

PLAN B COMMUNICATIONS OF VIRGINIA, INC.
d/b/a Spectrotel
d/b/a One Touch Communications
d/b/a Surfstone

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
GOVERNING THE PROVISION OF
FACILITIES BASED AND RESOLD LOCAL EXCHANGE
TELECOMMUNICATIONS SERVICES
WITHIN
THE COMMONWEALTH OF VIRGINIA

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of Competitive facilities-based and resold local exchange telecommunications services provided by Plan B Communications of VA, Inc., d/b/a Spectrotel, d/b/a One Touch Communications, d/b/a Surfstone to business customers to and from all points within the Commonwealth of Virginia. This Tariff is on file with the Virginia State Corporation Commission and copies may be inspected during normal business hours at Plan B Communications of Virginia, Inc. d/b/a Spectrotel, d/b/a One Touch Communications, d/b/a Surfstone's principal place of business, 3535 State Highway 66, Suite 7, Neptune, New Jersey 07753.

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Toll Free Number: 888-773-9722

Issued: August 8, 2008

Effective: August 15, 2008

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VAL0804

CHECK SHEET

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

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS
OF TECHNICAL TERMS USED IN THIS TARIFF

The following symbols shall be used in this tariff for the purpose indicated below:

C	To signify changed regulation.
D	To signify decreased rate or regulation.
I	To signify increased rate.
M	To signify a move in the location of text.
N	To signify new rate or regulation
R	To signify reduced rate.
S	To signify reissued matter.
T	To signify a change in text but no change in rate or regulation.

APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishings of competitive facilities-based and resold local exchange telecommunications' services provided by Plan B Communications of Virginia, d/b/a Spectrotel, also d/b/a One Touch Communications to business customers to and from all points within the Commonwealth of Virginia.

SECTION 1: DEFINITIONS

Access Line: A transmission path, which connects a subscriber location to the carrier's terminal location or switching center.

Account Code: Permits Centrex Stations and attendants to dial an account code number of up to eight (8) digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Advance Payment: Part or all of a payment required before the start of service.

Authorization Code: A numerical code, one or more of which is assigned to a subscriber to the Company to identify use of service on his account and to bill the subscriber accordingly for such service. Multiple authorization codes may be assigned to a subscriber to identify individual users or groups of users on their account.

Automatic Number Identification (ANI): Allows the automatic transmission of a carrier's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Bandwidth: The total frequency band, in hertz, allocated for a channel.

Bit: The smallest unit of information in the binary system of notification.

Call Back/Camp: Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

Call Forwarding Station: Allows calls directed to a station line to be routed to a user defined line inside or outside the Customer's telephone system.

Call Forwarding System: Permits calls attempting to terminate to a busy station line to be redirected to a predetermined line inside or outside the Customer's telephone system.

Call Forwarding Remote: This optional feature allows a user to activate/deactivate the Call Forwarding – All calls feature or change the forwarded to telephone number from a remote location.

Call Forwarding Busy: Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Don't Answer: Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Variable Limited: When this feature is activated by a station line user or the attendant, incoming calls to be activated station line or attendant position will be automatically routed to any other selected station line within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

SECTION 1: DEFINITIONS (Cont'd)

Call Forwarding Variable Unlimited: The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes on-hook.

Call Park: Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

Call Pickup: Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a customer group.

Call Transfer: Allows a station line user to transfer any established call to another station line inside or outside the customer group without the assistance of the attendant.

Call Waiting: Permits a line in the talking state to be altered by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The service provides a hold feature that is activated by a switch hook flash.

Commission: The Commonwealth of Virginia's State Corporate Commission.

Communication Services: The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company or Carrier: Plan B Communications of VA, Inc., d/b/a Spectrotel, also d/b/a One touch Communications, the issuer of this tariff.

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

Dedicated Access Lines ("DAL"): A group of leased lines which interconnect a switching system to a dedicated subscriber.

Dedicated Inbound Calls: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's Point of Presence ("POP"). This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

SECTION 1: DEFINITIONS (Cont'd)

Dedicated Outbound Lines: Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dual Pulse ("DP"): The pulse type employed by rotary dial station sets.

