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**GENERAL REGULATIONS**

**I. UNDERTAKING OF THE TELEPHONE COMPANY**

**A. Scope**

1. The Telephone Company does not undertake to transmit messages under this tariff.
- 2.. The Telephone Company shall be responsible only for the installation, operation and maintenance of the service it provides.
3. The Telephone Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
4. Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this tariff.
5. The Telephone Company does not warrant that its facilities and service meet standards other than those set forth in this tariff.

**B. Limitations**

1. The customer may not assign or transfer the use of services provided under this tariff; however, where there is not interruption of use or relocations of the services, such assignment or transfer may be made to:
  - a. another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assume all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such service; if any; or
  - b. a court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

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**GENERAL REGULATIONS**

**I. Undertaking of the Telephone Company (Continued)**

**B. Limitations (Continued)**

1. (Continued)

b. (Continued)

In all cases of assignment or transfer, the written acknowledgement of the Telephone Company is required prior to such assignment or transfer which acknowledgement shall be made within 15 days from the receipt of notifications. All rates, regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligation existing at the time of the assignment or transfer.

2. The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.
3. Subject to compliance with the rules mentioned in preceding, the services offered herein will be provided to customers on a first-come, first-served basis, except as outlined in (4) following.
4. When an end office is scheduled to be converted to an equal access end office, and a shortage of facilities exists, the Telephone Company will allocate available resources to participating ICs as set forth in 5.1.5(A) following.

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**GENERAL REGULATIONS**

**I. Undertaking of the Telephone Company (Continued)**

**C. Liability**

1. The Telephone Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration, of service, and the subject to the provisions of (2) through (8) following, the Telephone Company's liability if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this tariff as a Credit Allowance for a Service Interruption.
2. The Telephone Company shall not be liable for any act or omission of any other carrier or customer provided a portion of a service, nor shall the Telephone Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.
3. The Telephone Company is not liable for damages to the customer premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Telephone Company's negligence.

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**GENERAL REGULATIONS**

**I. Undertaking of the Telephone Company (Continued)**

**C. Liability (Continued)**

4. The Telephone Company shall be indemnified, defended and held harmless by the IC or end user against any claim, loss or damage arising from the IC or end user's use of service offered under this tariff, involving:
  - a. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the IC or end user's own communications.
  - b. Claims for patent infringement arising from the customer's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the IC or end user or;
  - c. All other claims arising out of any act or omission of the IC or end user in the course of using services provided pursuant to this tariff.
5. The Telephone Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Telephone Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to such customer's use of service so provided.
6. No license under patents (other than the limited license to use) is granted by the Telephone Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff.
7. The Telephone Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this tariff and will indemnify such customer for any damages awarded based solely on such claims.

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**GENERAL REGULATIONS**

**I. Undertaking of the Telephone Company (Continued)**

**C. Liability (Continued)**

8. The Telephone Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the Credit Allowance for a Service interruption as set forth in IV.D. following.

**D. Provisions of Services**

The Telephone Company, to the extent that such services are or can be made available with reasonable effort, and after provision has been made for the Telephone Company's telephone exchange services, will provide to the customer upon reasonable notice services offered in other applicable sections of this tariff at rates and charges specified therein.

**E. Installation and Termination of Services**

The services provided under this tariff (A) will include any entrance cable or drop wiring and wire or intrabuilding cable to that point where provision is made for termination of the Telephone Company's outside distribution network facilities at a location at the customer-designated premises and (B) will be installed by the Telephone Company to such Point of Termination. The Telephone Company will work cooperatively with the customer to determine the location of the Point of Termination in accordance with the Telephone Company's standard operating procedures.

Each Access Service has only one Point of Termination per customer premises. Any additional terminations beyond such Point of Termination are the sole responsibility of the customer. Moves of the Point of Termination are handled as set forth in Section 6, II.A.4 and Section 6, II.A.4.c following.

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**GENERAL REGULATIONS**

**I. Undertaking of the Telephone Company (Continued)**

**F. Maintenance of Services**

The services provided under this tariff shall be maintained by the Telephone Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Telephone Company, other than by connection or disconnection to any interface means used, except with the written consent of the Telephone Company.

**G. Changes, Substitutions and Rearrangements**

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Telephone Company may, where such action is reasonably required in the operation of its business;

1. Substitute, change or rearrange any facilities used in providing service under this tariff, including but not limited to;
  - a. substitution of different metallic facilities,
  - b. substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities,
  - c. and substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities;
  - d. and change in the routing of access service traffic.
2. Change minimum protection criteria;
3. Change operating or maintenance characteristics of facilities or,

**GENERAL REGULATIONS**

**I. Undertaking of the Telephone Company (Continued)**

**G. Changes, Substitutions and Rearrangements (Continued)**

4. Change operations or procedures of the Telephone Company.

In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as set forth in 5., 6. and 8. following. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished service obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Telephone Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Telephone Company will work cooperatively with the customer to determine reasonable modification procedures.

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**GENERAL REGULATIONS**

**I. Undertaking of the Telephone Company (Continued)**

**H. Refusal and Discontinuance of Service**

Unless the provisions of II.A.2 or V. following apply, if a customer fails to comply with the regulations set forth in: I.F.; Maintenance of Service, II.B.; Unlawful Use, III.A.; Damages, III.D.; Availability for Testing, III.E.; Balance, and IV.; Payment Arrangements and Credit Allowances, or fails to make any payment to be made by it on the dates and times herein specified, the Telephone Company may, on thirty (30) days written notice by Certified U.S. Mail to the person designated by that customer to receive such notices of noncompliance.

1. Refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying customer; and/or
2. Discontinue the provision of the service to the noncomplying customer. In the case of such discontinuance, all applicable charges including termination charges shall become due.

If the Telephone Company does not refuse additional applications for service on the date specified in the thirty (30) days notice given pursuant to 2. above or does not discontinue its provision of services involved on the date specified in the thirty (30) day notice given pursuant to 2. above and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refusal additional applications for service to the non-complying customer without further notice.

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**GENERAL REGULATIONS**

**I. Undertaking of the Telephone Company (Continued)**

**I. Limitation of Use of Metallic Facilities**

Signals applied to a metallic facility shall conform to the limitations set forth in Technical Reference Publications AS No. 1. In the case of applications of dc telegraph signaling systems, the customer shall be responsible, at its expense, for the provision of current limiting devices to protect the Telephone Company facilities from excessive current due to abnormal conditions and for the provision of noise mitigation networks when required to reduce excessive noise.

