

**ATTACHMENT G**

**ILLUSTRATIVE TARIFF**

Issue Date: January 6, 2021

Issued by: Terie Hannay  
VP, Telecommunications Services  
Conexon Connect LLC  
2001 Grand Blvd. Suite 700  
Kansas City, Missouri 64108

## LOUISIANA TELECOMMUNICATIONS TARIFF

This Tariff contains the description, regulations, and rates applicable to the furnishing of telecommunications services provided by Conexon Connect LLC within the State of Louisiana. Conexon Connect LLC's address and telephone number is 2001 Grand Blvd. Suite 700, Kansas City, Missouri 64108, telephone: (202) 789-3884. This Tariff is on file with the Louisiana Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's place of business.

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**CHECK SHEET**

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

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### **SYMBOLS**

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

C - To signify Changed Regulation

D - Deleted or Discontinue

I - Change Resulting in an Increase to a rate

M - Moved from another Tariff Location

N - New

R - Change Resulting in a Reduction to a rate

S - Matter Appearing Elsewhere or Repeated for Clarification

T - Change in Text But No Change to Rate or Charge

V - Signifies Vintage Tariff

Z - Correction

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## **TARIFF FORMAT**

- A.** Page Numbering - Page numbers appear in the upper right-hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.
- B.** Page Revision Numbers - Revision numbers also appear in the upper-right corner of the Page. These numbers are used to determine the most current page version on file with the Commission. For example, 4<sup>th</sup> Revised Page 4 cancels 3<sup>rd</sup> Revised Page 4.
- C.** Paragraph Numbering Sequence - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level of coding. For example,
  - 2.
  - 2.1
  - 2.1.1
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)
- D.** Check Sheet - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current page on file with the Commission.

Conexon Connect LLC

Louisiana P.S.C. No. 1

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### **APPLICATION OF TARIFF**

This Tariff contains the descriptions, regulations and rates applicable to the provision of telecommunications services by Conexon Connect LLC within the State of Louisiana and subject to the jurisdiction of the Louisiana Public Service Commission.

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## **SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Access Line** - An arrangement which connects the customer's location to a switching center or point of presence.

**Advance Payment / Prepayment** – Payment of all or part of a charge required before the start of service.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

**Carrier or Company** - Whenever used in this Tariff, "Carrier" or "Company" refers to Conexon Connect LLC, unless otherwise specified or clearly indicated by the context.

**Commission** - Louisiana Public Service Commission

**Customer** - The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company's Tariff.

**Holidays** - The Company's holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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

**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. 32-0192 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 Exchange Services** - Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.



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## **SECTION 1 -TECHNICAL TERMS AND ABBREVIATIONS, CONT.**

**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.

**Person-to-Person Calling** - An operator-assisted 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. These calls may not be dialed.

**Premises** - All space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings on continuous property.

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

**Residential Service** – Residential Service is that service furnished to private homes or apartments, including all parts of the subscriber's domestic establishment, for domestic use and not for substantial occupation use; in the study of a clergyman located in a church, in college fraternity or sorority houses, college dormitories, convents and monasteries for domestic rather than occupational use in residential quarters.

**Service Activation** – The process of connecting or furnishing Telecommunications service under this Tariff and includes both new connection and conversion (switch) of existing services from another carrier to Conexon Connect.

**Service Commencement Date** The first day following the date on which the Company notified the Customer that the requested service or facility is available for use. The parties may mutually agree on a substitute Service Commencement Date.

**Service Order** – The written request for Telecommunications services 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 Tariff, but the duration of the service is calculated from the Service Commencement Date.

**Telecommunications** — The transmission of voice, data, facsimile, signaling, metering, or other similar communications.

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## **SECTION 2 - RULES AND REGULATIONS**

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

The Company services offered pursuant to this Tariff are furnished for Local Exchange Service among specified points within a Local Calling Area, or interexchange long distance services within the state of Louisiana, and may be provided using voice over internet protocol ("VoIP") via the internet.

The Company installs, operates, and maintains the communications services provided herein under in accordance with the terms and conditions set forth under this Tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

The Company is responsible only for the services provided under this Tariff, and it assumes no responsibility for any service or facilities provided by any other entity.

### **2.2 Limitations**

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this Tariff.

2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of the provisions of this Tariff, or in violation of the law.

