INTRASTATE MESSAGE TELECOMMUNICATIONS TARIFF

This Tariff contains the rates terms and conditions for the furnishing of telecommunications services provided by Poka Lambro Telecommunications, Ltd. d/b/a Poka Lambro Communications and d/b/a Poka Lambro Telephone Company herein after referred to as the "Company" with principal offices located at 560 US Highway 87, Tahoka, Texas 79373-1340, telephone number (806) 924-7234. This Tariff applies for services to and from points within the State of Texas. A copy of this Tariff may be inspected during normal business hours at the Company's principal place of business and may also be obtained at the Public Utility Commission of Texas with offices at 1701 N. Congress Avenue Austin, Texas 78711.

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Poka Lambro Telecommunications, Ltd. P.O. Box 550 Tahoka, Texas 79373-0550

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE

CHECK SHEET

The title page, check sheet and pages 1 through 4-3 inclusive of this Tariff are effective as of the dates shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

Page	Revision	Page	Revision
Title Page	2nd Revised		
Check Sheet	5th Revised		
1	2nd Revised		
2	2nd Revised		
1-1	2nd Revised		
1-2	1st Revised		
1-3	2nd Revised		
1-4	2nd Revised		
1-5	2nd Revised		
2-1	2nd Revised		
2-2	2nd Revised		
2-3	2nd Revised		
2-4	2nd Revised		
2-5	4th Revised		
2-6	2nd Revised		
2-7	2nd Revised		
2-8	2nd Revised		
3-1	2nd Revised		
3-2	2nd Revised		
3-3	2nd Revised		
3-4	2nd Revised		
3-5	2nd Revised		
3-6	1st Revised		
3-7	1st Revised		
4-1	2nd Revised		
4-2	2nd Revised		
4-3	2nd Revised		

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Poka Lambro Telecommunications, Ltd. P.O. Box 550 Tahoka, Texas 79373-0550

Contact: David McEndree, CEO

TABLE OF CONTENTS

Page No.

D | D

D

D

D

Section	1:	<u>General</u>	1-1
1.1 1.2	Applica Definiti	tion of Rates, Terms and Conditions	1-1 1-1
Section	2:	<u>Terms and Conditions – Intrastate Long Distance Services</u>	2-1
2.12.22.32.42.5	2.1(a) 2.1(b) Obligati Liabiliti Service Charges 2.5(a) 2.5(b)	Limitations	2-1 2-1 2-3 2-3 2-4 2-4 2-4
2.6 2.7		Taxes and Other Charges Payment and Late Payment Charge Returned Check Charge Credit Allowance/Service Interruptions Service Interruption Measurement ation or Denial of Service by the Company Disputes	2-6 2-6 2-6 2-7 2-7
Section	3:	General Classification and Description of the Company's Service - Intrastate Long Distance Services	3-1
3.1	Service	Points	3-1
3.2 3.3 3.4 3.5	Method Promoti	of Calls of Applying Rates ional Discounts Long Distance Services	3-2 3-2
3.6 3.7		vice ry Assistance Service	

3.8	Payphone Origination Charge	3-	6
	Blocks of Minutes	3-'	7

Issued: MARCH 18, 2011

Effective: MARCH 19, 2011

Poka Lambro Telecommunications, Ltd. P.O. Box 550 Tahoka, Texas 79373-0550

Effective: MARCH 19, 2011

Page No.

D

TABLE OF CONTENTS (Cont'd)

Section	4: <u>Rates for Intrastate Long Distance Service</u>	4-1
4.2	Returned Check Charge Directory Assistance Direct Dial Services	4-1
	800 Service Payphone Origination Charge Blocks of Minutes	