**J. Notification of Service-Affecting Activities**

The Telephone Company will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific, they affect many customer services. No specific advance notification period is applicable to all service-affecting activities. The Telephone Company will work cooperatively with the customer to determine the notification requirements.

**K. Coordination with Respect to Network Contingencies**

The Telephone Company intends to work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

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**GENERAL REGULATIONS**

**I. Undertaking of the Telephone Company (Continued)**

**L. Provision and Ownership of Telephone Numbers**

The Telephone Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Telephone Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Telephone Company will furnish to the customer 6 months notice, by Certified U.S. Mail, of the effective date and an explanation of the reason(s) for such change(s).

**M. Special Fees, Taxes, and Charges**

Insofar as practicable, any sales, use, privilege, excise, franchise or occupation tax, costs of furnishing service without charge or similar taxes or impositions now or hereafter levied by the Federal or Local government or any political subdivision or taxing authority thereof may be billed by the Company to its customers on a pro rata basis in the areas wherein such taxes, impositions or other charges shall be levied against the Company.

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**GENERAL REGULATIONS**

**II. USE**

**A. Interference or Impairment**

1. The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Telephone Company and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any facilities of the Telephone Company, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.
2. Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with (A) preceding, the Telephone 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 preclude the Telephone Company's right to temporarily discontinuance forthwith the use of a service 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 IV.D. following is not applicable.

**B. Unlawful Use**

The service provided under this tariff shall not be used for an unlawful or abusive purpose. If the Telephone Company finds the service used in such manner, service may be terminated as in I.H. preceding.

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**GENERAL REGULATIONS**

**III. OBLIGATIONS OF THE CUSTOMER**

**A. Damages**

The customer shall reimburse the Telephone Company for damages to Telephone Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the customer, or resulting from the customer's improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Telephone 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 right of recovery by the Telephone Company for the damage to the extent of such payment.

**B. Ownership of Facilities and Theft**

Facilities utilized by the Telephone Company to provide service under the provisions of this tariff shall remain the property of the Telephone Company. Such facilities shall be returned to the Telephone Company by the customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

**C. Equipment Space and Power**

The customer shall furnish or arrange to have furnished to the Telephone Company, at no charge, equipment space and electrical power required by the Telephone Company to provide services under this tariff at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the Telephone Company. The customer shall also make necessary arrangements in order that the Telephone Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Telephone Company services.

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**GENERAL REGULATIONS**

**III. OBLIGATIONS OF THE CUSTOMER (Continued)**

**D. Availability for Testing**

The services provided under this tariff shall be available to the Telephone Company at times mutually agreed upon in order to permit the Telephone Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

**E. Balance**

All signals for transmission over the services provided under this tariff shall be delivered by the customer balanced to ground except for ground start, duplex (DX) and McCulloh-Loop (Alarm System) type signaling and dc telegraph transmission at speeds at 75 baud or less.

**F. Design of Customer Services**

Subject to the provision of I.G. preceding, the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Telephone Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

**G. References to the Telephone Company**

The customer may advise End Users that certain services are provided by the Telephone Company in connection with the service the customer furnishes to End Users; however, the customer shall not represent that the Telephone Company jointly participates in the customer's services.

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**GENERAL REGULATIONS**

**III. Obligations of the Customer (Continued)**

**H. Claims and Demands for Damages**

1. With respect to claims of patent infringement made by third-persons, the customer shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the customer.
2. The customer shall defend, indemnify and save harmless the Telephone Company from and against any suit, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Telephone Company's services provided under this tariff, including, without limitations, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the service provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortuous conduct of the customer, its officers, agents or employees.
3. The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the customer or third parties arising out of any act or omission of the customer in the course of using services provided under this tariff.

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**GENERAL REGULATIONS**

**III. Obligations of the Customer (Continued)**

**I. Coordinations with Respect to Network Contingencies**

The customer shall, in cooperation with the Telephone Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

**J. Sectionalization and Trouble Reporting**

The customer will be responsible for reporting troubles sectionalized to Telephone Company facilities and/or equipment. When trouble cannot be clearly sectionalized to the Telephone Company facilities and/or equipment, the Telephone Company will test cooperatively or independently to assist in trouble sectionalization.

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**GENERAL REGULATIONS**

**IV. Payment Arrangements and Credit Allowances**

**A. Payment of Rates, Charges and Deposits**

**1. Deposits**

The Telephone Company will, in order to safeguard its interests, only require a customer which has a proven history of late payments to the Telephone Company or does not have established credit, to make a deposit prior to or at any time after the provision of a service to the customer to be held by the Telephone Company as a guarantee of the payment of rates and charges. No such deposit will be required of a customer which is a successor of a company which has established credit and has no history of late payments to the Telephone Company. Such deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the customer from complying with the Telephone Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded.

Such a deposit will be refunded or credited to the account when the customer has established credit or, in any event, after the customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the customer. In case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive simple interest at a rate of 6%. Should a deposit be credited to the customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the customer's account.

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**GENERAL REGULATIONS**

**IV. Payment Arrangements and Credit Allowances (Continued)**

**A. Payment of Rates, Charges and Deposits (Continued)**

**2. Payment of Rates and Charges**

The Telephone Company shall bill on a current basis all charges incurred by and credits due to the customer under this tariff attributable to services established or discontinued during the preceding billing period. In addition, the Telephone Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears. The bill day (i.e., the billing date of a bill for a customer for Access Service under this tariff), the period of service each bill covers and the payment date will be as follows:

- a. For Presubscription Service, the Telephone Company will establish a bill day each month for each end user account. Any applicable Presubscription Charges, any known unbilled charges for prior periods and any known unbilled adjustments for prior periods for Presubscription Service will be applied to this bill. Such bills are due when rendered.
- b. For Switched Access Service, Special Access Service, and Miscellaneous Service charges, the Telephone Company will establish a bill day each month for each customer account. The bill will cover nonusage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled nonusage sensitive charges for prior periods and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for prior periods and known unbilled adjustments will be applied to this bill. Payment for such bills is due as set forth in 3. following. If payment is not received by the payment date, as set forth in 3. following in immediately available funds, a late payment penalty will apply as set forth in C. following.