2.2.3 Company and its agents make no warranties about the service provided hereunder, express or implied, including, but not limited to, any warranty of merchantability or fitness for a particular purpose.

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## **SECTION 2 - RULES AND REGULATIONS, CONT**

### **2.2 Limitations, cont.**

2.2.4 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.2.5 All facilities provided under this Tariff are directly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to any assignee or transferee.

### **2.3 Use**

Services provided under this Tariff may be used for any lawful purpose for which the service is technically suited.

### **2.4 Liabilities of the Company**

2.4.1 The Company's liability for damages, whether based on breach of warranty, contract, tort or any other legal theory, arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

2.4.2 The Company shall not be liable for any claim or loss, expense or damage (including indirect, special or consequential damage) ("Claim"), whether such Claim is based on breach of warranty, contract, tort or any other legal theory, for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this Tariff unless and only to the extent caused by the gross negligence or willful misconduct of the

## **SECTION 2 - RULES AND REGULATIONS, CONT**

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Company. Further, the Company shall not be liable for any Claim, whether such claim is based on breach of warranty, contract, tort or any

other legal theory, if caused by any person or entity other than the Company, or by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

2.4.3 The Company shall not be liable for, whether such claim is based on breach of warranty, contract, tort or any other legal theory, and shall be fully indemnified and held harmless by Customer, for any consequential damage, defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material data, information, or other content revealed to, transmitted, or used by the Company under this Tariff, or for any act or omission of the Customer, or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by gross negligence or willful misconduct of the Company.

2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

2.4.5 The Company shall not be liable for any defacement of or damages to the Premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's gross negligence or willful misconduct.

## 2.5 **Deposits**

The Company does not collect customer deposits.

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## **SECTION 2 - RULES AND REGULATIONS, CONT**

### **2.6 Advance Payments and Validation of Credit**

Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary, a new advance payment will be collected for the next month. Company reserves the right to validate the credit worthiness of Customers.

### **2.7 Taxes**

In addition to the rates and charges for the Service(s), Customer shall be responsible for payment of all local, state and federal taxes, fees and surcharges, however designated, imposed on or based upon the provision, sale, or use of the services provided under this Tariff, excluding taxes based on Company's net income. Customer shall be responsible for the payment of all surcharges in effect from time to time, including but not limited to USF, as required or permitted by applicable law, regulation or tariff. All of the foregoing taxes, fees and surcharges are either listed as separate line items, or billed directly by the taxing authority to Customer, and are not included in the quoted rates.

### **2.8 Installation**

Service is installed upon mutual agreement between the Customer and the Company.

### **2.9 Payment for Service**

The Customer is responsible for payment of all charges for services furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments. Company may discontinue service to Customer upon five (5) days advanced written notice of Customer's late payment of charges for services furnished under this Tariff.

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## **SECTION 2 - RULES AND REGULATIONS, CONT**

The Company's billing invoices will be considered correct and binding upon the Customer if no notice is received from the Customer within ninety (90) days of the date of the invoice. (Billing inquiries may be made in writing or via telephone.) Upon receipt of a billing inquiry, charges involved in the disputed element(s) of the invoice will be temporarily suspended pending resolution of the dispute. The

Customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice.

In the event that the parties are unable to amicably resolve the issues raised by Customer concerning the Disputed Amount within ninety (90) days of the billing date Customer or Company may file an appropriate complaint with the Commission. The current address and telephone number for filing complaints is:

Louisiana Public Service Commission  
Utilities Division  
602 North Fifth Street  
Galvez Building, 12th Floor  
Baton Rouge, LA 70802  
800-262-0793

If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest or penalties will apply.

### **2.10 Late Payment Charge**

A bill is considered past due 20 days after the billing date. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds that are not immediately available, then a late payment charge shall be due to the Company. A late payment charge of 5% (or such lesser amount as is the maximum amount permitted under applicable law) will be assessed on any past due amount; provided, Company will not charge a late payment charge on a previously unpaid late payment charge.

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## **SECTION 2 - RULES AND REGULATIONS, CONT**

### **2.11 Collection Costs**

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company will be determined by the court.

### **2.12 Cancellation by Customer**

Customer may cancel service by providing written or oral notice to the Company, unless a Customer Service Agreement provides for a specified term, in which case, Customer may cancel service pursuant to the terms of the Service Agreement.