Issued: MARCH 18, 2011

Poka Lambro Telecommunications, Ltd. P.O. Box 550 Tahoka, Texas 79373-0550

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1. General

- 1.1 Application of Rates, Terms and Conditions
 - (a) The rates, terms and conditions contained within this document are applicable to the provision of Intrastate Long Distance Service, hereinafter referred to as "Service," by Poka Lambro Telecommunications, Ltd., d/b/a Poka Lambro Communications and d/b/a Poka Lambro Telephone Company hereinafter referred to as the "Company," as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions. By accepting Service from the Company, the Customer accepts this Intrastate Message Telecommunications Tariff as a binding agreement between the Customer and the Company.
 - (b) The Company may change the Intrastate Message Telecommunications Tariff from time to time. Changes in rates, terms and conditions are effective no sooner than one (1) day after the Company files the modifications with the Public Utility Commission of Texas. The Company will also notify Customers of increases by bill message, bill insert or other reasonable commercial method at least fifteen (15) days prior to the effective date for the increases, except where longer notice is required by law. Advance notice does not apply to increases in taxes and other charges described in Section 2.5.(c) of this Tariff. The Company may decrease rates and charges without providing advance notice. Use of the company's services after the fifteen (15) day notice period shall be construed as Customer's consent to the changed rates, terms and conditions.
 - (c) The provision of such Service by the Company as set forth in this Intrastate Message Telecommunications Tariff does not constitute a joint undertaking with the Customer for the furnishing of any Service.
 - (d) The rates, terms and conditions contained herein are not applicable to Interstate and/or International Long Distance Service. The Company provides Interstate and/or International Long Distance Service under Poka Lambro Telecommunications, Ltd. d/b/a Poka Lambro Communications Long Distance Services Agreement and Rates, Terms and Conditions Document for Interstate and International Long Distance Services. These documents may be viewed at the Company's principal place of business, or on the Company's website at www.poka.com.

1.2 <u>Definitions</u>

Certain terms used throughout this Intrastate Message Telecommunications Tariff are defined as follows:

Access Code

A sequence of numbers that, when dialed, connect the caller to the Provider associated with that sequence.

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Poka Lambro Telecommunications, Ltd. P.O. Box 550 Tahoka, Texas 79373-0550

Effective: MARCH 19, 2011

- **1. General** (Cont'd)
 - 1.2 <u>Definitions</u> (Cont'd)

Application for Service

A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide the Service as required.

Billed Party

The person or entity responsible for payment of the Company's service for an Operator Services Call, as follows:

- (1) in the case of a Calling Card or Credit Card call, the holder of the calling card or credit card used by the Customer; and
- (2) in the case of a Collect or Third Party call, the person responsible for the local telephone service at the telephone number that agrees to accept charges for the call.

Calling Card Calls

A call for which charges are billed, not to the originating telephone number, but to a telephone calling card issued either by a local exchange or long distance telephone company for this purpose.

Call Splashing

The transfer of a telephone call from one provider of operator services to another such provider in such a manner that the subsequent provider is unable or unwilling to determine the location of the origination of the call and, because of such inability or unwillingness, is prevented from billing the call on the basis of such location.

Collect Call

A call for which charges are billed, not to the originating telephone number, but to the destination or termination telephone number.

Company

Poka Lambro Telecommunications, Ltd., d/b/a Poka Lambro Communications and d/b/a Poka Lambro Telephone Company, unless the context indicates otherwise.

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Poka Lambro Telecommunications, Ltd. P.O. Box 550 Tahoka, Texas 79373-0550

1. General (Cont'd)

1.2 <u>Definitions</u> (Cont'd)

Customer

Any individual, partnership, association, trust, corporation, cooperative or governmental agency or other entity which utilizes the Services provided by the Company. A Customer, as set forth herein, must receive local exchange service from Poka Lambro Telephone Cooperative, Inc. or its affiliates or designees. The Customer is responsible for the payment of charges and for compliance with all applicable terms of the Company's Intrastate Message Telecommunications Tariff.

Customer Dialed Calling Card Call

A Calling Card Call which is dialed by the Customer and may or may not require intervention by an attended operator position to complete.

Customer Provided Equipment

Terminal Equipment or facilities provided by persons other than the Company and connected to the Company's Services and/or facilities.

Domestic

Domestic points include all fifty (50) states and all U.S. territories and possessions as defined in the Communications Act of 1934, and as amended by the Telecommunications Act of 1996, and as further defined by the Federal Communications Commission in their orders.

Equal Access

Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

FCC

The Federal Communications Commission.

International Long Distance Service

International Long Distance Service is a Long Distance Service involving a telephone call originating in one country and terminating in another country.

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Poka Lambro Telecommunications, Ltd. P.O. Box 550 Tahoka, Texas 79373-0550

1. General (Cont'd)

1.2 Definitions (Cont'd)

Interstate Long Distance Service

Interstate Long Distance Service is a Long Distance Service involving a telephone call originating in one state and terminating in another state (also referred to as a "state-to-state" call). The term "state" for purposes of Interstate Long Distance Service includes all Domestic points including all fifty (50) states and U.S. territories and possessions.