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**GENERAL REGULATIONS**

**IV. Payment Arrangements and Credit Allowances (Continued)**

**A. Payment of Rates, Charges and Deposits (Continued)**

**2. Payment of Rates and Charges (Continued)**

The Telephone Company shall bill on a current basis all charges incurred by and credits due to the customer under this tariff attributable to services established or discontinued during the preceding billing period. In addition, the Telephone Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears. The bill day (i.e., the billing date of a bill for a customer for Access Service under this tariff), the period of service each bill covers and the payment date will be as follows: (Continued)

- c. All bills dated as set forth in 2. preceding for service, provided to the customer by the Telephone Company are due 31 days (payment date) after the bill date or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, the first Tuesday in November and the day when Washington's Birthday, Memorial Day or Columbus Day is legally observed), payment for such bills will be due from the customer as follows:

If such payment date falls on Sunday or on a Holiday which is observed on Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday. If such payment date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.

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**GENERAL REGULATIONS**

**IV. Payment Arrangements and Credit Allowances (Continued)**

**A. Payment of Rates, Charges and Deposits (Continued)**

**3. Late Payment Penalty**

If any portion of the payment is received by the Telephone Company after the payment date as set forth in A.2.c. preceding, or if any portion of the payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, then a late payment penalty shall be due to the Telephone Company in addition to the outstanding amount. The late payment penalty shall be the portion of the payment not received by the payment date times a later factor. The late factor shall be the lessor of:

- a. The highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company, or
- b. 0.000590 per day, compounded daily for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company.

**GENERAL REGULATIONS**

**IV. Payment Arrangements and Credit Allowances (Continued)**

**A. Payment of Rates, Charges and Deposits (Continued)**

**4. Billing Disputes**

In the event that a billing dispute occurs concerning any changes billed to the customer by the Telephone Company the following regulations will apply.

- a. The date of the dispute shall be the date on which the customer furnished the Telephone Company sufficient documentation to investigate the claim. Documentation must include, at the minimum, the account number under which the bill has been rendered, the date of the bill, the specific items on the bill being disputed, and, when possible, the applicable tariff section upon which the dispute is predicated.
- b. The date of resolution shall be the date on which the Telephone Company completes its investigation of the dispute, notifies the customer of the disposition and applies a credit for the amount of the dispute resolved in the customer's favor or late payment penalty as appropriate. The Telephone Company will work cooperatively with any customer to resolve billing disputes.
- c. If a billing dispute is resolved in favor of the Telephone Company, any payment withheld pending resolution of the dispute shall be subject to the late payment penalty as set forth in 3. preceding.

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**GENERAL REGULATIONS**

**IV. Payment Arrangements and Credit Allowances (Continued)**

**A. Payment of Rates, Charges and Deposits (Continued)**

**4. Billing Disputes (Continued)**

d. If the billing dispute is resolved in favor of the customer and the customer pays the total billed amount on or before the payment date, the Telephone Company will refund any over-payment and will apply a credit for a disputed amount penalty as set forth in 1) and 2) following:

1) If a customer disputes a bill within ninety (90) days of the bill date and pays the total billed amount on or before the payment date, and the billing dispute is resolved in favor of the customer, the customer will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the payment date and ending on the date of resolution. The credit for a disputed amount penalty shall be an amount equal to the disputed amount resolved in the customer's favor times a penalty factor as set forth in e. following.

2) If a customer disputes a bill after ninety (90) days from the bill date and pays the total billed amount on or before the payment date and the billing dispute is resolved in favor of the customer, the customer will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of claim and ending on the date of resolution. The credit for a disputed amount penalty shall be an amount equal to the disputed amount resolved in the customer's favor times a penalty factor as set forth in e. following.

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**GENERAL REGULATIONS**

**IV. Payment Arrangements and Credit Allowances (Continued)**

**A. Payment of Rates, Charges and Deposits (Continued)**

4. Billing Disputes (Continued)

e. The disputed amount penalty shall be an amount equal to the disputed amount resolved in the customer's favor times a penalty factor. The penalty factor shall be the lessor of

1) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the first date to and including the last date of the period involved, or

2) 0.000590 per day, compounded daily for the number of days from the first date to and including the last date of the period involved.

5. Billing Adjustments and Rounding

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or major fractions of days based on a 30 day month. When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

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**GENERAL REGULATIONS**

**IV. Payment Arrangements and Credit Allowances (Continued)**

**A. Payment of Rates, Charges and Deposits (Continued)**

**6. Provisions of Access Billing and Bill Verification**

The Telephone Company will, upon reasonable request and if available, furnish such detailed information as may be required for verification of any bill.

The customer will receive its monthly bills in a standard paper format. Additional copies of the customer's bill may be provided in standard paper format at the rates and charges set forth in (3) following.

Additional copies of the customers' monthly bill or service and features record in standard paper format, per page 0.10.

**B. Minimum Periods**

The minimum period for which services are provided and for which rates and charges are applicable is one month except as otherwise specified.

The minimum period for which service is provided and for which rates and charges are applicable for a Specialized Service or Arrangement provided on an individual case basis as set forth in Section 11 following, is one month unless a different minimum period is established with the individual case filing.

**GENERAL REGULATIONS**

**IV. Payment Arrangements and Credit Allowances (Continued)**

**B. Minimum Periods**

When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not, as follows:

1. When a service with a one-month minimum period is discontinued prior to the expiration of the minimum period, a one month charge will apply at the rate level in effect at the time service is discontinued.
2. When a service with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, the applicable charge will be the lesser of (1) the Telephone Company's total nonrecoverable costs less the net salvage value for the discontinued service or (2) the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period.

**C. Cancellation of an Order for Service**

Provisions for the cancellation of an order for service are set forth in Section 4, III.B following.

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**GENERAL REGULATIONS**

**IV. Payment Arrangements and Credit Allowances (Continued)**

**D. Credit Allowance for Service Interruption**

1. General

A service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by the Telephone Company result in the complete loss of service by the customer as set forth in Section 5, IV.A. following. An interruption period starts when an inoperative service is reported to, or discovered by, the Telephone Company designated trouble report office and ends when the service is operative. The customer is responsible for sectionalizing trouble to the Telephone Company facilities and/or equipment as set forth in III.J. preceding.

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligences of the customer, shall be calculated as set forth in 2. and 3. following. Interruptions for which no credit allowance applies are set forth in 4. following.

The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the monthly rate and minimum monthly usage charge for the service interrupted in any one monthly billing period.

For purposes of this section of the tariff, "major fraction" is defined as that time period representing one-half or more of the incremental time period used to apply the credit allowance for those specific services listed in 2. following.

Service interruptions for Specialized Service or Arrangements provided under the provisions of 11. following shall be administered in the same manner as those set forth in this section D. unless other regulations are specified with the individual case filing.