### **2.13 Interconnection**

Service furnished by the Company may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

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## **SECTION 2 - RULES AND REGULATIONS, CONT**

### **2.14 Refusal or Discontinuance by Company**

The Company may refuse or discontinue service under the following conditions in accordance with Commission rules:

- 2.14.1 For non-compliance with or violation of any State, municipal, or Federal law, Ordinance or regulation pertaining to telephone service.
- 2.14.2 For use of telephone service for any other property or purpose than that described in application.
- 2.14.3 For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- 2.14.4 For noncompliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission, provided ten days written notice is given before termination.
- 2.14.5 For nonpayment of bills, including bills for any of the Company's other communication services, provided that suspension or termination of service shall not be made without five days written notice to the Customer.
- 2.14.6 Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's service to others. Within twenty-four (24) hours after such termination, the Company shall send written notification to the Customer of the reasons for termination or refusal of service upon which the Company relies, and of the Customer's right to challenge the termination by filing a formal complaint with the Company or Commission.



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## **SECTION 2 - RULES AND REGULATIONS, CONT**

2.14.7 Without notice in the event of tampering with equipment or services owned by the Company or its agents. Within twenty-four (24) hours after such termination, the Company shall send written notification to the Customer of the reasons for termination or refusal of service upon which the Company relies, and of the Customer's rights to challenge the termination by filing a formal complaint with the Company or Commission.

2.14.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to any amount reasonably estimated as the loss in revenues resulting from such fraudulent use. Within twenty-four (24) hours after such termination, the utility shall send written notification to the Customer of the reasons for termination or refusal of service upon which the utility relies, and of the Customer's right to challenge the termination by filing a formal complaint with the Commission.

2.14.9 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

### **2.15 Tests, Pilots, Promotional Campaigns and Contests**

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees for winners of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer. The Company will offer any specific promotions and contests on a non-discriminatory basis.

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## **SECTION 2 - RULES AND REGULATIONS, CONT.**

### **2.16 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, the negligence of the Customer, or the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in this Section 2 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal.

### **2.17 Cost of Repair**

The Customer is responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

### **2.18 Returned Check Charge**

A fee may be charged for each check returned for insufficient fund as set forth in this Tariff.

### **2.19 Service Implementation Charges**

Company may charge a service implementation fee to all orders for the activation of telecommunications service with the Company as set forth in this Tariff.

### **2.20 Reconnection Charge**

The Company may charge a reconnection fee as set forth in this Tariff.

### **2.21 Operator Service Rules**

The Company will enforce the operator service rules specified by the Commission and by the FCC.

## **SECTION 2 - RULES AND REGULATIONS, CONT.**

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## **2.22 Access to Telephone Relay Services**

Where required by the Commission, the Company will participate in telephone relay services for handicapped and or hearing-impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications subscribers as may be required by state law.

## **2.23 Directory Listings**

2.23.1 The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory of the incumbent local exchange carrier.

2.23.2 The rates and regulations specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying subscriber's telephone number and as an aid to the use of telephone service.

2.23.3 The listings of subscribers, either without charge or at the rate specified within this Tariff for other listings, are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by subscribers or prospective subscribers, the Company will not be a party to controversies between subscribers as result of the publication of such listings in the directories.

2.23.4 Listings must conform to the Company's specifications with respect to the directories. The Company reserves the right to reject listings when in its sole judgment, such listings would violate the integrity of Company records and the directories, confuse individuals using the directory, or when the customer cannot provide satisfactory evidence that he is authorized to do business as requested.

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## **SECTION 2 - RULES AND REGULATIONS, CONT.**

2.23.5 The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when, in its sole judgment, the clearness of the listing and the identification of the subscriber is not impaired.

2.23.6 Generally, the listed address is the location of the subscriber's residence.

### **2.24 Universal Emergency Telephone Number Service**

2.24.1 This Tariff does not provide for inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.

2.24.2 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management system only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.

2.24.3 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

2.24.4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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## **SECTION 2 - RULES AND REGULATIONS, CONT.**

### **2.24 Universal Emergency Telephone Number Service (continued)**

2.24.5 The Company assumes no liability for any infringement, or invasion of any right of privacy of any person caused, or claimed to be caused, directly or indirectly by the use of 911 service. Under the terms of this Tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this Tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 service features and the equipment associated therewith, or by any services furnished by the company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 service hereunder, and which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

### **2.25 Charges Based on Duration of Use**

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

- 2.25.1 Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit. Charges are not assessed for unanswered or busy calls.
- 2.25.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.

