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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**COX NEVADA TELCOM, L.L.C.**

**TERMS AND CONDITIONS SERVICE GUIDE ("SERVICE GUIDE")**

**APPLYING TO**

**LOCAL EXCHANGE**

**AND**

**INTEREXCHANGE SERVICES**

**WITHIN THE STATE OF NEVADA**

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**TABLE OF CONTENTS**

<b>Description .....</b>	<b>Page</b>
Table of Contents .....	1
Application of SERVICE GUIDE .....	4
Service Area .....	4
SECTION 1 - Definitions .....	5
SECTION 2 - Regulations	
2.1    Undertaking of the Company.....	12
2.1.1    Scope .....	12
2.1.2    Shortage of Equipment or Facilities.....	12
2.1.3    Terms and Conditions .....	13
2.1.4    Liability of the Company .....	15
2.1.5    Notification of Service-Affecting Activities .....	22
2.1.6    Provision of Equipment and Facilities .....	22
2.1.7    Non-routine Installation .....	23
2.1.8    Ownership of Facilities .....	23
2.2    Prohibited Uses .....	23
2.3    Minimum Period.....	23
2.4    Obligations of the Customer	
2.4.1    General .....	24
2.4.2    Claims .....	26
2.5    Customer Equipment and Channels	
2.5.1    General .....	27
2.5.2    Station Equipment.....	27
2.5.3    Interconnection of Facilities .....	28
2.5.4    Inspections.....	28
2.6    Payment Arrangements	
2.6.1    Payment for Service .....	29
2.6.2    Billing and Collection of Charges.....	29
2.6.3    Deferred Payment Arrangement.....	30
2.6.4    Disputed Bills-Customer Service.....	31
2.6.5    Reserved .....	31
2.6.6    Deposits.....	32
2.6.7    Discontinuance of Service.....	35

---

**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

---

**TABLE OF CONTENTS, cont'd.**

<b>Description .....</b>	<b>Page</b>
<b>SECTION 2 - Regulations, cont'd.</b>	
2.7 Restoration of Service .....	39
2.8 Toll Restriction .....	39
2.9 Use of Recording Devices.....	39
2.10 Allowances for Interruptions in Service	
2.10.1 Credit Allowances for Interruptions.....	40
2.10.2 Limitations on Allowances.....	41
2.10.3 Use of Alternative Service Provided by the.....	41
Company	
2.11 Cancellation of Service	
2.11.1 Cancellation of Application for Service.....	42
2.11.2 Cancellation of Service by the Customer .....	43
2.12 Transfers and Assignments .....	43
2.13 Notices and Communications .....	44
<b>SECTION 3 – Local Exchange Service</b>	
3.1 Local Exchange Service .....	45
3.1.1 Local Calling Area .....	45
3.1.2 Local Line .....	46
3.1.2.1 Non Recurring Charge.....	46
3.1.2.2 Monthly Recurring Charge .....	47
3.1.2.3 Customer Calling Features.....	48
3.1.2.4 Toll Restriction .....	52
3.1.2.5 Emergency Services (Enhanced 911).....	52
<b>SECTION 4 –Intrastate Telecommunications Service (ITS)</b>	
4.1 ITS	
4.1.1 Description of Service .....	53
4.1.2 Timing of Message.....	53
4.1.3 Time Periods Defined .....	54
4.1.4 Rates and Charges .....	54
4.1.5 Optional Calling Plans .....	55

---

LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

---

TABLE OF CONTENTS, cont'd.

Description .....	Page
SECTION 5 – Bundled Services	
5.1 Residential Services .....	63
5.2 Business Services .....	64
SECTION 6 Special Service Arrangements	
6.1 Price Lock Guarantee .....	67
6.2 Price Lock Guarantee Plus.....	68
SECTION 7 – Ancillary Service Offerings	
7.1 Directory Assistance .....	68
7.2 Operator Assistance.....	69
7.3 Directory Listings.....	71
7.4 Number Referral Service .....	73
7.5 Emergency Locator Service.....	73.1
7.6 Telecommunications Service Priority (TSP) System.....	73.7
7.7 Temporary Suspension of Service – Customer Initiated – Seasonal Saver Plan	73.11
SECTION 8 - Promotional Offerings and Service Guarantees .....	74
SECTION 9 – <b>Reserved</b>	
9.1 <b>Reserved</b> .....	75
SECTION 10 – <b>Obsolete Services</b> .....	77

---

**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

---

**APPLICATION OF SERVICE GUIDE TERMS AND CONDITIONS**

This SERVICE GUIDE sets forth the service offering descriptions, terms and conditions applicable to the furnishing of local exchange communications and interexchange services by Cox Nevada Telcom, L.L.C., d/b/a Cox Communications and Cox Business, to Customers within Nevada. Services, features, and functions will be provided where facilities, including but not limited to billing and technical capabilities, are available.

The provision of Local and Interexchange Services by Cox are subject to existing state and federal regulations and terms, as well as conditions specified in this SERVICE GUIDE, and may be revised, added to, or supplemented by superseding issues.

In addition to the terms and conditions herein, this SERVICE GUIDE is subject to specific regulations as may be prescribed by the Public Utilities Commission of Nevada.

**Your subscription to, use of, or payment for Services constitutes your acceptance of this Service Guide. Contact Company at the toll free number listed on your invoice, your letter of confirmation, or listed at <http://www.cox.com> immediately to cancel Services if you do not agree to any part of this Service Guide. If you cancel Services, you will be responsible for all usage charges and the pro-rata portion of all monthly recurring charges incurred prior to cancellation. You may also be subject to early termination charges, if applicable.**

**LOCAL SERVICE AREA**

The Company will provide service to Customers within its Local Service Area, consistent with the other terms and conditions of this SERVICE GUIDE. The Nevada local service area is defined as the Las Vegas and Boulder City exchange areas.

**INTEREXCHANGE SERVICE AREA**

Interexchange Service subject to this Service Guide is offered from points originating within Company's Local Service Area and terminating to points outside of Company's Local Service Area and within the State of Nevada.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 1 - Definitions**

Certain terms used generally throughout this SERVICE GUIDE are defined below.

**Access Line:** An arrangement which connects the Customer's telephone to a Cox designated switching center or point of presence.

**Account Codes:** Allows a User to allocate local calls to a 4-digit, non-verified account code.

**Applicant:** Any person or entity requesting telecommunications service.

**Authorized User:** A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange or interexchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange or interexchange telephone service.

**Business Customer:** A Customer receiving local exchange Business Service as defined herein.

**Business Telephone Service:** Telephone service provided to:

- a business location, or
- a Residential location, which is listed in the business section of the local telephone book, or
- a Residential location advertised or used as a place of business.

**Cable Service:** This service is defined, at a minimum, as the basic service tier (BST). BST includes the local broadcast stations and any public, educational, and government programming required by the franchise agreement.

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

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**SECTION 1 - Definitions, cont'd.**

**Calling Card:** A billing convenience whereby the End User may bill the charges for a call to an approved telephone company-issued calling card. The terms and conditions of the local telephone company will apply to payment arrangements.

**Calling Number Delivery:** Identifies the 10-digit number of the calling party.

**Calling Number Delivery Blocking:** Blocks the delivery of the number to the called party on a per call basis.

**Collect Billing:** A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

**Combination Service (Combo Svc. Or Cox Preferred):** is a Residential Customer, who qualifies for discounts on the first and additional lines if the Customer also purchases either Cable Services or high speed internet access from a Cox-Affiliated Company.

**Commission:** The Public Utilities Commission of Nevada.

**Company:** Cox Nevada Telcom, L.L.C., which is the issuer of this SERVICE GUIDE.

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

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**SECTION 1 - Definitions, cont'd.**

**Cox:** Cox Nevada Telcom, L.L.C. which is the issuer of this SERVICE GUIDE.

**Cox-Affiliated Company:** The term "Cox Affiliated Company" means a wholly owned subsidiary of Cox Nevada Telcom, L.L.C.'s parent company, Cox Communications, Inc., which provides cable service, or high-speed internet access, alarm or automation services in the State of Nevada.

**Customer or Subscriber:** The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with the Company's SERVICE GUIDE regulations.

**Deposit:** An amount paid to a telecommunications provider by an Applicant or Customer to guarantee payment for telecommunications service.

**Elderly Person:** A Residential Customer who is at least 60 years old.

**Embedded Multimedia Terminal Adapter ("eMTA"):** Equipment provided to the Customer to enable Cox's provision of voice telephone service.

**End User:** A Customer or any other person authorized by the Customer to use service provided under this SERVICE GUIDE.

**Exchange Carrier:** Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

**Exchange Service Area:** A unit established by a telecommunications provider for the administration of telecommunications service in a specified area for which a separate local rate schedule is provided. It may consist of one or more central offices together with associated plant facilities used in furnishing telecommunications service in that area.

**Extended Due Date:** Regular monthly extension or change of a bill's due date by a telecommunications provider.

**Holidays:** New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**Hunting:** Routes a call to an idle station line within a defined group of lines specified by the customer.

**Individual Case Basis:** A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.



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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 1 - Definitions, cont'd.**

**Joint User:** A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

**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 for the provision and administration of communications services.

**Local Calling:** A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.

**Local Calling Area:** The local calling areas for all Customers served by the Company shall include the exchange areas as defined in Section 3.1.1.

**Local Exchange Carrier ("LEC"):** A company which furnishes exchange telephone service.

**Message Waiting:** This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dial-tone).

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

**Multiple Appearance Directory Numbers:** A directory number that is assigned more than once to one or more Proprietary Business Telephone Sets.

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

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**SECTION 1 - Definitions, cont'd.**

**Non-Recurring Charges:** The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

**Off-Hook:** The term "off-hook" denotes the active condition of a telephone exchange service line.

**On-Hook:** The term "on-hook" denotes the idle condition of a telephone exchange service line.

**Operator-Station Call:** A service whereby an End User places a non-Person-to-Person call with the assistance of an operator.

**Person-to-Person Call:** A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

**Premises:** The physical space designated by the Customer for the termination of the Company's service.

**Presubscription:** A process whereby a Customer chooses a long distance carrier and is then able to access that carrier by dialing 1+.

**Residential Customer:** A Customer receiving Residential Service as defined herein.

**Residential Service:** Service to the following locations:

- Private residences which are not advertised or used as a place of business,
- Private apartments, rooming houses or boarding houses where service is confined to the Customer's use,
- Detached structures when strictly used as a part of the residence on the same premises and is not used as a place of business.
- University Dormitory Rooms

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

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**SECTION 1 - Definitions, cont'd.**

**Residential Service:** Service to the following locations: cont'd.

In the event, a Customer's service is discovered to be in violation of the provisions above, the telephone company shall back bill to recover the under charge. To determine the amount of under charge the telephone company shall first review its' service records to determine the period of under charge. Should the Customer dispute the period determined by the telephone company, the Customer has the burden of demonstrating a shorter period of under charge. In cases where the telephone company service records do not indicate the term of under charge, a period of 12 months shall be used and the burden of demonstrating a shorter period shall be upon the Customer. The under charge shall be assessed based upon the then effective equivalent business rates less prior payments.

The Company, upon failure of the Customer to pay the amount back billed, shall suspend or, at the company's sole option, terminate service to the Customer until such time as the back billed amount plus late payment penalty, if any, are paid in full.

A Residential Customer may not transfer or "port" a business telephone number to the Company as a residential telephone number.

