

TITLE PAGE

MISSOURI

LOCAL EXCHANGE SERVICE TELECOMMUNICATIONS TARIFF

OF

INTER-TEL NETSOLUTIONS, INC.

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of Local Exchange Telecommunications Services provided by Inter-Tel NetSolutions, Inc., with corporate offices at 4310 East Cotton Center Boulevard, Suite 100, Phoenix, Arizona 85040-8852, and Business Offices at 885 Trademark Drive, Reno, Nevada 89511, to Customers within the state of Missouri. Authority to provide Service was granted on June 17, 2004 in Case No. CA-2004-0485. This Tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal Business Hours, at the Company's principal place of business.

Date Issued: September 16, 2005

Issued by:

Effective Date: October 17, 2005

Jon Brinton, President

Inter-Tel NetSolutions, Inc.

4310 East Cotton Center Boulevard, Suite 100

Phoenix, Arizona 85040-8852

CHECK SHEET

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

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APPLICATION OF TARIFF

Inter-Tel NetSolutions, Inc. is a Texas corporation with its corporate headquarters in Phoenix, Arizona. The Company provides Telecommunications Services in Missouri. This Tariff contains the description of the Services offered, the terms and conditions under which each of its Services is provided, and all effective rates and charges applicable to the furnishing of Local Exchange Service by the Company in the state of Missouri. The rates and Services provided in this Tariff are filed at the Commission pursuant to state statutes and the rules adopted by the Commission. Only those Services, terms and conditions, and rates and charges contained in this Tariff may be provided to Customers within the state of Missouri.

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal point and a number are added. For example, a new page added between sheets 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1
 - 2.1.1
 - 2.1.1.(A)
 - 2.1.1.(A).1.
 - 2.1.1.(A).1.(a)
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 - 2.1.1.(A).1.(a).I.(i).(1)
- D. Check Sheets - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the Pages contained in the Tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions in a filing are designated by an asterisk (*). The Tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

CONCURRING, CONNECTING, OR
OTHER PARTICIPATING CARRIERS

1. Concurring Carriers - None.
2. Terminating Carriers - None
3. Other Participating Carriers - None.
4. Billing Agents - None

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SECTION 1 - SYMBOLS, TECHNICAL TERMS AND ABBREVIATIONS

1.1 Symbols

The following symbols will be used in the right-hand margins of revised Tariff pages to indicate changes made on the pages:

C – Indicates a change in a regulation but no change in a rate or charge

D – Indicates a discontinued rate or regulation.

E – Indicates a correction of an error made during a previous revision

I – Indicates a change resulting in an increase to a Customer's bill

M – Indicates moved text with no change in text, rate, rule, or condition

N – Indicates a new rate or regulation

R – Indicates a rate reduction

T – Indicates a change in text but no change in rate or regulation

In addition to symbols for revisions, each provision or rate element changed will contain a vertical line that will identify the lines being changed.

SECTION 1 - SYMBOLS, TECHNICAL TERMS AND ABBREVIATIONS (continued)**1.2 Definitions**

Access Service means the Company's intrastate telephone Services offered to residential and business Customers pursuant to this Tariff. It is also a connection provided to an Interexchange Carrier between a Customer Premises and a Point of Presence of the Interexchange Carrier for the transmission of voice, data or video/image information.

Access Service Request (ASR) means the written request for Access Services executed by the Customer and the Company in the format devised by the Company. The signing of an ASR by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the Service is calculated from the Service Commencement Date. Should a Customer use the Company's Access Service without an executed ASR, the Company will then request the Customer to submit an ASR.

Account means either a Customer's physical location or individual Service represented by a unique account number within the Company's billing system. Multiple Services, each with a unique Account Number, may be part of one physical location.

Activation Fee is charged to establish an Account and begin Service.

Account Number is a unique number used to identify each dedicated phone Service.

Advance Payment means part or all of a payment required before the start of Service.

Application for Service means a standard form that includes all pertinent billing, technical, and other descriptive information that will enable Company to provide and bill for Services. The Company's order process that includes technical, billing and other descriptive information provided by Customer that allows the Company to provide requested communications Services for Customer and Customer's Authorized Users. Upon acceptance by the Company, the Application for Service becomes a binding contract between Customer and the Company for the provision and acceptance of Services.

Authorized User means a person who is either authorized by the Customer to use telephone Service at the Customer's Premise or other location, or is placed in a position by the Customer, either through acts or omission, to use the Customer's Service.

SECTION 1 - SYMBOLS, TECHNICAL TERMS AND ABBREVIATIONS (continued)**1.2 Definitions (continued)**

Basic Local Service means access to the Public Switched Telephone Network via a single, voice-grade communications channel.

Business Hours means the time after 5:00 A.M. and before 6:00 P.M. Pacific Time, Monday through Friday, excluding holidays.

Business Office means the primary location where the business operations of the Company are performed and where copies of the Company's Tariffs are made available for public inspection. The Business Office address is 885 Trademark Drive, Reno, Nevada 89511.

Calling Card Service means a telephone calling card issued by the Company, at the Customer's request, that enables the Customer or Authorized Users to place calls over the network and to have the charges for such calls billed to the Customer's Account.

Central Office means a Local Exchange Carrier's office where a Customer's lines are terminated for the purpose of offering Local Exchange Service and to connect with Interexchange Carriers.

Commission means the Missouri Public Service Commission.

Competitive Local Exchange Carrier (CLEC) or Alternative Local Exchange Carrier (ALEC) means any entity or person providing Local Exchange Services in competition with an ILEC or LEC.

Common Carrier means any person engaged for hire in intrastate communications by wire or radio between two or more Exchanges.

Company means Inter-Tel NetSolutions, Inc.

Complex Wiring, also called intrasystem wiring, includes all cable and wire and their associated components (e.g. connecting blocks, terminal boxes, conduit between buildings on the same Customer's Premises, etc.) located on the Customer's side of the Demarcation Point, which connect Station components to each other and to the common Equipment of a Private Branch Exchange (PBX) or key system.

SECTION 1 - SYMBOLS, TECHNICAL TERMS AND ABBREVIATIONS (continued)

1.2 **Definitions (continued)**

Construction Charge means a separate initial charge for the construction of circuits, Facilities, etc. in excess of that contemplated under the rates quoted in a Tariff.

Customer or Subscriber means a person or other entity that orders Service and is responsible for payment of charges due and compliance with the Company's Tariff.

Customer-Provided Equipment means Terminal Equipment provided by the Customer to utilize the Company's Service.

Customer Trouble Report means any oral or written report given to the Company's repair service or contact person by a Customer relating to a defect or difficulty or dissatisfaction with the provision of the Telecommunications Service provided by the Company.

Delinquent means a payment for a billing for Services to be provided, which is not in dispute and for which payment is not received on or before the due date printed on the Customer's bill.

Demarcation Point means the point at the Customer's premise where the Customer's Inside Wire connects to the intrabuilding network cable (INC) or network interface device (NID). Where there is no INC or NID, the Demarcation Point is the point of entry at Company's entrance Facility. This Demarcation Point separates the responsibility of the End User from that of a vendor or Company's vendor of choice for Premises wire repair and Customer Provided Equipment trouble isolation.

Directory Listing means the publication in a telephone directory of information relative to the Customer's Telephone Numbers, by which telephone users are enable to ascertain the Telephone Number of a desired Customer or telephone Station.

Disconnection or Discontinuance means the disconnection of a Service or a circuit, dedicated access line, or port connection being used for existing Service.

End Office means the point of interconnection associated with an NPA-NXX code.

SECTION 1 - SYMBOLS, TECHNICAL TERMS AND ABBREVIATIONS (continued)

1.2 **Definitions (continued)**

End User means the ultimate User of the Telecommunications Services; a person that subscribes to any Company Local Exchange Service offered under the Company's Tariff and that has been assigned one or more Telephone Numbers within a Central Office code (NPA-NXX) assigned to the Company.

Equipment means the physical components utilized to provide Service.

Exchange means a geographic area established and approved by the Commission for the administration of Local Exchange Service in a specified area that usually embraces a city, town, or village and its environs. It may consist of one or more Central Offices together with associated plant used in furnishing communication Service in that area.

Extended Area Service means a Local Exchange Service that is provided between two or more continuous Exchange areas.

Exchange Telephone Company means any person engaged in providing switched communication within an Exchange.

Facility or Facilities means any item or items of communications plant or Equipment used to provide or connect to the Company's Services.

FCC means the Federal Communications Commission.

Individual Case Basis or ICB means a Service arrangement in which the regulations, rates, and charges are developed based on the specific circumstances of the case.

Inside Wiring means the wire on the Customer side of the Demarcation Point that is not complex wiring.

Interexchange Carrier or IXC means a Common Carrier that provides long distance domestic and international Interexchange Services to the public.

SECTION 1 - SYMBOLS, TECHNICAL TERMS AND ABBREVIATIONS (continued)

1.2 **Definitions (continued)**

Interexchange Service means the provision of long distance service between LATAs.

Interface means that point on the Premises of the Customer at which provision is made for connection of Facilities provided by others to Facilities provided by the Company.

Intrastate Access Service provides for a two-point communications path between a Customer's Premises or a collocated interconnection location and an End User's Premises for originating and terminating calls within the state.

Joint User means a person designated by the Customer as a User of Services furnished to the Customer and to whom a portion of the charges for the Service are billed under a Joint User arrangement as specified in this Tariff, but who would not otherwise be entitled to such joint use.

LATA means a Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Line Maintenance means a Service that provides the Customer complete diagnosis of Inside Wiring problems and any necessary repairs to Inside Wiring and jacks by trained technicians.

Local Access Facility means the channel provided by the LEC (or other Local Service Provider) to connect the Point-of-Presence to a Customer location.

Local Calling Area means the Company's Local Calling Areas for basic service rates. The Company's Local Calling Areas mirror the Local Calling Areas described in the incumbent Local Exchange Carrier (ILEC) Tariff for that region.

Local Distribution Channel means the physical wires that run from the Customer's telephone set, PBX, or key telephone system, to a Central Office.

Local Exchange Carrier (LEC) means a telephone company that furnishes Local Exchange Services to Customers.

SECTION 1 - SYMBOLS, TECHNICAL TERMS AND ABBREVIATIONS (continued)**1.2 Definitions (continued)**

Local Exchange Service means access to the Public Switched Telephone Network and the ability to make calls in a Customer's geographic area without incurring toll charges.

Monthly Recurring Charges (MRC) means the monthly charges to the Customer for Services, Facilities, and Equipment, which continue to apply for the duration of the Service.

Multi-Line Hunting means a flat-rate exchange service arrangement whereby calls to a single Telephone Number can be automatically transferred to any of two or more associated lines.

Nonbusiness Hours means the time period after 6:00 P.M. and before 5:00 A.M., Pacific Time, Monday through Friday, all day Saturday, Sunday, and the dates the following holidays are observed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

Nonrecurring Charge (NRC) means the initial charge, usually assessed on a one-time basis, to initiate and establish Service. This charge usually covers the cost or portion of the cost of the work of connecting and furnishing Service.

Non-Listed Number or **Unlisted Number** means a Service that allows a Customer's name, Telephone Number and/or address to be provided by Local Directory Assistance but not printed in the local telephone directory.

Non-Published Number or **Unpublished Number** means a Service that prevents a Customer's Telephone Number from being published in the local telephone directory or provided by Local Directory Assistance. Non-Published Numbers are not divulged except in situations where the Company is served with valid legal process or is in receipt of a lawful demand of a law enforcement agency.

Omit Address is a Service that removes a Customer's address from the telephone directory and Local Directory Assistance records.

Other Common Carrier denotes a specialized or other type of Common Carrier authorized by the Federal Communications Commission to provide domestic or international communications Service.

SECTION 1 - SYMBOLS, TECHNICAL TERMS AND ABBREVIATIONS (continued)

1.2 Definitions (continued)

Premises means a building or buildings on contiguous property (except public rights-of-way, etc.) occupied by a Customer or Authorized User in a building or buildings.

Primary Interexchange Carrier (PIC) means the Interexchange Carrier to which a switched access line is presubscribed.

Rate Periods - The times included in the terms Peak Rate Period and Off-Peak Rate Period shall be as follows:

Peak Rate Period: Monday-Friday, 8:00 a.m. - 5:00 p.m.

Off-Peak Rate Period: All time periods not included in Peak Period.

Reconnection Fee is a fee that will be charged to Customers of the Company who fail to pay their bill by the due date, but wish to continue Service with the Company after suspension.

Service means Service in its broadest and most inclusive sense, and includes any and all acts done, rendered, or performed and any and all things furnished or supplied by the Company in the provision of Telecommunications Service to its Customers.

Service Commencement Date means the first day that the requested Service or Facility is available for use, unless extended by the Customer's refusal to accept Service that does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the Customer used the Service or Facility.

SECTION 1 - SYMBOLS, TECHNICAL TERMS AND ABBREVIATIONS (continued)**1.2 Definitions (continued)**

Service Order means the written request for Service executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the Service is calculated from the Service Commencement Date. Should a Customer use the Company's Access Service without an executed Service Order, the Company may then request the Customer to submit a Service Order.

Serving Wire Center means the Wire Center from which the Customer-designated premises would normally obtain dial tone from the Company.

Shared means a Facility or Equipment system or subsystem that can be used simultaneously by several Customers; or a Customer or any other person authorized by the Customer to use Service provided under this Tariff.

Station means the network control signaling unit, data set, or other Equipment at the Customer's Premises, which enables the Customer to establish the communications connection to effect communications through such connections; also denotes a termination of an individual exchange line or PBX trunk provided under the provisions of this Tariff, in switching Equipment located in an Exchange foreign to the Exchange in which the Customer is located.