DID Trunk: A form of local switched access that provided the ability for an outside party to call an internal extension directly without the intervention of the company operator.

Digital Signal Level 1 ("DS-1"): A 1.544mbit/s signal (T1 Carrier).

Direct Inward Dial (DID): A service attribute that routes incoming calls directly to station by-passing a central answer point.

Direct Onward Dial ("DOD"): A service attribute that allows individual station users to access and dial outside number directly.

Disconnection: The disconnection of a circuit, dedicated access line or port connection being used for existing service.

Do Not Disturb: Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

DXS-1 Panel: Distribution equipment used to terminate and administer DS (1.544 mbps) circuits.

Dual Tone Multi-Frequency ("DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service which provides for simultaneous transmission in both directions.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

In Only: A service attributable that restricts outward dial access and routes incoming calls to a designated answer point.

Interconnection: The connection of telephone equipment to the network; also, the connection of one carrier with another, i.e., the interface between carriers.

Interexchange Service: Any of the Company's service offerings which provide switched communications between Local Exchange Carrier defined exchange service areas. Interexchange Services include, but are not limited to MTS, Toll Free Service and Other Service Arrangements.

Joint User: A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

SECTION 1: DEFINITIONS (Cont'd)

Kbps: Kilobits per second, denotes thousands of bits per second

Last Number Redial: Enables a station line user to redial the last called by use of an access code rather than dialing the entire number.

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

Local Exchange Carrier or ("LEC"): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Mbps: Megabits, denotes millions of bits per second.

Multi-Frequency ("MF"): An inter-machine pulse type used for signaling between telephone switches or between telephone switches and PBX/key systems.

Other Carrier: A person, firm, corporation, or entity regulated by the MDPU or the FCC which subscribes to carriers' communications services and facilities and resells these communications services and facilities to the public for a profit. Unless otherwise indicated herein, the term "other carrier" when used in this tariff includes entities which are brokers of the service (act as intermediaries for the purpose of reselling), those entities which are processors of the service (enhance the value of the service through substantial incurred costs) and those entities which are underlying carriers or providers of facilities.

Point of Presence ("POP"): Point at which responsibility for handling traffic changes over from the local telephone operating company to the interexchange carrier.

Premises: The space designated by a Subscriber as its place or places of business for termination of service (whether for its own communication needs or for its resale subscribers).

Primary InterLATA Carrier ("PIC"): Long distance carrier designated by a telephone subscriber to provide him with interLATA service without having to dial a special access code.

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

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network Services 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.

SECTION 1: DEFINITIONS (Cont'd)

Shared: A facility or equipment system or subsystem that can be used simultaneously by several customers.

Shared Inbound Calls: Refers to calls that are terminated via the Customer's LEC-provided local exchange access line.

Shared Outbound Calls: Refers to calls in Feature Group D exchanges whereby the Customer's local telephone lines are presubscribed by the local exchange company to the Company's outbound service such that "1 = 10-digit number" calls are automatically routed to the Company's network. Calls to stations within the Customer's LATA may be placed by dialing "10 + XXX = the 10 digit number".

Speed Calling: Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed-calling list is customer-changeable.

Station: Allows a station line user to add, change or delete telephone numbers from a speed-calling list. The list is dedicated to the individual station line user.

Subscriber-Provided Equipment: Terminal equipment, as defined herein, provided by a subscriber.

System: Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Terminal Equipment: Devices, apparatus and their associated wiring, such as teleprinters, telephone handsets, data sets or microprocessors.

T1: The basic 24-channel 1.544 Mbps pulse code modulation system as used in the United States.

Three-Way Calling: Allows a station line user to add a third party to an exiting conversation.

Two-Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

User or End User: A Customer, Joint User, or any other person authorized by Customer to use service provider under this tariff.

SECTION 2: REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the Commonwealth of Virginia.

Customers and users may use service and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2 Shortage of Equipment or Facilities

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.

2.1.3 Terms and Conditions

A. Service is provided on the basis of a minimum period of at least one (1) month, twenty-four (24) hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.

B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.

C. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

SECTION 2: REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

- D. Except as otherwise stated in this Tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then-current rates unless terminated by either party upon notice. If the contract was entered orally, similar means will be effective to terminate. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- E. Service may be terminated upon written notice to the Customer if:
- the Customer is using the service in violation of this tariff; or
 - the Customer is using the service in violation of the law.
- F. This tariff shall be interpreted and governed by the laws of the Commonwealth of Virginia without regard for its choice of law provision.
- G. Any other Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H. To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its' customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.

SECTION 2: REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

- A. Except as otherwise stated in this Tariff, the liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.7. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including, but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- C. The Company shall not be liable for:
 - 1. any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Network Services;
or
 - 2. the acts or omissions of common carriers or providers of associated services.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of equipment or facilities provided by the Customer or third parties.

SECTION 2: REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or persons(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4(E) as a condition precedent to such installations.
- F. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused negligence or willful misconduct of the Company's agents or employees.
- G. The Company shall be indemnified, defended and held harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, invasion of privacy or infringement of copyright in connection with the material transmitted over the Company's facilities; and 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 facilities.
- H. The Customer shall indemnify, defend, and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable counsel fees, for any injury to persons or property, and any interruption of, interference to, or other defect in any service provided by the Company to any third party, if such injury, interruption, interference, or other defect was not caused by any negligent or intentional act or omission of the Company or any of its officers, employees, agents, invitees, or contractors.
- I. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services in the month in which the event giving rise to the liability occurred. No action or proceeding against the Company shall be commenced more than three (3) years after the event giving rise to the liability occurred.

SECTION 2: REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- J. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

SECTION 2: REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to any individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, and attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

SECTION 2: REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. 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 trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - 2. the reception of signals by Customer-provided equipment; or
 - 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- G. Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but at the Customer's request extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

SECTION 2: REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.7 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors. Equipment furnished by the Company on the premises of a subscriber is the property of the Company.

2.1.8 Universal Emergency Telephone Number Service (911 Service)

Universal Emergency Telephone Number Service (911 Service) allows customers to reach appropriate emergency services including police, fire and hospital medical services. 911 has the ability to selectively route an emergency call to the primary 911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the customer's address and telephone information will be displayed to the person handling the 911 call.

- A. This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.
- B. 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- C. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- D. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

SECTION 2: REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.8 Universal Emergency Telephone Number Service (911 Service)

- E. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, of (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
- F. The Company assumes no liability for any infringement, or invasion of any right of privacy or any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. The Public Safety Agency agrees, except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. The Public Safety Agency also agrees to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

SECTION 2: REGULATIONS (Cont'd)

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant State laws and Commission regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4 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.

SECTION 2: REGULATIONS (Cont'd)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. damages to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company 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: REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company 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.
- B. To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for: (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party; and (3) any liability incurred by the Company to any third party pursuant to his 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.

SECTION 2: REGULATIONS (Cont'd)

2.3 Obligations of the Customer: (Cont'd)

2.3.2 Liability of the Customer: (Cont'd)

- C. 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 either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A. Terminal equipment on the User's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Correction.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

SECTION 2: REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communications Services may be connected to the services or facilities of other communications carriers only when authorized by and in accordance with the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1998 edition).

2.4.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action, as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

SECTION 2: REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.5 Network Interface Device

The Network Interface Device ("NID") is the Company-provided interface terminating the telecommunications network, on the property where the customer's service is located, at a point determined by the Company. The NID is a FCC Part 68 registered jack from which customer inside wire may be connected to the Company's network. The Part 68 registered jacks are: RJ1DC, RJ11C/W, RJ14C/W, RJ14X, RJ15C, RJ17C, RJ18C/W, RJ2DX, RJ2EX, RJ2FX, RJ2GX, RJ2HX, RJ2MB, RJ21X, RJ25C, RJ26X, RJ27X, RJ31M, RJ31X, RJ38X, RJ4MB, RJ41M, RJ41S, RJ45M, RJ45S, RJ48C, RJ48H, RJ48M, RJ48S, RJ48T, RJ48X, RJ61X, RJ71C. All wiring on the customer's premises that is connected to the telephone network shall connect to the Company's network through the Company provided NID. The Company is responsible for maintenance of the NID. The NID used for the termination of CPW shall be located outside the customer premises unless an outside location is impractical or the customer requests that it be located inside the premises. When the NID is located inside the premises, it shall be located at a point closest to the protector that is convenient to the Customer. Any additional cost associated with placing the NID outside when requested by the customer shall be at the customer's expense. For installation in multi-story or multi-company buildings, the NID shall be located at a point between the CPW and the telephone company network. This location may be the telephone equipment room, wiring closet, inside or outside the customer premises, or other designated location that is accessible to the Customer. If a customer requests that the NID be placed in a location other than that selected by the Company the customer must pay any additional expense associated with placing the NID in the location requested by the customer.