**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 SERVICE GUIDE, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

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

**Services:** The Company's telecommunications services offered on the Company's network.

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

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**SECTION 1 - Definitions, cont'd.**

**Station:** Telephone equipment from or to which calls are placed.

**Third Party Billing:** A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

**Trunk:** A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

**United States:** The forty-eight states contained within the mainland United States, the District of Columbia, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, Guam, the Commonwealth of the Northern Marianas Islands (CNMI), and American Samoa.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 2 - Regulations**

**2.1 Undertaking of the Company**

**2.1.1 Scope**

1. The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Nevada under the terms of this SERVICE GUIDE.
2. Customers may use services and facilities provided under this SERVICE GUIDE to obtain access to services offered by other service providers. The Company is responsible under this SERVICE GUIDE only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

**2.1.2 Shortage of Equipment or Facilities**

1. The Company reserves the right to limit or allocate the use of existing facilities that it deems necessary to manage the lack of facilities or to manage a facility shortage due to some other cause beyond the Company's control. The Company will not provide additional service or connect new service to any Customer that would contribute to a shortage condition until the problem has been identified and rectified. The Company will incur no liability for call interruptions resulting from the Company's efforts to avoid degradation.
2. The furnishing of service under this SERVICE GUIDE is subject to the availability on a continuing basis of all the necessary facilities and equipment, and is limited to the availability and capacity of the Company's fiber optic cable and other facilities and equipment, as well as facilities the Company may, from time to time, obtain from other carriers to furnish service as required at the sole discretion of the Company.
3. The furnishing of service under this SERVICE GUIDE is subject to the availability to the Company of adequate numbering resources and may be subject to the Company's implementation of interconnection arrangements with incumbent local exchange carriers in Nevada.

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

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SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company

2.1.3 Terms and Conditions

1. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer. Unless otherwise specified herein, for the purpose of computing charges in this SERVICE GUIDE, a month is considered to have 30 days. All calculations of dates set forth in this SERVICE GUIDE shall be based on calendar days, unless otherwise specified herein.
2. Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this SERVICE GUIDE.
3. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order or Customer Service Agreement and this SERVICE GUIDE 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.
4. This SERVICE GUIDE shall be interpreted and governed by the laws of the State of Nevada without regard for the State's choice of laws provisions.
5. Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
6. Cox will make reasonable attempts to reserve the telephone numbers for Customer's new telephone service. Reserved telephone numbers may change prior to the time of installation of service. Customers shall not use, publish or advertise reserved numbers until service has been activated. Customer is solely responsible for any expense or loss resulting from Customer's use, publication or dissemination of these numbers prior to service activation. The Customer has no property right in the telephone number associated with Cox telephone service; however, if Customer ports telephone numbers from another carrier to Cox, subject to federal or state law, or telephony industry guidelines, Cox will use such numbers with Customer's telephone service. After activation, Cox reserves the right to change telephone numbers subject to federal or state law, or telephony industry guidelines. **Business Customers, who have fulfilled contract obligations and wish to transfer service type from Business to Residential, will be allowed to keep existing telephone number(s) and receive residential rates. Business Customers, who have not fulfilled contract obligations and switch service types from Business to Residential, will be issued new telephone number(s) when the service is transferred to a Residential Service type. Additionally, call intercept will not be deployed to inform the caller of the new Residential**

**Service number(s).**

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.3 Terms and Conditions, cont'd.**

7. The Customer agrees to operate any Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to Company-provided equipment pursuant to section 2.1.3.9 **following**.



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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.3 Terms and Conditions, cont'd.**

8. Service to certain Customers is provided via an Embedded Multimedia Terminal Adapter ("eMTA") and/or other voice telephone service devices ("Equipment"). If service is provided via Equipment, the Customer will receive Equipment provided by Cox during installation. The Equipment works on household power and requires a battery to operate during a power outage. The battery will operate up to 24 hours in case of a power outage depending on usage. While the Customer's telephone service will be available without a battery or a fully charged battery, services, including access to 9-1-1 services will not be available during outages without a battery or if the battery has been drained. The Customer may order a battery from Cox by calling the Cox customer service number or visiting a Cox retail store after telephone service is installed.

(a)

- (b) Cox will provide a battery upon request at the then-prevailing retail price, plus shipping if applicable. The Customer may obtain batteries from sources other than Cox if available, but the Customer is responsible for ensuring that any battery obtained from another source is compatible with the Equipment. The Customer is responsible for installation of the battery and for monitoring the battery and determining when the battery no longer is able to function properly, including but not limited to the ability to maintain a charge, and must be replaced.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.3 Terms and Conditions, cont'd.**

9. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
10. **To the extent that either the Company or any other Telephone Company exercises control over available cable pairs, conduit, duct, space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the company makes similar facilities under its control available to its customers.**

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.4 Liability of the Company**

1. Delays or Interruption of Service - The Customer assumes all risk for damages arising out of delays in installation of service or facilities, mistakes, omissions, interruptions, delays, errors or defects in transmission, failures or defects in equipment or facilities furnished by the company or arising out of failure of the company to maintain proper standards of maintenance of operations or to exercise reasonable supervision, except as noted in Section 2.10.1, Credit Allowance for Interruptions, following.
2. The maximum credit allowable with respect to Service provided shall not exceed the amount of Service charges during a single billing period. The liability of the company for damages shall in no event, by reason of any delays, interruptions, omissions, errors, failures or defects in installation or service, exceed an amount equal to the Customers local exchange service and expanded local calling scope charges for a regular billing period with respect to such delayed, defective or interrupted local exchange service. No other liability shall in any way attach to the company in consideration of such delays or interruptions. The company will not be liable for any loss or damage, nor for any impairment or failure of service arising from or in connection with the use of Customer-owned facilities or equipment.
3. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this SERVICE GUIDE.

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

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SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company, cont'd.

2.1.4 Liability of the Company

4. Indemnification – The Customer indemnifies and saves harmless the company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence or removal of the company's equipment, facilities and associated wiring on the Customer's premises and further, the Customer indemnifies and saves harmless the company against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the company or the use thereof by the Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the company, and apparatus, equipment, and systems provided by the Customer; and against all other claims arising out of any act or omission of the Customer in connection with the services or facilities provided by the Company.

The services furnished by the Company, in addition to the limitations set forth above, also are subject to the following limitation. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the company, either:

- a. caused by Customer-provided equipment, **including batteries** (except where a contributing cause is the malfunctioning of a company-provided connecting arrangement, in which event the liability of the company shall not exceed an amount equal to a proportional amount of the company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or
- b. not prevented by Customer provided equipment.

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.4 Liability of the Company, cont'd.**

5. Defacement of Premises - No liability shall attach to the company by reason of any defacement or damage to the Customer's premises resulting from the existence of the company's equipment, facilities and associated wiring on such premises, or by the installation or removal thereof when such defacement or damage is not the result of the negligence of the company or its employees.
6. Errors - The Company's liability for damages arising from errors or omissions in the making up or printing of its directories, or in any directory published by another telephone company or that company's authorized directory publisher in which the customer's listings appear, or for error or omission on intercept service or in accepting listings as presented by Customers or prospective Customers shall be limited to the amount of actual impairment of the Customer's service, and in no event shall it exceed an amount equal to the Customer's local exchange service and expanded calling scope charges during the period covered by the directory in connection with which the error or omission occurs.
7. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments or of any military authority; preemption of existing service in compliance with national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lockouts, or work stoppages.
8. **The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, including service interruption due to power outages and failures of batteries, facilities or services which are interconnected with Company services.**

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.4 Liability of the Company, cont'd.**

**9. With respect to Emergency Number 911 Service:**

- a.** Cox shall not be liable to the Customer, or to any other person, for any damages arising out of errors, interruptions, defects, failures or malfunctions of 911 and/or E911 Service, including damages arising from errors or defects of associated equipment and data processing systems, except that the Customer shall be entitled to an allowance for interruptions as specified in this SERVICE GUIDE.
- b.** The Customer agrees to release, indemnify and hold Cox harmless from any and all loss, claims, demands, suits or other action, 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, or for any loss, damage or destruction of any property, whether owned by the Customer or others.
- c.** **If the Customer does not purchase a battery for the eMTA or does not monitor the status of the battery and replace it when it no longer holds a charge, service, including 911 service, will not function during a household power outage. Even if customer has a battery for the eMTA, if customer only has a phone that requires electricity to operate (e.g. a cordless phone), access to 911 service will not be available during a household power outage.**
- d.** The Customer also agrees to release, indemnify and hold Cox harmless for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, conditions, occasion or use of 911 service features and the equipment associated with it, or by any services furnished by Cox, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 service, and which arise out of the negligence or other wrongful act of Cox, the 911 Customer, its users, agencies or municipalities, or the employees or agents of anyone of them.

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

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SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company, cont'd.

2.1.4 Liability of the Company, cont'd.

With respect to Emergency Number 911 Service, cont'd.:

- e. 911 service is provided solely for the benefit of the Customer. The provision of such service shall not be interpreted, construed or regarded as being for the benefit of, or creating any company obligation toward, or any right of action on behalf of, any third person or other legal entity.
- f. For eMTA provisioned voice services when the Customer purchases and maintains a battery for the eMTA, and for non-eMTA provisioned voice services, 911 service will be designed by the company to provide at least the same level of service reliability and quality as local exchange telephone service in the exchanges where 911 systems are equipped with the features required to provide 911 services while commercial power is available and during outages for the period when the battery is in operation.
- g. **For eMTA provisioned voice services when the Customer purchases and maintains a battery for the eMTA, and for non-eMTA provisioned voice services, 911 service will not be available if there is a power outage and Cox is unable to place and operate its network backup power equipment due to safety concerns or other matters, such as, but not limited to, natural disasters, conditions, forced government evacuations, and fuel shortages.**

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.4 Liability of the Company, cont'd.**

**9. With respect to Emergency Number 911 Service, cont'd.:**

**h. Emergency Locator Service**

Business Customer acknowledges and understands that the E911 database will provide accurate information to first responders and others who access the database only if the Customer assures that the information is accurate at every moment of time. Company shall have no liability for any delay, incorrect response, or any injury that Customer or any person suffers as a result of any inaccuracy in the E911 database caused by Customer's actions or failure to act. The Customer must advise the Company of E911 move, add, change, or delete information in writing within twenty-four (24) hours of the effective date of the change. Company makes no warranties, express or implied, regarding the accuracy of E911 information provided by the Customer.

It is Customer's responsibility to conduct initial and regular testing of the ability to dial 9-1-1 over Cox Business services and ensure that: 1) Customer Premises Equipment ("CPE") is compatible with Cox Business's services; 2) the PSAP is able to identify the Customer's address when a 911 call is placed from Customer's location; and, if Customer is using a PS-ALI service to provide enhanced PS/ALI functions (as described below), that 3) the PSAP is able to identify the specific location within Customer's address from where the 911 call is placed. (See Section 5, Testing 9-1-1 Call Processing for PBX Systems; NENA Technical Information Document No. 03-502, "Trunking for Private Switch 9-1-1 Service," available at [www.nena.org](http://www.nena.org).)

Without limiting the generality of the foregoing, if Customer is served by the Company through a PBX or any customer-owned or customer-controlled equipment, or Cox Business VoiceManager and Centrex then Customer shall immediately and continuously inform the Company of any and all changes to the PBX or other equipment which might impair the accuracy of the E911 database as to any users of the Company's services. Moreover, Customer shall timely inform all new and existing users of its equipment or its internal telephone systems of the limitations of E911 in such a setting and shall provide the users with instructions on how they should identify their physical location in situations in which a 911 call is placed.

The acknowledgments by, and obligations of, the Customer apply to any form of E911 service provided to the Customer by Company including its PS/ALI offering.



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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.4 Liability of the Company, cont'd.**

- 10.** The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 11.** The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 12.** The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- 13.** The Company does not guarantee or make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.4 Liability of the Company, cont'd.**

- 14.** 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 network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6, Provision of Equipment and Facilities, following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. 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, equipment, 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.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.4 Liability of the Company, cont'd.**

- 15.** In conjunction with a non-published telephone number, as described in Section 3.4.5.3, Non-Published Listings, following, the Company will not be liable for failure or refusal to complete any call from a non-published telephone number as a result of blocked Caller ID and the refusal of such calls by any called party. The Company will use its best efforts to prevent the disclosure of a non-published number, but will not be liable should such number be divulged.
- 16.** When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the telephone number, 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 SERVICE GUIDE, Customer acknowledges and agrees with the release of information as described above.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.5 Notification of Service-Affecting Activities**

The Company may provide the Customer reasonable notification of service activities that occur in 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 activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. However, some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

**2.1.6 Provision of Equipment and Facilities**

1. The Company shall use reasonable efforts to make available services 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 SERVICE GUIDE. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
2. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, and attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
3. Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.
4. 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 SERVICE GUIDE, the responsibility of the Company shall be limited to the furnishing of facilities offered under this SERVICE GUIDE 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

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 2 - Regulations, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.7 Non-routine Installation**

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.