Switch means an electronic device that is used to provide circuit sharing, routing, and control of Telecommunications Services.

Tariff means a document filed with the Missouri Public Service Commission or the FCC that describes Services, Facilities, Equipment, and pricing offered by the Company to all potential Customers.

Telecommunications Service means any Service provided by the Company, including voice, data, and all other types of communications services, that provides for the transmission, reception, and switching of electronic or optical signals by wire, fiber, or electromagnetic means.

Telephone Number means the designation assigned to the Customer's Station.

SECTION 1 - SYMBOLS, TECHNICAL TERMS AND ABBREVIATIONS (continued)

1.2 **Definitions (continued)**

Terminal Equipment means telephones and other Equipment installed at the end of a telephone line.

Timely Payment means a payment on a Customer's Account made on or before the due date.

Underlying Carrier means the provider of Telecommunications Services whose network is being utilized to transmit and receive the Customer's telecommunications traffic.

User means an Authorized User, Customer, or Joint User at whose Premises the Company furnishes Service.

Wire Center means a building in which one or more End Offices, used for the provision of Exchange Services, are located.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 The Company provides business and residential Local Exchange Telecommunications Services originating and terminating throughout the state of Missouri in accordance with the terms of this Tariff.

The Company is authorized to serve as its Customers' agent for purposes of ordering changes to and maintenance of the Telecommunications Services provided by any Interexchange or Local Exchange Company that may be necessary to implement and maintain the Company's Services provided to a Customer. The Company is authorized by its Customers to deal directly with any such carriers and with any other vendor in all matters pertaining to its provision of Service to a Customer. A Customer's appointment of the Company as its agent shall not apply to any software modifications that may be necessary with respect to traffic routing or least-cost routing features or functions, which modifications must be made by the Customer through appropriate interaction with the responsible vendor of such features or functions. The Company's appointment as a Customer's agent remains in effect unless modified or revoked in writing or other means approved by the Commission.

- 2.1.2 The Company is responsible under this Tariff only for the Services and Facilities provided herein, and it assumes no responsibility for any Service provided by any other entity.
- 2.1.3 The Company installs, operates, and maintains the Telecommunications Services provided herein in accordance with the terms and conditions set forth under this Tariff and the Regulations of the FCC and the Commission. The Company may act as the Customer's agent for ordering access connection Facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company's network.
- 2.1.4 Services provided under this Tariff shall not be used for unlawful purposes. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such Services are being used in violation of the law.

SECTION 1 - SYMBOLS, TECHNICAL TERMS AND ABBREVIATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.5 The Company's Services are available twenty-four (24) hours per day, seven (7) days per week and are subject to the availability of necessary Service, Equipment, and Facilities and the economic feasibility of providing such necessary Service, Equipment, and Facilities.

2.1.6 The Company will comply with all rules and regulations of the Commission.

2.1.7 Services are offered via the Company's Facilities (whether owned, leased, or under contract) in combination with resold services provided by other certified carriers.

2.1.8 Shortage of Equipment or Facilities

- A) The Company reserves the right to limit or to allocate the use of existing Facilities, or of additional Facilities offered by the Company, when necessary because of lack of Facilities, or due to some other cause beyond the Company's control.
- B) The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary Facilities and is limited to the capacity of the Company's Facilities as well as Facilities the Company may obtain from other carriers to furnish Service from time to time as required at the sole discretion of the Company.

SECTION 2 - RULES AND REGULATIONS (continued)

2.2 Terms and Conditions

- 2.2.1 Except as otherwise provided herein, the minimum period of Service is one month (30 days). The Company will issue a billing invoice monthly.
- 2.2.2 Any termination of Service shall not relieve Customer of its obligation to pay any charges incurred under the Service Agreement and this Tariff prior to termination. The Company's and the Customer's rights and obligations, which by their nature extend beyond the termination of the term of the Service Agreement, shall survive such termination.
- 2.2.3 This Tariff shall be interpreted and governed by the laws of the State of Texas.
- 2.2.4 The Customer has no property right to the Telephone Number or any other call number designation associated with Services furnished by the Company. The Company reserves the right to change such numbers, or the Central Office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

Date Issued: September 16, 2005

Issued by:

Effective Date: October 17, 2005

Jon Brinton, President
Inter-Tel NetSolutions, Inc.
4310 East Cotton Center Boulevard, Suite 100
Phoenix, Arizona 85040-8852

SECTION 2 - RULES AND REGULATIONS (continued)

2.3 Obligations of the Customer

2.3.1 When placing an order for Service, the Customer must provide:

- (A) The name(s) and address of the person(s) responsible for the payment of charges for Service; and
- (B) The name(s), Telephone Number(s), and address(es) of the Customer contact person(s); and
- (C) The payment of all applicable charges pursuant to this Tariff.

2.3.2 The Customer must reimburse the Company for damages to, or loss of, Facilities or other Equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;

2.3.3 The Customer must provide a safe place to work and comply with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Facilities and Equipment. The Customer may be required to install and maintain Facilities and Equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

SECTION 2 - RULES AND REGULATIONS (continued)

2.3 Obligations of the Customer (continued)

- 2.3.4 The Customer must comply with all laws and regulations applicable to, and obtain all consents, approvals, licenses and permits as may be required with respect to, the location of Facilities and Equipment in any Customer Premises or the rights-of-way for which Customer is responsible, and granting or obtaining permission for the Company at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of Service as stated herein, removing Facilities or Equipment;
- 2.3.5 The Customer may not create or allow to be placed or maintained any liens or other encumbrances on Facilities or Equipment; and
- 2.3.6 The Customer must make Facilities and Equipment located on the Customer's Premises available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes.

SECTION 2 - RULES AND REGULATIONS (continued)

2.4 Liability of the Customer

- 2.4.1 The Customer will be liable for damages to Facilities or Equipment and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.4.2 To the extent caused by any negligent or intentional act of the Customer, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party and (2) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any Service provided by the Company to such third party.
- 2.4.3 The Customer shall not assert any claim against any other Customer or User of the Company's Services 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, whether or not such other Customer or User contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or User and not by any act or omission of the Company. Nothing in this Tariff is intended to expand the Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

SECTION 2 - RULES AND REGULATIONS (continued)**2.5 Claims**

2.5.1 With respect to any Service or Facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all loss, claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:

- (A) Any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (B) Any claim, loss damage, expense or liability for infringement of any copyright, patent, trade mark or service mark, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer arising out of the material, data, information, or other content transmitted over the network, including use of Services or Facilities in a manner not contemplated by the agreement between the Customer and the Company.
- (C) Any act or omission of: (a) the Customer, (b) any other entity furnishing Service, Facilities, or Equipment for use in conjunction with Services or Facilities provided by the Company; or (c) Common Carriers or warehousemen, except as contracted by the Company;
- (D) Any delay or failure of Service, Facilities, or Equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotion; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of Facilities or Equipment provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- (E) Any unlawful or unauthorized use of the Company's Services or Facilities;

SECTION 2 - RULES AND REGULATIONS (continued)

2.5 Claims (continued)

- (F) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided Services or Facilities; or by means of the combination of Company-provided Services or Facilities;
- (G) Breach in the privacy or security of communications;
- (H) Changes in any of the Facilities, operations or procedures of the Company that render any Services, Facilities, or Equipment provided by the Customer obsolete, or require modification or alteration of such Services, Facilities, or Equipment, or otherwise affect their use or performance, except where the Customer provides the Company of its requirement for reasonable notice and such notice is not provided to the Customer, in which event the Company's liability is limited as set forth in of Sections 2.27 et seq. of this Tariff.
- (I) Defacement of or damage to Customer Premises resulting from the furnishing of Services or Equipment on such Premises or the installation or removal thereof;
- (J) Injury to property or injury or death to persons, including claims for payments made under workers' compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's Facilities or Equipment connected, or to be connected to the Company's Facilities;
- (K) Any noncompletion of calls due to network busy conditions;
- (L) Any calls not actually attempted to be completed by the Company during any period that Service is unavailable; or
- (M) Any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's Services or Facilities.

SECTION 2 - RULES AND REGULATIONS (continued)

2.6 Payment for Service

2.6.1 The Customer is responsible for payment of all charges for Service and Facilities furnished by the Company to the Customer or Authorized Users. If any entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a Service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

2.6.2 All charges due from the Customer are payable to any agency duly authorized by the Company to receive such payments. The billing agency may be the Company, an agent of the Company, a credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency, but must comply with the Commission's rules and regulations.

2.6.3 Adjustments to the Customer's bill(s) may be made by the Company to the extent that circumstances exist that reasonably indicate that such changes are appropriate.

2.7 Returned Check Charge

2.7.1 A returned check charge in the amount of the greater of one percent (1%) of the amount owed or \$20.00 shall be applied if a check offered by a Customer for payment of Service provided is dishonored by a bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

SECTION 2 - RULES AND REGULATIONS (continued)

2.8 Transfer or Assignment

2.8.1 After obtaining the Company's written consent, the Customer of record may assign or transfer the use of Service where there is no interruption or physical relocation. All terms and provisions contained in this Tariff will apply to any assignee or transferee. Services provided by the Company may not be transferred or assigned to a new Customer unless the following conditions have been met:

- (A) The Customer of record (Assignor Customer) requests such assignment or transfer in writing at least fifteen (15) days prior to the effective date of any requested assignment or transfer; and,
- (B) The new Customer (Assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the Assignor Customer for use of the Company's Services. These obligations include all outstanding indebtedness for the use of the Company's Service;
- (C) Prior written consent of the Company is secured. The Company agrees to respond to a request to assign or transfer to an Assignee Customer within fifteen (15) days of receipt of the request. Consent to such transfer or assignment will not be unreasonably withheld; and,
- (D) Such a transfer will be treated as a Discontinuation of existing Service and installation of new Service, and Non-Recurring Installation Charges as stated in this Tariff will apply.

2.8.2 Any permitted transfer or assignment of the Company's Service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

2.8.3 This Tariff, in its entirety, shall apply to all such permitted assignees or transferees.

SECTION 2 - RULES AND REGULATIONS (continued)

2.9 Use of Service

- 2.9.1 The Company's Service(s) may be used for any lawful purpose within the scope of the Company's certificated authority and consistent with the transmission and switching parameters of the Facilities or Equipment utilized by the Company in the provision of such Service(s).
- 2.9.2 The use of the Company's Service(s) to make calls that might reasonably be expected to frighten, abuse, torment, or harass another, or in such a way as to unreasonable interfere with use by others, is prohibited.
- 2.9.3 Business and residential Customers may not purchase Services for aggregation, sharing, or resale purposes. The Company's Services may not be resold for any purpose unless the Customer is a duly authorized regulated Common Carrier.
- 2.9.4 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.9.5 The use of the Company's Service(s) without payment for Service(s) or attempting to avoid payment for Service(s) by fraudulent means, devices, or schemes, such as false or invalid numbers, credit cards or phone cards or numbers of such cards, is prohibited.
- 2.9.6 The Company's Service(s) may be denied or Discontinued for nonpayment of charges or for other violations of this Tariff.
- 2.9.7 Any charges for Local Exchange Services are billed to, due from, and payable by the Customer unless billed directly to the Customer by another provider of Services.

SECTION 2 - RULES AND REGULATIONS (continued)

2.9 Use of Service (continued)

2.9.8 Prohibited Uses

- (A) The Company's Services shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- (B) The Company may block any signals being transmitted by Customers over its network that cause interference to the Company or other Users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- (C) Applicants for Service who intend to use the Company's offerings for resale and/or for shared use may be required file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.
- (D) A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company. The Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications Services. Such a transfer will be treated as a Disconnection of existing Service and installation of new Service, and Non-Recurring Installation Charges as stated in this Tariff will apply.

SECTION 2 - RULES AND REGULATIONS (continued)

2.10 Disclaimer of Warranties and Limitation of Liabilities of the Company

- 2.10.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors or defects in the installation, transmission, provision, termination, maintenance, repair, or restoration occurring in the course of furnishing Service(s) or Facilities, representations, or use of these Services shall, in no event, exceed an allowance equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur, as described in Sections 2.27 *et seq* of this Tariff.
- 2.10.2 When the Company uses the Facilities of other carriers to establish connections to points not reached by the Company's Facilities, the Company is not liable for any act or omission of the other carrier(s).
- 2.10.3 The Company shall not be liable for claim or loss, expense or damage (including, but not limited to, direct, indirect, reliance, consequential, incidental, or special damages or lost revenues or profits), for any interruption, delay, error, omission, or defect in any Service, Facility or transmission provided under this Tariff, if caused by any person or entity other than the Company, its employees, or agents, by any malfunction of any Service or Facility provided by an Underlying Carrier, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control, whether a claim for such liability is premised upon breach of contract, tort, misrepresentation, fraud, or any other theory, and regardless of the foreseeability of such damages.
- 2.10.4 The liability of the Company for damages arising out of the furnishing of its Services including, but not limited to, Service outages, installation, activation, termination, delay, transfers, interruptions, errors or other defects, representations by the Company, or use of the Services or damages arising out of the failure to furnish the Service whether caused by act or omission, shall be limited to the extension of allowances for interruption as described in Sections 2.27 *et seq.* of this Tariff and shall be the sole remedy of the Customer and the sole liability of the Company.