Intrastate Long Distance Service

Intrastate Long Distance Service is a Long Distance Service involving a telephone call originating and terminating in the State of Texas (also referred to as an "in-state" call).

Intrastate Message Telecommunications Tariff

Intrastate Message Telecommunications Tariff (also referred to as "Tariff") refers to this document as a whole comprising the rates, terms and conditions applicable to the provision of Services to Customers by the Company.

Local Exchange Carrier (LEC)

A telephone company which furnishes local exchange services.

Long Distance Service (LDS)

The term "Long Distance Service" denotes the furnishing of station-to-station direct dial intrastate switched network services to the Customer for the completion of long distance voice and dial up low speed data transmissions over voice grade channel from the Company's Points of Presence to domestic points within the State of Texas.

Operator Service

An Operator Service provides automatic or live assistance to a Customer to arrange for billing or completion, or both, of a call.

Person-to-Person Calls

A call which is placed under the stipulation that the caller will speak only to a specific called party. Such a call is not completed until either the specific party named by the caller is contacted, or the caller agrees to speak to a different party.

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1. General (Cont'd)

1.2 <u>Definitions</u> (Cont'd)

Service

The offerings of the Company comprising Intrastate Long Distance Service.

Telecommunications

The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

Third Party Calls

A call for which charges are billed, not to the originating telephone number, but to a third party telephone number which is neither the originating nor the terminating telephone number.

Time of Day Rate Period

D = Day Rate from 8:00 a.m. through 4:59 p.m. local time Monday through Friday.

E = Evening Rate from 5:00 p.m. through 10:59 p.m. local time Monday through Friday.

N = Night Rate from 11:00 p.m. through 7:59 a.m. local time Monday through Friday.

W = Week-End Rate from 11:00 p.m. Friday through 7:59 a.m. Monday.

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Poka Lambro Telecommunications, Ltd. P.O. Box 550 Tahoka, Texas 79373-0550

2.1 <u>Undertaking of the Company</u>

(a) <u>Scope</u>

The Company is a carrier providing Intrastate Long Distance Service to Customers, as defined in Section 1.2 preceding, for their direct transmission of voice, data and other types of telecommunications within the State of Texas as described in this Intrastate Message Telecommunications Service Tariff.

- (b) <u>Limitations</u>
 - (i) The services provided pursuant to this Intrastate Message Telecommunications Tariff are offered subject to the availability of facilities and the other provisions of this Intrastate Message Telecommunications Tariff.
 - (ii) The Company does not undertake to transmit communications or messages, but rather furnishes facilities, Service and equipment for such transmissions by the Customer.
 - (iii) The Company retains the right to deny Service to any Customer which fails to comply with the rules and regulations of this Intrastate Message Telecommunications Tariff, or other applicable rules, regulations or laws.
- 2.2 Obligations of the Customer
 - (a) All Customers assume general responsibilities in connection with the provision and use of the Company's Service. General responsibilities are described in this section. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the Customer assumes the additional responsibilities as set forth in Section 2.2, herein.
 - (b) The Customer is responsible for the payment of all charges for any and all Services or facilities provided by the Company to the Customer.
 - (c) Subject to availability, the Customer may use specific codes to identify the users groups on its account and to allocate the cost of its service accordingly. The numerical composition of such codes shall be set forth by the Company to assure compatibility with the Company's accounting and automation systems and to avoid duplication of such specific codes.
 - (d) The Company reserves the right to discontinue the use of any code provided to the Customer and to substitute another code for such Customer's use.
 - (e) The Customer shall indemnify and save harmless the Company from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer using the Company's Services; and any other claim resulting from any act or omission of the Customer to the use of the Company's facilities.