## **SECTION 2 - RULES AND REGULATIONS, CONT**

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

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

2.25.4 All times refer to local time.

## 2.26 Distance Calculations

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

2.26.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Telcordia, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

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

- Step 1: Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Telcordia document.
- Step 2: Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- Step 3: Square each difference obtained in step (b) above.
- Step 4: Add the square of the "V" difference and the square of the "H" difference obtained in step C) above.
- Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- Step 6: Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

2.26.3 The formula for distance calculations is:

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

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### **SECTION 3 -DESCRIPTION OF SERVICE**

#### **3.1 Service Area**

This Tariff contains the regulations and rates applicable to Telecommunications provided by Company between points within the State of Louisiana. Company's services are furnished subject to the availability of facilities and services and subject to the terms and conditions of this Tariff, and may be provided over the telecommunications channels, facilities or services of other facilities-based carriers and may involve the resale of services of other carriers.

#### **3.2 Product Descriptions**

##### **3.2.1 Voice over Internet Protocol (VoIP)**

Company will offer voice grade access to the Public Switched Telephone Network ("PSTN") through its provision of interconnected VoIP service. VoIP provides Customers with voice communication, facsimile, and voice-messaging capabilities using Internet Protocol (IP). The Customer's information is transported via the Internet, rather than the PSTN. In addition to all other Customer responsibilities as set forth in this Tariff, Customer shall be responsible for providing the following: (i) broadband Internet connectivity; (ii) all equipment, software, facilities and/or IP connectivity necessary to reach and interoperate with the Service and the Company; and (iii) all other equipment, software and other facilities to be installed, including without limitation, routers, IP enabled phones and/or an analog terminal adapters.

##### **3.2.1.A Local Exchange Service**

Installation, Non-Recurring and Recurring charges will apply to the Company's local exchange services.

- 3.2.1.A.1 The Company's Local Exchange Service provides a Customer with the ability or access to, as applicable:
- A. receive calls from other stations on the public switched telephone network;
  - B. access the Company Local Calling Services and other Services as set forth in this Tariff;

Issue Date: January 6, 2021

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### **SECTION 3 - DESCRIPTION OF SERVICE, CONT.**

- C. White page directory listing (residential and business);
- D. Access to directory assistance (local);
- E. Directory distribution;
- F. access (at no additional charge) to Company operators and business office for service-related assistance;
- G. access toll-free telecommunications services such as 800 NPA;
- H. access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- I. access relay services for the hearing and/or speech impaired;
- J. touch-tone capability; and
- K. Lifeline rate for eligible customers

Basic Local Exchange Services cannot be used to originate calls to caller-paid information services (eg. 900, 976, 700) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company switch at no charge to the Customer.

#### **3.2.1.B Interexchange Long Distance Services/Message Toll Service**

Message Toll Service ("MTS") is a measured use, full time inbound or outbound service and is offered on a monthly basis. The Company provides service to the United States and Canada. All other international calling will be blocked unless specifically arranged for by Customer with the Company. Applicable rates for such international calling will be provided to Customer at the time of such service arrangement.

#### **3.2.2 Directory Listings**

For each Customer of Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at an additional charge.



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### **SECTION 3 - DESCRIPTION OF SERVICE, CONT.**

#### **3.2 Product Descriptions, cont.**

##### **3.2.3 Operator Services**

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

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

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

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

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

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

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### **SECTION 3 - DESCRIPTION OF SERVICE, CONT.**

#### **3.2 Product Descriptions, cont.**

called party has the option to refuse acceptance of charges in advance or when queried by the operator.

##### **Local Usage Charges**

Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call.

##### **3.2.5 Directory Assistance Services**

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

##### **3.2.6 Louisiana Relay Service**

The Company will provide access to a telephone relay center for the Louisiana Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing a toll-free number. Specific toll-free numbers have been designated for both impaired and nonimpaired customers to use.

###### **3.2.6.1. Regulations**

- A. Only intrastate calls can be completed using the Louisiana Relay Service under the terms and conditions of this Tariff.
- B. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.