SECTION 2 - RULES AND REGULATIONS (continued)

2.10 Disclaimer of Warranties and Limitation of Liabilities of the Company (continued)

- 2.10.5 The Company will not be liable for any direct, indirect, incidental, special, reliance, consequential, exemplary or punitive damages or lost profits suffered by the Customer for any reason whatsoever in connection with or arising out of its provision of Services including, but not limited to, Service outages, installation, activation, termination, interruption, delay, or transfer, whether caused by any act or omission, including, but not limited to, mistake, negligence of the Company's employees or agents, failure to perform or provide any Service, or any failure in or breakdown of Facilities, whether a claim for such liability is premised upon a Deceptive Trade Practices Act, breach of contract, tort, misrepresentation, fraud, or any other theory, and regardless of the foreseeability of such damages.
- 2.10.6 The Company will comply with the Commission's rules pertaining to refunds for overbilling. If a Customer believes that the Company has charged an amount greater than the Company's Tariff, terms and conditions of Service, or Customer-specific contract, the Customer must submit a claim for overpayment to the Company.
- 2.10.7 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.
- 2.10.8 The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Customer-specific identifying codes issued for use with the Company's Services.

SECTION 2 - RULES AND REGULATIONS (continued)**2.10 Disclaimer of Warranties and Limitation of Liabilities of the Company (continued)**

- 2.10.9 The Company shall not be liable for any defacement of or damages to the Premises of a Customer resulting from the furnishing of Service(s) or the attachment of Equipment, instruments, apparatus, and associated wiring furnished by the Company on the Customer's Premises or by the installation or removal thereof, that is not the direct or indirect result of the Company's negligence. No agents or employees of other carriers shall be deemed to be agents or employees of the Company without written authorization by the Company. Customer will indemnify and save the Company harmless from any claims of the owner of Customer's Premises or other third party for such damages.
- 2.10.10 The Company shall not be liable for any delay or failure of performance of Service, Facilities, or Equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; third party nonperformance (including the failure of performance for reasons beyond the control of Common Carriers, Interexchange Carriers, Local Exchange Carriers, suppliers, and subcontractors) or other such cause beyond its reasonable control, including failures or fluctuations in electrical Equipment; preemption of existing Service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties. Both parties retain all rights of recourse against any third parties for any failures that may create a force majeure condition for the other party.
- 2.10.11 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company's or the Customer's Facilities or Equipment used for or with the Services the Company offers; or (b) for the acts or omissions of Other Common Carriers or Local Exchange Companies.

SECTION 2 - RULES AND REGULATIONS (continued)

2.10 Disclaimer of Warranties and Limitation of Liabilities of the Company (continued)

2.10.12 The Company shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, the Customer or due to the failure or malfunction of Customer-Provided Facilities or Equipment.

2.10.13 The Company shall use reasonable efforts to make Services available by the estimated Service Commencement Date. The Company shall not be liable for any damages whatsoever resulting from delays in meeting the estimated Service Commencement Date due to delays resulting from normal installation procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, delays in actual construction work being done by vendor(s), and any delays due to the inability of any Local Exchange Company or Underlying Carrier to meet such estimated Service Commencement Date that is beyond the Company's control and upon which the Company is relying to provide Service.

2.10.14 With respect to the Services, Facilities, Equipment and materials provided hereunder, the Company makes no promises, agreements, understandings, representations or warranties, expressed or implied, and hereby expressly disclaims all warranties, expressed or implied, not stated in this Tariff and in particular disclaims all warranties of merchantability and fitness for a particular purpose.

2.10.15 The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 9-1-1 furnished by the Company including, but not limited to, the identification of the Telephone Number, address or name associated with the telephone used by the party or parties accessing emergency 9-1-1 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

SECTION 2 - RULES AND REGULATIONS (continued)

2.10 Disclaimer of Warranties and Limitation of Liabilities of the Company (continued)

- 2.10.16 In conjunction with a Non-Published Number, the Company will not be liable for failure or refusal to complete any call to such telephone when the number does not place the call. The Company will try to prevent the disclosure of the number of such Telephone Number, but will not be liable should such number be divulged.
- 2.10.17 The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's Service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to the Local Exchange Service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.
- 2.10.18 In conjunction with a Non-Published Number, the Company will not be liable for failure or refusal to complete any call to such telephone when the number does not place the call. The Company will try to prevent the disclosure of the number of such Telephone Number, but will not be liable should such number be divulged.

SECTION 2 - RULES AND REGULATIONS (continued)

2.11 Limitations on the Use of Service

- 2.11.1 Service is offered subject to the availability of the necessary Facilities or Equipment and subject to the provisions of this Tariff. The obligation of the Company to provide Service is dependent upon its ability to procure and maintain Facilities that are required to meet Customer's order for Service. The Company will make all reasonable efforts to secure the necessary Facilities.
- 2.11.2 The Company reserves the right to limit or to allocate the use of existing Facilities, or Facilities in the process of being acquired by the Company, when necessary because of lack of Facilities, relevant resources, or due to causes beyond the Company's control. In addition, the Company reserves the right to discontinue Service when Customer is using the Service in violation of law or the provisions of this Tariff.
- 2.11.3 The Company does not undertake to transmit messages, but offers the use of Facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.11.4 The Company only offers Services for aggregation, sharing, or resale by Customers as provided for in this Tariff. Residential and Business Customers may not purchase Services for aggregation, sharing, or resale purposes.
- 2.11.5 The Company directly or indirectly controls all Facilities provided under this Tariff and the Customer may not transfer or assign the use of Service or Facilities without the express written consent of the Company.

SECTION 2 - RULES AND REGULATIONS (continued)

2.12 Rendering and Payment of Bills

- 2.12.1 Service is provided on a monthly (30 day) basis. Initial charges for Monthly Recurring Charges for a partial month will be prorated.
- 2.12.2 Billing of Customers is scheduled monthly. The bill statement date is dependent on the billing cycle assigned to the Customer.
- 2.12.3 Customers will receive bills by one of two methods:
- (A) Customers may be billed directly by the Company.
 - (B) Customers may be billed on the Company's behalf by a third party billing service.
- 2.12.4 A bill will be considered rendered to the Customer after having been deposited in the United States mail for two days with postage prepaid. If the delivery is by other than United States mail, the bill will be considered rendered when delivered to the last known address of the Customer in the Company's billing records.
- 2.12.5 Each Customer's monthly bill will provide detailed information on charges for Services obtained from the Company, including the specific date and time of each call, its duration, place of termination, and charge. Monthly Recurring Charges are billed monthly in advance. Usage charges are billed in arrears.
- 2.12.6 Bills are payable upon receipt and in accordance with the terms of this Tariff. All charges for Services are payable only in United States currency, and may be made by check, money order, or cashiers check.
- 2.12.7 The Customer is responsible for all charges for Services and Facilities furnished by the Company to Customer and to all End Users authorized by Customer, including all calls placed from the Customer's location or by use of the Customer's authorization code(s).

SECTION 2 - RULES AND REGULATIONS (continued)

2.12 Rendering and Payment of Bills (continued)

2.12.8 Payments must be sent to the Company's address listed on the bill.

2.12.9 If the Company does not receive payment by the date due, the Customer's Account will be considered Delinquent. The Company may impose a maintenance or delinquency fee on Delinquent Accounts per the schedule of rates in Section 2.12.14 of this Tariff.

2.12.10 Each bill shall also provide the following information:

- (A) Name and address of Customer;
- (B) Customer's Account number and phone number;
- (C) Itemized charges and taxes;
- (D) Balance forward and balance due;
- (E) Due date;
- (F) A Customer service number to call to discuss questions about the bill; and
- (G) Any information needed to comply with the Commission's rules.

2.12.11 For Delinquent Customers whose Service is Discontinued, the Monthly Recurring Charges for the fraction of the month in which Service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

2.12.12 If the Customer's payment is not received by the due date specified on the bill, the Company, at its discretion, may debit any credit card number provided by the Customer for the full amount of the invoice plus any late charges that may apply.

SECTION 2 - RULES AND REGULATIONS (continued)

2.12 Rendering and Payment of Bills (continued)

- 2.12.13 The Customer shall be responsible for payment of all costs of collection of past due amounts, including reasonable attorney's fees incurred by the Company.
- 2.12.14 A late fee of 1.5 percent per month of the past-due balance will be charged for past due Accounts unless otherwise prescribed by law, in which event the late fee will be charged at the highest rate allowed by law.
- 2.12.15 In the event of any change in the rates or Tariffs of the carriers whose Services the Company resells to its Customers, the Company shall revise this Tariff and provide its Customers 30 days' written notice of any effect of such change in the billing rate of or Service provided to the Customer. Unless a Customer notifies the Company in writing of its request for alteration or termination of Services, any new billing rate or Service change shall be deemed accepted and effective the date specified in the Company's notice.

SECTION 2 - RULES AND REGULATIONS (continued)

2.13 Billing Dispute Resolution

2.13.1 Questions regarding the Company's Services or charges assessed on a Customer's bill may be directed to the Company's Customer Service Department toll-free at (800) 821-1661

2.13.2 The Company shall investigate the particular case and report the results to the Customer.

2.13.3 During the period that the disputed amount is under investigation, the Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount.

2.13.4 The Customer must pay the undisputed part of the bill, and if the undisputed charges are not paid, the Company may discontinue Service.

2.13.5 In the event the disputed charges are not resolved, the Company shall inform the Customer that the Customer may utilize the complaint procedures of the Commission. The Company shall provide the Customer with the following information:

Consumer Services Department
Missouri Public Service Commission
Post Office Box 360
Jefferson City, Missouri 65102
(800) 392-4211

SECTION 2 - RULES AND REGULATIONS (continued)

2.14 Taxes, Fees and Assessments

- 2.14.1 Sales, use, gross receipts, excise or other local, state and federal taxes, charges or assessments, may be imposed on or based upon the provision, sale or use of the Company's Services in accordance with state and federal law.
- 2.14.2 The Customer is responsible for the payment of any sales, use gross receipts, excise, access or other local, state and federal taxes, assessments, charges or surcharges (including 9-1-1 surcharges) excluding taxes on the Company's net income assessed in conjunction with Service used.
- 2.14.3 To the extent allowed by law, all state and local sales taxes, other taxes, municipal fees, and assessments will be listed as separate items on the Customer's bill and are not included in the Tariff rate(s).
- 2.14.4 Taxes shall be billed to Customers receiving Service(s) within the territorial limits of the state, county, city or other taxing authority assessing the taxes. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. The billing shall allocate the tax, charge and/or assessment among Customers uniformly on the basis of each Customer's monthly charges for the types of Service made subject to such tax, charge and/or assessment.
- 2.14.5 It shall be the Customer's responsibility to pay any taxes, fees, or assessments that become applicable retroactively.

SECTION 2 - RULES AND REGULATIONS (continued)

2.15 Customer Application for Service

2.15.1 Customers wishing to obtain Service from the Company must execute a Customer Service agreement that includes the Customer's authorization for the Company to instruct other carriers to provide certain Services on the Customer's behalf.

2.15.2 Service will be provided for the term of Service elected by the Customer in the Service agreement it enters into with the Company. Unless the Company receives a written Service termination notice by the Customer on or before 30 days from the end of the agreed Service period, the Services provided hereunder shall continue for the length of term of the most current agreement with the Company.

2.16 Establishment or Reestablishment of Credit

Applicants may be required at any time to make an Advance Payment up to an amount equaling three months' actual or estimated charges for the Services to be provided. The Company reserves the right to examine a credit record of all applicants and Customers and refuse Service to Customers that are unable to demonstrate good credit or payment histories. Deposits shall be administered pursuant to Commission rules and this Tariff.

2.17 Equipment

Service(s) and Facilities may be used with or terminated at Customer-Provided Terminal Equipment or Customer-Provided Equipment, such as a telephone set. Unless otherwise agreed between the Parties, such Terminal Equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at its Premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Equipment that shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as approved by the Federal Communications Commission.

2.18 Installation

Service is installed upon mutual agreement between the Customer and the Company. The Service agreement does not alter rates specified in this Tariff.

SECTION 2 - RULES AND REGULATIONS (continued)

2.19 Customer Service

Company Customer Service representatives are available at (800) 821-1661 to assist with Customer Service and billing inquiries Monday through Friday between 5:00 a.m. - 6:00 p.m., Pacific Time. Customer inquiries may also be addressed in writing to the Company at the address provided in Section 2.20.2 of this Tariff. Twenty-four hour emergency service is also available seven days a week by dialing (800) 927-6098.

2.20 Notices

2.20.1 Any notice or demand required of the Company will be effective when it is mailed, properly addressed, with postage prepaid to the Customer at the address listed in the Company's billing records.

2.20.2 Unless otherwise provided by these rules, any notice, including changes of address, from any Customer or his authorized representative must be given by written notice, by mail, to the Company's Business Office:

Inter-Tel NetSolutions, Inc.
885 Trademark Drive
Reno, Nevada 89511

SECTION 2 - RULES AND REGULATIONS (continued)

2.21 Cancellation of an Application for Service by the Customer

2.21.1 The Customer may cancel an Application for Service prior to the start of Service. No charges will be imposed except for those specified below.

- (A) The cancellation charge shall be all Non-Recurring Charges reasonably expended by the Company to establish Service to the Customer.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the Service or in preparing to install the Service that it otherwise would not have incurred, the Customer's responsibility shall be limited to a charge equal to the costs the Company incurred, less net salvage. In no case shall this charge exceed the sum of the charge for the minimum period of Service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had Service begun.

2.22 Termination or Discontinuance of Service by the Customer

The Customer is responsible for payment of all charges for Service furnished to the Customer prior to the actual termination of the Customer's Service. In addition, in the event a Customer terminates its Service agreement with the Company prior to the end of the Service period specified therein, the Customer shall pay, in addition to all other charges due for Service provided, a sum equal to the number of months remaining on the Service agreement times the greater of the monthly minimum commitment or average monthly Service billing times plus a sum equal to the value of any promotional credit awarded the Customer during the term of the agreement.