Issued: MARCH 18, 2011

Poka Lambro Telecommunications, Ltd. P.O. Box 550 Tahoka, Texas 79373-0550

2.2 <u>Obligations of the Customer</u> (Cont'd)

- (f) Nothing contained herein, or in any other provision of this Intrastate Message Telecommunications Tariff, or in any marketing materials issued by the Company shall give any Customer or person any ownership interest or proprietary right in any particular code issued by Company; provided, however, that a Customer that continues to subscribe to Company's Services will be provided a replacement code in the event such Customer's initial code is canceled.
- (g) The Customer shall reimburse the Company for damages to the Company's facilities caused by any negligence or willful act or acts on the part of the Customer.
- (h) The Customer shall pay and hold the Company harmless from the payment of all charges for service ordered by the Customer from the Local Exchange Carriers or other entities for long distance services and/or facilities connecting the Customer and the Company.
- (i) In the event a suit is brought by the Company, or an attorney is retained by the Company to collect any bill or enforce the terms of this Intrastate Message Telecommunications Tariff against a Customer, that Customer shall be responsible for payment of all reasonable attorney's fees, court costs, costs of investigation and any and all other related costs and expenses incurred by the Company in connection therewith.
- (j) The Customer understands that the Services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes, but is not limited to:
 - (i) Using the Service for any purpose which is in violation of any law.
 - (ii) Obtaining or attempting to obtain Services through any scheme, false representation and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for Services, or assisting any other person or firm in such regard.
 - (iii) Attempting to, or actually obtaining, accessing, altering, or interfering with the communications and/or information by rearranging, tampering with or making any connection with any facilities of the Company or assisting any other person or firm in such regard.
 - (iv) Using the Services in a manner that interferes unreasonably with the use of Service by one or more other Customers.
 - (v) Using the Service to convey information deemed to be obscene, salacious, or prurient, to impersonate another person with fraudulent or malicious intent, to call another person or persons so frequently, at such times, or in such a manner as to annoy, abuse, or harass, or to convey information of a nature or in a manner that renders such conveyance unlawful.

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Effective: MARCH 19, 2011

Poka Lambro Telecommunications, Ltd. P.O. Box 550 Tahoka, Texas 79373-0550

2.2 <u>Obligations of the Customer</u> (Cont'd)

(k) The Customer, not the Company, shall be responsible for compliance with FCC Rules, 47 C.F.R. Part 68, and for all maintenance of such equipment and/or facilities.

2.3 <u>Liabilities of the Company</u>

- (a) Except as stated in this Section 2.3, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this Intrastate Message Telecommunications Tariff.
- (b) The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Tariff, including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equal to the charges under this Tariff applicable to the specific call (or portion thereof) that was affected. No other liability shall attach to the Company.
- (c) The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; or (3) national emergencies, insurrections, riots, wars or other labor difficulties.
- (d) The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment, or services used by a Customer, with the Company's Services. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any Customer or due to the failure of Customer Provided Equipment, facilities or services.

2.4 <u>Service Orders</u>

The Customer must place an Application for Service with the Company to initiate, cancel or change the Services provided pursuant to this Tariff. Applications for Services may be either in writing or orally and provide, at a minimum, the following information:

- (a) Customer's name(s), telephone number(s) and address(es). In the case of a corporation or partnership, a designated officer or agent shall be named as the contact person for such corporation or partnership.
- (b) Name(s), address(es) and telephone number(s) of person(s) to whom notices from the Company to the Customer shall be addressed, if different from (A) above.

Issued: MARCH 18, 2011

Effective: MARCH 19, 2011

Poka Lambro Telecommunications, Ltd. P.O. Box 550 Tahoka, Texas 79373-0550

2.5 Charges and Payments for Service or Facilities

- (a) <u>Deposits</u>
 - (i) The Company may, in order to safeguard its interests, require a Customer to make a suitable deposit or provide a surety bond or letter of credit in the amount of the required deposit as a guarantee of the payment of charges. The Company shall have the right to require the Customer to make a deposit prior to or at any time after provision of any Service, not to exceed three (3) months estimated charges. The Company may increase the amount of the deposit to reflect increases to the Customer's annual bill. The Customer will receive a receipt for the deposit.
 - (ii) Any deposit as referred to in this Section shall be held by the Company to secure the payment of the Customer's bill. At the Company's option, the deposit may be refunded or credited to the Customer at any time prior to the termination of Service.
 - (iii) Interest will be paid by the Company on all sums held on deposit at the rate established statutorily for customer deposits. The interest will be accrued for the period during which the deposit is held by the Company.