Standard installation service charges reflect service provided between Monday through Saturday, 8:00 a.m. - 5:00 p.m., at current installation intervals and without work interruptions by the Customer. For Residential Customer requests for expedited services that require installations on a date that is less than the normal offered interval, a 100% increase in applicable service charge shall apply, or if during a promotional period, the full non-discounted service charge would apply. For Business Customer requests for expedited services that require installations on a date that is less than the normal offered interval, an expedite charge will apply, the amount of which will be provided to the customer at the time of the request.

**2.1.8 Ownership of Facilities and Equipment**

Title to all facilities and equipment provided by Company in accordance with this SERVICE GUIDE remains in the Company, its agents or contractors.

**2.2 Prohibited Uses**

**2.2.1** 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.

**2.2.2** The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

**2.3 Minimum Period**

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this SERVICE GUIDE or by mutually agreed upon contract. Business customers must sign 1-year minimum service agreement. When either Residential and Business service subject to a term commitment is discontinued prior to the expiration of the minimum period, early termination charges may be applicable, whether the service is used or not.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 2 - Regulations, cont'd.**

**2.4 Obligations of the Customer**

**2.4.1 General**

The Customer shall be responsible for:

1. the payment of all applicable charges pursuant to this SERVICE GUIDE and Cox Customer Service Agreement;
2. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;
3. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
4. If an eMTA is installed at the customer premises, monitoring the battery in the eMTA and contacting Cox for a replacement when the battery no longer is able to function properly, including but not limited to the ability to maintain a charge, and must be replaced;
5. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.4.1.3, above. Any costs associated with obtaining and maintaining the rights—of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

Cox Nevada Telcom, LLC  
6205-B Peachtree Dunwoody Road,  
Atlanta, Georgia 30328



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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 2 - Regulations, cont'd.**

**2.4 Obligations of the Customer, cont'd.**

**2.4.1 General, cont'd.**

The Customer shall be responsible for, cont'd.:

6. 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 facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
7. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the right-of-way for which Customer is responsible under Section 2.4.1.4 above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
8. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities;
9. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes;
10. allowing the Company, or its agent, access to the property, with no notice, to remove Company facilities and/or equipment after the Customer has discontinued service; and,
11. providing the Company with written notification of any change in name, ownership or control.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 2 - Regulations, cont'd.**

**2.4 Obligations of the Customer, cont'd.**

**2.4.1 General, cont'd.**

The Customer shall be responsible for, cont'd.:

- 12.** ensuring that the Customer-provided equipment (CPE), such as a Private-Branch Exchange (PBX) equipment, provisioned on the Company's network is maintained and operated in a fashion to deter fraudulent or unauthorized access to the CPE. The Customer is responsible for payment of all charges incurred on their monthly billing statement.
- 13.** ensuring that station location information for all Customer-provided Multi-Line Telephone Systems (MLTS), or PBXs, is current in the PS-ALI, so that emergency responders have the ability to locate the station in emergency situations.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 2 - Regulations, cont'd.**

**2.4 Obligations of the Customer, cont'd.**

**2.4.2 Claims**

With respect to any service, equipment or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

1. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
2. 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 the 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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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 2 - Regulations, cont'd.**

**2.5 Customer Equipment and Channels**

**2.5.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company.

**2.5.2 Station Equipment**

1. The Customer is responsible for providing and maintaining any terminal equipment on the Customer's 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 may 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 temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.10, Allowance for Interruption of Service, following, is not applicable.
2. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 2 - Regulations, cont'd.**

**2.5 Customer Equipment and Channels, cont'd.**

**2.5.3 Interconnection of Facilities**

1. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
2. Local Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the SERVICE GUIDES of the other communications carriers which are applicable to such connections.
3. Facilities furnished under this SERVICE GUIDE may be connected to Customer provided terminal equipment in accordance with the provisions of this SERVICE GUIDE.

**2.5.4 Inspections**

1. 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 Section 2.5.2.2, Station Equipment, for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
2. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within 10 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 take such actions and provide such notice, 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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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 2 - Regulations, cont'd.**

**2.6 Payment Arrangements**

**2.6.1 Payment for Service**

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 90 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges on 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.

**2.6.2 Billing and Collection of Charges**

Bills will be rendered monthly to Customer.

1. All service, installation, monthly Recurring Charges and Non Recurring Charges are due and payable on or before the due date stated on the Customer's bill.
2. The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided.
3. For new Residential Customers or existing Residential 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. See Section 2.11.2 for cancellation of commercial services by the Customer.
4. Unless the Customer requests a deferred payment plan as set forth in 2.6.3, Deferred Payment Agreement, following, amounts not paid by the due date are considered past due. However, payment of a bill by first-class mail is timely if the payment is received by the Company not more than 3 days after the past due date. If the Company does not receive the entire amount billed by the due date, as described above, Cox may impose late payment charges on the overdue balance of the bill.
5. The Company shall not assess any fee, penalty, interest or other charge to the state, including any service to an agency in any branch of government, for the delinquent payment of a bill.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 2 - Regulations, cont'd.**

**2.6 Payment Arrangements, cont'd.**

**2.6.2 Billing and Collection of Charges, cont'd.**

6. Customers may pay bills in any reasonable manner, including cash or a check payable to the Company. Cox may refuse to accept payment by check if the Customer has given the Company two (2) checks which were returned unpaid for reasons other than bank error in the last 12 months.

Cox may refuse to take a second check for the same bill if the first check was returned unpaid for reasons other than bank error.

7. When a Customer makes a payment to the Company in the form of a check, bank draft, credit card, debit card or other non-cash payment method, and the payment is returned to Cox unpaid, a returned item fee may be applied to the Customer's account.

**2.6.3 Deferred Payment Agreement**

If a Customer is delinquent in the payment of any bill and requests that the Company accept deferred payment, the Company shall do so if the customer signs a written agreement to pay:

- (a) At least 40 percent of the delinquent amount of the bill at the time of the agreement;
- (b) The balance of the bill, in three equal monthly installments, within 90 days after the date of the agreement; and
- (c) All future bills when due.

Unless the Company otherwise agrees, a Customer may not make deferred payment pursuant to this section if, during the preceding 12 months:

- (a) He has made another deferred payment pursuant to this section; or
- (b) His service has been terminated for nonpayment of a delinquent bill or any installment due on such a bill.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 2 - Regulations, cont'd.**

**2.6 Payment Arrangements, cont'd.**

**2.6.4 Disputed Bills – Customer Service**

The Customer shall notify the Company of any disputed items on a bill within 90 days of receipt of the bill.

1. The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.
2. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

**2.6.5 Reserved For Future Use**



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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 2 - Regulations, cont'd.**

**2.6 Payment Arrangements, cont'd.**

**2.6.6 Deposits**

1. Applicants for service or existing Customers who cannot establish a satisfactory credit standing with the Company may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
  - (a) two month's charges for a service or facility which has a minimum payment period of one month; or
  - (b) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.
2. A residential applicant shall not be required to pay a deposit if they have satisfactory credit or otherwise meet the requirements of NAC 704.4085.
3. The amount of the deposit for residential Customers shall not exceed an amount equal to two (2) months average local exchange charges for Services and/or two (2) months average toll charges determined by actual or anticipated usage.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 2 - Regulations, cont'd.**

**2.6 Payment Arrangements, cont'd.**

**2.6.6 Deposits, cont'd.**

4. A Customer may be required to post a deposit as a condition of continued service if undisputed charges have become delinquent (with delinquent meaning a payment not received on or before three days after the due date as posted on the bill) in two (2) out of the last twelve (12) billing periods or if the Customer has had service disconnected during the last twelve (12) months for non-payment of service or has presented a payment to Cox that was subsequently dishonored.
5. Cox shall pay to every Customer from whom any deposit has been required interest on the deposit at the rate fixed for 6-month Treasury bills of the United States at the first auction:
  - (a) On or after December 1 of any year for the period from January 1 to June 30 of the succeeding year, or
  - (b) On or after June 1 of any year for the period from July 1 to December 31 of that year,from the date of deposit until the date of settlement or withdrawal of deposit. Where the deposit remains for 1 year or more and the person making the deposit continues to be a Customer, the interest on the deposit must be either paid in cash to the depositor or applied on current bills for the use of the service provided by the Company.
6. If a refund of the deposit is made within ninety (90) days of receipt of the deposit, no interest payment shall be made. If Cox retains the deposit more than ninety (90) days, payment of interest shall be made retroactive to the date of deposit. The deposit shall cease to draw interest on the date it is returned or credited to the end-user's account. Cox will provide payment of accrued interest for all end-users annually by negotiable instrument or by credit against current billing.
7. The amount of the deposit, with accrued interest, shall be applied to any unpaid charges at the time of a discontinuance of services. The balance, if any, shall be returned to the Customer within thirty (30) days after settlement of the consumer's account, either in person or by mailing it to the end-user's last known address.
8. If service is not connected, or after disconnection of service, Cox shall promptly and automatically refund the Customer's deposit plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one (1) premise to another within the area of Cox shall not be deemed a disconnection within the meaning of this rule, and no additional deposit may be required unless otherwise permitted by these rules.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 2 - Regulations, cont'd.**

**2.6 Payment Arrangements, cont'd.**

**2.6.6 Deposits, cont'd.**

9. Cox shall automatically refund the deposit with accrued interest for Residential and Business service after twelve (12) months' satisfactory payment of undisputed charges and where payment was not late more than twice; provided, however, that service has not been disconnected for non-payment within the twelve (12) month period. Payment of a charge shall be deemed satisfactory if received on or prior to the date the bill is due (see section 2.6.2.4). Payment of a charge shall be deemed not satisfactory if made by a check that is subsequently dishonored.
10. Cox may withhold a refund or the return of a deposit pending resolution of a dispute with respect to charges secured by the deposit.
11. The deposit made by the end-user with Cox at the time of application for telephone service shall not constitute an advance payment to cover service bills, but for all purposes it is to be considered as security for the payment of monthly bills or other proper charges.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 2 - Regulations, cont'd.**

**2.6 Payment Arrangements, cont'd.**

**2.6.7 Discontinuance of Service**

1. Cox may refuse service or terminate existing service to an End-User without notice for tampering with Cox's equipment, or misuse or abuse thereof in order to avoid payment of lawful charges or use thereof in such manner as to create danger to life or property of Cox or End-Users.
2. Cox may refuse service or terminate existing service to a Customer pursuant to the disconnect procedure provided below for any of the following reasons:
  - (a) Nonpayment of a bill within the period prescribed by these SERVICE GUIDES and/or nonpayment of a single bill within a multiple-billed account.
  - (b) Failure to make a security deposit as set forth in these SERVICE GUIDES.
  - (c) Violation of or noncompliance with any provision of law, or upon lawful order from a court of competent jurisdiction.
  - (d) Refusal to permit Cox reasonable access to its telecommunications facilities for recovery, maintenance, and inspection thereof.
  - (e) Interconnection of a device, line, or channel to Cox's facilities or equipment contrary to Cox's terms and conditions of service on file with and approved by the Commission.
  - (f) Use in such manner as to interfere with service to other Customers.
  - (g) Abandonment of the service.
  - (h) Impersonation of another with fraudulent intent or other acts, whether real or perceived, to defraud the Company.
  - (i) Use of service or facilities for a call or calls in a manner reasonably expected to frighten, abuse, torment, or harass another.
  - (j) Any other violation of the Company's regulations.