SECTION 2 - RULES AND REGULATIONS (continued)

2.23 Cancellation of an Application for Service by the Company

2.23.1 The Company may discontinue Service or cancel an Application for Service without incurring any liability under the following circumstances:

- (A) Non-payment of any sum owing to the Company;
- (B) For insufficient or fraudulent billing information, invalid or unauthorized Telephone Numbers, credit card numbers or pre-arranged Account code numbers;
- (C) The violation by the Customer of any law, rule or regulation of any governmental authority having jurisdiction over the Service;
- (D) The prohibition against the Company from furnishing Services by order of a court or other governmental authority having jurisdiction; or
- (E) The providing of false or misleading credit information by the Customer.

2.23.2 The Company will provide the Customer written notice of such Discontinuance 10 days prior to Discontinuance.

SECTION 2 - RULES AND REGULATIONS (continued)

2.24 Termination or Discontinuance of Service by the Company

2.24.1 The Company may terminate Service for any of the following reasons:

- (A) Connection of Service without authority;
- (B) Reconnection of Service without authority;
- (C) Where there are instances of tampering with the Company's Equipment, evidence of theft of Service, or other acts to defraud the Company;
- (D) Unauthorized use of telephone utility Equipment in a manner that creates an unsafe condition or creates the possibility of damage or destruction to such Equipment;
- (E) Nonpayment of any undisputed Delinquent charge or bill within the period prescribed in the Company's Tariff;
- (F) Excessive or improper use of Telecommunications Services, or used in such manner as to interfere with reasonable Service to other Customers.
- (G) Failure to substantially comply with terms of a settlement agreement;
- (H) Refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility Equipment;
- (I) Upon material misrepresentation of identity in obtaining telephone utility Service; or
- (J) Violation of or noncompliance with any provision of law, Commission rules and regulations or the Company's approved Tariffs.

SECTION 2 - RULES AND REGULATIONS (continued)

2.24 Termination or Discontinuance of Service by the Company (continued)

2.24.2 If requested by the Customer, the Company shall provide additional documentation to the Customer stating the reason(s) for termination of Service.

2.24.3 The suspension or Discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for Service(s) furnished during the time of or up to suspension or Discontinuance.

2.24.4 Upon the Company's Discontinuance of Service to the Customer under this Section, all applicable charges shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff.

2.24.5 Residential Service may be discontinued during normal Business Hours on or after the date specified in the Discontinuation Notice. Service shall not be discontinued on a weekend, holiday, or the day before a weekend or a holiday unless the Company's offices are available to facilitate reconnection of Service.

2.24.6 The Company will comply with the rules of the Commission pertaining to the Discontinuation of Service

SECTION 2 - RULES AND REGULATIONS (continued)

2.24 Termination or Discontinuance of Service by the Company (continued)

2.24.7 The Company will not suspend or discontinue Service if the Customer, before the date of suspension or Discontinuation, establishes that suspension or Discontinuation will prevent the Customer from summoning emergency medical help for someone who is seriously ill residing at a residence served by the Company.

(A) Each time a Customer seeks to avoid Discontinuation of Service under this subsection, the Customer before the date of Discontinuation, shall:

1. Have the person's attending physician (for purposes of this subsection, the term Physician shall mean any public health official, including, but not limited to, medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any other similar public health official) contact the Company by the stated date of Discontinuation;
2. Have the person's attending Physician submit a written statement to the Company; and
3. The Customer must enter into a deferred payment plan with the Company.

(B) The prohibition against suspension or Discontinuation provided by this subsection shall last 63 days from the issuance of the Company's bill or a shorter period agreed upon by the Company and the Customer or physician.

SECTION 2 - RULES AND REGULATIONS (continued)

2.25 Restoration of Service

2.25.1 If Service has been Discontinued for nonpayment or as otherwise provided herein and the Customer wishes Service reinstated, Service shall be restored when all past due amounts are paid or the event giving rise to the Discontinuance (if other than nonpayment) is corrected.

2.26 Continuity of Service

In the event of the Company's advance knowledge of an interruption of Service for a period exceeding 24 hours, the Company will use its best efforts to notify the Customer in advance by telephone or in writing.

SECTION 2 - RULES AND REGULATIONS (continued)**2.27 Allowances for Interruptions in Services****2.27.1 General**

- (A) A credit allowance will be given when Service is interrupted, except as specified in Section 2.27.2 of this Tariff. A Service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive Telecommunications Services, because of a failure of a component furnished by the Company under this Tariff. Voice Local Exchange Service Interruptions are identified further in Section 2.29 of this Tariff.
- (B) An interruption period begins when the Customer reports a Service, Facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the Service, Facility or circuit is operative.
- (C) If the Customer reports a Service, Facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its Premises for test and repair by the Company, the Service, Facility or circuit will be considered to be impaired but not interrupted. No credit allowances will be made for a Service, Facility or circuit considered by the Company to be impaired.
- (D) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the Service difficulty or Customer Trouble Report results from the use of Facilities or Equipment provided by any party other than the Company, including but not limited to the Customer.
- (E) In order to be eligible for a credit allowance for interruptions in individual calls and for reaching wrong numbers, the Customer must notify the Company and furnish the called number, the trouble experienced, the type of service, and the time the call was placed.

SECTION 2 - RULES AND REGULATIONS (continued)

2.27 Allowances for Interruptions in Service (continued)

2.27.2 Limitations of Allowances

No credit allowance will be made for any interruption in Service:

- (A) Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer, Authorized User, or Joint User;
- (B) Due to the failure of power, Equipment, systems, connections or Services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company, including interruptions caused by the Customer, Authorized User, or third parties, or Force Majeure events.
- (D) During any period in which the Company is not given full and free access to Facilities and Equipment for the purposes of investigating and correcting interruptions;
- (E) A Service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such Service. If the Service is interrupted, the Customer can get a Service credit, use another means of communications provided by the Company, or utilize another Service provider;
- (F) During any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (H) That was not reported to the Company within thirty (30) days of the date that Service was affected.
- (I) Non-completion of calls due to busy network conditions.

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Inter-Tel NetSolutions, Inc.

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SECTION 2 - RULES AND REGULATIONS (continued)

2.27 Allowances for Interruptions in Service (continued)

- (J) Interruptions caused by the failure of a Private Line Service connected to a Private Line Local Channel Service, or vice versa. In such cases, only the failed portion of the overall Service will be eligible for a credit.
- (K) Interruptions due to the failure of the Company's enhanced services.
- (L) When the Customer elects other available credits, compensation, or remedies under this Tariff or the applicable contract for the same interruption or failure.

2.27.3 Use of Another Method of Communications

If the Customer elects to use another means of Telecommunication Services during the period of interruption, the Customer must pay the charges for the alternative Service used.

2.27.4 Application of Credits for Interruptions in Service

- (A) Credits for interruptions in Service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of Service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. The Customer will receive a credit only for those Services or Facilities on the interrupted portion of the circuit.
- (B) For calculating credit allowances, every month is considered to have thirty (30) days.
- (C) A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

SECTION 2 - RULES AND REGULATIONS (continued)**2.27 Allowances for Interruptions in Service (continued)****(D) Interruptions of 24 Hours or Less**

| Length of Interruption | Amount of Service To Be Credited |
|--|----------------------------------|
| Less than 30 minutes | None |
| 30 minutes up to, but not including, 3 hours | 1/10 Day |
| 3 hours up to, but not including, 6 hours | 1/5 Day |
| 6 hours up to, but not including, 9 hours | 2/5 Day |
| 9 hours up to, but not including, 12 hours | 3/5 Day |
| 12 hours up to, but not including, 15 hours | 4/5 Day |
| 15 hours up to, but not including, 24 hours | One Day |

(E) Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

(F) Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one-month period.

SECTION 2 - RULES AND REGULATIONS (continued)

2.28 Customer Liability for Fraud and Unauthorized Use of the Network

- 2.28.1 The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of Services or a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- 2.28.2 A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or User(s) authorized by the Customer to place calls over the network and to have the charges for such calls billed to the Customer's Account.
- 2.28.3 An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- 2.28.4 The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss or theft.
- 2.28.5 The Customer is responsible for payment of all charges for Calling Card Services furnished to the Customer or to Users authorized by the Customer to use Service provided under this Tariff, unless the charges are due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer-Provided Equipment by third parties, the Customer's employees, or the public.
- 2.28.6 The Customer's liability for unauthorized use of the network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or Services obtained by the Unauthorized User before notification to the Company.

SECTION 2 - RULES AND REGULATIONS (continued)

2.29 Voice Local Exchange Service Interruptions

When the following interruptions or failures occur, Section 2.27 of this Tariff will apply and a credit allowance will be limited for the usage charge for the applicable call(s):

Interruptions in individual voice calls because of
 Poor transmission (e.g., noisy circuit condition),
 One-way transmission (one party is unable to hear the other), or
 Involuntary Disconnection (cut-off) of the call caused by the Company.

For outbound (originating) voice calls only, reaching the wrong number.

SECTION 3 - DESCRIPTION OF SERVICES

Local Telecommunications Services consist of the services offered pursuant to this Tariff, either individually or in combination. Each service is offered independently of the other and offered via the Company's Facilities, conventional network elements purchased from other Local Exchange Carriers, or via resale of Facilities of other Local Exchange Carriers for the transmission of one-way or two-way communications, unless otherwise noted.

Services Offered

The following network services are available to all Customers.

- Standard Local Service
- PBX Trunk Service
- ISDN Services
- DSL Services
- Integrated T-1
- Direct Inward Dialing (DID) Service
- Optional Calling Features
- Optional Extended Area Service
- Extended Metro Service
- Emergency Services Calling Plan
- Directory Assistance and Listing Services
- Calling Card Services
- Blocking
- Miscellaneous Services
- Operator Services
- Service Order, Change Charges, Conversion Charges

Restrictions

Local service is offered for originating and terminating local calls. Service may not be used for the originating or the terminating of non-local calls without paying applicable access charges and /or toll charges.

SECTION 3 - DESCRIPTION OF SERVICES (continued)**3.1 Standard Local Service****3.1.1 General Policies**

- (A) All Services offered in this Tariff are subject to Service Order and change charges where the Customer requests new Services or changes in existing Services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for Local Calling Services may be assessed on a measured rate basis and are additional to Monthly Recurring Charges shown for Business or Residence lines.
- (B) The standard local service provides a Customer with a single analog voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard Local Service lines are provided for the connection of Customer-provided wiring and FCC Part 68 approved devices.
- (C) An optional per line hunting feature is available for multiline Customers which routes a call to an idle Station line in a prearranged group when the called Station line is busy. Where Facilities permit, more than one type of optional hunting arrangement may be provided.
- (D) Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Local calling service is available on a flat rated basis.
- (E) Standard Local Service provides a Customer with the ability to connect to the Company switching network which enables the Customer to:
 - 1. place or receive calls to any calling Station in the Local Calling Area;
 - 2. access 911 and/or Enhanced 911 Emergency Service;
 - 3. access the Interexchange Carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
 - 4. access Operator Services;
 - 5. access Directory Assistance for the Local Calling Area;
 - 6. place or receive calls to 800 Telephone Numbers;
 - 7. access Telephone Relay Service;
 - 8. a Directory Listing of the main Telephone Number.

SECTION 3 - DESCRIPTION OF SERVICES (continued)**3.1 Standard Local Service (continued)**

- 3.1.2 A Standard Residence Line provides the Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Standard Residence Lines are provided for the connection of Customer-provided wiring and single Station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle Station line in a prearranged group when the called Station line is busy.
- 3.1.3 The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single Station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle Station line in a prearranged group when the called Station line is busy.

3.2 PBX Trunk Service

- 3.2.1 Basic PBX Trunk Service provides a Customer with a single voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic trunks are provided for connection of the Customer-provided private branch exchanges to the public switched telecommunications network. Each basic PBX trunk is provided with touch tone signaling and may be configured into a hunt group at no additional charge with other Company-provided basic PBX trunks. The signal is an analog signal at the voice grade level.
- 3.2.2 PBX Trunk Service provides a Customer with a single voice-grade telephonic communications channel which can be used to place or receive one call a time. Trunks are provided for connection of Customer provided PBXs or other Station Equipment to the public switched telecommunications network.
- 3.2.3 PBX Trunks are available to Customers as inward, outward or two-way combination trunks where services and Facilities permit.

SECTION 3 - DESCRIPTION OF SERVICES (continued)

3.3 ISDN Services

3.3.1 General

(A) **Integrated Services Digital Network (ISDN)** is a digital architecture that provides an integrated voice and data capability to the Customer Premises, using the public switched network. ISDN distributes voice, data, video, image and facsimile by using a Primary Rate Interface (PRI). These serving arrangements conform to international standards adopted by the International Telecommunications Union.

(B) Definitions Unique to ISDN

B Channel is a Facility that carries circuit-switched voice or data communications at speeds up to 64 kbps, from the Customer premise, over the loop Facility, to the Central Office.

B Channel Circuit Switched Data provides the capability of making data calls over the public switched network. Information is transmitted the same way as digitized voice. Like a voice call, a circuit-switched data call ties up network resources for the duration of the call. Calling Line ID is provided.

D Channel carries signaling and packet data information, at speeds up to 16 k/bits on BRI, and signaling-only information up to 64 k/bits for Primary Rate Interface, from the Customer's Premises to the Central Office. The D-channel has both data and signaling functions but it does not have voice capability.