### **SECTION 3 - DESCRIPTION OF SERVICE, CONT.**

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### 3.2 **Product Descriptions, cont.**

- C. Calls through the Relay Service may be billed to a third number only if that number is within the state of Louisiana. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.
- D. The following calls may not be placed through the Relay Service:
  - .1 Calls to informational recordings and group bridging service;
  - .2 Calls to time or weather recorded messages;
  - .3 Station sent paid calls from coin telephones; and
  - .4 Operator-handled conference service and other teleconference calls.

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## SECTION 4 - Rates

### 4.1 Rates.

All of the services provided by Company are provided on an individual case basis as provided for in Section 5 of the Tariff. Where service is not covered under an individual case basis arrangement, then the following rates in this Section 4 apply.

#### 4.1.1 Voice over Internet Protocol - Basic Local Exchange Services and Long-Distance Service Rates

##### 4.1.1.1 Monthly Charges\*

A.	Monthly Standard Service fee:	Residential - \$29.99 Business – \$39.99
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Additional features provided at no additional cost include:

Anonymous Call Rejection	Call Forward Not Reachable
Call Block	Call Forward Selective
Caller ID	Call Logs
Caller ID Delivery Blocking	Call Return
Call Waiting	Call Waiting
3-Way Calling	Speed Dial
Call Forward Always	Voicemail
Call Forward Busy Line	Voicemail to Email
Call Forward Don't Answer	

\*Includes unlimited local exchange and long distance calling within the United States and Canada only.

#### B. Optional Features Offered:

Unpublished number	\$7.00 per month per line
Unlisted number	\$7.00 per month per line

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## SECTION 4 - RATES, CONT.

### 4.1.2 Operator Services and Directory Assistance

#### SUMMARY OF OPERATOR SERVICE CHARGES

##### OPERATOR SERVICES

Intra &amp; Inter - LATA

##### STATION TO STATION

Collect

Third Number Bill

Operator Handled

##### CALLING CARD

##### PERSON TO PERSON

##### VERIFICATION

##### INTERRUPTION

##### OPERATOR ASSIST

##### LOCAL DIRECTORY ASSIST

##### LD DIRECTORY ASSISTANCE

#### RATE

\$2.15

\$2.25

\$2.20

\$0.80

\$4.50

\$4.00

\$4.00

\$1.00

\$0.85

International Directory Assistance

\$6.50

#### SUMMARY OF OPERATOR SERVICE CHARGES

##### OPERATOR SERVICES

Local

##### STATION TO STATION

Collect

Third Number Bill

Operator Handled

##### CALLING CARD

##### PERSON TO PERSON

##### VERIFICATION

##### INTERRUPTION

##### OPERATOR ASSIST

##### LOCAL DIRECTORY ASSIST

##### LD DIRECTORY ASSISTANCE

#### RATE

\$1.83

\$1.83

\$1.83

\$0.75

\$3.13

\$2.00

\$4.00

\$0.80

\$0.31

### 4.2. Returned Check Charge

\$20.00 per check

### 4.3 Reconnection Charge

\$60.00 per occurrence

### 4.4 Service Activation Fee

\$120.00 one-time charge

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## **SECTION 5 - SPECIAL SERVICE ARRANGEMENTS**

### **5.1 Individual Case Basis Arrangements**

Company may provide all services set forth in this Tariff on an individual case basis ("ICB") based on market conditions and the circumstances of the Customer. ICB rates, terms and conditions will be offered to the Customer in writing and on a non-discriminatory basis.

#### **5.1.1 Application of Rates**

Where this Tariff provides for a Standard Rate or Charge for a service, such Standard Rate or Charge shall apply to Customer's use of such service regardless of the terms of Customer's Service Agreement, if any, unless the service is provided as part of an Individual Case Basis arrangement pursuant to Section 5, in which case the rate or charge applicable to Customer's use of such service shall be the rate or charge specified in such ICB arrangement.

Where this Tariff provides for a Minimum Rate or Charge and a Maximum Rate or Charge for a service, the rate or charge applicable to Customer's use of such service shall be the rate or charge specified for such service in Customer's Customer Service Agreement, if any; provided, however:

If the rate or charge specified for a service in Customer's Customer Service Agreement is less than the Minimum Rate or Charge provided for such service in this Tariff, then the rate or charge applicable to Customer's use of such service shall be the Minimum Rate or Charge provided for such service in this Tariff, unless the service is provided as part of an Individual Case Basis arrangement pursuant to Section 5, in which case the rate or charge applicable to Customer's use of such service shall be the rate or charge specified in such ICB arrangement.