(b) <u>Description of Payment and Billing Periods</u>

- (i) Service is provided and billed on a monthly basis. Service continues to be provided and billed on a monthly basis until canceled by the Customer through notice given to the Company.
- (ii) When billing functions are performed by a Local Exchange Carrier (LEC), commercial credit card company or others, the payment conditions and requirements of such LEC, commercial credit card company or other entity performing billing functions apply, including any applicable interest.
- (iii) In the event a Local Exchange Carrier, commercial credit card company or others ceases efforts to collect any amounts associated with the Company's charges, the Company may bill the Customer or the called party directly, and may utilize its own billing and collection procedures which shall be consistent with all applicable statutes, rules and regulations.

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Effective: MARCH 19, 2011

Poka Lambro Telecommunications, Ltd. P.O. Box 550 Tahoka, Texas 79373-0550

- 2.5 <u>Charges and Payments for Service or Facilities</u> (Cont'd)
 - (c) <u>Taxes and Other Charges</u>

In addition to payment for Services, Customer must pay all taxes, fees, surcharges and other charges that the Company bills Customer related to Services. Taxes and surcharges will be in the amounts that federal, state and local authorities authorize or require the Company to bill Customer. The company will not provide advance notice of changes to taxes and surcharges, except as required by applicable law. All such taxes and charges shall be separately shown and charged on bills rendered by Company or its billing agent.

The Texas Universal Service Fund (TUSF)

The Texas Universal Service Fund (TUSF) has been established by the State of Texas to insure that local phone rates are affordable for low income customers and customers in high cost rural areas, and to support programs for customers with disabilities. The TUSF Surcharge is intended to recover the cost of the TUSF assessment paid by the Company. The Company's TUSF Surcharge amount is determined by applying the TUSF assessment rate, as determined by the Commission, to actual rates for services that are considered "intrastate telecommunications services receipts," as that term has been defined by the Commission.

The TUSF Surcharge will be identified on the retail customer's bill as the "Texas Universal Service."

Effective September 1, 2004, charges for all eligible intrastate taxable telecommunications services receipts on a retail customer's bill, except Lifeline and Link Up, if offered, will be assessed a TUSF Surcharge, based on the TUSF assessment rate approved by Commission Order. The TUSF assessment rate may be changed periodically by the Commission.

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Effective: MARCH 19, 2011

Poka Lambro Telecommunications, Ltd. P.O. Box 550 Tahoka, Texas 79373-0550

- 2.5 <u>Charges and Payments for Service or Facilities</u> (Cont'd)
 - (d) <u>Payment and Late Payment Charge</u>
 - (i) Payment will be due as specified on the Customer bill. Commencing after that due date, a late charge of up to the highest interest rate allowable by law will be applied to all amounts past due.
 - (ii) Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.
 - (iii) Service may be denied or discontinued at the Company's discretion for nonpayment of amounts due the Company past the due date as specified in 2.5.D.1. Restoration of Service will be subject to all applicable installation charges.
 - (e) <u>Returned Check Charge</u>

In cases where the Company issues direct bills to Customers, and payment by check is returned for insufficient funds, or is otherwise not processed for payment, there will be a charge as set forth herein. Such charge will be applicable on each occasion when a check is returned or not processed.

- (f) <u>Credit Allowance/Service Interruptions</u>
 - (i) Credit for failure of Service will be allowed only when failure is caused by or occurs in the Company's facilities or equipment owned, provided and billed for by the Company. A credit allowance is not applicable for any period during which Customer cannot utilize the Service, except for such period where the Service is interrupted by the Company for access to its facilities for the purposes of investigating and clearing troubles and/or maintenance.
 - (ii) Credit allowances for failure of Service or equipment starts when the Customer notifies the Company of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer by the Company.
 - (iii) The Customer shall notify the Company of failures of Service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment or Customer provided facilities, any act, or omission of the Customer, or in wiring or equipment connected to the Customer's terminal.
 - (iv) Only those portions of the Service or equipment operation disabled will be credited.
 - (v) Any credit provided to the Customer under this Tariff shall be determined in accordance with the provisions of Section 2.5.G.