SECTION 3 - DESCRIPTION OF SERVICES (continued)

3.3 **ISDN Services (continued)**

3.3.1 General (continued)

(B) Definitions Unique to ISDN (continued)

D-Channel Packet-Switched Data capability to originate and receive X.25 data calls over the D-channel. Multiple data calls can be active simultaneously on a single D-channel.

ISDN Loop Access Line is the ISDN basic rate interface loop from the Central Office to the Customer's Premises.

Primary Rate Interface is a 1.544 megabits per second (Mbps) service providing 23 B channels and one D channel. It is also known as 23 B+D access. The B-channels carry user information such as voice calls, circuit-switched data, or video, while the D-channel handles signaling or control information.

3.3.2 Terms and Conditions

(A) General

1. The Customer is responsible for procuring CPE that is compatible with the ISDN digital Switch serving the Customer.
2. Single Line ISDN Service includes a 2B-D package. Contained in the standard package are numerous voice and data features. The standard features and function support two terminals per BRI. Within the standard package there is limited flexibility for customization and various optional features can be added.
3. The Company shall terminate ISDN Services at the Company network interface.

SECTION 3 - DESCRIPTION OF SERVICES (continued)

3.3 ISDN Services (continued)

3.3.2 Terms and Conditions (continued)

(B) Availability

1. Single Line ISDN Service is only available in a limited distribution area determined by the Company.
2. Single Line ISDN Service may be provided to Customers from a Central Office other than their normal serving office depending on available Facilities.
3. Single Line ISDN Service is offered where ISDN compatible Facilities and Equipment are available. Service is generally considered available for loops 18 kilofeet or less in length. Loops greater than 18 kilofeet in total length must meet ISDN extension technology design requirements and will be considered available if ISDN compatible pair gain systems are in place or planned to serve the area based on the scheduled placement of compatible pair gain systems. If no pair gain system is in place or planned, loops greater than 18 kilofeet in length will also be considered available if single line loop extension Equipment can be deployed and the loop is within the design limitation of this type of extension Equipment. If the loop is greater than 18 kilofeet in length additional charges apply to extend the loop's ISDN capability.
4. Some services are not available or compatible with ISDN.

SECTION 3 - DESCRIPTION OF SERVICES (continued)

3.3 ISDN Services (continued)

3.3.2 Terms and Conditions (continued)

(C) Local Calling Areas and Telephone Numbers

1. If a Customer is provided service from a designated Central Office which is not the Customer's normal serving office, the Local Calling Area for the Customer's Single Line ISDN Service will be that of the designated ISDN-equipped Central Office.
2. Calling areas are subject to change as additional Central Offices become capable of directly providing Single Line ISDN services to the Customer's own and nearby serving area. Changes to calling areas will affect Customer Telephone Numbers.

3.3.3 Reserved for future use.

SECTION 3 - DESCRIPTION OF SERVICES (continued)**3.3 ISDN Services (continued)****3.3.4 Primary Rate Interface****(A) General**

The Primary Rate Interface (PRI) structure consists of 23 B channels and one D channel, for a total transmission rate of 1.544 Mbps, the equivalent of one DS1 line. Each 64 Kbps B channel carries User information such as voice calls, circuit switched data or video. The D channel is a 64 Kbps channel used for signaling information.

Circuit Switched Data PRI consists of 23 B plus one D channel, also equivalent to a DS1 line. The Customer may use CPE to bond 64 Kbps B channels for transmission of circuit switched data or video.

Each PRI consists of a DS1 line and a PRI Service Configuration described below. Loop Diversity and avoidance, and foreign exchange services are available under the Special Construction Provisions of this Tariff.

DID may be provided with PRI. A DID trunk termination is required for each inward or two-way B channel in a PRI.

(B) Service Configurations

23B + D provides 23 B channels and one D channel. The B channels carry voice, circuit switched data or video. The D channel handles signaling. A single D channel can control a maximum of 479 B channels (requires Nonfacility Associated Signaling). The B channels may be provided on the same Facility as the D channel or on other PRI T1 Facilities.

24B provides 24 B channels.

SECTION 3 - DESCRIPTION OF SERVICES (continued)**3.3 ISDN Services (continued)****3.3.4 Primary Rate Interface (continued)****(C) Network Connections**

Circuit Switched Data Connection is a Central Office translation that provides 23 or 24 B channels on a PRI T1 Facility. All B channels are arranged for two-way operation and access to the exchange network. Incoming calls are restricted to circuit switched data or video.

ISDN Trunk Connection is a Central Office translation that provides a B channel on a PRI. The connection allows access to the exchange network. One ISDN trunk connection is required for each B channel used in a PRI. Trunk connections may be configured on a call-by-call or dedicated basis. Call-by-call consists of B channels configured for inward and outward calls pre-determined by the Customer's traffic. Dedicated means that each B channel is dedicated for inward, outward or two-way traffic.

(D) Standard Features

Circuit Switched Data allows the transmission of circuit switched data on a voice channel.

Direct Inward/Outward Dialing allows the Station Users to place or receive calls bypassing the attendant.

(E) Optional Features

DCA Interface - Dynamic Channel Allocation allows a Customer to designate the quantity of call types to be allocated for direct inward or outward calling. This feature is also known as call-by-call service selection.

SECTION 3 - DESCRIPTION OF SERVICES (continued)**3.4 DSL Services****3.4.1 Rules and Regulations**

This defines the rules and regulations pertaining to the provision of the Company's Digital Subscriber Line (DSL) Solutions. The Company provides high speed data connections and voice services over existing copper Facilities. The regulations and rates specified here are in addition to the applicable regulations and rates specified in other sections of this Tariff.

3.4.2 Service Description

- (A) Asymmetrical Digital Subscriber Line (ADSL) Service is an Access Service offered in speeds up to 1.5 Mbps down and 768 Kbps up. The "up" speeds are transmission speeds from the Customer's designated location to the Company ADSL connection point, while "down" speeds represent transmission speeds from the Company's ADSL connection point to the Customer's designated location. The Company will set transmission speeds that correspond to the service package selected by the Customer. The loop distance from the Customer's designated location to the ADSL connection point can affect transmission speeds. Depending on this distance, actual speeds may vary from the transmission speeds set by the Company.
- (B) Symmetrical Digital Subscriber Line (SDSL) Service is an Access Service offered in speeds up to 1.5 Mbps down and 1.5 Mbps up. The "up" speeds are transmission speeds for the Customer's designated location to the Company SDSL connection point, while "down" speeds represent transmission speeds from the Company's SDSL connection point to the Customer's designated location. The Company will set transmission speeds that correspond to the service package selected by the Customer. The loop distance from the Customer's designated location to the SDSL connection point can affect transmission speeds. Depending on the distance, actual speeds may vary from the transmission speeds set by the Company.

SECTION 3 - DESCRIPTION OF SERVICES (continued)**3.4 DSL Services (continued)****3.4.3 Service Provisioning**

ADSL Service is provisioned over existing telephone company copper Facilities and transported to the Company's backbone network. ADSL provides a connection from the Customer's designated location to the ADSL connection point. The Company will qualify ADSL Service between the Customer's designated location and the ADSL connection point. The purpose of qualification is to determine the availability and suitability of existing copper Facilities to provide the service. The Company will not provision ADSL on Facilities which are not suitable for this service.

3.4.4 Host Central Offices

A list of the host Central Offices capable of providing the Company's ADSL Service is furnished with this Tariff in Section 16.11.3.

3.4.5 Responsibility of the Company

The Company will provision and maintain ADSL service for the Customer up to the network interface device (NID). The Company will advise the Customer regarding additional Equipment that may be necessary to support the service.

3.4.6 Rights of the Company

- (A) The Company will not provision ADSL service if it reasonable determines that (a) it is not technically feasible over existing Facilities or (b) it will cause interference with existing service.
- (B) During the Company's instances of network maintenance or software updates, it may be necessary to place the ADSL connection point temporarily out of service. The Company reserves the right to temporarily interrupt ADSL service in emergency situations.

SECTION 3 - DESCRIPTION OF SERVICES (continued)

3.4 DSL Services (continued)

3.4.7 Responsibility of the Customer

(A) The Customer is responsible for providing:

1. Compatible CPE to connect with the NID;
2. The Company with the necessary information to provision ADSL service;
3. The Company's employees or agents access to the Customer's designated location(s) at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of the service, removing the service components of the Company.

SECTION 3 - DESCRIPTION OF SERVICES (continued)

3.5 Reserved for future use.

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SECTION 3 - DESCRIPTION OF SERVICES (continued)

3.6 Integrated T-1

3.6.1 The Company's Integrated T-1 product allows customers to send any combination of voice, image, video, or data

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SECTION 3 - DESCRIPTION OF SERVICES (continued)

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SECTION 3 - DESCRIPTION OF SERVICES (continued)

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SECTION 3 - DESCRIPTION OF SERVICES (continued)

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SECTION 3 - DESCRIPTION OF SERVICES (continued)

3.10 Direct Inward Dialing (DID) Service

Direct inward dialing (DID) permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific Station without the assistance of an attendant. DID calls are routed directly to the Station associated with the called number. DID service as offered by the Company provides the necessary trunks, Telephone Numbers and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the Customer's responsibility.

3.11 Reserved for future use.

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SECTION 3 - DESCRIPTION OF SERVICES (continued)**3.12 Optional Calling Features**

3.12.1 The Company offers the features listed in Section 3.11.2 to Residential and Business Customers. Refer to this Tariff for specific features offered with each type of Local Exchange Service. The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of Service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable in some cases.

3.12.2 Feature Descriptions

Enhanced Call Forwarding: Provides End User control for call forwarding capabilities via dial-accessed voice prompt menus. Customers may forward calls to a primary local or long distance. The End User may specify a secondary location for routing of go unanswered at the forward-to location or reach a busy signal. This secondary location may be another Telephone Number, pager or voice messaging Service. Other Capabilities included with this feature include speed forwarding, priority screening, ring control and timed forwarding.

It is the responsibility of the Customer to subscribe to the Telephone Number, pager or voice messaging Service used as the secondary location.

Enhanced Call Forwarding with Audio Calling Name: Provides all of the functionality of Enhanced Call Forwarding. Also permits the End User to receive the Directory Name of the party's whose call was forwarded to primary number. In some situations, the End User may hear the calling party's city and state or Telephone Number, depending on available call data.

Enhanced Call Forwarding Plus: Provides all of the functionality of Enhanced Call Forwarding. Also includes an additional Telephone Number with Directory Listing and distinctive ringing for calls placed to the additional number. Enhanced Call Forwarding Plus allows parties to reach the End User's location when FCF is active and all calls to the End User's main Telephone Number would normally forward. Calls to the additional number do not forward even when Enhanced Call Forwarding is active.

SECTION 3 - DESCRIPTION OF SERVICES (continued)**3.12 Optional Calling Features (continued)****3.12.2 Feature Descriptions (continued)**

Enhanced Call Forwarding Plus with Audio Calling Name - Provides all of the functionality of Enhanced Call Forwarding Plus including the additional Telephone Number with listing and distinctive ringing. Also permits the End User to receive the Directory Name of the party's whose call was forwarded to primary number. In some situations, the End User may hear the calling party's city and state or Telephone Number, depending on available call data.

Call Forwarding Variable - Permits the End User to automatically forward (transfer) all incoming calls to another Telephone Number, and to restore it to normal operation at their discretion. The End User must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the End User to deactivate the feature.

Call Forwarding Variable, Remote Access - Permits the End User to automatically forward (transfer) all incoming calls to another Telephone Number, and to restore it to normal operation at their discretion. The End User must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the End User to deactivate the feature. Feature activation may be performed from the End-User's exchange line or remotely from some other line. Remote access requires the End User to 1) dial a special access number 2) enter their seven-digit Telephone Number and 3) enter a personal identification number prior to forwarding their calls.

Call Forwarding Don't Answer, Basic: Permits the forwarding of incoming calls when the End User's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number is fixed by the Service Order.

Call Forwarding Don't Answer w/ Ring Control: Permits the forwarding of incoming calls when the End User's line remains unanswered after a pre-designated ringing interval. The forward-to number is fixed by the Service Order. However, the End User has the ability to change the time interval before forwarding occurs at his/her discretion.

SECTION 3 - DESCRIPTION OF SERVICES (continued)**3.12 Optional Calling Features (continued)****3.12.2 Feature Descriptions (continued)**

Call Forwarding Don't Answer w/ Customer Control: Permits the forwarding of incoming calls when the End User's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the Service Order. However, the End User has the ability to turn the feature on or off at his/her discretion.

Call Forwarding Busy Line, Basic: Permits the forwarding of incoming calls when the End User's line is busy. The forwarded number is fixed by the End User Service Order.

Call Forwarding Busy Line w/ Customer Control: Permits the forwarding of incoming calls when the End User's line is busy. The forwarded number is fixed by the End User Service Order. However, the End User has the ability to turn the feature on or off at his/her discretion.

Call Waiting - Basic: Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting End User to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

SECTION 3 - DESCRIPTION OF SERVICES (continued)**3.12 Optional Calling Features (continued)****3.12.2 Feature Descriptions (continued)**

Call Waiting - Deluxe: Allows the End User to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:

- * - Answer the waiting call and placing the first party on hold;
- * - Answer the waiting call and disconnecting from the first party;
- * - Direct the waiting caller to hold via a recording
- * - Forward the waiting caller to another location (e.g., voice mailbox or telephone answering service)

Full utilization of Call Waiting Deluxe requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. The End User must have Caller ID Basic or Deluxe for display of calling party identification information for waiting calls. The End User must have a Call Forwarding Don't Answer feature active in order to forward a waiting call to another location.

Call Waiting - Deluxe with Conferencing: Provides all of the functionality of Call Waiting Deluxe. Also permits the End User to conference a waiting call with an existing call (first party) and, if desired, subsequently drop either leg of the conference call.