In an effort to protect itself and its Customers, Cox will disconnect an End User's service without prior notice for violation of subsections (f) or (h) above.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 2 - Regulations, cont'd.**

**2.6 Payment Arrangements, cont'd.**

**2.6.7 Discontinuance of Service, cont'd.**

3. Cox shall not be required to provide service to an applicant or Customer who has not paid for prior telephone service rendered by another telecommunications service provider in the same or different location, and furnished to the same person or legal entity.
4. Cox shall not be required to furnish or continue furnishing service when applied for in the name of another person or legal entity, or a fictitious name or other member of the same household, for the purpose of avoiding payment of an unpaid obligation for telephone service previously furnished.
5. Customers will not be held responsible for the nonpayment of another Customer's bill unless the Customer superseded the service or was a co-applicant or guarantor for the service or shared the service of the unpaid account.
6. In accordance with 2.6.3 above, Cox will extend a payment arrangement to an applicant for a prior bill, unless the applicant has not fulfilled prior payment arrangements within the past twelve (12) months.
7. Cox will not refuse service or disconnect existing service by reason of nonpayment for telephone service by a previous occupant at the premises for which service is sought, or by reason of nonpayment of any amount back-billed due to misapplication of rates provided the applicant enters into a deferred payment plan. Cox will not disconnect or suspend service without mailing or delivering a bill to the Customer for the amount due to Cox.
8. Service may not be withheld from a Customer whose name was fraudulently used to obtain service at another location without the Customer's permission or knowledge

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 2 - Regulations, cont'd.**

**2.6 Payment Arrangements, cont'd.**

**2.6.7 Discontinuance of Service, cont'd.**

9. Service will not be discontinued to a current Customer in good standing who accepts an additional household member owing a previous bill to Cox, unless that additional household member is listed on the lease arrangements or another utility service as a responsible party, or unless the household member shared service with the Customer at a different or same location.
10. Reserved
11. Cox may require each Customer whose service has been suspended for nonpayment of bills, to pay all amounts due for regulated services or execute a deferred payment agreement before service is restored.
12. A notice of suspension or disconnection will contain the following information:
  - (a) The words "NOTICE OF SUSPENSION" or "NOTICE OF DISCONNECTION" in print type larger than the print type of the notice text.
  - (b) The name and address and the telephone number of the Customer.
  - (c) statement of the reason for the proposed suspension or disconnection of service.
  - (d) The date on or after which service will be suspended or disconnected unless appropriate action is taken.
  - (e) The telephone number in bold print of Cox where the Customer may make an inquiry.
  - (f) The total amount of money owed to the Company by the Customer and the minimum payment required to avoid termination.
  - (g) A statement that the Customer may contest the termination before the Division as provided in NAC 704.4205.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 2 - Regulations, cont'd.**

**2.6 Payment Arrangements, cont'd.**

**2.6.7 Discontinuance of Service, cont'd.**

13. Telephone Calls with Intent to Annoy:

- (a) The Company may discontinue service to any Customer, who with intent to annoy, telephones another and addresses to or about such other person any obscene language or addresses to such person any threat to inflict injury to the person or property of the person addressed or any family member.
- (b) The Company may discontinue service of any Customer, who with intent to annoy, repeatedly telephones another without disclosing his/her true identity to the person answering the telephone, whether or not conversation ensues during the telephone call.
- (c) The Company may, at its discretion, terminate service to any Customer who establishes a pattern of behavior with respect to the services provided by the Company that is intended to vex, harass or annoy the Company, its employees, agents or other Users of the Publicly Switched Telephone Network. A pattern of behavior is intended to vex, harass or annoy if it disturbs, irritates or interrupts the Company's operations through continued and repeated acts, or disturbs, irritates, or interrupts Users of the Public Switched Telephone Network through continued and repeated acts.
- (d) Prior to disconnection of service for calls described above, the Company will make reasonable effort to persuade the Customer placing such calls to cease all such activity. If such activity persists, the Company may, at its option, immediately and without notice disconnect service. Prior to disconnection of service for calls described in part (c) above, the Company may, at its option, refuse to transact business with the Customer except by written communication. If the Customer continues to engage in conduct set forth in (c) above, the Company may, at its option, immediately discontinue service.
- (e) For the purpose of this section, telephone calls shall include Customer's usage of facsimile, paging or any other communication devices to access the service provided by the Company.
- (f) Company may disconnect service to any Customer who violates 47 U.S.C. §227, Restrictions on the Use of Telephone Equipment.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 2 - Regulations, cont'd.**

**2.7 Restoration of Service**

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts and applicable reconnection fees are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

**2.8 Toll Restriction**

If a Customer in any single month, accrues toll charges in excess of twice the average monthly toll charges of the Company's Customers in the same class of service (residential or business) or twice the actual monthly average of the individual Customer's charges, whichever is greater, the Company will review the Customer's previous billing, payment and credit history. If the Customer's account is deemed to be a credit risk, the Company will attempt to contact the Customer to make inquiries concerning the abnormal usage and may require a security and/or payment of charges on the account to continue toll service. If the Customer does not respond, the Company may suspend toll service. The Company will notify the Customer within 24 hours of initiating the toll restriction.

A Customer who has had toll restriction placed on their account will not be able to dial or complete inter/intraLATA toll calls.

**2.9 Use of Recording Devices**

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device on or off, at will.



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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 2 - Regulations, cont'd.**

**2.10 Allowances for Interruptions of Service**

**2.10.1 Credit Allowances for Interruptions:**

The Company shall make an adjustment or refund as required below if a Customer's service is interrupted otherwise than by negligence or willful act of the Customer. The adjustment or refund shall be a pro rata part of the monthly recurring local service and miscellaneous equipment charges for the period of time during which service is interrupted: except an adjustment or refund is not required for the time when the company stands ready to repair or restore service and the Customer does not provide access necessary for the repair or restoration. The adjustment or refund may be accomplished by a credit on a subsequent bill for telephone service. An adjustment or refund shall be made:

Upon subscriber oral or written request, if the service interruption lasts twenty-four (24) hours after being reported to the company and the adjustment or refund exceeds \$1.00 in amount.

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 herein for Local Line or Cox Connect Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 2 - Regulations, cont'd.**

**2.10 Allowances for Interruptions of Service, cont'd.**

**2.10.2 Limitations on Allowances**

No credit allowance will be made for:

- a. interruptions due to the negligence of, or noncompliance with the provisions of this SERVICE GUIDE by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
- b. interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities;
- c. interruptions due to the failure or malfunction of non-Company equipment;
- d. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions,
- e. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- f. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- g. interruption of service due to circumstances or causes beyond the control of the Company.

**2.10.3 Use of Alternative Service Provided by the Company**

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer is responsible for all charges incurred for the alternative service used.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 2 - Regulations, cont'd.**

**2.11 Cancellation of Service**

**2.11.1 Cancellation of Application for Service**

1. The Company will provide all its Residential Customers the right of rescission in accordance with applicable state law. Post the Residential Customer's right of rescission period, and the Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
2. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
3. The special charges described in 1 and 2 of this sub-section will be calculated and applied on a case-by-case basis.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 2 - Regulations, cont'd.**

**2.11 Cancellation of Service, cont'd.**

**2.11.2 Cancellation of Service by the Customer**

If a Business Customer cancels or terminates service before the completion of the term for any reason whatsoever, 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 payable within the period set forth in 2.6.2, Billing and Collection of Charges, all costs, fees and expenses incurred in connection with:

- a. all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- b. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- c. all Recurring Charges specified in the applicable Customer Services Agreement and/or SERVICE GUIDE for the balance of the then current term.

**2.12 Transfer 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 (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 2 - Regulations, cont'd.**

**2.13 Notices and Communications**

- 2.13.1** The Customer shall designate on the Service Order an address, including an email 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 a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.13.3** All notices or other communications required to be given pursuant to this SERVICE GUIDE will be in writing. Notices and other communications of either party, and all bills sent by US Mail by the Company, shall be presumed to have been delivered to the other party on the third business day following 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. Notices, communications of either party, and all bills sent by electronic mail by the Company, shall be presumed to have been delivered to the other party on the day that such notice, communication or bill is sent, so long as it is not returned to the sender because it is undeliverable.
- 2.13.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

**2.12 Transfer and Assignments**

Upon disconnection of services offered under this tariff, Cox may apply any remaining credit balance for such services against any unpaid amounts for services offered by a Cox Affiliated Company.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 3 – Local Exchange Service**

**3.1 Local Exchange Service**

The Company's local telephone service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access enhanced 911 Emergency Service;
- 
- access Operator Services;
- access Directory Assistance for the local calling area;
- place calls to 8XX telephone numbers;
- access Telephone Relay Service via 711
- access other activated N11 codes in the local area.
- touch tone;
- an (optional) white pages directory listing and directory assistance listing.

Company's Local Exchange Service offerings include, but are not limited to, the following, where facilities and operating conditions permit:

- ❖ Basic Residential Service (Local Residential)
  - Local Line  
(up to four local lines per customer location)
- ❖ Business Service (Local Business)
  - Local Line

**3.1.1 Local Calling Areas**

Where facilities exist and operating conditions permit, exchanges included in the local calling area include: Jean, Laughlin, Las Vegas, Mt. Charleston, Nelson and Searchlight.

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

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SECTION 3 – Local Exchange Service, cont'd.

3.1 Local Exchange Service, cont'd.

3.1.2 Local Line

Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

1. Non-Recurring Charge (NRC) - Local Line

A Local Line Customer will be charged applicable Non-Recurring Charges (NRCs). The definitions below describe the one-time charges (NRCs) that may appear on a Customer bill.

DEFINITIONS:

**Line Connection Charge:** Applies for ordering and connecting local exchange service. For Residential service, one rate is charged for the first two residential lines installed at the same time at the same premises. Additional Residential lines after the first two are each charged an additional Line Connection Charge. Business Line Connection Charges are assessed on each access line.

**Moves, Adds, Changes:** Applies per line where the Customer changes the access line configuration (e.g. by moving a line at the same premises, adding DID service to existing lines, changing inward only trunks to two way, etc.).

**Line Restoral Charge:** Applies per line when Customer has been disconnected at the switch for nonpayment but has not been permanently disconnected at the premises.

**Account Changes:** Applies on a per account basis for administrative or billing record changes to an account.

**Trouble Location Charge:** Applies to Customers when the Company, in response to a Customer trouble call, makes a premises visit and determines that the trouble on the line resides on the Customer's side of the demarcation point. If the Customer requests the Company to repair the problem on the line, the Customer would incur additional charges to correct the trouble on the line.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 3 – Local Exchange Service, cont'd.**

**3.1 Local Exchange Service, cont'd.**

**3.1.2 Local Line, cont'd.**

**2. Monthly Recurring Charge Local Line**

Residential and Business Customers are offered Flat Rate Service or Measured Service. The term "flat rate service" denotes service where, for a stated monthly rate, unlimited calling is allowed to all other local exchange service lines in the local calling area in which the service is furnished. The term "measured service" denotes service where a customers pay per minute and/or per use for calls placed to other local exchange service lines in the local calling area where service is furnished.

A Local Line Customer will be charged applicable Monthly Recurring Charges (MRCs).



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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

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SECTION 3 – Local Exchange Service, cont'd.

3.1 Local Exchange Service, cont'd.

3.1.2 Local Line, cont'd.

3. Custom Calling Features

Custom Calling Features are optional central office services furnished to individual line business and/or residence Customers. Custom Calling Features are available where facilities exist and operating conditions permit.

a. Feature Descriptions

**Anonymous Call Rejection:** Allows the Customer to reject incoming calls from callers that intentionally block their caller identification information.

**Busy Line Redial:** Allows a Customer to program his or her telephone to automatically redial a busy number.

**Block 900/Block 976:** Allows Customer to block calls to 900 and 976 numbers from their home.

**Call Forwarding:** Allows the Customer to program his or her telephone so that incoming calls are forwarded to another number. Toll charges will apply if call is forwarded or returned outside of the local calling area.

**Call Forwarding - Busy:** Automatically forwards all incoming calls to a Customer-defined alternate number when the Customer's line is off hook.