SECTION 2: REGULATIONS (Cont'd)

2.5 Customer Equipment Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to two (2) months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.5.2 Deposits

- A. The Company may require the Customer to make a deposit to protect against uncollectible accounts. The maximum amount of any deposit shall not exceed the equivalent of the customer's estimated liability for two months usage. Payment of a deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.
- B. A deposit may be required in addition to an advance payment.
- C. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- D. The Company will pay interest on deposits held longer than 90 days, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Commission shall notify the Company in January of each year of the interest rate prevailing for that year.
- E. At the option of the Customer making a security deposit, the Company shall annually make either direct payment to the Customer of all accrued interest, or shall credit same to the Customer's account. Customer deposits may be refunded by a utility at any time. Residential Customer's deposits should not be held longer than one year and all other deposits should not be held longer than two years provided the Customer has established satisfactory credit during the period.

SECTION 2: REGULATIONS (Cont'd)

2.5 Customer Equipment Deposits and Advance Payments (Cont'd)

2.5.2 Deposits (Cont'd)

- F. When the Company requires a deposit from any residential Customer, said Customer shall be permitted to pay it in three consecutive equal monthly installments whenever the total amount of the required deposit exceeds the sum of forty dollars (\$40.00). Provided, however, that the Company shall have the discretion to allow payment of any deposit (more or less than \$40.00) over a longer period of time to avoid undue hardship.

2.6 Payment Arrangements

2.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer. The Customer is responsible for payment of any sales, use, excise, access or other local, state and federal taxes, 911 Tax, Rights of Way, TRS, LNP Fees, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services. All identified taxes, surcharges and fees will be billed as separate line items.

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. Non-recurring charges are due and payable from the customer within 21 days after the invoice date, unless otherwise agreed to in advance. (C)
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 21 days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods. (C)
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day after the Company notifies the Customer that the service of facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

SECTION 2: REGULATIONS (Cont'd)

2.6 Payment Arrangements (Cont'd)

2.6.2 Billing and Collection of Charges (Cont'd)

- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company, in funds which are not immediately available upon presentment, then a late payment penalty may be due to the Company. Then late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the unpaid amount minus any charges billed as local taxes multiplied by 1.5 percent.
- F. The Customer will be assessed a charge of twenty dollars (\$20.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G. Customers have up to ninety (90) days (commencing five (5) days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- H. If service is disconnected by the Company in accordance with Section 2.6.3 following and later restored, restoration of service will be subject to all applicable installation charges.

2.6.3 Discontinuance of Service

- A. The Company may discontinue service without notice for any of the following reasons:
 - 1. If a Customer or User causes or permits any signals or voltages to be transmitted over the Company's network in such a manner as to cause a hazard or to interfere with Company's service to others.
 - 2. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring liability.
 - 3. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring liability.

SECTION 2: REGULATIONS (Cont'd)

2.6 Payment Arrangements (Cont'd)

2.6.3 Discontinuance of Service (Cont'd)

A. (Cont'd)

4. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs as set forth in Section 2.9 of this tariff. The Customer will also be responsible for payment of any reconnection charges.

B. Non-payment of noncompetitive tariffed services, regulated by the Virginia State Corporation Commission, billed on a customer's local service account may result in disconnection of that customer's local telephone service. Examples of services which non-payment of will not result in the disconnection of local service are: toll services (inter or intraLATA), voice mail, Internet, paging and any charges not billed on behalf of the Company, i.e., charges billed for long distance carriers and non-telecommunications carriers; and federally-imposed customer charges and taxes (and certain state and local charges and taxes) such as the subscriber line charge, local number portability charge, and E911 tax. The Company will note on the customer bill those items that non-payment of may lead to disconnection of local telephone service.