Caller ID - Basic: Permits the End User to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

SECTION 3 - DESCRIPTION OF SERVICES (continued)**3.12 Optional Calling Features (continued)****3.12.2 Feature Descriptions (continued)**

Caller ID - Deluxe: Permits the End User to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.

Anonymous Call Rejection: Permits the End User to automatically reject incoming calls when the call originates from a Telephone Number that has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the End User by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand-alone feature or as an add-on to Caller ID Deluxe.

Call Block: Allows the End User to automatically block incoming calls from up to ten End User pre-selected Telephone Numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The End User controls when the feature is active, and can add or remove calling numbers from the feature screening list.

Call Return: allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

Call Selector: Allows a Customer to assign a maximum of 15 Telephone Numbers to a special list. The Customer will hear a distinctive ring when calls are received from Telephone Numbers on that list.

SECTION 3 - DESCRIPTION OF SERVICES (continued)**3.12 Optional Calling Features (continued)****3.12.2 Feature Descriptions (continued)**

Call Trace: Allows the tracing of nuisance calls to a specified Telephone Number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating Telephone Number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified Telephone Number can then be identified.

Calling Number Delivery Blocking: Prevents the delivery, display and announcement of the End User's Directory Number and Directory Name on all calls dialed from an exchange Service equipped with this option. When active, the End User's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per-call or per line basis. With per call Calling Number Delivery Blocking, it is necessary for the End User to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the End User's number blocked. Per line End Users must dial an activation code prior to utilization.

Message Waiting Indication: Provides the End User with an audible (stutter dial tone) or visual (lamp or other CPE display) indication that messages are waiting to be retrieved. Message Waiting Indication can only be activated/deactivated by a voice mailbox or other voice messaging service provided by the Company or third party. It is the responsibility of the Customer to subscribe to a compatible voice messaging service. Visual Message Waiting Indication requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.

Multiple Directory Number Distinctive Ringing: This feature allows an End User to determine the source of an incoming call from a distinctive ring. The End User may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing - First Number and Distinctive Ringing - Second Number). The designated primary number will receive a normal ringing pattern; other numbers will receive distinctive ringing patterns. The pattern is based on the Telephone Number that the calling party dials.

SECTION 3 - DESCRIPTION OF SERVICES (continued)**3.12 Optional Calling Features (continued)****3.12.2 Feature Descriptions (continued)**

Selective Call Forwarding: Permits the End User to automatically forward to another number calls received from up to six End User pre-selected Telephone Numbers programmed into the features screening list. The End User controls when the feature is active, the forward-to numbers and can add or remove calling numbers from the feature's screening list.

Repeat Dialing: Permits the End User to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

- * - Calls to 800 Service numbers
- * - Calls to 900 Service numbers
- * - Calls preceded by an Interexchange Carrier access code
- * - International Direct Distance Dialed calls
- * - Calls to Directory Assistance
- * - Calls to 911

Speed Calling: Permits the Customer to place calls to other Telephone Numbers by dialing a one or two digit code rather than the complete Telephone Number. The feature is available as either an eight (8)-code list or a thirty (30)-code list. Code lists may include local and/or toll Telephone Numbers. The Customer has the ability to add or remove Telephone Numbers and codes to/from the speed calling list without assistance from the Company.

Three Way Calling: Permits the End User to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The End User initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.

SECTION 3 - DESCRIPTION OF SERVICES (continued)**3.13 Optional Extended Area Service**

3.13.1 Optional Extended Area Service (OEAS) provides alternative billing for Customer dialed station-to-station calls to or from locations outside a Customer's Local Calling Area but within the same LATA. OEAS rates and charges apply only for calls to locations outside a Customer's Local Calling Area. OEAS is available in the following configurations:

- (A) Discount - This option provides measured calling from the Customer's location to one or more Exchanges outside the Customer's Local Calling Area but within the same LATA. Rates for this plan consist of a monthly fixed charge, a per-call charge, and usage charges based on the duration of the call. The business Customer chooses whether they want this plan billed on a per-line or per Account basis.
- (B) Incoming Discount - This option permits a Customer to pay for Customer-dialed, station-to-station calls received at the Customer's location and placed from one or more specified Exchanges outside the Customer's Local Calling Area but within the same LATA. Rates for this plan consist of a monthly fixed charge, a per-call charge, and usage charges based on the duration of the call. The business Customer chooses whether they want this plan billed on a per-line or per Account basis.
- (C) Deluxe - This option permits a Customer to make unlimited free outgoing calls from the Customer's location to one or more Exchanges outside the Customer's Local Calling Area but within the same LATA. This option is only available to residential Customers. Rates for this plan consist of a monthly fixed charge.

SECTION 3 - DESCRIPTION OF SERVICES (continued)

3.14 Extended Metropolitan Service

3.14.1 Extended Metropolitan Service (EMS) is an optional Service that provides unlimited two-way toll free calling to additional Exchanges in the specific metropolitan area of that Exchange.

3.14.2 EMS requires a dedicated Telephone Number (TN). When changing from:

- (A) Regular Local Exchange Service to Local Exchange Service with EMS, the Customer's Telephone Number must change in order to provision the Local Exchange Service with EMS.
- (B) Local Exchange Service with EMS to regular Local Exchange Service, the Customer's Telephone Number must change for provisioning of regular Local Exchange Service.

3.14.3 Additional EMS calling areas are categorized by Tiers, as follows:

- (A) Tier 1 Exchanges are contiguous to the metropolitan Exchanges.
- (B) Tier 2 Exchanges are not contiguous, but are near the metropolitan.

SECTION 3 - DESCRIPTION OF SERVICES (continued)

3.15 Emergency Services Calling Plan

3.15.1 Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

3.15.2 Message toll telephone calls, to governmental emergency service agencies as set forth in (1) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (2) following are offered at no charge to Customers:

- (A) Governmental fire fighting, State Police, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.
- (B) An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

3.16 Minimum Call Completion Rate

The Company's network is engineered for network blockage purposes to a P.01 grade of service.

SECTION 3 - DESCRIPTION OF SERVICES (continued)**3.17 Directory Assistance and Listing Services****3.17.1 Directory Assistance and Listing Services**

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance. Local Directory Assistance Call Completion allows the directory assistance operator to complete a call to the Telephone Number requested. A Directory Assistance charge applies per local directory assistance call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number. No charges apply to calls received from pay telephones or from telephones furnished for the use by handicapped persons. Local Directory Assistance Call Completion is an optional Service provided to users of Directory Assistance and Listing Service where End Users may choose to have a call completed by the Directory Assistance operator to the Telephone Number requested.

SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.17 Directory Assistance and Listing Services (continued)

3.17.2 Directory Listings

- (A) For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing Telephone Number in the directory (ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.
- (B) The following rules apply to standard listings in lightface type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.
 - 1. Only information necessary to identify the Customer is included in these listings. The Company uses abbreviations in listings. The Company may reject a residence listing that is judged to be advertising. It may also reject a listing it judges to be objectionable. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or Service will not be accepted as a listing unless the Customer is legally doing business under that name.
 - 2. A name may be repeated in the white pages only when only when a different address or Telephone Number is used.
 - 3. The Company reserves the right to limit the length of any listing in the directory by using abbreviations when, in its judgment, the clearness of the listing or identification of the Customer is not impaired. Where more than one line is required to properly list the Customer, no additional charge will be made.

SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.17 Directory Assistance and Listing Services (continued)

4. The Company may refuse a listing that is known not to constitute a legally-authorized or adopted name, obscenities in the name, or any listing that, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, is a contrived name used for advertising purposes, to secure a preferential position in the directory, or is more elaborate than is reasonably necessary to identify the listed party. The Company, after notification of the Company, will withdraw any listing that is found to be in violation of its rules.
5. In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

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SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.17 Directory Assistance and Listing Services (continued)

(C) Composition of Listings

1. Names - the following names may be included in business Service listings:
 - (a) The name of Customer or Joint User.
 - (b) The name of each business enterprise that the Customer or Joint User conducts.
 - (c) The name by which the business of a Customer or Joint User is known to the public.
 - (d) Only one such name representing the same general line of business will be accepted.
 - (e) The name of any person associated with the Customer or Joint User in the same business.
 - (f) The name of any person, firm or organization that the Customer or Joint User is authorized to represent, or the name of an authorized representative of the Customer or Joint User.
 - (g) Alternative spelling of an individual name or alternative arrangement of a business name, provided the listing in the judgment of the Company, is not for advertising purposes.
 - (h) The name of a publication issued periodically by the Customer or Joint User.
 - (i) The name of an inactive business organization in a cross-reference listing when authorized by such business or organization.
 - (j) The name of a member of Customer's domestic establishment when business Service is furnished in the Customer's residence.
 - (k) The name of a corporation that is the parent or a subsidiary of the Customer.
 - (l) The name of a resident of a hotel, apartment house, boarding house or club which is furnished PBX Service, may be included in a residence type listing with the Telephone Number of the PBX Service.
 - (m) The name of the Customer to a sharing arrangement.

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SECTION 3 - DESCRIPTION OF SERVICE (continued)**3.17 Directory Assistance and Listing Services (continued)****2. Designation**

- (a) The purpose of a business designation is to identify the listed party and not to advertise the business. No designation of the nature of the business is included if this is sufficiently indicated by the name. Where a listed party is engaged in more than one general line of business, one additional business designation may be included in the listing when necessary to identify the listed party. When a listed party has two or more listed Telephone Numbers or two or more business addresses, designations indicating the branches of the organization may be included where necessary to assist the public in calling.
- (b) A designation may include a title to indicate a listed party's official position, but not the name of the firm or corporation with which the individual is connected. Individual names or titles are not shown following the name of a firm or corporation. A term such as "renting agent" may be included in a listing indented under the name of a building, provided the agent maintains a renting office in such a building.
- (c) A designation is not ordinarily provided in a residence type listing except for residential Service as permitted under the terms of this Tariff. A professional designation is permitted on residence Service in the case of a physician, surgeon, dentist, osteopath, chiropodist, podiatrist, optometrist, chiropractor, physiotherapist, Christian Science practitioner, veterinary surgeon, registered nurse or licensed practical nurse, provided that the same name and designation is also listed on business Service of that Customer or another Customer in the same or different directory.
- (d) The listing of Service in the residence of a clergyman may include the designation "parsonage," "rectory," "parish house," or "manse," and any such listing may be indented under a listing in the name of the church. Where residence Service is furnished in a church study, the listing may include the designation "study."

SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.17 Directory Assistance and Listing Services (continued)

3. Address

- (a) Each residence or non-profit listing may, but does not have to, include the house number and street name of the residence where the telephone Service is provided. Other information, such as a building name or a locality designation, may be included to help identify the Customer.

4. Telephone Number

- (a) Each listing may include only one Telephone Number, except in an alternate Telephone Number listing where each number listed is considered a line for rate purposes.
- (b) A listing may include only the Telephone Number of the first line of a PBX system or incoming Service group, except that a trunk not included in the incoming Service group of a PBX system, or the first trunk of a separate incoming Service group of a PBX system may be listed to meet special conditions where a corporation and its subsidiaries use the same PBX system.

SECTION 3 - DESCRIPTION OF SERVICE (continued)**3.17 Directory Assistance and Listing Services (continued)****3.17.3 Types of Listings****(A) Standard Listing**

A standard listing includes a name, designation, address and Telephone Number of the Customer. It appears in the White Pages of the telephone directory and in the Company's Directory Assistance records. The designation in the listing will be provided according to the rules in paragraph 4.1.2(B) above.

(B) Indented Listing

An indented listing appears under a standard listing and may include only a designation, address and Telephone Number. An indented listing is allowed only when a Customer is entitled to two or more listings of the same name with different addresses or different Telephone Numbers. For example:

Smith, John MD

Office 125 Portland 555-4180

Residence 9 Glenway 555-8345

SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.17 Directory Assistance and Listing Services (continued)

(C) Alternate Telephone Number Listing and Night Listing

Any listed party who has made the necessary arrangements for receiving telephone calls during his or her absence may have an alternate Telephone Number listing or a night listing, such as the following:

If no answer call (Telephone Number)

Night calls (Telephone Number)

Night calls after __PM (Telephone Number)

Nights, Sundays and holidays (Telephone Number)

5PM to 9AM weekdays, Saturday until 9AM, Monday and holidays
(Telephone Number)

Such listing may be furnished as an indented listing or as a sub-caption. The Telephone Number in such a listing may be that of another Service furnished the same Customer or the Service furnished a different Customer.

(D) Duplicate Listing

Any listing may be duplicated in a different directory or under a separate geographical heading in the same directory. Such listing may be duplicated in indented form.

(E) Reference Listing

A Customer having Exchange Services listed under different geographical headings may have an indented listing in reference form in lieu of a duplicate listing.

SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.17 Directory Assistance and Listing Services (continued)

(F) Cross Reference Listing

A cross-reference listing may be furnished in the same alphabetical group with the related listing when required for identification of the listed party and not designated for advertising purposes.

3.17.4 Free Listings

The following listings are provided at no additional charge to the Customer:

One listing for each individual line Service or auxiliary line.

SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.17 Directory Assistance and Listing Services (continued)

3.17.5 Non-Published Service

- (A) This optional Service provides for suppression of printed and recorded Directory Listings. Non-Published Service means that the Customer's Telephone Number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.
- (B) This Service is subject to the rules and regulations for E911 service, where applicable.
- (C) The Company will complete calls to a Non-Published Number only when the caller dials direct or gives the operator the number. No exceptions will be made, even if the caller says it is an emergency.
- (D) When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a Non-Published Number in the directory or disclosing it to some. If, in error, the Telephone Number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for Non-Published Service.
- (D) The Customer indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a Non-Published Service or the disclosing of said number to any person.

SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.17 Directory Assistance and Listing Services (continued)

(E) Rates and Charges

There is a monthly charge for each Non-Published Service. This charge does not apply if the Customer has other listed Service at the same location; if the Customer lives in a hotel, boarding house or club with listed Service; or if the Service is installed for a temporary period.

3.17.6 Non-Listed Service

- (A) This optional Service provides for suppression of printed Directory Listings only. Non-Listed Service means that the Customer's Telephone Number is not listed in the directory, but does it appear in the Company's Directory Assistance Records. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.
- (B) This Service is subject to the rules and regulations for E911 service, where applicable.
- (C) The Company will complete calls to a Non-Listed Number.
- (D) When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a Non-Listed Number in the directory or disclosing it to some. If, in error, the Telephone Number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for Non-Listed Service.

SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.17 Directory Assistance and Listing Services (continued)

3.17.5 Non-Listed Service (continued)

(E) The Customer indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a Non-Listed Service or the disclosing of said number to any person.

(F) Rates and Charges

There is a monthly charge for each Non-Listed Service. This charge applies if the Customer has other listed Service at the same location; if the Customer lives in a hotel, boarding house or club with listed Service; or if the Service is installed for a temporary period.

3.18 Calling Card Service

The Company's Calling Card Service can be used for domestic or international calling at locations other than the Customer's Premises. Calling card calls can be placed from rotary and touch-tone phones. Multiple calls may be placed using the # button on a touch-tone phone. A scrambled 14-digit code provides security and lessens the chance for code abuse. A misdialed/correction feature permits fast, easy correction of misdialed numbers. Call detail is provided in conjunction with Calling Card Service and permits the Customer to monitor usage. The Company will replace lost or stolen cards quickly and at no charge to the Customer. Calls are billed in 60-second increments.

SECTION 3 - DESCRIPTION OF SERVICES (continued)**3.19 Blocking**

3.19.1 Blocking Service is a feature that permits a Customer to restrict access from his or her telephone line to various discretionary Services. Blocking Service is available where Equipment and Facilities permit. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls. The following blocking options are available to Residential and Business Customers:

- (A) Option #1 - allows the Customer to block the following calls: Operator 0-, Operator 0+, DDD 1+, 1+900, 1+555-1212, 1+NPA-555-1212, 411, 440, IDDD 01, IDDD 011+, 976, 1+976 and N11 service (211, 311, 511, 711, 811).
- (B) Option #2 - allows the Customer to block the following calls: 976, 1+976, IDDD 01, Operator 0- and Operator 0+.
- (C) Option #3 - allows the Customer to block the following calls: Operator 0-, Operator 0+, DDD 1+, 1+900, 1+555-1212, 1+NPA-555-1212, IDDD 01 and IDDD 011+.
- (D) Option #4 - allows the Customer to block the following calls: 976, 1+976 and 1+900.
- (E) Option #5 - allows the Customer to block the following calls: 976, 1+976, 1+900 and N11 service (211, 311, 511, 711, 811).

SECTION 3 - DESCRIPTION OF SERVICES (continued)

3.20 Miscellaneous Services

3.20.1 900/976 Restrict

This service provides the option of blocking, or subsequent unblocking, all 900 and 976 calls on a per line basis. The Company will provide for per-line blocking where the Company's switching Facilities permit.

3.20.2 Hunting Line Service

This service is used to establish hunting arrangements between two or more of a Customer's Local Exchange Service access lines. Customers may choose from one of the following hunt group arrangements:

Series Hunting - The hunt for an idle access line starts with the called access line in a prearranged hunt group and ends with the last access line in the hunt group, completing the call to the first idle access line encountered. Unless the first access line in the hunt group is called, only a portion of the access line group is hunted.

Circle Hunting - Permits a complete hunt over all the access lines in a prearranged access line hunt group. If no idle access line is encountered the hunting will continue until it reaches the access line that was originally called.

Preferential Hunting - Individual access lines in an access line hunt group may have any associated preferential hunt list. This hunt list specifies a hunting sequence over a predetermined subset or preferential arrangement of up to 18 access lines before proceeding to hunt through the remaining access line hunt group.

SECTION 3 - DESCRIPTION OF SERVICES (continued)**3.20 Miscellaneous Services (continued)****3.20.3 Main Number Retention**

Main Number Retention is an optional feature by which a Customer, who was formally a customer of another certified Local Exchange Carrier at the same Premises location, may retain its main Telephone Numbers and main fax numbers for use with the Company-provided Exchange Services. Main Number Retention Service is only available in areas where the Company maintains some form of number retention arrangement with the Customer's former Local Exchange Carrier.

3.20.4 Pay Per Call Blocking/Unblocking

This Service provides the option of blocking, or subsequent unblocking, all 900 and 976 calls on a per line basis. The Company will provide for per-line blocking where the Company's Switching Facilities permit.

3.20.5 Vanity Number Service

This Service provides for the reservation of special or unique Telephone Number and fax number for use with the Company-provided Exchange Services.

3.21 Special Promotions

3.21.1 The Company may, from time to time, engage in special promotional trial Service offerings of limited duration designed to attract new Customers or to increase Customer awareness of a particular Tariff offering.

3.21.2 These promotional offerings may only apply to certain Services and may be limited to specific dates, times and locations.

3.21.3 Except for the rates charged under special promotions offerings, all other terms and conditions of Service contained in this Tariff will apply to such Service offerings.

3.21.4 Promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Company's Tariff as an addendum to the Company's Tariff.

SECTION 3 - DESCRIPTION OF SERVICES (continued)

3.22 Carrier Presubscription

3.22.1 Carrier Presubscription is a procedure whereby a Customer designates the Interexchange Carrier that the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

3.22.2 Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. Depending on the Service subscribed to by the Customer, the following options for long distance presubscription may be available:

Option A: Customer may select the Company as the presubscribed carrier for IntraLATA calls, subject to presubscription, and some other carrier as the presubscribed carrier for interLATA toll calls, subject to presubscription.

Option B: Customer may select no presubscribed carrier for intraLATA toll calls, which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice, and the Company for interLATA toll calls, subject to presubscription.

Option C: Customer may select the Company for intraLATA toll calls subject to presubscription and no presubscribed carrier for interLATA toll calls which will require the Customer to dial a carrier access code to route all interLATA toll calls to the carrier of choice.

Option D: Customer may select some other carrier as the presubscribed carrier for intraLATA toll calls, subject to presubscription, and the Company as the presubscribed carrier for interLATA calls, subject to presubscription.

Option E: Customer may select the Company for both intra LATA and interLATA toll calls, subject to presubscription.

SECTION 3 - DESCRIPTION OF SERVICES (continued)

3.22 Carrier Presubscription (continued)

3.22.3 Rules and Regulations

- (A) Customers of record will retain their Primary Interexchange Carrier(s) until they request that their dialing arrangements be changed.
- (B) Customers of record or new Customers may select Option A, B, C, D, or E for intraLATA Presubscription.
- (C) Customers may change their selected presubscribed Interexchange Carrier at any time, subject to charges specified in this Tariff.

3.22.4 Carrier Presubscription Charges

(A) Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in this Tariff, for any change thereafter, a Presubscription Change Charge, as set forth in this Tariff will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

SECTION 3 - DESCRIPTION OF SERVICES (continued)

3.23 Operator Services

3.23.1 This Service provides for live or automated operator treatment when a Customer dials "0". Operator Services can be used to assist the Customer in routing or billing for a call. Billing options include, but are not limited to, bill to originating Telephone Number, calling card, collect or to a third party. Operator Services also includes verification and emergency interrupt Service.

3.23.2 Company operators are available to assist Customers with completing calls. Operator assistance is also available to verify and emergency interrupt service. Verification service aids the Customer with legitimate call completion problems. The operator will verify and provide the line status condition of the requested line. Emergency interrupt service aids the Customer by having the busy line cleared if an emergency situation exists.

3.23.3 A per-call service charge applies in addition to the per minute usage rates when applicable. An operator-dialed surcharge per-call applies in addition to the per-call service charges when the operator dials the terminating number for the Customer. The per-call service charge applies in all Rate Periods.

SECTION 3 - DESCRIPTION OF SERVICE (continued)**3.23 Operator Services (continued)**

The Company 's Local Operator Assisted Calling is available for use by presubscribed Customers as well as transient End Users served from aggregated locations. Calls are billed in one minute increments with additional per call charges reflecting the level of operator assistance and billing arrangement requested by the Customer.

Available Billing Arrangements

- (A) **Bill to Line** is a billing arrangement whereby the originating caller may bill the charges for a call to the Company-provided local exchange line from which the call is placed. The terms and conditions of the Company apply to payment arrangements.
- (B) **Calling Card** is a billing arrangement whereby the originating caller may bill the charges for a call to an approved Local Exchange Carrier issued calling card. The terms and conditions of the Local Exchange Carrier apply to payment arrangements.
- (C) **Collect Billing** - A billing arrangement whereby the originating caller may bill charges for a call to the called party, provided the called party agrees to accept the charges. The terms and conditions of the called party's local exchange company apply to payment arrangements.
- (D) **Third Party Billing** - A billing arrangement by which the charges for a call may be billed to a Telephone Number that is different from the calling number and the called number. The terms and conditions of the third party's local exchange company apply to payment arrangements.

SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.23 Operator Services (continued)

Busy Line Verification and Line Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Busy Line Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that Facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.24 Service Order, Change Charges, Conversion Charges

3.24.1 Non-Recurring Charges apply to each line or trunk installed for the Customer. Non-Recurring Charges for Service apply to the ordering, installing, moving, changing, rearranging or furnishing of Telecommunications Services or Facilities. Service charges are categorized as follows:

3.24.2 Activation Fee – An Activation Fee will apply when a Customer initiates Service for the first time, when a Customer reapplies for Service after having been Disconnected by the Company or after choosing to discontinue Service with the Company. The full Activation Fee is paid in one lump-sum payment in addition to and at the time of payment of the first month's Monthly Recurring Charge and all applicable charges for Optional Services or Features.

3.24.3 Line Connection Charge - Applies for establishing an exchange access line or trunk. The charge includes Service Ordering, Central Office work, exchange access line work and a standard voice miniature six-position network interface.

3.24.4 Line Change Charge - Applies per line to miscellaneous Customer-requested changes on existing Service for, but not limited to, number changes and suspend/restore.

3.24.5 Premises Work Charge - A Non-Recurring Charge based on the labor time and miscellaneous material required to perform Customer-requested work such as rearranging the drop wire, protector and/or network interface.

3.24.6 Secondary Service Charge - Applies per Customer request for the receiving, recording, and processing of Customer requests to change Services or add new or additional Services.

3.24.7 Restoration of Service - A Restoral Charge applies to the restoration of suspended Service and Facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended Service and Facilities is arranged. The Restoral Charge does not apply when, after Disconnection of Service, Service is later re-installed.

SECTION 3 - DESCRIPTION OF SERVICE (continued)

3.25 Competitive Pricing Promotions

3.25.1 The Company may, at its discretion, match certain standard or promotional offerings of other companies in order to acquire new Customers or to retain existing Customers. The Customer must demonstrate to the Company's satisfaction that 1) an alternative Service offering is valid and currently available from a competing company and 2) the Customer intends to either subscribe or remain subscribed with the competing company.

3.26 Individual Case Basis Pricing

3.26.1 Individual Case Basis Pricing is a service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer.

3.26.2 Rates, terms or conditions for Services may be determined on an Individual Case Basis and determined by contract between the Company and the Customer.

3.26.3 Customer-specific contracts may include, but are not limited to:

- (A) Central Office-based Services;
- (B) High Speed Private Line Services;
- (C) Customized Services that are unique because of size or configuration;
- (D) Customer volume or revenue commitments for which the Company must meet competitive demands of the marketplace
- (E) Any other Service for which the Company has authority to enter into Customer-specific contracts pursuant to the Commission's rules.

3.26.4 The Company will comply with the Commission's rules pertaining to ICB contracts.

SECTION 4 - RATES**4.1 Standard Local Service**

In addition to the charges listed in Section 4 of this Tariff the Customer is responsible for nonrecurring and Monthly Recurring Charges.

Recurring charges for standard local service are billed monthly in advance. Nonrecurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Business Service #

| | <u>Monthly Rate</u> | <u>Nonrecurring Charge</u> |
|-----------------------------------|-------------------------|--------------------------------|
| Standard Local Service, per line | | |
| Rate Group 1 | \$52.18 | 35.00 |
| Rate Group 2 | \$52.18 | 35.00 |
| Rate Group 3 | \$52.18 | 35.00 |
| Hunting, per line | N/C | |
| Touchtone Dialing, per line | \$0.00 | |
| Extended Area Calling Service | N/A | |
| Metro Service | N/A | |
| Anonymous Call Rejection | \$2.05 | |
| Auto Redial | \$2.70 | |
| Call Block | \$1.50 | |

These rates do not include any Federal, State or Local sales taxes or fees.