**Call Forwarding - No Answer:** Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings. Toll charges will apply if call is forwarded or returned outside of the local calling area.

**Call Forwarding - Remote Access:** Allows the Customer to change the forwarding of a call (edit, activate, or deactivate) from a remote location by dialing in and pressing a series of codes. Toll charges will apply if call is forwarded or returned outside of the local calling area.

**Call Forwarding on Call Waiting:** Provides the Customer the capability to forward unanswered waiting calls to a Customer-designated number by using the combined functions of Call Waiting and Call Forward - No Answer. An incoming call to a busy line first receives standard waiting treatment in which an audible tone is heard by the called party and audible ringing is heard by the calling party. If the call is not answered after a period of time equal to the time-out value of Call Forward - No Answer, the incoming call is given Call Forward - No Answer treatment and is forwarded to a subscriber designated number. Toll charges will apply if call is forwarded or returned outside of the local calling area.

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

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SECTION 3 – Local Exchange Service, cont'd.

3.1 Local Exchange Service, cont'd.

3.1.2 Local Line, cont'd.

3. Custom Calling Features, cont'd.

a. Feature Descriptions, cont'd.

**Call Number Block (per call block):** Allows the party placing an outgoing call to block the delivery, on a per call basis, of the caller's identifying information, his or her name and telephone number (TN) from caller ID display devices. (Exceptions to call number block are E911 and Toll Free Service.)

**Call Number Block (per line block):** Allows the party placing an outgoing call to always block their name and telephone number (TN) from the party receiving the call. (Exceptions to call number block are E911 and Toll Free Service.)

**Call Return:** Provides the Customer an announcement of the last phone number that called them. Toll charges will apply if call is forwarded or returned outside of the local calling area.

**Call Trace:** Allows a Customer who has been receiving harassing or annoying phone calls to have the number of the calling party recorded by the Company's switch and kept by the Company. Customer must then file a complaint with appropriate law enforcement agency. The law enforcement agency will be permitted access to the recorded information, however, the calling party information will not be disclosed to the Customer. This feature is only available on a per use basis.

**Call Waiting:** The subscriber, already involved in a call, receives a tone that another incoming call is waiting to be answered. The called party, hearing the call-waiting tone during the existing conversation, can choose to flash the hook-switch and connect to the incoming call. This feature includes Cancel Call Waiting which allows the subscriber to enter a code that disables the Call Waiting feature so that he or she will not hear a tone during a conversation with another party.

**Call Waiting ID:** Allows the subscriber to receive calling party information during call waiting. Call Waiting ID presents the subscriber with a set of options to treat the incoming call. These options include forwarding the call, placing the call on hold, sending the call to treatment, placing the existing call on hold and answering the incoming call, or answering the call and dropping the existing call. This feature requires specialized Customer Premises Equipment.

**Caller ID (Caller Name & Number Delivery):** Allows the called party to see the name and where available the telephone number of the calling party. This feature requires specialized Customer Premises Equipment.

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

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SECTION 3 – Local Exchange Service, cont'd.

3.1 Local Exchange Service, cont'd.

3.1.2 Local Line, cont'd.

3. Custom Calling Features, cont'd.

a. Feature Descriptions, cont'd.

**Distinctive Ring:** Where facilities and operating conditions permit, this feature allows up to four directory numbers to terminate on a telephone line and telephone set. Each directory number has a distinctive ringing sequence and is priced separately.

**Priority Ringing:** Allows up to 31 directory numbers to be automatically identified by distinctive ringing. If a subscriber is engaged in conversation and a call from one of the designated directory numbers arrives, a distinctive call waiting tone accompanies the incoming call. All other calls ring normally.

**Selective Call Acceptance:** Allows the Customer to create a list of telephone numbers. Incoming calls from these numbers are accepted. All other calls are forwarded to an announcement.

**Selective Call Forwarding:** Allows the Customer to create a list of telephone numbers. Incoming calls from these numbers are forwarded to another number instead of being completed at the Customer's telephone number. All other calls are completed as usual. Toll charges will apply if call is forwarded or returned outside of the local calling area.

**Selective Call Rejection:** Allows the Customer to create a list of telephone numbers. Incoming calls from these numbers are forwarded to an announcement. All other calls are accepted.

**Speed Calling – 8:** Allows a Residential Customer to preprogram up to 8 telephone numbers, and then access these numbers with the simple touch of one digit or two digits on the telephone set.

**Speed Calling – 30:** Allows a Business Customer to preprogram up to 8 telephone numbers, and then access these numbers with the simple touch of one digit or two digits on the telephone set.

**Three Way Calling:** Allows the Customer to conference in a third person to an existing call so all three people can speak together in the same conversation.

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

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SECTION 3 – Local Exchange Service, cont'd.

3.1 Local Exchange Service, cont'd.

3.1.2 Local Line, cont'd.

3. Custom Calling Features, cont'd.

a. Feature Descriptions, cont'd.

**HD (High Definition) Voice: Provides Residential Customers crystal clear conversations with reduced background noise. Requires CPE/Handset support for both calling and called parties. A standard call will be established if HD Voice is not supported.**

**Simultaneous Ring: The simultaneous ring feature can ring several different phones at one time when an incoming call is received. All designated (programmed) numbers will ring at the same time and the call can be answered from any of the programmed devices.**

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 3 – Local Exchange Service, cont’d.**

**3.1 Local Exchange Service, cont’d.**

**3.1.2 Local Line, cont’d.**

**3. Custom Calling Features, cont’d.**

b. Residential Feature Package Descriptions

**Premier Feature Pak:** Provides the Residential Customer with the following features: Caller ID Per Call Blocking, Call Return, Busy Line Redial, 3-Way Calling, Anonymous Call Rejection, Call Forwarding, Call Waiting, Call Waiting ID, Caller ID with Calling Name, Selective Call Forwarding, Selective Call Rejection, Speed Dial 8, Speed Dial 30, HD Voice and Simultaneous Ringing. This feature package is only available to Customers who subscribe to Cox Voice Premier Package.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 3 – Local Exchange Service, cont’d.**

**3.1 Local Exchange Service, cont’d.**

**3.1.2 Local Line, cont’d.**

**3. Custom Calling Features, cont’d.**

c. Business Feature Package Descriptions

d. Charges

Depending on the feature, charges for optional Custom Calling Features will apply on a per month basis or per-use basis. Charges for Residential and Business Feature Packages will apply on a per month basis. Toll charges may be in addition to such charges, if applicable.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 3 – Local Exchange Service, cont’d.**

**3.1 Local Exchange Service, cont’d.**

**3.1.2 Local Line, cont’d.**

**4. Toll Restriction**

Toll Restriction allows the Customer the flexibility to restrict both Business and Residential access lines and trunks from billable toll calls, but allows completion of local directory assistance calls. If a Customer attempts to dial a restricted toll call, the Customer’s call will be intercepted and an announcement will advise the caller of the toll restriction.

**4.1 Terms and Conditions**

- Where facilities and operating conditions permit, this service will be offered to both Business access lines and trunks and Residential access lines.

Toll Restriction may prevent the completion of 1+ local calls.

**5. Emergency Services (Enhanced 911)**

Enhanced 9-1-1 allows 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

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 4 - Intrastate Toll Service**

**4.1 Intrastate Telecommunications Service**

Intrastate Telecommunications Service (ITS) applies to all toll calls made between different local service areas that are furnished or made available by the Company over facilities within the state. ITS provides telecommunications beyond the local serving area. ITS charges cover the service furnished between the calling and called stations. ITS Service is available to Customers located within the Company's service area who subscribe to Cox Local Exchange Service as described in this SERVICE GUIDE.

**4.1.1 Description of Service**

ITS is the furnishing of facilities for telecommunications between station lines in different local service areas in accordance with the terms, conditions, and rates specified in the SERVICE GUIDE. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. Company's ITS offerings include, but are not limited to the following:

**Class of Calls**

Charges apply according to the class of the call the calling party selects as defined below:

A. Station-to-Station

Station-to-Station charges will apply when the Customer dials the desired telephone number without the assistance of a Company Operator and the call is billed to the calling number. This includes calls forwarded by the call forwarding equipment.

The Station-to-Station class of service also applies when the Operator:

1. Records the calling telephone number for areas without automatic recording equipment.
2. Reaches the called telephone number because of trouble on the network or because dial completion is not available.
3. Places a call for a calling party who is identified as being disabled and is unable to dial the call because of that disability.
4. Reestablishes a dialed call when there is a service fault that interrupts a call after the called person has been reached.



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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 4 - Intrastate Toll Service, cont'd.**

**4.1 Intrastate Telecommunications Service, cont'd.**

**4.1.2 Timing of Messages**

- a. Unless otherwise indicated, all Residential calls are timed in one-minute increments. Business calls are timed in six-second increments. All calls are rounded up to the next higher minute or billing increment.
- b. For station to station calls, call timing begins when a connection is established between the calling and called stations.
- c. For person to person calls, call timing begins when connection is established between the calling person and the particular person, station, or mobile unit specified, or an agreed upon alternate.
- d. Call timing ends when the called station "hangs up," thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network, or by the Company operator.

**4.1.3 Time Periods Defined**

Peak: 8:00 a.m. to, but not including, 5:00 p.m. - M - F  
Off Peak: 5:00 p.m. to, but not including, 8:00 a.m. - M - F  
All day Saturday, Sunday and Holidays.

**4.1.4 Charges**

Charges for ITS calls are determined by the class of the call and duration of the call. The total amount of the call will be rounded to the nearest cent if the computed rate of the call results in a fractional charge. Charges for ITS calls apply to all intrastate intraLATA and interLATA calls, all times of day, seven days a week.

Customers subscribing to a calling plan will be charged in accordance with such plan. Customers not subscribing to a calling plan will be assessed Cox's standard rate at the time the call is placed.

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

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**SECTION 4 - Intrastate Toll Service, cont'd.**

**4.1 Intrastate Telecommunications Service, cont'd.**

**4.1.5 Optional Calling Plans**

**1. Residential Service**

Simply Five Savings Plan

This optional calling plan will provide Cox Residential Customers a competitively priced alternative choice to Cox standard long distance plan. The optional calling plan will be available to new and existing Customers who choose Cox Long Distance for both PIC and LPIC. The plan includes direct-dialed calls that originate and terminate within the state and interstate calls, which include all 50 states, the District of Columbia, Puerto Rico, U.S. Virgin Islands, Guam, CMNI and American Samoa.

Premier:

Unlimited local and long distance calling plus Voice mail, **Caller ID Per Call Blocking, Call Return, Busy Line Redial, 3-Way Calling, Anonymous Call Rejection, Call Forwarding, Call Waiting, Call Waiting ID, Caller ID with Calling Name, Selective Call Forwarding, Selective Call Rejection, Speed Dial 8, Speed Dial 30, HD Voice and Simultaneous Ringing.**

Starter:

Unlimited local calling. **Primary Line provisioned with Cox Long Distance for intra- and inter-LATA service.**

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 4 - Intrastate Toll Service, cont'd.**

**4.1 Intrastate Telecommunications Service, cont'd.**

**4.1.5 Optional Calling Plans, cont'd.**

**2. Business Service**

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 4 - Intrastate Toll Service, cont'd.**

**4.1 Intrastate Telecommunications Service, cont'd.**

**4.1.5 Optional Calling Plans, cont'd.**

**2. Business Service, cont'd.**

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 4 - Intrastate Toll Service, cont'd.**

**4.1 Intrastate Telecommunications Service, cont'd.**

**4.1.5 Optional Calling Plans, cont'd.**

**2. Business Service, cont'd.**

**CBS Minute Pack 100**

This optional long distance call plan provides Cox Business Customers a block of 100 minutes of direct dialed intrastate and interstate long distance service. The block of 100 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 100-minute block will be billed in whole minute increments.

**CBS Minute Pack 250**

This optional long distance call plan provides Cox Business Customers a block of 250 minutes of direct dialed intrastate and interstate long distance service. The block of 250 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 250-minute block will be billed in whole minute increments.