**GENERAL REGULATIONS**

**IV. Payment Arrangements and Credit Allowances (Continued)**

**D. Credit Allowance for Service Interruption (Continued)**

2. Special Access Services

For Special Access Services no credit shall be allowed for an interruption of less than 30 minutes. The customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or major fraction thereof that the interruption continues.

The monthly charges used to determine the credit shall be as follows:

- a. For two point services, the monthly charge subject to credit shall be the total of all the monthly rate element charges associated with the service (i.e., two circuit terminations, circuit mileage and optional features and functions).
- b. For multipoint services, the monthly charge subject to credit shall be only the total of all the monthly rate element charges associated with that portion of the service that is inoperative (i.e., a circuit termination per customer premises, circuit mileage and optional features and functions).

**GENERAL REGULATIONS**

**IV. Payment Arrangements and Credit Allowances (Continued)**

**D. Credit Allowance for Service Interruption (Continued)**

**2. Special Access Services (Continued)**

- c. For multiplexed services, the monthly charge subject to credit shall be the total of all the monthly rate element charge associated with that portion of the service that is inoperative. When the facility which is multiplexed or the multiplexer itself is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with the service (i.e., the circuit termination, circuit mileage and optional features and functions, including the multiplexer on the facility to the hub, and the circuit termination, circuit mileages and optional features and functions on the individual services from the hub). When the service which rides a circuit of the multiplexed facility is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service from the Hub to a customer premises (i.e., circuit termination, circuit mileage and optional features and functions).

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**GENERAL REGULATIONS**

**IV. Payment Arrangements and Credit Allowances (Continued)**

**D. Credit Allowance for Service Interruption (Continued)**

2. Special Access Services (Continued)

- d. For certain Special Access Services (Wideband Digital, WD1-3; Digital Data Access, DA1-4; and High Capacity, HCI), any period during which the error performance is below that specified for the service will be considered as an interruption.

3. Switched Access Service

For Switched Access Service, no credit shall be allowed for an interruption of less than 24 hours. The customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of any applicable monthly rate, assumed usage, or minimum monthly usage charge for each period of 24 hours or major fraction thereof that the interruption continues.

4. When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- a. Interruptions caused by the negligence of the customer.
- b. Interruptions of service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated.

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**GENERAL REGULATIONS**

**IV. Payment Arrangements and Credit Allowances (Continued)**

**D. Credit Allowance for Service Interruption (Continued)**

4. When a Credit Allowance Does Not Apply (Continued)

- d. Interruptions of service when the customer has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the customer prior to the release of that service. Thereafter, a credit allowance as set forth in 2. preceding applies.
- e. Interruptions of a service which continue because of the failure of the customer to authorize replacement of any element of special constructions, as set forth in Section 13, SPECIAL CONSTRUCTION. The period for which no credit allowance is made begins on the seventh day after the customer receives the Telephone Company's written notification of the need for such replacement and ends on the day after receipt by the Telephone Company of the customer's written authorization for such replacement.
- f. Periods when the customer elects not to release the service of testing and/or repair and continues to use it on an impaired basis.
- g. An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.

5. Use of an Alternative Service Provided by the Telephone Company

Should the customer elect to use an alternative service provided by the Telephone Company during the period that a service is interrupted, the customer must pay the tariffed rates and charges for the alternative service used.

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**GENERAL REGULATIONS**

**IV. Payment Arrangements and Credit Allowances (Continued)**

**D. Credit Allowance for Service Interruption (Continued)**

6. Temporary Surrender of a Service

In certain instances, the customer may be requested by the Telephone Company to surrender a service for purposes than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted. The credit allowance will be 1/440 of the monthly rate for each period of 30 minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

**E. Re-establishment of Service Following Fire, Flood or Other Occurrence**

1. Nonrecurring Charges Do Not Apply

Charges do not apply for the re-establishment of service following a fire, flood or other occurrence attributed to an Act of God provided that:

- a. The service is of the same type as was provided prior to the fire, flood or other occurrence.
- b. The service is for the same customer.
- c. The service is at the same location on the same premises.
- d. The re-establishment of service begins within 60 days after Telephone Company service is available. (The 60 day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period).

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**GENERAL REGULATIONS**

**IV. Payment Arrangements and Credit Allowances (Continued)**

**E. Re-establishment of Service Following Fire, Flood or Other Occurrence (Continued)**

2. Nonrecurring Charges Apply

Nonrecurring Charges apply for establishing service at a different location on the same premises or at a different premises pending re-establishment of service at the original location.

**F. Title or Ownership Rights**

The payment of rates and charges by Customers for the services offered under the provisions of this tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Telephone Company in the provision of such services.

**G. Access Services Provided by More than One Telephone Company**

The Telephone Company will perform the rating and billing of Access Services under this tariff where more than one Telephone Company is involved in the provision of Access Service as set forth in 1., 2. or 3. following. The Single Company Billing arrangement as set forth in 1. following will be used for FGA and FGB Switched Access Services except where interconnection arrangements between the telephone companies involved permit the use of the Multiple Company Billing arrangement as set forth in 2. following. The Telephone Company will notify the customer of the billing arrangement when the customer orders FGA or FGB service. The Multiple Company Billing arrangements, as set forth in 2. following. will be used for all FGC,FGD, and 800 Access Switched Access Services and Special Access Services.

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**GENERAL REGULATIONS**

**IV. Payment Arrangements and Credit Allowances (Continued)**

**G. Access Services Provided by More than One Telephone Company (Continued)**

1. Single Company Billing

The Telephone Company receiving the order from the customer as specified in Section 5, II.A. following will arrange to provide the service, determine the applicable charges, and bill the customer for the entire service in accordance with its Access Services tariff.

2. Multiple Company Billing

- a. For access services subject to Multiple Company Billing, the customer will be billed according to one of the following methods: Single Bill-The customer will receive a single bill for all access services provided by multiple Telephone Companies. The single bill will include all rate elements applicable to the access service(s) provided under one billing account.

Multiple Bill- The customer will receive a bill from each Telephone Company providing the access service(s). Multiple bills will include all charges applicable to the individual portion of the access service(s) provided by each Telephone Company.

The choice of billing method shall be determined by the Telephone Companies involved. The Telephone Company will notify the customer which method applies when the customer orders access service and will provide the customer thirty (3) days' notice in the event that the billing method is changed.