Customer Line Charge

| | |
|------------------------------|--------|
| Residential Primary Line | \$5.50 |
| Residential Non-Primary Line | \$8.20 |
| Single-Line Business Rate | \$5.20 |
| Multi-Line Business Rate | \$8.20 |

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SECTION 4 – RATES (continued)**4.2 PBX Trunk Service**

An optional per trunk hunting feature is available for Customers which routes a call to the next idle trunk in a prearranged group PBX trunks may also be equipped with DID capability and DID number blocks for additional charges.

| | <u>Monthly Rate</u> | <u>Nonrecurring Charge</u> |
|-----------------------|-------------------------|--------------------------------|
| Digital Trunks | | |
| Per Trunk | See Analog Trunks Below | |
| Per DS-1 Arrangement | ICB | ICB |
| Analog Trunks | | |
| Rate Group 1 | \$52.18 | 35.00 |
| Rate Group 2 | \$52.18 | 35.00 |
| Rate Group 3 | \$52.18 | 35.00 |
| Central Office Trunks | \$62.59 | |

T-1 and PRI Service

| Service | NRC | MRC |
|---------------------|-----------|-----------|
| T-1 (0 to 30 miles) | \$749.00 | \$995.00* |
| T-1 (over 30 miles) | ICB | ICB |
| PRI | \$749.00* | \$995.00 |

* T-1 and PRI Nonrecurring Charges are waived if the Customer enters into a 2 or 3 year contract with the Company

Expedite Fees

| | |
|---------------------|----------|
| 11-14 Business Days | \$750.00 |
| 15-21 Business Days | \$500.00 |

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SECTION 4 – RATES (continued)**4.3 ISDN Service****4.3.1 Primary Rate Interface Rates/SmartTrunk**

| | | | |
|----|----------------------|-------------|---------------|
| A. | SmartTrunk Interface | Monthly | Nonrecurring |
| | | <u>Rate</u> | <u>Charge</u> |
| | Month to Month | \$749.00 | \$995.00 |
| B. | Optional Features | | |
| | | | |
| | DCA Interface | ICB | ICB |

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SECTION 4 – RATES (continued)

4.4 DSL Services

DSL service is not available.

SECTION 4 - RATES (continued)

4.5 Reserved for future use.

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SECTION 4 - RATES (continued)**4.6 Integrated T-1.**

For a Standard Analog or Digital Configuration

| | NRC | MRC |
|-----------------------------------|----------|----------|
| 6 voice channels and 512k IP port | \$995.00 | \$513.00 |
| Each additional voice channel | \$0.00 | \$ 19.00 |
| Each additional 128k of data | \$0.00 | \$27.00 |

T-1 and PRI Service

| Service | NRC | MRC |
|---------------------|-----------|-----------|
| T-1 (0 to 30 miles) | \$749.00 | \$995.00* |
| T-1 (over 30 miles) | ICB | ICB |
| PRI | \$749.00* | \$995.00 |

* T-1 and PRI Nonrecurring Charges are waived if the Customer enters into a 2 or 3 year contract with the Company

Expedite Fees

| | |
|---------------------|----------|
| 11-14 Business Days | \$750.00 |
| 15-21 Business Days | \$500.00 |

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SECTION 4 - RATES (continued)

4.7 Reserved for future use.

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SECTION 4 - RATES (continued)

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SECTION 4 - RATES (continued)

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SECTION 4 - RATES (continued)**4.10 Direct Inward Dialing (DID) Service**

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and Nonrecurring Charges for PBX Trunks as shown in Section 16.2. The Customer will be charged for the number of DID Number Blocks regardless of the number of DID numbers used from the available block of numbers.

Category 1 (100 DID Numbers or Less)

| Per Trunk Group | Monthly Rate | Installation Charge |
|---|--------------|---------------------|
| First Block of 100 DID numbers assigned | \$21.00 | \$14.00 |
| First Block of 10 DID numbers assigned | 2.10 | 1.40 |
| Each additional block of 10 DID numbers assigned over the first block of 10 DID numbers | 2.10 | 1.40 |

Category 2 (Greater than 100 DID Numbers)

| Per Trunk Group | Monthly Rate | Installation Charge |
|---|--------------|---------------------|
| Each additional block of 100 DID numbers assigned over the first 100 DID numbers | 21.00 | 14.00 |
| Each additional block of 10 DID numbers assigned over the first 100 DID numbers | 2.10 | 1.40 |
| Each additional block of 10 DID numbers assigned over the first block of 10 DID numbers | 2.10 | 1.40 |

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SECTION 4 – RATES (continued)

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SECTION 4 – RATES (continued)**4.12 Optional Calling Features****4.12.1 Features Offered on a Usage Sensitive Basis**

The following features are available to all local Exchange Business and Residence line Customers where Facilities and Services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

| Optional Calling Features | Per Feature Call Activation | |
|---|-----------------------------|----------|
| | Residence | Business |
| Three-Way Calling | \$ 1.15 | \$ 1.15 |
| Call Return | \$ 1.15 | \$ 1.15 |
| Repeat Dialing | \$ 1.15 | \$ 1.15 |
| Calling Number Delivery Blocking, Per Call | \$1.15 | \$1.15 |

SECTION 4 – RATES (continued)**4.12 Optional Calling Features (continued)****4.12.2 Features Offered on Monthly Basis**

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines that will have access to the feature.

| Optional Calling Feature | Residence | Business |
|---|------------------|-----------------|
| Speed Calling - 8 code | \$3.15 | \$ 3.15 |
| Speed Calling - 30 code | N/A | N/A |
| Call Forwarding Variable per Central Office line equipped | \$ 4.25 | \$ 4.25 |
| Call Forwarding Variable - remote access | \$15.00 | \$ 15.00 |
| Call Forwarding Variable per trunk equipped | \$ 4.25 | \$4.25 |
| Call Forwarding Don't Answer - Basic | \$3.50 | \$3.50 |
| Call Forwarding Busy Line - Basic | \$ 3.50 | \$ 3.50 |
| Three-Way Calling | \$ 2.50 | \$2.50 |
| Call Waiting – Basic | \$ 3.25 | \$ 3.25 |

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SECTION 4 – RATES (continued)**4.12 Optional Calling Features (continued)****4.12.2 Features Offered on Monthly Basis (continued)**

| Optional Calling Feature (continued) | Residence | Business |
|---|------------------|-----------------|
| Caller ID – Number | \$ 6.00 | \$ 6.00 |
| Caller ID – Name | \$8.28 | \$ 8.28 |
| Caller ID - Name and Number | \$ 10.00 | \$ 10.00 |
| Anonymous Call Rejection | \$ 2.00 | \$ 2.00 |
| Three way calling | \$ 2.70 | \$ 2.70 |
| Call Block (incoming) | \$ 2.70 | \$ 2.70 |
| Call Return | \$ 2.70 | \$2.70 |
| Message Waiting Indication – Audible | \$ 2.00 | \$ 2.00 |
| Remote Call Forwarding | \$4.25 | \$ 4.25 |

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SECTION 4 – RATES (continued)

4.13 Optional Extended Area Service

Extended Areas Calling Service is not available.

SECTION 4 – RATES (continued)

4.14 Extended Metro Service.

Extended Metro Service is not available.

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SECTION 4 – RATES (continued)

4.15 Reserved for future use.

4.16 Reserved for future use.

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SECTION 4 – RATES (continued)**4.17 Directory Assistance and Listing Services**

4.17.1 The following rates apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the directory assistance records of the Company.

One listing for each individual line service, auxiliary line or PBX system are provided at no additional charge to the Customer.

Rates for Additional Listings

The following rates and charges apply to additional listings requested by the Customer.

| Type of Listing | Monthly Charge | | Nonrecurring Charge | |
|--|----------------|----------|---------------------|----------|
| | Residential | Business | Residential | Business |
| - Each Additional Listing | \$5.40 | \$5.40 | \$0.00 | \$0.00 |
| - Alternate Listings | \$5.40 | \$5.40 | \$0.00 | \$0.00 |
| Additional Listing for Rotary Number Group | \$5.40 | \$5.40 | \$0.00 | \$0.00 |

These rates pertain to Customers who establish new service or to existing Customers who add or change their nights, Sundays or holidays' listings or listings indented under calling instructions.

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SECTION 4 - RATES (continued)**4.17 Directory Assistance and Listing Services (continued)****4.17.2 Nonpublished Service Rates and Charges**

Non-Published Service charge, per month: \$ 5.00

4.17.3 Nonlisted Service Rates and Charges

There is a monthly charge for each Nonlisted Service. This charges applies if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

Primary Nonlisted service charge, per month: \$2.50

Additional Nonlisted service charge, per month: \$2.50

*Nonrecurring charge applies when subsequent to initial installation.

4.18 Calling Card Services

The Company will replace lost or stolen cards quickly and at no charge to the Customer. Calls are billed in 60-second increments.

4.19 Blocking

The Non-Recurring Charge for each line of Blocking Service is \$ for options #1-#3. There is no Non-Recurring or Monthly Recurring Charge for options #4 or #5. The monthly rate of Blocking Service for options #1 - #3 is as follows:

| | Monthly Charge, each line |
|----------------|---------------------------|
| Residence line | \$ |
| Business line | \$ |

SECTION 4 – RATES (continued)**4.20 Miscellaneous Services****4.20.1 900/976 Restrict**

Nonrecurring charge \$4.50

4.20.2 Hunting Line Service

The following charges apply to each Standard Local Line Service line arranged for hunting.

| | <u>Monthly Business</u> | <u>Monthly Residential</u> | <u>Nonrecurring Charge</u> |
|----------------------|-----------------------------|--------------------------------|--------------------------------|
| Series Hunting | N/A | N/A | N/A |
| Circle Hunting | N/C | N/C | N/C |
| Preferential Hunting | N/A | N/A | N/A |

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SECTION 4 – RATES (continued)

4.21 Special Promotions

4.21.1 Promotional offerings, if any, are included in the Company's Tariff at pages 127.1 et seq.

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SECTION 4 - RATES (continued)**4.22 Presubscription Services****4.22.1 Presubscription Changes**

After a Customer's initial selection of a presubscribed toll carrier, any change in the Customer's intraLATA or interLATA carriers will incur a PIC change charge.

4.22.2 Presubscription Charges

| | <u>Monthly Rate</u> |
|-----------------------------------|---------------------|
| Primary Residential | \$5.50 |
| Non-Primary Residential | \$5.00 |
| Single Line Business | \$5.50 |
| Multi-Line Business | \$5.00 |
| ISDN | |
| BRI-per wire pair | \$4.50 |
| PRI-per service | \$4.00 |
| Centrex CO and | |
| Centrex CO - Like | |
| -Nine or more lines, per line | \$0.50 |
| -Eight or less lines, per service | \$1.00 |

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SECTION 4 - RATES (continued)**4.23 Operator Services****4.23.1 Directory Assistance**

A directory assistance charge applies per local directory assistance call. The directory assistance charge applies regardless of whether the directory assistance operator is able to supply the requested number.

| | |
|--|---|
| Each local directory assistance call | \$1.00 |
| Each directory assistance- call completion | \$ 1.50 plus applicable toll charges |

Per call charge

| | |
|-------------------------------------|--------|
| Customer dialed calling/credit card | \$2.50 |
| Operator dialed calling/credit card | \$3.50 |
| Operator Station | |
| Billed collect | \$3.25 |
| Billed to third party | \$3.50 |
| Billed to line | \$3.25 |
| Person-to-person | \$4.45 |
| Busy Line Verification | \$2.00 |
| Line Interruption | \$2.70 |

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SECTION 4 - RATES (continued)**4.24 Service Order, Change Charges and Conversion Charges (continued)****4.24.1 Non-Recurring Charges**

All services offered in this Tariff are subject to Service Order and change charges when the Customer requests new services or changes in existing services. Nonrecurring charges apply to the following: processing Service Orders for new service, changes to the Customer's primary Interexchange Carrier (PIC) code, conversion charges and expedited service requests.

| | <u>Residential #</u> | <u>Business #</u> |
|-----------------|----------------------|-------------------|
| Activation Fee | N/C | N/C |
| Delinquency Fee | 15% | 15% |
| Restoral Fee | \$35.00 | \$35.00 |

These rates do not include any Federal, State or Local sales taxes or fees.

| | <u>Nonrecurring Charges</u> | | <u>Business</u> |
|---|-----------------------------|------------------|-----------------|
| | <u>Business</u> | <u>Residence</u> | <u>Complex</u> |
| Service Order new service, per primary line | \$45.00 | \$45.00 | \$45.00 |
| Service Order, new service, per secondary line | \$35.00 | \$35.00 | \$35.00 |
| PIC change, per primary line, trunk or port | \$10.00 | \$10.00 | \$10.00 |
| PIC change, each additional line, trunk or port | \$10.00 | \$10.00 | \$10.00 |
| Central Office Access Charge | \$50.00 | \$50.00 | \$50.00 |
| Trip Charge 1 st hour | \$125.00 | \$125.00 | 125.00 |
| Trip Charge additional hour | \$100.00 | \$100.00 | 100.00 |

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SECTION 4 - RATES (continued)

4.25 Competitive Pricing Promotions

The Company may, at its discretion, match certain standard or promotional offerings of other companies in order to acquire new Customers or to retain existing Customers. The Customer must demonstrate to the Company's satisfaction that 1) an alternative Service offering is valid and currently available from a competing company and 2) the Customer intends to either subscribe or remain subscribed with the competing company.

4.26 Individual Case Basis Pricing

4.26.1 Individual Case Basis (ICB) Pricing is a service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer.

4.26.2 Rates, terms or conditions for Services may be determined on an Individual Case Basis and determined by contract between the Company and the Customer.

4.26.3 Customer-specific contracts may include, but are not limited to:

- (A) Central Office-based Services;
- (B) High Speed Private Line Services;
- (C) Customized Services that are unique because of size or configuration;
- (D) Customer volume or revenue commitments for which the Company must meet competitive demands of the marketplace
- (E) Any other Service for which the Company has authority to enter into Customer-specific contracts pursuant to the Commission's rules.

4.26.4 The Company will comply with the Commission's rules pertaining to ICB contracts.