**CBS Minute Pack 600**

This optional long distance call plan provides Cox Business Customers a block of 600 minutes of direct dialed intrastate and interstate long distance service. The block of 600 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 600-minute block will be billed in whole minute increments.

**CBS Minute Pack 800**

This optional long distance call plan provides Cox Business Customers a block of 800 minutes of direct dialed intrastate and interstate long distance service. The block of 800 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 800-minute block will be billed in whole minute increments.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 4 - Intrastate Toll Service, cont'd.**

**4.1 Intrastate Telecommunications Service, cont'd.**

**4.1.5 Optional Calling Plans, cont'd.**

**2. Business Service, cont'd.**

**CBS Minute Pack 1000**

This optional long distance call plan provides Cox Business Customers a block of 1000 minutes of direct dialed intrastate and interstate long distance service. The block of 1000 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 1000-minute block will be billed in whole minute increments.

**CBS Minute Pack 2500**

This optional long distance call plan provides Cox Business Customers a block of 2500 minutes of direct dialed intrastate and interstate long distance service. The block of 2500 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 2500-minute block will be billed in whole minute increments.

**CBS Minute Pack 5000**

This optional long distance call plan provides Cox Business Customers a block of 5000 minutes of direct dialed intrastate and interstate long distance service. The block of 5000 minutes is shared among a Business Customer's access lines. Any remaining minutes at the end of the billing period will not rollover to the next month. Toll minutes in excess of the 5000-minute block will be billed in whole minute increments.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 4 - Intrastate Toll Service, cont'd.**

**4.1 Intrastate Telecommunications Service, cont'd.**

**4.1.5 Optional Calling Plans, cont'd.**

**2. Business Service, cont'd.**

**The Business Nickel Call Plan**

This Business call plan provides Cox Business Customers a competitively priced alternative to the standard long distance plan. The call plan is available to new and existing customers who choose Cox Long Distance for both PIC and LPIC. The plan is a flat per-minute all day, every day on direct dialed intrastate calls with no monthly recurring charge and billed on six-second increments as detailed on the Cox Customer Service Agreement. There is a complementary interstate call plan that includes state-to-state calls to all 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, CNMI and American Samoa. Additionally, Customers will receive free ITS minutes each month depending on the number of lines associated with the account pursuant to the table below.

<b>Number of Lines</b>	<b>Free Minutes</b>
2 through 5	250
6 through 10	500
11+	1,000

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 5 – BUNDLED SERVICES**

**5.1 Residential Services**

**1. RESERVED**



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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 5 – BUNDLED SERVICES**

**5.1 Residential Services**

**1. RESERVED**

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

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SECTION 5 – BUNDLED SERVICES

5.1 Residential Services, cont'd.

2. RESERVED

3. Cox Voice Economy

Cox also offers to existing Residential Customers currently subscribing to **Cox Voice** service who express a desire to disconnect phone service, a package known as **Cox Voice Economy**. **Cox Voice Economy** is offered as a retention only service for Residential Customers that includes a Residential Primary Line provisioned with Caller ID and Cox Long Distance for intra- and inter-LATA service.

4. Cox Voice Premier Package

Where facilities exist and operating conditions permit, the Cox Premier Package offers Residential Customers in Company's service area with unlimited intrastate and interstate direct-dialed toll calling subject to the conditions below. The **Cox Voice Premier Package** includes:

1. One flat-rated Residential Access Line,
2. Unlimited Cox Long Distance for both intra- and inter-LATA toll services,
3. The Premier Feature Pack, and
4. Basic Voice Mail, optional.

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

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SECTION 5 – BUNDLED SERVICES

5.1 Residential Services, cont'd.

4. Cox Voice Premier Package, cont'd.

**Terms and Conditions**

1. The applicable monthly recurring charge for the Cox Premier Package will be billed in advance in accordance with rules of this tariff applicable to the payment of recurring charges for local exchange service.
2. The unlimited toll calls under this package may be directly dialed from the line designated by the Customer to any place within Nevada, the 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, CNMI and American Samoa.
3. The unlimited intraLATA and interLATA toll minutes included in this package (1) shall apply exclusively to direct-dialed calls made from the line subject to this plan, (2) have no cash value for refund purposes, (3) are not transferable or assignable, and (4) shall not apply toward operator-assisted, collect calls, calls billed to a third party or credit cards, or calls to directory assistance.
4. International toll calls **to landlines in Mexico** are included with this package.
5. If usage under this plan is not consistent with typical Residential Customer usage, at the Company's sole discretion, the Company may offer the Customer an alternative plan or suspend, restrict or cancel Customer's service without prior notice. Calls that are not consistent with typical Residential voice use include but are not limited to: non-voice services, use for general business purposes, commercial facsimile, auto-dialing, resale, call centers and telemarketing. Callers must dial 1+ area code + 7-digit telephone number for the call to be included in the Cox Unlimited plan. This is a flat rate call plan; call detail is not available with this plan. Customers must subscribe to Cox Long Distance and also to the Company's local exchange service. This plan is available to Customers on a per-line basis and will be provisioned only on the Primary Line. Unlimited service is reserved for direct-dialed long distance calls and does not include multi-party conference calls or multi-party chat lines, calls to 900 numbers, directory assistance, per-use feature calling, calling card, operator services, international calling and toll free calling services; such calls are subject to additional charges. Taxes, fees and other charges apply.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 5 – BUNDLED SERVICES**

**5.2 Business Services**

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 5 – BUNDLED SERVICES**

**5.2 Business Services, cont'd.**

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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

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SECTION 6 – SPECIAL SERVICE ARRANGEMENTS

**6.1 Price Lock Guarantee (PLG) with a 24 Month Service Agreement**

**1. Description**

PLG is available to new and existing Residential Customers who agree to a 24 Month Service Agreement and meet the eligibility criteria set forth below. Customers subscribing to PLG will receive a price lock guarantee for the twenty-four month term of the agreement.

**2. Eligibility**

To be eligible, Customer must be a new or existing Residential Customer of Cox or its affiliate in good standing (no outstanding balance over 30 days) and subscribe to a 24-month term commitment ("Subscription Term") for at least one line of Residential Local Exchange Service and select Cox as the provider for local toll and long distance telephone service for this line.

**3. Terms and Conditions**

1. If during the Subscription Term (i) Customer disconnects any of the services described in 2 above, or (ii) Customer's Service is disconnected for non-payment, fraud or violation of this Service Guide or other applicable terms and conditions, Customer will be billed, and Customer shall pay, an applicable early termination fee ("ETF"). The ETF will be reduced a pro rata amount for each full month of the Subscription Term that the Customer completes. For example, if the applicable ETF is \$48 and the Customer terminates **Cox Voice** Service during month 18 of the Subscription Term, Customer shall pay Cox a \$14 ETF [\$48.00 minus \$34 (\$2.00 x 17 full months)]. If Services are suspended, restricted, or cancelled, charges will accrue through the date that Cox fully processes the suspension, restriction or cancellation.
2. Customer may cancel their Subscription Term and service within 30 days of the installation date of all eligible services ("Cancel Date") without incurring an ETF. To do so, Customer must notify Cox by calling Cox's Customer Care Center no later than the Cancel Date.
3. Except as noted in 2 of this sub-section, Customer must pay to Cox all outstanding charges for Services, including payment of any bills that remain due after the date of cancellation (including, any ETF).
4. Customer may transfer the **Cox Voice** Services to another location within the Cox service area without being subject an ETF.
5. Customer's 24-month term commitment will begin on the date all eligible services, as defined in 2 above, are installed.
6. At the end of Customer's Subscription Term, pricing for **Cox Voice** Services will revert to the standard pricing in effect at that time.
7. Except as otherwise prohibited by law, the Customer agrees to arbitrate any dispute. Notwithstanding the arbitration agreement, the Customer may bring appropriate claims to the small claims court, if the claims fall within the small claims court's jurisdiction, or before the Federal Communications Commission or the state public utilities commission.
8. This offer may not be combined with any other discount offered by Company.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 6 – SPECIAL SERVICE ARRANGEMENTS**

**6.2 RESERVED**

**Note: PLG Plus removed 6/25/14**

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 7 - Ancillary Service Offerings**

**7.1 Directory Assistance**

A Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator. A Directory Assistance charge will be assessed on a per-use basis.

The Customer may request a maximum of two telephone numbers per call to Directory Assistance service.

**7.1.1** A credit will be given for calls to Directory Assistance as follows:

- The Customer experiences poor transmission or is cut-off during the call; or
- The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify its Customer Service representative.

**7.1.2** Charges for local Directory Assistance Service are not applicable to calls placed from Customers who certify that they are unable to use a directory because of a physical, visual or mental handicap. Handicapped Customers may obtain this exemption upon their completion and submission of an exemption form supplied by the Company, and the Company's acceptance of that form.

**7.1.3** Charges for Directory Assistance Service are not applicable to calls placed from Hospitals.



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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

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SECTION 7 – Ancillary Services contd.

7.2 Operator Assistance

- 7.2.1** A Customer may obtain the assistance of an operator to complete local exchange and ITS telephone calls in the following manner:

**Third Number Billing:** Provides the Customer with the capability to charge a 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.

**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.

**Credit Cards:** Provides the Customer with the capability to place a call using a credit card with the assistance of an operator.

**Person to Person:** Person-to-Person charges apply when the calling party specifies to the operator a particular person to be reached, or a particular station, department, or office to be reached through a PBX or Centrex attendant. After the called station has been reached, if the called party is unavailable and the calling party requests or agrees to speak to a party other than the party initially specified, the call is still billed as a Person-to-Person call. The calling party is responsible for identifying the party at the called station.

**Station to Station:** Calls complete with the assistance of an operator to a particular Station. The call may be billed to the called party.

**General Assistance:** The Customer has the option to request general information from the operator, such as dialing instructions, country or city codes, area code information and Customer Service 800/888 telephone numbers, but does not request the operator to complete the call.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 3 – Ancillary Services, cont'd.**

**7.2 Operator Assistance, cont'd.**

**7.2.2 Operator Assisted Charges**

Operator assisted calls are subject to per-minute charges, as applicable, and a per-use charge may apply based on the manner in which the call is completed.

The following operator services will not be assessed a per-use charge.

Calling Card, Customer dialed
General Assistance

The following operator services will be assessed a per-use charge plus any applicable per minute-of-use charges.

Credit Card, Operator dialed
Collect Calling, Customer dialed
Collect Calling, Operator dialed
Person-to-Person, Customer dialed
Person-to-Person, Operator dialed
Station-to-Station, Operator dialed
Third Number Billing, Customer dialed
Third Number Billing, Operator dialed

- 7.2.3** Operator Assistance charges will not apply where a Company provided operator is requested to establish calls from Customers whose physical or visual disabilities prevent them from completing the call.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 7 –Ancillary Service, cont’d.**

**7.3 Directory Listings**

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by on or behalf of the incumbent local exchange carrier in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listings of additional Customer Station numbers other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.

- 7.3.1** The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- 7.3.2** Directory listings must be in the name of a person who lives at a residence and must be a legally authorized or adopted name. Listings may reflect full first/given name or initials of that name. For example, John Smith may be listed as John or J. Smith.
- 7.3.3** The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 7.3.4** To ensure that listings are placed in the appropriate section of the directory, each Residential listing must be designated "Residential" and each commercial listing must be designated "Business" or "Government". In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only Residential listings in the Residential section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 7 – Ancillary Service cont'd.**

**7.3 Directory Listings, cont'd.**

**7.3.5** In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule set by the publisher.

**7.3.6** Directory listings are provided in connection with each Customer service as specified herein.

1. Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no charge.
2. Additional Listings: In connection with business service, additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein. Rates for additional listings are specified in the Cox Nevada Rate Sheet or Cox Customer Service Agreement.
3. Non-published Listings: Listings that are not printed in directories nor available from Directory Assistance.