If the rate or charge specified for a service in Customer's Customer Service Agreement is greater than the Maximum Rate or Charge provided for such service in this Tariff, then the rate or charge applicable to Customer's use of such service shall be the Maximum Rate or Charge provided for such service in this Tariff, unless the service is provided as part of an Individual Case Basis arrangement pursuant to Section 5.4, in which case the rate or charge applicable to Customer's use of such service shall be the rate or charge specified in such ICB arrangement;

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## **SECTION 5 - SPECIAL SERVICE ARRANGEMENTS**

### **5.1 Individual Case Basis Arrangements, cont.**

If no rate or charge is specified for a service in Customer's Customer Service Agreement and no Standard Rate or Charge is provided in this Tariff for such service, then the rate or charge applicable to Customer's use of such service shall be the Maximum Rate or Charge provided for such service in this Tariff; and

If Carrier provides a service to Customer in the absence of a Customer Service Agreement and no Standard Rate or Charge is provided in this Tariff for such service, then the rate or charge applicable to Customer's use of such service shall be the Maximum Rate or Charge provided for such service in this Tariff.

Issue Date: January 6, 2021

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## **SECTION 6 – TELEPHONE ASSISTANCE PROGRAMS**

### **6.1 Lifeline**

#### **6.1.1 General**

- A. Lifeline is a program designed to increase the availability of telecommunications services to eligible low-income subscribers by providing a credit to the monthly recurring charge for local exchange service.
- B. Toll Limitation will be made available, upon request, at no charge. The deposit requirement is not applicable to a Lifeline customer who subscribes to toll restriction.
- C. Lifeline customers are exempt from paying the Federal Universal Service Charge.
- D. Eligible subscribers will receive, in the form of a credit, exemption from paying the Federal Subscriber Line Charge.
- E. Customers eligible under the Lifeline program may also be eligible for connection assistance under the Link Up program.
- F. A Lifeline customer may subscribe to any local service offering available to other residential customers.

#### **6.1.2 Regulations**

- A. One low-income credit is available per household and is applicable only to the customer's principle residence and the primary residential connection. The named subscriber must be a current recipient of any of the low-income assistance programs or through income-based eligibility as identified in 6.1.4 following.
- B. Proof of eligibility in any of the qualifying low-income based or income-based assistance programs should be provided to the Company at the time of application for service.



Issue Date: January 6, 2021

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## **SECTION 6 – TELEPHONE ASSISTANCE PROGRAMS, CONT.**

### **6.1 Lifeline (Cont'd)**

#### **6.1.3 Regulations (Cont'd)**

- C. Under no circumstances will Lifeline credit be applied before proof of eligibility has been provided to the Company.

#### **6.1.4 Eligibility**

As a federal default state, Louisiana accepts the federal eligibility criteria for determination of Low-Income support. Federal eligibility is based on both Program Based and Income Based Criteria as outlined below. All applications for Low income benefits are subject to verification.

##### **6.1.4.1 Program Based Eligibility**

- A. To be eligible for Lifeline credits, a customer must be a current recipient of one or more of the following low-income assistance programs.
  - 1. Temporary Assistance to Needy Families (TANF).
  - 2. Supplemental Security Income (SSI)
  - 3. Food Stamps.
  - 4. Medicaid.
  - 5. Federal Public Housing Assistance/Section 8
  - 6. Low Income Home Energy Assistance Program (LIHEAP)
  - 7. National School Lunch's free lunch program (NSL)

##### **6.1.4.2 Income Based Eligibility**

- A. Customers not receiving benefits under one of the preceding programs, and whose total gross annual income does not exceed one hundred and thirty-five percent (135%) of the federal poverty guidelines, meet the requirements of a State established means test and may be considered eligible for Lifeline discounts.