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**GENERAL REGULATIONS**

**IV. Payment Arrangements and Credit Allowances (Continued)**

**G. Access Services Provided by More than One Telephone Company (Continued)**

**2. Multiple Company Billing (Continued)**

- b. For Switched Access Services, the Telephone Company will determine the applicable charges as follows:
- 1) For Intrastate Interlata Services, determine the distance in airline miles using the V&H method set forth in NATIONAL EXCHANGE CARRIER ASSOCIATION TARIFF FCC NO. 4, between the Telephone Company's end office switch and the customer's serving wire center.
  - 2) For Intrastate Intralata Services, determine the distance in airline miles using the V&H method set forth in NATIONAL EXCHANGE CARRIER ASSOCIATION TARIFF FCC NO. 4, between the Telephone Company's end office switch and the Meet Point with the U.S. West access tandem switch in Phoenix, AZ.
  - 3) The total Local Transport charge shall be the Local Transport Facility Mileage rate plus the Local Transport Circuit Connection rate times the number of access minutes of use. The Circuit Connection rate applies only at the Telephone Company end office.
  - 4) All other appropriate recurring and nonrecurring charges in each Telephone Company's access tariff are applicable.

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**GENERAL REGULATIONS**

**IV. Payment Arrangements and Credit Allowances (Continued)**

**G. Access Services Provided by More than One Telephone Company (Continued)**

**2. Multiple Company Billing (Continued)**

c. For Special Access Services, the Telephone Company will determine the applicable charges as follows:

- 1) For Intrastate InterLata Services, determine the distance in airline miles using the V&H method set forth in NATIONAL EXCHANGE CARRIER ASSOCIATION TARIFF NO. 4 between the locations involved; i.e., the serving wire centers associated with two customer-designated premises, a serving wire center associated with a customer-designated premises and a Telephone Company hub, or two Telephone Company hubs.
- 2) For Intrastate IntraLata Services, determine the distance in airline miles using the V&H method set forth in NATIONAL EXCHANGE CARRIER ASSOCIATION TARIFF FCC NO. 4, between the Telephone Company's end office switch and the Meet Point with the U.S. West access tandem switch in Phoenix, AZ.
- 3) The airline distance in miles developed in 1) and 2) preceding will be multiplied by the Circuit Mileage - Per Mile rate element times the billing percentage to determine the appropriate Circuit Mileage-Per Mile charges. The billing percentage is that portion of circuit mileage to be billed by each company and is mutually agreed upon by the Telephone Companies involved in providing Access Services to the customer. Billing percentages will be developed based on methodology described in the NATIONAL EXCHANGE CARRIER ASSOCIATION TARIFF FCC NO. 5.

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**GENERAL REGULATIONS**

**IV. Payment Arrangements and Credit Allowances (Continued)**

**G. Access Services Provided by More than One Telephone Company (Continued)**

**2. Multiple Company Billing (Continued)**

c. For Special Access Services, the Telephone Company will determine the applicable charges as follows: (Continued)

4) The total Circuit Mileage charges shall be the Circuit Mileage Per-Mile charge determined in 2) preceding plus -the Circuit Mileage-Fixed charge.

5) All other appropriate recurring and nonrecurring charges in each Telephone Company's access tariff are applicable.

**3. EAS and Access Tandem Arrangements**

Where a customer utilizes FGA and/or FGB Switched Access Services to originate or terminate calls within an Extended Area Service (EAS) calling area or access tandem network provided by more than one telephone company, the Telephone Company may apply additional Switched Access Service charges as set forth in a. and b. following, provided the following criteria are met:

the telephone companies involved are not the same Telephone Company and do not provide service under the same Intrastate Access Services Tariff,

the telephone companies do not have a revenue sharing arrangement where one telephone company bills the total cost of access which includes the other telephone company's cost of access,

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**GENERAL REGULATIONS**

**IV. Payment Arrangements and Credit Allowances (Continued)**

**G. Access Services Provided by More than One Telephone Company (Continued)**

**3. EAS and access Tandem Arrangements (Continued)**

the telephone companies involved do not bill Switched Access charges in accordance with the Multiple Company Billing Arrangement for subtending end office of an access tandem as set forth in 2. preceding.

- a. For FGA usage which originates or terminates at a Telephone Company end office within an EAS calling area where the first point of switching (dial tone office) is provided by a different telephone company, the Telephone Company will apply Local Transport Mileage and Circuit Connection rates to originating access minutes, and End Office rates to originating and terminating access minutes as set forth in Section 5, VI. following. Such Switched Access charges will be in addition to those charges assessed by the Telephone Company in whose exchange the first point of switching (dial tone office) is located. Such usage will be determined as set forth in c. following.
- b. For FGB which originates or terminates at a Telephone Company end office which subtends an access tandem provided a different telephone company where the FGB service is provided, the Telephone Company will apply End Office and Local Transport Circuit Connection Rates as set forth in Section 5 following for all originating and terminating access minutes routed via the access tandem. Such usage will be determined as set forth in c. following.

**GENERAL REGULATIONS**

**IV. Payment Arrangements and Credit Allowances (Continued)**

**G. Access Services Provided by More than One Telephone Company (Continued)**

**3. EAS and access Tandem Arrangements (Continued)**

- c. FGA or FGB usage originating or terminating at Telephone Company end offices in EAS or access tandem arrangements shall be determined as follows:
- 1) Where end office specific usage data are available, such data will be used to determine the charge.
  - 2) Where end office specific usage data are not available, the total originating and/or terminating usage will be the measured usage or assumed usage at the first point of switching (i.e., dial tone office for FGA or access tandem for FGB). Originating and/or terminating usage will be determined based upon the ratios of the total number of subscriber lines in the Telephone Company exchange to the total number of subscriber lines in the EAS calling area or access tandem network. These ratios will be applied to the total number of originating and/or terminating access minutes to determine the access minutes for the Telephone Company exchange.
- d. The ratio used to calculate the access minutes as set forth in c. preceding will be determined by the telephone company and provided to the customer upon request.

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**GENERAL REGULATIONS**

**V. Connections**

Equipment and Systems (i.e., terminal equipment, multiline terminating systems and communication systems) may be connected with Switched and Special Access Service furnished by the Telephone Company where such connection is made in accordance with the provisions specified in Technical Reference Publication AS No. 1 and in I. preceding.

**VI. Definitions**

Certain terms used herein are defined as follows:

Access Area - The term "Access Area" denotes a specific calling area serviced by one or more central offices associated with the various Switched Access Services offered under this tariff. The size and configurations of the access area a customer obtains is dependent upon the Feature Group type and the specific characteristics of the Central Office or Access Tandem Network in which the connection is made.