The Company will not terminate the customer's local service for non-payment of regulated noncompetitive tariffed services without first giving the customer ten (10) days written notice.

C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

D. Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, 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, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six (6) percent).

SECTION 2: REGULATIONS (Cont'd)

2.6 Payment Arrangements (Cont'd)

2.6.4 Notice to Company for Cancellation of Service

- A. Customers desiring to terminate service may provide the Company notice of desire to terminate service. Notices should be sent to:

Plan B Communications of Virginia, Inc.
d/b/a Spectrotel d/b/a One Touch Communications d/b/a SurfTone
3535 State Highway 66, Suite 7
Neptune, New Jersey 07753

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- B. Customers may also give consent to terminate service orally via telephone to the Company's Customer Service Department.

2.6.5 Cancellation of Application for Service

- A. The Customer can cancel provided the Customer pursues cancellation charges as appropriate. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 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, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six (6) percent).
- C. Where the Company incurs any expense in connection with special construction, Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

SECTION 2: REGULATIONS (Cont'd)

2.6 Payment Arrangements (Cont'd)

2.6.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premise locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6.7 Backbilling Procedure

The Company will not include on subscriber's bill any previously unbilled charge for service furnished prior to three (3) years immediately preceding the date of the bill, except as specified below.

2.6.8 Establishing and Re-establishment of Credit

The Company reserves the right to examine the credit record of all applicants and subscribers. A subscriber whose service has been discontinued for nonpayment of bills will be required to pay any unpaid balance due to the Company and to re-establish credit.

SECTION 2: REGULATIONS (Cont'd)

2.6 Payment Arrangements (Cont'd)

2.6.9 Billing Disputes

A. General

All bills are presumed accurate, and shall be binding of the Customer unless notice of the disputed charge(s) is received by the Company within ninety (90) days (commencing five (5) days after such bill have been mailed or otherwise rendered per the Company's normal course of business).

For the purposes of this section, "notice" can be either verbal or written notice to the Company. However, the Company can require further information in writing that may be needed for billing dispute resolution purposes, such as sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B. Late Payment Charge

1. The undisputed portions of the bill must be paid by the payment due date, or if paying by mail the payment must be posted on the due date to avoid assessment of a late payment charge on the undisputed amount under Section 2.6.2(E), preceding.
2. In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
3. In the event that a billing dispute is resolved in favor of the Company, and the re-billed amount is not paid by the required due date a late payment charge shall apply on that amount.

SECTION 2: REGULATIONS (Cont'd)

2.6 Payment Arrangements (Cont'd)

2.6.9 Billing Disputes (Cont'd)

C. Adjustments or Refunds to the Customer

1. In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
2. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
3. In the event that the Company resolves a billing dispute in favor of a Customer who has paid the total amount of the disputed bill but cancelled the service, the Company will issue a refund of any overpayment by the Customer.
4. All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of the compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement and/or compromise of all of the Customer's claims for the billing period for which the adjustments or refund was issued.

SECTION 2: REGULATIONS (Cont'd)

2.6 Payment Arrangements (Cont'd)

2.6.9 Billing Disputes (Cont'd)

D. Unresolved Billing Disputes:

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to ninety (90) days (commencing five (5) days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following action:

1. First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
2. Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

VSCC -- Communications Division
Tyler Building -- 9th Floor
1300 E. Main Street
Richmond, Virginia 23219

or

VSCC -- Communications Division
P.O. Box 1197
Richmond, Virginia 23218

Toll Free Number: 1-800-552-7945

SECTION 2: REGULATIONS (Cont'd)

2.7 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff.

2.7.1 Credit for Interruptions

- A. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative, and turned up to the customer. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- B. For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- C. A credit allowance will be given, upon request of the Customer to the business office, for interruptions of thirty (30) minutes or more. Credit allowances will be calculated as follows:
 - 1. If interruption continues for less than twenty-four (24) hours:
 - (a) 1/30th of the monthly rate if it is the first interruption in the same billing period.
 - (b) 2/30ths of the monthly rate if there was a previous interruption of at least twenty-four (24) hours in the same billing period.