Issued: MARCH 18, 2011

Poka Lambro Telecommunications, Ltd. P.O. Box 550 Tahoka, Texas 79373-0550

- 2.5 Charges and Payments for Service or Facilities (Cont'd)
 - (g) <u>Service Interruption Measurement</u>
 - (i) In the event of an interruption of Service that exceeds the minimum requirements set forth in this paragraph, the Company shall make a credit allowance at the Customer's request for a <u>pro rata</u> adjustment of all Service charges billed by the Company for Services rendered inoperative by the interruption. The credit allowance will be computed by dividing the duration of the service interruption measured in twenty-four (24) hour days, from the time the interruption is reported to the Company, by a standard thirty (30) day month, and then multiplying the result by the Company's fixed monthly charges for each interrupted Service.
 - (ii) A credit allowance will not be given for interruptions caused by the negligence or willful act of the Customer, or interruptions caused by failure of equipment or service not provided by the Company.

2.6 <u>Termination or Denial of Service by the Company</u>

- (a) In the event of nonpayment of any bill rendered or any required Deposit, the Company may, after written notice, suspend Customer service. The Company may, immediately and without notice to Customer, and without liability of any nature, temporarily deny, terminate, or suspend Customer's service:
 - (i) In the event Customer or Customer's agent: (a) willfully damages the Company's equipment, interferes with use of the Company's Service by other customers of the Company; (b) unreasonably places capacity demands upon the Company's facilities or Service; or (c) violates any statute or provision of law, or any rule or regulation of any state or federal regulatory agency relating to communications; or (d) otherwise fails to comply with the provisions of this Tariff or applicable law; or
 - (ii) In the event a Customer becomes insolvent, is the subject of any formal legal proceeding commenced in a court involving a voluntary or involuntary petition or proceeding in bankruptcy, seeks protection or relief from creditors in a formal legal proceeding after a filing for such relief, or executes an assignment for the benefit of creditors; or
 - (iii) In the event that the Company determines that any Service is being used fraudulently or illegally, whether by a Customer or its agent.

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Poka Lambro Telecommunications, Ltd. P.O. Box 550 Tahoka, Texas 79373-0550

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2. Terms and Conditions – Intrastate Long Distance Services (Cont'd)

2.7 <u>Billing Disputes</u>

If Customer believes Customer has been billed by the Company in error, Customer must contact the Company within sixty (60) days of the date of the bill which contains the disputed charge. Refunds or adjustments will not be issued for any charge that is more than sixty (60) days old at the time Customer notifies the Company. Customer may withhold from payment to the Company the disputed portion of any bill pending resolution of the dispute. Customer must pay all non-disputed charges on the bill by the due date indicated on the bill. The Company will notify Customer of the results of its inquiry, and either adjust the billing, issue a credit, or notify Customer that all or a portion of the disputed amount is still owed. Customer will be required to pay such amount within fifteen, (15) days thereafter, and if Customer fails to pay this amount within the time required, Customer's account will be deemed past due and unpaid and Customer's Service subject to termination under Section 2.6 above. Any payments Customer withholds pending resolution of the dispute may be subject to a late payment charge at the highest interest rate allowable by law applied to past due amounts.

Issued: MARCH 18, 2011

Poka Lambro Telecommunications, Ltd. P.O. Box 550 Tahoka, Texas 79373-0550

3. General Classification and Description of the Company's Service – Intrastate Long Distance Services

3.1 <u>Service Points</u>

The Company provides originating Service from points in the State of Texas to intrastate points identified in this Intrastate Message Telecommunications Service Tariff.

3.2 <u>Timing of Calls</u>

- (a) Unless otherwise indicated in this Tariff, calls are timed by the Company in sixty (60) second increments. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer and if charged in error, will be credited by the Company to the Customer. Timing begins at the "starting event" and ends at the "terminating event," unless otherwise specified. Time between the starting event and the terminating event is the call duration. The minimum call duration for a completed domestic call is sixty (60) seconds, unless otherwise specified.
- (b) The starting event occurs when the Company's terminal experiences an "Incoming Signaling Protocol Successful," <u>i.e.</u>, upon the seizure of an inbound trunk.
- (c) The terminating event occurs when the Company's terminal receives a signal from the Local Exchange Carrier that either the calling party or the called party has hung up.
- (d) There shall be no charge for unanswered calls. Upon receiving reasonable and adequate notice of billing from a Customer for any such call, the Company may issue a credit in an amount equal to the charge for the call. Calls which are in progress longer than one minute will be presumed to have been answered.
- (e) Intrastate Long Distance Service rates may be quoted in terms of initial and additional minutes. The initial minute is the first minute or any fraction thereof after connection is made. The additional minute is each minute or any fraction thereof after the initial minute.