A Non-published Telephone Service will be furnished at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customers telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.1.4, Liability of the Company.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 7 – Ancillary Service cont'd.**

**7.4     Reserved**

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 7 – Ancillary Service cont’d.**

**7.5 Emergency Locator Service**

**1. General**

At the request of the Customer and upon the approval of the Company and at those prices set forth in the chart below, the Company will offer to the Customer certain Automatic Location Identification ("ALI") and/or Private Switch/Automatic Location Identification ("PS/ALI") services as an enhancement to its other 911 local service offerings. PS/ALI service provides E911 service features for stations that operate behind private switches, e.g., PBXs. Specifically, the PS/ALI service provides an automatic display at the Public Safety Answering Point (hereafter "PSAP") of the caller's telephone number and the address/location of the telephone. A Customer's PBX must be capable of providing the telephone number to the 911 system to identify the specific extension originating a 911 call. The Company's PS/ALI service provides a PBX 911 manager for "public safety/address location point" database management and the Customer is required to update databases using a web-based interface.

All telephone numbers that a customer desires to be included in the Company's PS/ALI service must be owned by the Company. Telephone numbers that are provided by a service provider other than the Company are not eligible for inclusion in this service.

**2. Eligibility Requirements**

A Customer who desires to receive service shall satisfy the following obligations to Company:

- a. Customer will complete a customer profile ordering form (i) designating a single point of contact for all operational issues, (ii) supplying the necessary telephone number range(s) and PSAP, if multiple locations apply. Customer and Company shall validate telephone number ranges provided through any LEC dial tone provider(s) other than Company.
- b. Company will have up to thirty (30) business days to attempt to load the initial customer data after the receipt of acceptable data files from the customer. Should the initial load attempt fail due to the losing company's business practices, it shall be the customer's responsibility to negotiate with the losing company to release the numbers that are being transferred to Cox.
- c. Company will attempt to load additional numbers submitted on subsequent Load Forms within seven (7) business days following the receipt of a valid TNs but full assurance of meeting a seven (7) day timeline is guaranteed.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 7 – Ancillary Service cont’d.**

**7.5 Emergency Locator Service**

**2. Eligibility Requirements (cont’d)**

- d. Customer is responsible for working with Company and any other LEC dial tone provider(s) to set up any required National Emergency Numbering Association identification codes (hereafter known as “NENA ID”) for Customer’s PS/ALI records.
- e. Customer is responsible for obtaining authorization from any LEC dial tone provider other than Company to insert and modify ALI records for the specified telephone number ranges in any regional E911 databases using the separate NENA ID assigned for PS/ALI records.
- f. Customer shall provide Company with a signed and properly authorized copy of a Letter of Agency (LOA) in favor of Company in the form requested by Company.
- g. In addition to any other fees charged by Company, Customer is responsible for any costs of any tasks related to setting up data exchange and obtaining user IDs and passwords for regional E911 databases. Customer must obtain any approval needed for Company to submit PBX records on its behalf to regional E911- database provider(s), including any approval that may be required by any government agency.
- h. In the event some of the automatic location identification records needed by Company to provision PS/ALI services are not “owned” by the Company, Customer shall obtain and provide to Company prior written consent from the E911 service provider to allow Company to use same without charge.
- i. If Customer is porting to Company a block of telephone numbers from another telephone company, Customer is responsible for working with the transferee LEC to port the main billing telephone number and all associated telephone numbers via the NENA standard unlock and migrate function codes through normal Service Order Input (“SOI”) processing.
- j. If Customer discontinues dial tone services with Company or another provider, the use of PS/ALI services by Customer will be discontinued for the corresponding block of telephone numbers.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 7 – Ancillary Service cont’d.**

**7.5 Emergency Locator Service**

**2. Eligibility Requirements (cont’d)**

- k. Customer must have a personal computer workstation with the following requirements in order to interface with Company and receive PS/ALI service from the Company and Customer shall meet these requirements at every point in time:
  - Microsoft Windows 95, Windows 98, or Windows NT 4.0 Windows XP, Windows 7 and Vista (or most current version)
  - Internet access
  - Microsoft Internet Explorer, Version 5.01, Service pack 1 or higher
  - Currently Apple/MAC browsers are not supported
- l. Company shall bill Customer for PS/ALI services in its normal billing interval and Customer shall pay same as indicated on the invoice.
- m. By means of a direct telephone conversation (no email or voice mail messages will be provided), a representative of Company will provide the Customer with a user ID, as password, and a secure key code token for Customer’s use in meeting its responsibilities hereunder. Customer will provide Company with a spreadsheet containing the telephone numbers, names, and site-specific PBX information for initially loading the records into the PS/ALI database. A PS/ALI Initial Load File (“ILF”) form will be provided to the Customer to provide Company with the required ILF fields and format information for the initial build of telephone number records into Company’s system. Company will validate that the numbers submitted by the customer are owned by the Company but is not otherwise required to manipulate and/or change any of the data provided in the ILF on behalf of Customer and may rely upon the accuracy of same; instead, Customer is responsible for submitting the correct field and formatting information via the ILF form. The Customer may submit the first ILF data form to the Company without additional charge. Customer will incur additional charges for any subsequent ILFs required.
- n. Company will attempt to correct only MSAG errors, that is, “701” errors (house number out of range in MSAG) and “709” errors (street not found in MSAG). MSAG related errors that Company is unable to correct will be forwarded to Customer for correction. All other error types detected either by validation against Company databases or against other host ALI databases, will also be returned to Customer for correction. This includes errors that occur during the Initial Load File build and errors occurring after the initial load. Error records will be returned ‘as is’ to Customer.



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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 7 – Ancillary Service cont’d.**

**7.5 Emergency Locator Service**

**2. Eligibility Requirements (cont’d)**

- o. Customer will migrate and update DID numbers and all other telephone numbers associated with this service through the PS/ALI Manager after the ILF. The web-based system permits Customer to maintain station level ALI identification records in the form of “move”, “add,” “change” or “delete” to pre-authorized Customer records identified by telephone number range on the PS/ALI Customer Profile Order Form.
- p. After validation and processing through the PS/ALI database system, Company will route updated telephone number records to the appropriate “E911 database” provider based upon the NPA/NXX on each record. Records processed by the Company will be transmitted to the appropriate E911 database provider(s) throughout the country.
- q. Telephone numbers that are transported outside of Company’s defined operational jurisdictions, either on a temporary or permanent basis, may not be routed to the proper PSAP and customer will assume any and all risk associated with this condition.
- r. The PS/ALI Manager’s web-based interface offers a range of online reports to facilitate PBX management, allowing data to be sorted by address and telephone number range, and Customer is expected to use same and to be totally responsible for the accuracy of any information provided.
- s. For day-to-day management processing matters, Customer should contact its designated Company data analyst. Company analysts provide routine support services Monday through Friday during normal business hours (8:00 a.m. – 5:00 p.m. Mountain Time), excluding Company-observed holidays.
- t. Company will provide training to Customer at a mutually agreed-upon date and time. This training will include training on the use of the web-based services. Company will provide one training class, for a maximum of two (2) hours, via a telephone conference call to a maximum of two (2) attendees. Company will provide a maximum of two (2) copies of training course materials to attendees of the training conference call described herein.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 7 – Ancillary Service cont’d.**

**7.5 Emergency Locator Service**

**2. Eligibility Requirements (cont’d)**

- u. If Customer decides to discontinue dial tone service with Company or any other LEC providing services to the Customer, then Customer shall immediately notify the assigned Company data analyst in writing that a designated telephone number range will discontinue dial tone services stating the identification of the LECs including Company associated with those numbers. Such notification must be received by Company forty five (45) days in advance. It is the Customer’s responsibility to communicate with Company and any other affected LECs regarding the discontinuation and within twenty (20) days of providing the notice set forth above, Customer must either delete all records through the normal SOI update process or instruct Company to unlock all such records. After all records are deleted or unlocked, Company may deny Customer account access. After thirty (30) days, the account access will be denied regardless of option chosen.
- v. For Customer requests that are beyond the scope of the deliverables outlined in this tariff, Customer may submit a change request (“Change Request”) form to Company and Company at its option may accept the requested change and/or propose additional charges to Customer for same.
- w. Any and all PS/ALI system problems that Customer experiences shall be immediately reported to Company without delay. Notwithstanding the foregoing, any Internet Explorer problems experienced by Customer while using PS/ALI should be reported to the browser manufacturer.
- x. As a condition to Company’s obligation to initiate and continue PS/ALI services to Customer, Customer is obligated to deliver to Company and to continue in full force and effect the following:
  - a. a completed order form as required by the Company,
  - b. its authorization for NENA IDs and permission for insertion into ALI databases,
  - c. identification of Customer’s PS/ALI program manager,
  - d. a completed and accurate ILF form,
  - e. a signed authorized executed letter of agency as described above,
  - f. a designated point of contact,
  - g. evidence sufficient to Company that the Customer has obtained authorization from any and all LEC dial tone providers to insert and modify ALI records for the specified telephone number ranges,
  - h. and complete and accurate information about its PBX equipment sufficient to establish that the equipment has the capability to forward ANI information to the selective router in accordance with LEC and local requirements.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 7 – Ancillary Service cont’d.**

**7.5 Emergency Locator Service**

**2. Eligibility Requirements (cont’d)**

- y. Company may request from time to time additional information from Customer and Customer shall promptly and within any time period stated respond to any such request.
- z. At any time and from time to time, Company may assign or delegate some or all of its rights and responsibilities hereunder to any qualified provider of PS/ALI services or support and Customer agrees to cooperate fully with any agent, assignee or delegate of Company in furtherance of Company’s provision of PS/ALI services.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 7 – Ancillary Service cont'd.**

**7.6 Telecommunications Service Priority (TSP) System**

**1. General TSP Description**

Cox TSP provides priority Cox services to Federal Government Agencies and authorized users for provisioning and restoration of services within defined critical and emergency situations. The Cox TSP System is designed to meet the requirements of the Federal Communications Commission (FCC) to expedite provisioning and restoration of mission-critical telecommunications services outlined under the Federal TSP Program and National Communications System (NCSD 3-1).

Additional sources of reference for include:

1. National Communications System (NCS) Manual 3-1-1
2. Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NS/EP) Service user Manual"
3. National Communications System (NCS) handbook 3-1-2
4. Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NS/EP) Service Vendor Handbook

Priority Installation and/or Restoration of NS/EP telecommunications services shall be provided in accordance with part 64.401, appendix A, of the Federal Communications Commission's (FCC's) Rules and Regulations.

**2. Qualifying TSP Service Categories**

Cox Customers must meet specific categories regarding essential or emergency services in order to apply for NS/EP services. NS/EP qualified categories include the following four "Essential" categories outlined in NCSC 3-1, Section 15 plus an "Emergency" category:

- Category A - National Security Leadership
- Category B - National Security Posture and U.S. Population Warning
- Category C - Public Health, Safety and Maintenance of Law and Order
- Category D - Public Welfare and Maintenance of National Economic Posture
- Category E - Emergency (applicable for provisioning requirements only)

**3. Service Level Priorities**

Cox Services may be assigned priority levels of "1" (Highest) through "5" (lowest) with additional emergency (E) assignment of priority level as outlined in NCSC 3-1, Section 15. The OPT is responsible for ensuring that TSP assignments are not concentrated at one priority level. For additional information refer to NCSC 3-1-1, Section 2.5, figure 2-3.