SECTION 2: REGULATIONS (Cont'd)

2.7 Allowances for Interruptions in Service (Cont'd)

2.7.1 Credit for Interruptions (Cont'd)

C. (Cont'd)

2. If interruption continues for more than twenty-four (24) hours:

- (a) if caused by storm, fire, flood or other conditions out of the Company's control, 1/30th of the monthly rate for each twenty-four (24) hours of interruption.
- (b) for Other interruptions, 1/30th of the monthly rate for the first twenty-four (24) hours and 2/30ths of such rate for each additional twenty-four (24) hours (or fraction thereof); however, if service is interrupted for over twenty-four (24) hours, more than once in the same billing period, the 2/30ths allowance applies to the first twenty-four (24) hours of the second and subsequent interruptions.

Two (2) or more interruptions of fifteen (15) minutes or more during any one (1) twenty-four (24) hour period shall be considered as one (1) interruption.

D. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

E. "Interruption Defined"

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls, either incoming or outgoing or both, due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the tariff, suspends or terminates service because of non payment of bills due to the Company, unlawful or improper use of the facilities or service, or any other reason covered by the tariff. No allowances shall be made for interruptions due to electric power failure where, by the provisions of this tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

SECTION 2: REGULATIONS (Cont'd)

2.7 Allowances for Interruptions in Service (Cont'd)

2.7.2 Limitations on Allowances

No credit allowances will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. due to circumstances or causes beyond the control of Company; and
- H. that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.7.3 Use of Another Means of Communications

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

SECTION 2: REGULATIONS (Cont'd)

2.8 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1), Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

Upon cancellation or termination of service hereunder, Customer will make service available for removal, which will be accomplished by the Company in a careful and reasonably expeditious fashion. If Customer does not make the service or equipment available for removal by the Company, then in addition to all other remedies at law or equity available to the Company, all obligations of Customer will remain in force and effect until removal is accomplished. Customer will continue to pay charges for services during such period.

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- A. all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C. all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at 8% per year;
- D. the reasonable removal of all equipment specially ordered to service customers, including: crating, shipping and insurance charges to the Company if the Company can utilize the equipment.

SECTION 2: REGULATIONS (Cont'd)

2.9 Customer Liability for Unauthorized Use of the Network

2.9.1 Unauthorized Use of the Network

Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services under this tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this tariff, or uses specific services that are not authorized.

SECTION 2: REGULATIONS (Cont'd)

2.10 Use of Customer's Service by Others

2.10.1 Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable State laws or Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.10.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

SECTION 2: REGULATIONS (Cont'd)

2.11 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties, subject to any Commission approval required under Chapter 5 of Section 56 of the Virginia Code.

- 2.11.1 to any subsidiary, parent company or affiliate of the Company; or
- 2.11.2 pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.11.3 pursuant to any financing, merger or reorganization of the Company.

2.12 Notices and Communications

- 2.12.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.12.2. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.12.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever comes first.
- 2.12.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

SECTION 2: REGULATIONS (Cont'd)

2.13 Classification of Customers and Users

2.13.1 The determination as to whether telephone service should be classified as Business or Residence is based on the character of the use to be made of the service. Service is classified as business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, service is classified as residence service if installed in a residence.

2.13.2 Business rates apply at the following locations, among others:

- A. In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals and other business establishments.
- B. In the residence of a practicing physician, dentist, veterinarian, surgeon or other medical practitioner who has no service at business rates at another location.
- C. In any residence location where there is substantial business use of the service and the customer has no service elsewhere at business rates.
- D. At the customer's request, a directory listing is provided in the business section of the directory.

2.13.3 Residence Rates Apply at the following locations, among others:

- A. Private residences; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the service is confined to the domestic use of the customer and listings of a business character are not furnished.
- B. In the residence of a practicing physician, dentist, veterinarian, surgeon or other medical practitioner provides that such residence is not a part of an office building and provided the customer has service charged for at business rates at another location.