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## **SECTION 6 – TELEPHONE ASSISTANCE PROGRAMS, CONT.**

### **6.1 Lifeline (Cont'd)**

#### **6.1.5 Certification and Verification of Continued Eligibility**

- A. Proof of eligibility should be provided to the Company at the time of application for service. Such proof shall be in the form of self-certification, a process whereby the customer certifies, under penalty of perjury, that the customer claims Program Based Eligibility through one or more of the low income assistance programs specified in 6.1.4.1 or meets the Income Based Eligibility as specified in 6.1.4.2 preceding.
- B. Customers claiming Program Based Eligibility agree to:
  - Identify all of the specific programs from which the customer receives benefits; and
  - Notify the Company if the customer ceases to participate in such programs.
- C. In addition to the requirements in 6.1.5.A, customers claiming Income Based Eligibility must also provide one of the following:
  - A copy of the prior year state or federal tax return.
- D. Lifeline credits will not be provided until ALL proof of eligibility has been received by the Company.
- E. The methodology Conexon Connect will use to verify the continued eligibility for participation in the Lifeline program will be the FCC-compliant random and annual survey of a statistically valid number of the carrier's Lifeline subscribers. Each subscriber surveyed, will be asked to verify, under penalty of perjury, continued Program or Income Based Eligibility. Verifications are due back to the Company within sixty (60) from the date of issuance. Lifeline benefits will be removed from the accounts of Customers who do not return the verification forms within the allotted time period. Once removed, the customer will be required to make a new application in order to receive Lifeline benefits.

Issue Date: January 6, 2021

Issued by: Terie Hannay  
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## **SECTION 6 – TELEPHONE ASSISTANCE PROGRAMS, CONT.**

### **6.1 Lifeline (Cont'd)**

#### **6.1.6 Territory**

A. Lifeline is available in Local Service Areas set forth in Section 3.1 of the Tariff.

#### **6.1.7 Rates and Charges**

A. Lifeline is provided as monthly credits applied to the eligible Customer's access line bill for local service as indicated below:

The rate for Lifeline is the Company's Tariff monthly rate of \$29.99 for Basic Local Exchange Service less Federal Baseline Credit of \$9.25 per month.

Issue Date: January 6, 2021

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## **SECTION 6 – TELEPHONE ASSISTANCE PROGRAMS, CONT.**

### **6.2 Tribal Lifeline**

#### **6.2.1 General**

Qualified residents of federally recognized tribal lands may receive up to \$25.00 per month in additional federal Lifeline support for their residential service, for a total of \$34.25. Such qualified residents may also receive up to a \$100 reduction for first-time connection charges for Lifeline service at their primary residence.

#### **6.2.2 Regulations**

All Lifeline regulations are applicable to Tribal Lifeline.

#### **6.2.3 Eligibility**

- A. To qualify, in addition to meeting the tribal land residency requirement, the Customer may be a current recipient of any of the programs identified in 6.1.4.1.A, or may be a recipient of one of the following federal programs:
1. BIA (Bureau of Indian Affairs) General Assistance
  2. TANF tribally administered block grant program
  3. Head Start Program (income eligible)

#### **6.2.4 Rates and Charges**

- A. Under no circumstances will the total of all applicable discounts reduce the rate for basic local exchange service below ***one dollar (\$1.00)*** per month.

Issue Date: January 6, 2021

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## **SECTION 6 – TELEPHONE ASSISTANCE PROGRAMS, CONT.**

### **6.3 Link Up**

#### **6.3.1 General**

- A. Link Up is a federal assistance program available to eligible residential subscribers and provides for a reduction in the applicable charges associated with connection of telephone service to the public switched telephone network.
- B. The requirements for Link Up are the same as the requirements for Lifeline.
- C. Link Up provides a reduction in the initial installation cost of the main residential service access line, as specified in Section 4.4 of this Tariff, of 50%, not to exceed \$30.00.
- D. The Customer may defer payment up to \$200.00 of the remaining charges without interest for a period not to exceed twelve (12) months.
- E. Inside premises wiring is not covered by Link Up.
- F. The premises, at which the residence service is requested, must be the Customer's principle place of residence.
- G. Link Up assistance is available for a second or subsequent time only at a principle place of residence with an address different from the residence where the assistance was initially provided.
- H. There can only be one (1) telephone access line serving the residence premises. The premises is considered to be that portion of an individual dwelling occupied by a single family or individuals functioning as one (1) domestic establishment.
- I. Link Up is not available on a Foreign Exchange service line or trunk.

Issue Date: January 6, 2021

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## **SECTION 7 – SPECIAL PROMOTIONS**

### **7.1 Regulations**

The Company may offer special promotions of new or existing services or products for limited periods. These promotions may be offered in the form of a temporary waiver of certain Recurring, Non-recurring, and/or usage charges as stated in 7.2 following. These promotions will be offered on a non-discriminatory basis to customers subscribing to the specific classification of service and in the area for which the promotion is offered.

### **7.2 Reserved for Future Use**