Cox may provide sub-priority level assignments for own internal use as provided under NCSC 3-1, Section 15. Conditions may arise that deem it necessary to preempt one or more Customer services with a lower or no restoration priority in order to install or restore NS/EP telecommunications service of a higher priority. The Company will make reasonable effort to notify the Customer of the action being taken if such preemptive action is necessary. Customers who have their service levels impacted from this situation may qualify for credit for such services in accordance with the provisions for credits as specified in the Cox Local Exchange Service tariff section 2.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 7 – Ancillary Service cont'd.**

**7.6 Telecommunications Service Priority (TSP) System**

**4. Qualifying TSP Services**

The scope of work for identifying specific TSP services is described as follows:

- A) **Priority Provisioning (Installation):**  
The initial set-up and construction process for provisioning and supplying telecommunications services to a Customer, including all associated transmission, wiring and equipment, if provided by the Cox, at a time earlier than Cox standard order intervals. Cox standard order intervals are quoted on a case-by-case basis and are time/date sensitive.
- B) **Priority Restoration:**  
The restoration of Cox services currently being contracted by a Cox Customer at a time earlier than Cox standard order intervals. Cox standard order intervals are quoted on a case-by-case basis and are time/date sensitive.
- C) **Priority Restoration Level Implementation (Assignment):**  
Designated priority levels (1, 2, 3, 4, 5 and E) of service associated with the restoration of a particular NS/EP telecommunications service.
- D) **Priority Restoration Level Change:**  
Changes in priority level to any pre-assigned priority service levels for a NS/EP telecommunications service. This includes any extension of an existing priority level assignment to an expanded NS/EP service.
- E) **Priority Restoration Administration and Maintenance:**  
Administrative and maintenance necessary to correspond to NS/EP provided services.

**5. Applicable Cox Service Profiles**

Telecommunications services identified under this program support National Security or Emergency Preparedness (NS/EP) missions. The TSP System provides a guideline for Cox to provide priority restoration of services in case of an isolated incident or the result of large-scale or national disasters, emergencies, civil, or military crisis.

The Cox TSP System applies to Cox "on-net" Cox-owned switched or special access services. For facilities, where Cox does not provide the entire facility, Cox will issue the TSP Authorization code with the order to the carrier providing the non-Cox portion of the facility and Cox will pass these charges through to the Customer. The Cox TSP System does not include any resale or UNE/EEL type of facilities in which Cox may not control or provision all or part of the services provided. The Cox TSP System also applies only to Customers directly contracted with Cox. The TSP System applies only to NS/EP telecommunications services as outlined in NCSD 3-1, Section 7 "Scope of the NS/EP TSP System".

Cox will, within the limits of good management and availability, make available the necessary facilities to restore service in the event of conditions supporting TSP. Restoration of services may require the use of temporary facilities such as wireless or ground level cable or fiber runs and drops. Restoration may also require the temporary use of government-owned facilities.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 7 – Ancillary Service cont’d.**

**7.6 Telecommunications Service Priority (TSP) System**

**5. Applicable Cox Service Profiles, cont’d.**

All TSP services are identified by specific “service profiles”. The service profile defines the level of support to the portion of the telecommunications service that Cox owns and/or operates. The service profile is composed of the following element groups:

- Element Group A - Customer premises equipment. This may include Cox owned and/or managed routers, network interface devices and network termination equipment.
- Element Group B - Customer premises wiring. This may be included under the Cox Commercial Service Assurance Plan and/or separately contracted Customer premise construction.
- Element Group C - Operations. This is the actual service such as local dial tone service, Internet access, data transport, etc. provided by Cox.
- Element Group D - Technical Control Facility/Fault Detection/Isolation. This may be included under specific services contracted through Cox. Many Cox services are monitored for fault or failure by either our NOC (Network Operations Center) or SOC (Systems Operations Center). This may also include additional local service and troubleshooting.
- Element Group E - Service Testing. This may include Cox troubleshooting, initial provisioning circuit testing and/or maintenance testing during restoration.
- Element Group F - First service/Route Diversity. This may include first, or primary, services as well as diversity of Cox services provided through multiple routes, either virtual or real, provided by dual-route-builds into physical locations, BGP virtual routes over routers, SONET dual routing, etc.
- Element Group G - Facility/Site Access. This may include Cox co-located sites where Customer owned and/or maintained equipment or facilities reside, emergency access points for mobile communications vehicles, etc.

**6. Specific Customer Information and Records**

For Customers who obtain TSP System service, they acknowledge and consent to the provision of certain Customer service record information and/or Customer Proprietary Network Information (CPNI) by the Company to the National Communications System (NCS) in order for the NCS to maintain and administer the overall TSP System. This Customer service record information will include all relevant TSP System Service information and the TSP Authorization.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 7 – Ancillary Service cont'd.**

**7.6 Telecommunications Service Priority (TSP) System**

**7. Qualification Process**

A potential TSP user must request a TSP assignment from the OPT (Office of Priority Telecommunications) located at the NCS (National Communications System). If the OPT approves a Cox Customer request, a TSP assignment will be forwarded back to the Customer in the form of a 12 digit TSP Authorization Code (NCSC 3-1-1, Section 2.4 for additional details). To obtain priority provision and/or restoration of a qualifying Cox service this code must be provided to Cox with customer request for TSP.

**8. Rate Applications**

Rates apply only to direct charges associated with the Cox TSP System. Rates for specific telecommunications services and products may include recurring monthly charges, non-recurring charges, construction charges and mileage sensitive charges.

Rates for Priority Provisioning, Priority Restoration, are applied on a "per circuit" basis for special access services and on a "per line or trunk" basis for Switched Access Service. Priority Provisioning and Priority Restoration rates are applied as a one-time activation charge for each Cox TSP circuit, line and/or trunk service request. When an Access Service is ordered with both Priority Provisioning and Priority Restoration, the non-recurring charge for Priority Restoration applies for both the provisioning and the restoration.

The Administration and Maintenance charges are applied per line or trunk and per circuit for Special Access Service. Each loop or loop segment of a Special Access multi-point service will be treated as a separate circuit with charge applied on a per loop basis.

The Priority Level Change charge is applicable when the TSP System order activity is changing priority levels. It applies each time the level is changed to a higher or lower level or when moving to an "E" category.

For subsequent orders for additional lines and circuits, TSP System assignment may apply upon Customer request and review by Cox. When the TSP System is revoked, or discontinued, and the associated Service is continued in service, no charge applies for such discontinuance of Cox TSP.

When performing services under TSP where additional labor charges may apply, Cox will attempt to notify Customer of charges before the required additional labor is undertaken. The Customer, in obtaining a Priority Restoration, recognizes that quoting charges and obtaining permission to proceed with the restoration of certain Services may cause certain delays and, as a result, could jeopardize the intent of early restoration of services provided under this program. In subscribing to the TSP System service, the Customer recognizes this condition, grants the Company the right to quote charges after the restoration or installation is completed and agrees to pay the charges.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 7 – Ancillary Service cont’d.**

**7.7 Temporary Suspension of Service - Customer Initiated – Seasonal Saver Plan**

Residential or Business Service may be temporarily suspended at the Customer behest. Prior to the service suspension, the Customer shall have paid for at least the first full month of service.

**7.7.1 Terms and Conditions**

- The suspension rate will not be applicable until after the service has been in effect for at least one full month.
- The full service rate will apply, if service is restored within 30 days after the date beginning the suspension of service.
- If the service is suspended for a period of 31 days or longer, the reduced rate will apply. The normal monthly recurring rates will be suspended and replaced by the reduced rate. Contact a Company Service Representative for details.
- Customers may suspend service for a minimum of 30 days to a maximum of 9 months. Customers may go on seasonal status twice per calendar year with a minimum of 30 days between occurrences. After nine consecutive months, or after a total of nine months within a calendar year, services are subject to return to full billing as subscribed to prior to the seasonal saver suspension of service.
- Customers on Seasonal Service are unable to reach emergency services by dialing 911.



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LOCAL EXCHANGE AND INTEREXCHANGE SERVICES

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**SECTION 8 – Promotional Offerings and Service Guarantees**

**8.1 Promotional Offerings**

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings will be limited as to the duration, the date and times of the offerings and the locations where the offerings are made.

**8.2 Service Guarantees**

Satisfaction Guarantee

If a Residential Customer is not completely satisfied with the Cox Services within the first thirty-days (30) of service, the Company will refund the first month's recurring charges on the Primary Line, features and feature packages, and Cox Connection Packages. The refund would not apply to local toll and long distance charges, taxes, fees and surcharges. To be eligible for the refund, a Residential Customer must make a refund claim within the first sixty-days of service and discontinue **Cox Voice** Service.

For Business Customers, the 30-day Satisfaction Guarantee period begins on the date of installation and entitles the Business Customer to a refund of installation fees and the first month's recurring charges. Refunds of Business Customer installation fees, including any construction costs billed to the Customer will be limited to the actual amounts billed or \$300, whichever is less. The refund would not apply to local toll and long distance charges, taxes, fees and surcharges. Business Customer Satisfaction Guarantee claims must be made within 30 days of service activation to avoid applicable early termination charges.

The Company, at its option, may provide products or services up to a \$25 value as a gesture of goodwill whenever the Company deems it appropriate to compensate Customers for their inconvenience.

On-Time Guarantee – Residential Customers

The Company offers an On-Time Guarantee to its Residential Customers. If a Cox technician, or agent, does not arrive at the Customer's premises within the prearranged service window, upon Customer's request, Cox will credit the Customer's account \$20 on the next bill cycle. This credit has no cash value and will only be used to offset charges on the Customer's bill.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 9 – Reserved**

**9.1 Reserved**

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 9 – Reserved**

**9.1 Reserved**

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 10 – Obsolete Services**

**10.1 Lifeline Assistance**

Lifeline Assistance Plan (Lifeline) assists low-income households/applicants by reducing their monthly costs for one telephone line per household at the principle place of residence. The applicant must be enrolled in a certain programs or satisfy certain income criteria established by the appropriate state agency. Lifeline is a government assistance program which is non-transferable and the program is limited to one discount per household.

**10.1.1 Eligibility Requirements**

1. Applicant participating in one of the following programs may be eligible for Lifeline:
  - Medicaid;
  - Supplemental Nutrition Assistance Program (Food Stamps or SNAP);
  - Supplemental Security Income (SSI);
  - Federal Public Housing Assistance (Section 8), or
  - Veterans Pension & Survivors Pension benefit.
2. In addition, applicants not participating in the programs listed above may still be eligible for Lifeline service if they are able to certify and furnish proof that the total gross annual income of their household does not exceed 135% of the Federal Poverty Guidelines (FPG).
3. Applicant must request assistance by completing a Company provided form.
4. Proof of income or proof of eligibility in any of the qualifying low income assistance programs listed above must be consistent with applicable law and provided to Cox at the time of application for service. Once eligibility has been established, Cox will not retain copies of the documentation provided. The Lifeline discount will not be established until proof of eligibility has been received by Cox. If the Customer requests installation prior to Cox's receipt of such proof, the service requested will be provided, but without the Lifeline discount. Whenever eligibility documentation is provided subsequent to installation, the Lifeline discount will be provided on a going-forward basis.
5. The use or disclosure of information concerning Cox's Lifeline applicants and Customers is limited solely to purposes directly connected with the administration of Lifeline Program and will be treated as highly confidential.
6. It is the Lifeline Customer's responsibility to notify Cox if the Customer ceases to be eligible for Lifeline service.

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**LOCAL EXCHANGE AND INTEREXCHANGE SERVICES**

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**SECTION 10 – Obsolete Services**

**10.1 Lifeline Assistance, cont'd.**

**9.1.1 Eligibility Requirements, cont'd.**

7. Lifeline eligibility will be verified annually and will be reviewed if Cox has a reason to believe a Customer no longer meets the criteria. If a Lifeline Customer is identified as being ineligible, the Company will send the Lifeline Customer a written notice of discontinued eligibility. If no proof of eligibility is furnished to Cox within 30 days, the Customer's Lifeline discount will be discontinued.
8. If it is determined that more than one member of any Customer's household is receiving Lifeline service, Cox will discontinue Lifeline service to the Customer without providing prior notice to Customer.

**9.1.2 Rates**

If the applicant is a qualified participant, the End User Common Line Charge (EUCLC) associated with the primary residential access line will be waived. Customers meeting the eligibility requirements herein will receive a discounted rate for one telephone line per household at the principal place of residence. Additional features and services will be available at regular retail or promotional rates, as applicable. Contact Company Customer Service Representative for details.

**9.1.3 Additional Regulations**

No deposit will be required of a Lifeline Customer if the Customer voluntarily subscribes to Toll Restriction.

If a Customer does not elect Toll Restriction, regular deposit guidelines and regulations will apply.