Access Code - The term "Access Code" denotes a uniform five or seven digit code assigned by the Telephone Company to an individual customer. The five digit code has the form 10XXX, and the seven digit code has the form 950-1/0XXX or 1+950-1/0XXX.

Access Minutes - The term "Access Minutes" denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage. On the originating end of an intrastate call, usage is measured from the time the originating end user's call is delivered by the Telephone Company to and acknowledged as received by the customer's facilities connected with the originating exchange. On the terminating end of an intrastate call, usage is measured from the time the call is received by the end user in the terminating exchange. Timing of usage at both originating and terminating ends of an intrastate call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating exchanges, as applicable.

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**GENERAL REGULATIONS**

**VI. Definitions (Continued)**

Access Tandem - The term “Access Tandem” denotes a Telephone Company switching system that provides a concentration and distribution function for originating and/or terminating traffic between end office and a customer’s premises.

Access Tandem Network - The term “Access Tandem Network” denotes the network of trunk groups that provide a concentration and distribution function for originating and/or terminating Switched Access traffic between a single access tandem and Telephone Company subtending end offices.

Answer/Disconnect Supervision - The term “Answer/Disconnect Supervision” denotes the transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the customer’s point of termination as an indication that the called party has answered or disconnected.

Area of Service – The term “Area of Service” (AOS) routing denotes the ability to ensure that 800 calls originate from subscribed service areas.

Attenuation Distortion - The term “Attenuation Distortion” denotes the difference in loss at specified frequencies relative to the loss at 1004 Hz, unless otherwise specified.

Balance (100 Type) Test Line - The term “Balance (100 Type Test Line” denotes an arrangement in an end office which provides for balance and noise testing.

Bit - The term “Bit” denotes the smallest unit of information in the binary system of notation.

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**GENERAL REGULATIONS**

**VI. Definitions (Continued)**

Business Day - The term “Business Day” denotes the time of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 A.M. to 5:00 or 6:00 P.M. respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, Business Day hours for the Telephone Company may vary based on company policy, union contract and location. To determine the actual hours observed by the Company, contact the issuing officer at the address shown on Title Page.

Busy Hour Minutes of Capacity (BHMC) - The term “Busy Hour Minutes of Capacity (BHMC)” denotes the customer specified maximum amount of Switched Access Service access minutes the customer expects to be handled in an end office switch during any hour in an 8:00 A.M. to 11:00 P.M. period for the Switched Access Arrangement ordered. This customer furnished BHMC quantity is the input data the Telephone Company uses to determine the number of transmission paths or facility requirements for the Switched Access Arrangement ordered.

Call - The term “Call” denotes a customer attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the serving dial tone office.

Carrier or Common Carrier - See Interexchange Carrier

CCS - The term “CCS” denotes a hundred call seconds, which is a standard unit of traffic load that is equal to 100 seconds of usage or capacity of a group of servers (e.g., trunks).

Central Office - The term “Central Office” denotes a local Telephone Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks.

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**GENERAL REGULATIONS**

**VI. Definitions (Continued)**

Central Office Prefix - The term “Central office Prefix” denotes the first three digits (NXX) of the seven digits telephone number assigned to a customer’s Telephone Exchange Service when dialed on a local basis.

Centralized Automatic Reporting on Trunks Testing - The term “Centralized Automatic Reporting on Trunks Testing” denotes a type of testing which includes the capacity for measuring operational and transmission parameters.

Circuit(s) - The term “Circuit(s)” denotes an electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.

Channel Service Unit - The term “Channel Service Unit” denotes customer premises equipment which performs one or more of the following functions: termination of a digital facility, regeneration of digital signals, detection and/or correction of signal format error, and remote loop back.

Channelize - The term “Channelize” denotes the process of multiplexing-demultiplexing wider bandwidth or high speed channels into narrow bandwidth or lower speed channels.

C-Message Noise - The term “C-Message Noise” denotes the frequency weighted average noise within an idle voice channel. The frequency weighting, called C-message, is used to simulate the frequency characteristic of the 500-type telephone set and the hearing of the average subscriber.

C-Notched Noise - The term “C-Notched Noise” denotes the C-message frequency weighted noise on a voice channel with a holding tone, which is removed at the measuring end through a notch (very narrow band) filter.

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## GENERAL REGULATIONS

### VI. Definitions (Continued)

Common Line - The term “Common Line” denotes a line, trunk, pay telephone line of other facility provided under the general and/or local exchange service tariffs of the Telephone Company, terminated on a central office switch. A common line-residence is a line or trunk provided under the residence regulations of the general and/or local exchange service tariffs. A common line-business is a line provided under the business regulations of the general and/or local exchange service tariffs.

Communications System - The term “Communications System” denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Telephone Company.

Customer(s) - The term “Customer(s)” denotes any individual partnership, association, joint-stock company, trust, corporation or governmental entity or other entity which subscribes to the services offered under this tariff, including both Interexchange Carriers (ICs) and End Users.

Data Transmission (107 Type) Test Line - The term “Data Transmissions (107) Test Line” denotes an arrangement which provides for a connection to a signal source which provides test signals for one-way testing of a data and voice transmission parameters.

Decibel - The term “Decibel” denotes a unit used to express relative difference in power, usually between acoustic or electric signals, equal to ten (10) times the common logarithm of the ratio of two signal powers.

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**GENERAL REGULATIONS**

**VI. Definitions (Continued)**

Decibel Reference Noise C-Message Weighting - The term “Decibel Reference Noise C-Message Weighting” denotes noise power measurements with C-Message Weighting in decibels relative to a reference 1000 Hz tone of 90 dB below 1 milliwatt.

Decibel Reference Noise C-Message Referenced to 0 - The term “Decibel Reference Noise C-Message Referenced to 0” denotes noise power in “Decibel Reference Noise C-Message Weighting” referred to or measured at a zero transmission level point.

Dual Tone Multifrequency Address Signaling - The term “Dual Tone Multifrequency Address Signaling” denotes a type of signaling that is an optional feature of Switched Access Feature Group A. It may be utilized when feature Group A is being used in the terminating direction (from the point of termination with the customer to the local exchange and office). An office arranged for Dual Tone Multifrequency Signaling would expect to receive address signals from the customer in the form of Dual Tone Multifrequency signals.

Echo Control - The term “Echo Control” denotes the control or reflected signals in a telephone transmission path.

Echo Path Loss - The term “Echo Path Loss” denotes the measure of reflected signal at a 4-wire point of interface without regard to the send and receive Transmission Level Point.