SECTION 3: APPLICATIONS OF RATES

3.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

3.2 Charges Based on Duration of Use

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

- A. Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- B. Timing on completed calls begins when the called party answers the call. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any immediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C. Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D. Calls originating in one time period and terminating in another will be billed in the originating in time period.
- E. All times refer to local time.

3.3 Restrictions

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

SECTION 3: APPLICATIONS OF RATES (Cont'd)

3.4 Time of Day Rate Periods

3.4.1 For time of day, usage sensitive services, the following rate periods apply unless otherwise specified in this tariff:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						EVE
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

* Up to but not including.

Peak - 8:00 AM to, but not including 8:00 PM M-F (excluding holidays)

Off-Peak - All other times.

3.4.2 Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

3.4.3 For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day	January 1
Memorial Day	As Federally Observed
Independence Day	July 4
Thanksgiving Day	As Federally Observed
Christmas Day	December 25

SECTION 3: APPLICATIONS OF RATES (Cont'd)

3.5 Rates Based Upon Distance

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

- A. Distance between two points is measure as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Telcordia, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone associated with an access line on the Company's network (such as a dedicated Toll Free Service or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number. The V&H's can be obtained from either the Company or national publications such as Telcordia and NECA.
- B. The airline distance between any two rate centers is determined as follows:
1. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center from the above-referenced Bellcore document.
 2. Obtain the difference between the "V" coordinates and the "H" coordinates of the two rate centers.
 3. Divide the differences obtained in (2) by three, rounding each quotient to the nearer integer.
 4. Square the two integers and calculate the sum of the two squares.
If the sum of the squares is greater than 1777, divide the integers obtained in (3) by three and repeat step (4). Repeat this process until the sum of the squares obtained in (4) is less than 1778.
 5. The number successive divisions by three in steps (3) and (4) determines the value of "N". Multiply the final sum of the two squares obtained in step (4) by the multiplier specified in the following table for this value of "N": preceding:

<u>N</u>	<u>Multiplier</u>	<u>Minimum Rate Mileage</u>
1	0.9	-
2	8.1	41
3	72.9	121
4	656.1	361

6. Obtain the square root of product in (5) and, with any resulting fraction, round up to the next higher integer. This is the message rate mileage except that when the mileage so obtained is less than the minimum rate shown in (5) preceding, the minimum rate mileage corresponding to the "N" value is applicable.

SECTION 4: SERVICE AREAS

4.1 Exchange Access Service Areas

Exchange Access Service Areas (EASA) are provided (Pursuant to Section 5.1) in limited geographic areas where the Company maintains facilities.¹

4.2 Calling Areas

Geographically defined Local Calling Areas are associated with each Exchange Access Service provided pursuant to Section 5.1. Exchange Access Services designations are as listed in Section 4.4 following. The Company will offer service to these Local Callings Areas on a nondiscriminatory basis where facilities exist.

4.3 Determination of Rate Groups

Determination of Rate Groups² are defined as listed in Section 4.4 column 3 following. The Company will offer services to these Rate Groups on a nondiscriminatory basis where facilities exist.

¹ Full service versions of the Company's Exchange Access Services will be provided to Customers, at Customer premises located in these areas pursuant to this tariff to the extent that: (a) the Company has in place and available network facilities extending to such premises; or (b) the Customer's premises is served by Verizon-Virginia or another telephone company wire center at which the Company maintains a collocation arrangement and is able to reasonably employ such arrangement to interconnect to unbundled exchange link facilities which the Company, in its sole discretion, judges to be of a type, grade, technical specification, quality and quantity sufficient to, and offered under conditions consistent with, the delivery of such services.

² Rates for all Rate Groups are set forth in Section 5.