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D

Issued: MARCH 18, 2011

Poka Lambro Telecommunications, Ltd. P.O. Box 550 Tahoka, Texas 79373-0550

Effective: MARCH 19, 2011

3. General Classification and Description of the Company's Service – Intrastate Long Distance Services

3.3 <u>Method of Applying Rates</u>

Unless specified otherwise in this Tariff, the duration of each call for billing purposes will be rounded off to the nearest higher sixty (60) second increment.

3.4 <u>Promotional Discounts</u>

The Company may from time to time offer promotional discounts. Such discounts will be for a specified period of time, will not exceed published rates, and will be available to all qualifying Customers upon request.

- 3.5 <u>Dialed Long Distance Services</u>
 - (a) Dialed Long Distance Services are measured use, full time services utilizing intrastate communications facilities. When appropriate access arrangements exist, these switched services are available on a presubscription (Equal Access) basis. Otherwise, where available, the Services require that a Customer access the Company's network via an alternative access code arrangement such as "950-XXXX" plus the Customer's security code, a toll-free "1-800" telephone number with the Customer's security code, or via "1-0-1-XXXX" code with Customer security code.
 - (b) Depending upon the service option chosen by the Customer, the charges for the use of such intrastate communications facilities may be based upon the time of day, the total minutes of use and/or the distance of each call.
 - (c) All Customers shall be charged the rates identified in Section 4.

3.6 <u>800 Service</u>

800 Service is a one-way inbound service originating on feature group facilities provided by the Company and terminating on a regular telephone line. The Customer is responsible for payment of all charges associated with such terminating calls rather than the calling party. The rates for this service are provided for in Section 4.

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Contact: David McEndree, CEO

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3. General Classification and Description of the Company's Service – Intrastate Long Distance Services

3.7 Directory Assistance Service

- (a) The Company will provide Directory Assistance Service for the convenience of its customers in obtaining telephone numbers in the domestic United States. All customers shall be charged the rates identified in Section 4.
- (b) The customer may request two listings per call. Additional listing requests are subject to additional charges. No credit will be given for requested telephone numbers that are nonpublished or nonlisted. Likewise, no credit will be given for requested telephone numbers that are not found in the directory.

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3. General Classification and Description of the Company's Service – Intrastate Long Distance Services

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3. General Classification and Description of the Company's Service – Intrastate Long Distance Services

3.8 Payphone Origination Charge

- (a) The Company will assess a per call charge on all intrastate calls that originate from a pay telephone when such calls are placed to toll-free numbers, with a credit or calling card, or are billed to a third party.
- (b) This charge is in addition to standard usage charges and any applicable service charges and surcharges associated with the Company's service.
- (c) Pay telephones include coin-operated and coin-less phones owned by local telephone companies, independent companies, privately owned payphones, and other interexchange carriers.
- (d) The Payphone Origination Charge applies to the initial completed call and any re-originated call (i.e., accessing fresh dial tone or redirecting the call).
- (e) Whenever possible, the Payphone Origination Charge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Payphone Origination Charge may be billed on a subsequent invoice after the Company has obtained information from a carrier that an originating station is an eligible pay telephone.
- (f) The Payphone Origination Charge shall be billed at the rates identified in Section 4.

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3. General Classification and Description of the Company's Service – Intrastate Long Distance Services