Echo Return Loss - The term “Echo Return Loss” denotes a frequency weighted measure of return loss over the middle of the voiceband (approximately 500 to 2500 Hz), where talker echo is most annoying.

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**GENERAL REGULATIONS**

**VI. Definitions (Continued)**

Effective 2-Wire - The term “Effective 2-Wire” denotes a condition which permits the simultaneous transmission in both directions over a channel, but it is not possible to insure independent information transmission in both directions. Effective 2-wire channels may be terminated with 2-wire or 4-wire interfaces.

Effective 4-Wire - The term “Effective 4-Wire” denotes a condition which permits the simultaneous independent transmission of information in both directions over a channel. The method of implementing effective 4-wire transmission is at the discretion of the Telephone Company (physical, time domain, frequency-domain separation or echo cancellation techniques). Effective 4-wire channels may be terminated with a 2-wire interface at the customer’s premises. However, when terminated 2-wire, simultaneous independent transmission cannot be supported because the two wire interface combines the transmission paths into a single path.

End Office Switch - The term “End Office Switch” denotes a local Telephone Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks. Included may be Remote Switching Modules and Remote Switching Systems served by a host office in a different wire center.

End User - The term “End user” denote any customer of intrastate telecommunications service that is not a carrier, except that a carrier shall be deemed to be an “end user” to the extent that such carrier uses a telecommunications service for administrative purposes, without making such service available to others, directly or indirectly.

Entry Switch - See First Point of Switching.

Envelope Delay Distortion - The term “Envelope Delay Distortion” denotes a measure of the linearity of the phase versus frequency of a channel.

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**GENERAL REGULATIONS**

**VI. Definitions (Continued)**

Equal Level Echo Path Loss - The term “Equal Level Echo Path Loss” (ELEPL) denotes the measure of Echo Path Loss (EPL) at a 4-wire interface which is corrected by the difference between the send and receive Transmission Level Point (TLP). (ELEPL = TLP (send) + TLP (receive))

Exchange - The term “Exchange” denotes a unit generally smaller than a local access and transport area, established by the Telephone Company for the administration of communications service is a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communication service within the area. One or more designated exchanges comprise a given local access and transport area.

Expected Measure Loss - The term “Expected Measured Loss” denotes a calculated loss which specifies the end-to-end 1004-Hz loss on a terminated test connection between two readily accessible manual or remote test points. It is the sum of the inserted connected loss and test access loss including any test pads.

Extended Area Service - The term “Extended Area Service” denotes a telephone exchange service in which a customer in one exchange can call a local number in another exchange that is part of the extended area without paying a toll charge.

Field Identifier - The term “Field Identifier” denotes two to four characters that are used on service order to convey specific instructions. Field Identifiers may or may not have associated data. Selected Field Identifiers are used in Telephone Company billing systems to generate nonrecurring charges.

First Come - First Served - The term “First Come - First Served” denotes a procedure followed by the Telephone Company to process fully completed Access Orders according to the sequence in which they are received.

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**GENERAL REGULATIONS**

**VI. Definitions (Continued)**

First Point of Switching - The term "First Point of Switching" denotes the first Telephone Company location at which switching occurs on the terminating path of a call proceeding from the customer premises to the terminating end office and, at the same time, the last Telephone Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the customer premises.

Foreign Exchange Service - Exchange service furnished a customer from an exchange area other than that exchange from which the customer's local service would normally be furnished. Service is provided as Feature Group A/FX Service in this Tariff.

Grandfathered - The term "Grandfathered" denotes Terminal Equipment, Multiline Terminating Systems and Protective Circuitry directly connected to the facilities utilized to provide services under the provisions of this tariff, and which are considered grandfathered under Part 68 of the F.C.C.'s Rules and Regulations.

Host Office - The term "Host Office" denotes an electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

Immediately Available Funds - The term "Immediately Available Funds" denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve band wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposits.

Impedance Balance - The term "Impedance Balance" denotes the method of expressing Echo Return Loss and Singing Return Loss at a 4-wire interface whereby the gains and/or loss of the 4 wire portion of the transmission path, including the hybrid, are not included in the specifications.

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**GENERAL REGULATIONS**

**VI. Definitions (Continued)**

Impulse Noise - The term “Impulse Noise” denotes any monetary occurrence of the noise on a channel over a specified level threshold. It is evaluated by counting the number of occurrences which exceed the threshold.

Individual Case Basis- The term “Individual Case Basis” denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

Inserted Connection Loss - The term “Inserted Connection Loss” denotes the 1004 H2 power difference (in dB) between the maximum power available at the originating end and the actual power reaching the terminating end through the inserted connection.

Interexchange Carrier (IC) or Interexchange Common Carrier - The terms “Interexchange Carrier (IC) or Interexchange Common Carrier” denotes any individual, partnership, associations, joint stock company, trust, governmental entity or corporation engaged for hire in intrastate communications by wire or radio, between two or more exchanges.

Intermodulation Distortion - The term “Intermodulations Distortion’ denotes a measure of the nonlinearity of a channel. it is measured using four tones, and evaluating the ratios (in dB) of the transmitted composite four-tone signal power to the second-order products of the tones (R2), and the third-order products of the tones (R3).

Interstate Communications - The term “Interstate Communications denotes both interstate and foreign communications.

Intrastate Communications - The term “Intrastate Communications” denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

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**GENERAL REGULATIONS**

**VI. Definitions (Continued)**

Line Side Connections - The term “Line Side Connection” denotes a connection of a transmission path to the line side of a local exchange switching system.

Local Access and Transport Area - The term “Local Access and Transport Area (LATA)” denotes a geographic area established by the Telephone Company for the provision and administration of its communications service. It encompasses one or more Telephone Company designated exchanges which are configured in relative proximity to one another and may be reconfigured by the Telephone Company in the normal operation of its business. As used herein, the term LATA refers only to these Telephone Company designated exchanges and does not necessarily have any predetermined association with the term LATA used by the other exchange carriers.

Loop Around Test Line - The term “Loop Around Test Line” denotes an arrangement utilizing a Telephone Company central office to provide a means to make certain two-way transmission tests on a manual basis. This arrangement has two central office terminations, each reached by means of separate telephone numbers and does not require any specific customer premises equipment. Equipment subject to this test arrangement is at the discretion of the customer.

Loss Deviation - The term “Loss Deviation” denotes the variation of the actual loss from the designed value.

Message - The term “Message” denotes a “call” as defined preceding.