3.9 <u>Blocks of Minutes</u>

- (a) The company offers Blocks of Minutes that provide qualifying residential or business customers a prescribed number of direct dialed outbound long distance minutes of use (intrastate and interstate) on a flat-rate basis, twenty-four hours a day, seven days a week. Customers must dial 1 plus the area code, if applicable, and the terminating number to complete a call utilizing this service. The plans are outlined in Section 4.6.
- (b) Eligible customers must presubscribe to Poka Lambro Telecommunications for both intrastate and interstate long distance and must receive local exchange service from Poka Lambro Telephone Cooperative, Inc. or Poka Lambro Telephone Company.
- (c) Special calling plans exclude the following: calls to 900 numbers, directory assistance, calling cards, operator services, international calling and toll-free calling services.
- (d) Rates for Blocks of Minutes are outlined in Section 4.6, following. Purchased minutes are valid for the standard billing month and unused minutes may not be carried over into the next billing month.
- (e) For customers who order Blocks of Minutes during the middle of a billing cycle, Blocks of Minutes will not be pro-rated. If a customer orders a Block of Minutes in the middle of the billing cycle, the Block of Minutes will be retroactively billed to the first day of the current billing cycle, and any current toll minutes of use will be considered minutes used out of the Block of Minutes purchased. For example, if a customer orders a Block of 100 Minutes on the 15th of the month, and has already accumulated 65 minutes of toll usage for that month, the 65 minutes will be deducted from the Block of 100 Minutes, leaving the customer 35 minutes of use left in the Block of 100 Minutes for the current billing cycle.

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4. Rates for Intrastate Long Distance Service

4.1 <u>Returned Check Charge</u>

A Customer whose payment by check is returned for insufficient funds, or is otherwise not processed for payment, will be subject to a returned check charge. Such charge will be applicable on each occasion when a check is returned or not processed. If the returned check was for a combined intrastate and international balance, only a single returned check charge will apply.

Per Occasion

\$25.00

4.2 <u>Directory Assistance</u>

Directory Assistance is provided at a rate of \$1.99 per call.

4.3 <u>Direct-Dialed Service</u>

Residential and Business customers will be charged \$0.12 per minute for all intrastate directdialed long distance calls.

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Contact: David McEndree, CEO

4. Rates for Intrastate Long Distance Service (Cont'd)

4.4 800 Service

Non-recurring Installation Charge (a)

> In addition to the Monthly Recurring Charge and the Usage Charge described in this Section, an Installation Charge of \$10.00 per line for each 800 Service terminating line shall be assessed.

(b) Monthly Recurring Charge

> In addition to the Usage Charge described in this Section, there shall be assessed a monthly charge per line for each 800 Service terminating line at the rates specified below:

Residential:	\$2.00/month
Business:	\$2.00/month

(c) Usage Charge

> 800 Service is available at the same usage sensitive (per-minute) rate as specified below:

Residential:	\$0.15 per minute	R
Business:	\$0.15 per minute	R

Vanity Numbers (d)

> Toll free numbers are issued to customers on a random basis. Customer requests for specific toll free numbers, or Vanity Numbers, will be considered by the Company, and if the requested number is available, the requesting customer will be assessed a one time non-recurring charge of \$35.00 per number.

- (e) **Enhanced Toll Free Features**
 - Call Area Selection: (i)

Customer may request certain locations blocked from where a toll free call can originate.

(ii) Geographic Routing:

> Customer may request termination of calls to a specific toll free number from two or more originating locations to different locations.

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4. Rates for Intrastate Long Distance Service (Cont'd)

- 4.4 <u>800 Service (Cont'd)</u>
 - (e) Enhanced Toll Free Features (Cont'd)
 - (iii) Time of Day Routing:

Customer may request termination of calls to different locations based on the time of day.

(iv) Day of Week Routing:

Customer may request termination of calls to different locations based on the day of week.

(v) Rates:

Non-Recurring Charge (per Toll Free Number) Per Feature	\$ 50.00
Maximum charge per Toll Free Number	\$150.00
Monthly Recurring Charge (per Toll Free Number)	
Per Feature	\$10.00

4.5 <u>Payphone Origination Charge</u>

Per call

\$0.60

4.6 <u>Blocks of Minutes</u>

Regulations regarding Blocks of Minutes are outlined in Section 3.9, preceding.

Monthly Minutes Included	Monthly Rate	Per Minute Rate for Excess Minutes Used
100 Minutes	\$9.95 ⁽¹⁾	\$0.12
300 Minutes	\$24.95	\$0.12
500 Minutes	\$39.95	\$0.10

⁽¹⁾ Poka Lambro Telephone Company customers subscribing to a residential access line and a "Build Your Own Feature Package" as regulated and outlined in Poka Lambro Telecommunications, Ltd. d/b/a Poka Lambro Telephone Company's Local Exchange Tariff, and 512 kbps or greater broadband service from Poka Lambro Telephone Company and/or its designee are eligible to receive 100 Minutes of nationwide toll usage at a reduced rate of \$5.35 per month during the twelve month term commitment period.

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