Milliwatt (102 Type) Test Line - The term “Milliwatt (102 Type) Test Line” denotes an arrangement in an end office which provides a 1004 Hz tone at 0 dBm0 for one-way transmission measurements towards the customer’s premises from the Telephone Company end office.

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**GENERAL REGULATIONS**

**VI. Definitions (Continued)**

Network Control Signaling - The term “Network Control Signaling” denotes the transmission of signals used in the telecommunications systems which perform functions such as supervision (control, status, and charge signals), address signaling (e.g., dialing), calling and called number identifications, rate of flow, service selection error control and audible tone signals (call progress signals indicating reorder or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of the telecommunications system.

Nonsynchronous Test Line - The term “Nonsynchronous Test Line” denotes an arrangement in step-by-step end offices which provides operational tests which are not as complete as those provided by the synchronous test lines, but can be made more rapidly.

North American Numbering Plan - The term “North American Numbering Plan” denotes a three digit are (Numbering Plan Area) code and a seven-digit telephone number made up of a three-digit Central Office code plus a four-digit station number.

Off-hook - The term “off-hook” denotes the active condition of Switched Access or a Telephone Exchange Service Line.

On-hook - The term “on-hook denotes the idle condition of Switched Access or a Telephone Exchange Service Line.

Open Circuit Test Line - The term “Open Circuit Test Line” denotes an arrangement in an end office which provides an ac circuit termination of a trunk or line by means of an inductor of several Henries.

Originating Direction - The term “Originating Direction” denotes the use of access service for the origination of calls from an End User Premises to an IC Premises.

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## GENERAL REGULATIONS

### VI. Definitions (Continued)

Phase Jitter - The term "Phase Jitter" denotes the unwanted phase variations of a signal.

Point of Termination - The term "Point of Termination" denotes the point of demarcation at a customer-designated premises at which the Telephone Company's responsibility for the provision of Access Service ends.

Premises - The term "Premises" denotes a building or buildings on continuous property (except Railroad Right-of-Way, etc.) not separated by a public highway.

Query - The term "Query" denotes the inquiry to a Telephone Company data base to obtain information, processing instruction or service data.

Remote Switching Modules and/or Remote Switching Systems - The term "Remote Switching Modules and/or Remote Switching Systems" denotes remotely controlled electronic end office switches which obtain their call processing capability from an ESS-type Host Office. The Remote Switching Modules and/or Remote Switching Systems cannot accommodate direct trunks to an IC.

Return Loss - The term "Return Loss" denotes a measure of the similarity between the two impedances at the junction of two transmission paths. The higher the return loss, the higher the similarity.

Registered Equipment - The term "Registered Equipment" denotes the customer's premises equipment which complies with and has been approved within the Registration Provisions of Part 68 of the FCC's Rules and Regulations.

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## GENERAL REGULATIONS

### VI. Definitions (Continued)

Serving Wire Center - That Telephone Company designated wire center serving the customer's designated premises and used for mileage measurement to determine local transport or circuit mileage charges for Access Service.

Service Management System - The term "Service Management System" (SMS) denotes the primary 800 service system that interfaces between the regional SCPs and 800 service providers order entry centers and/or systems. The primary function of the SMS is to administer 800 records in the SCPs that involve service provisioning, maintenance network administration and management.

Service Switching Point - The term "Service Switching Point" (SSP) denotes a switch which recognizes 800 calls and suspends them in order to query the 800 Service Control Point (SCP) for routing instructions for the 800 call.

Seven Digit Manual Test Line - The term "Seven Digit Manual Test Line" denotes an arrangement which allows the customer to select balance, milliwatt, and synchronous test lines by manually dialing a seven digit number over the associated access connection.

Shortage of Facilities or Equipment - the term "Shortage of Facilities or Equipment" denotes a condition which occurs when the Telephone Company does not have appropriate cable, switching capacity, bridging or multiplexing equipment, etc., necessary to provide the Access Service requested by the customer.

Short Circuit Test Line - The term "Short Circuit Test Line" denotes an arrangement in an end office which provides for an ac short circuit termination of a trunk or line by means of a capacitor of at least four microfarads.

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**GENERAL REGULATIONS**

**VI. Definitions (Continued)**

Signal-to-C-Notched Noise Ratio - The term “Signal-to-C-Notched Noise Ratio” denotes the ratio in dB of a test signal to the corresponding C-Notched Noise.

Singing Return Loss - The term “Singing Return Loss” denotes the frequency weighted measure of return loss at the edges of the voiceband (200 to 500 Hz and 2500 to 3200 Hz), where singing (instability) problems are most likely to occur.

Subtending End Office of an Access Tandem - The term “Subtending End Office of an Access Tandem” denotes an end office that has final trunk group routing through that tandem.

Synchronous Test Line - The term “Synchronous Test Line” denotes an arrangement in an end office which performs marginal operational tests of supervisory and ring-tripping functions.

Terminating Direction - The term “Terminating Direction” denotes the use of Access Service for the completion of calls from an IC premises to an End User Premises.

Transmission Measuring (105 Type) Test Line/Responder - The term “Transmission Measuring (105 Type) Test Line/Responder” denotes an arrangement in an end office which provides far-end access to a responder and permits two-way loss and noise measurements to be made on trunks from a near end office.

Transmission Path - The term “Transmission Path” denotes an electrical path capable of transmitting signals within the range of the service offering, e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant typically used in the telecommunications industry.

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**GENERAL REGULATIONS**

**VI. Definitions (Continued)**

Trunk - The term “Trunk” denotes a communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group - The term “Trunk Group” denotes a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Trunk Side Connection - The term “Trunk Side Connection” denotes the connection of a transmission path to the trunk of a local exchange switching system.

Two-Wire to Four-Wire Conversion - The term “Two-Wire to Four-Wire Conversion” denotes an arrangement which converts a four-wire transmission path to a two-wire transmission path to allow a four-wire facility to terminate to a two-wire entity (e.g., a central office switch).

Uniform Service Order Code - The term “Uniform Service Order Code” denotes a three or five character alphabetic, numeric, or an alphanumeric code that identifies a specific item of service or equipment. Uniform Service Order Codes are used in the Telephone Company billing system to generate recurring rates and nonrecurring charges.

V&H Coordinates - The term “V and H Coordinates Method” denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

WATS Service Office - The term “WATS Serving Office” denotes a Telephone Company switching office capable of performing the optional screen functions used in Combined Access Service Arrangements.

Wire Center - The term “Wire Center” Denotes a building in which one or more central offices, including end office switches, used for the provision of Telephone Exchange Services, are located.