SECTION 4: SERVICE AREAS (Cont'd)

4.4 Exchange Access Service Areas

Exchange or Zone	Exchanges and Zones Included in Local Calling Area	Rate Group
Alexandria-Arlington	All zones of the WMEA, Arcola*, Braddock, Dulles*, Dulles Metro*, Engleside, Herndon, Leesburg, Lorton*, Lorton Metro*	8
Bent Mountain	Amelia*, Ashland, Bethia, Chester, Dinwiddie, Manakin, Mechanicsville, Midlothian, Petersburg, Powhatan, Richmond, Rockville, Sandston, Varina	6
Blacksburg	Blacksburg, Christiansburg, Dublin, Pearisburg, Radford, Salem, Shawsville	6
Braddock	Alexandria-Arlington, Arcola*, Braddock, Dale City*, Dulles*, Dulles Metro*, Engleside, Fairfax - Vienna, Falls Church - McLean, Herndon, Leesburg, Lorton*, Lorton Metro*, Manassas*, Washington, D.C.*	8
Chester	Ashland, Bethia, Chester, Enon, Hopewell, Manakin, Mechanicsville, Midlothian, Petersburg, Richmond, Rockville, Sandston, Varina	7
Christiansburg	Alum Ridge* , Blacksburg, Christiansburg, Dublin, Locust Grove*, Radford, Roanoke, Salem, Shawsville	6
Crows-Hematite	Clifton Forge*, Covington*, Crows-Hematite, White Sulphur Springs, W. Va.*	3
Danville	Axton*, Bachelors Hall*, Chatham, Danville, Gatewood, N.C.* , Milton, N.C.* , Whitmell*	5
Engleside	Alexandria-Arlington, Braddock, Dulles*, Dulles Metro*, Engleside, Fairfax-Vienna, Falls Church-McLean, Herndon, Lorton*, Lorton Metro*, Occoquan*, Washington, D.C.*	8
Enon	Charles City, Chester, Claremont*, Enon, Hopewell, Petersburg, Varina	7

SECTION 4: SERVICE AREAS (Cont'd)

4.4 Exchange Access Service Areas: (Cont'd)

Exchange or Zone	Exchanges and Zones Included in Local Calling Area	Rate Group
Fairfax-Vienna Zone	All zones of the WMEA, Arcola*, Braddock, Dulles*, Dulles Metro*, Engleside, Herndon, Leesburg, Lorton*, Lorton Metro*	8
Falls Church-McLean Zone	All zones of the WMEA, Arcola*, Braddock, Dulles*, Dulles Metro*, Engleside, Herndon, Leesburg, Lorton*, Lorton Metro*	8
Fredericksburg	Brokenburg, Chancellor*, Fredericksburg, Hartwood, King George*, Port Royal*, Spotsylvania, Stafford*	6
Hampton	All Zones of the NNMEA Zone, Chuckatuck*, Crittenden*, Gloucester*, Great Bridge*, Hayes*, Hickory*, Norfolk-Va. Beach Zone, Princess Anne*, Portsmouth Zone*, Smithfield*, Surry*, Suffolk, Toano, Williamsburg, Windsor*	7
Herndon	Alexandria-Arlington, Arcola*, Braddock, Dulles*, Dulles Metro*, Engleside, Fairfax-Vienna, Falls Church-McLean, Herndon, Leesburg, Lorton*, Lorton Metro*, Washington, D.C.*	8
Hopewell	Charles City, Chester, Claremont*, Disputanta*, Enon, Hopewell, Petersburg, Waverly	8
Mechanicsville	Ashland, Bethia, Chester, Hanover*, Manakin, Mechanicsville, Midlothian, Old Church*, Providence Forge, Richmond, Rockville, Sandston, Varina	7
Midlothian	Amelia*, Ashland, Bethia, Chester, Manakin, Mechanics -ville, Midlothian, Powhatan, Richmond, Rockville, Sandston, Varina	7
Montvale	Bedford, Buchanan, Montvale, Roanoke, Salem, Stone Mountain	6

SECTION 4: SERVICE AREAS (Cont'd)

4.4 Exchange Access Service Areas: (Cont'd)

Exchange or Zone	Exchanges and Zones Included in Local Calling Area	Rate Group
Newport News Zone	Chuckatuck*, Crittenden*, Gloucester*, Great Bridge*, Hayes*, Hickory*, All zones of the NNMEA, Norfolk-Va. Beach Zone, Portsmouth Zone, Princess Anne*, Smithfield*, Surry*, Suffolk, Toano, Williamsburg, Windsor*	7
Norfolk-Virginia Beach Zone	All zones of the NMEA, Cape Charles, Chuckatuck*, Crittenden*, Franklin*, Holland*, Knotts Is., N.C.*, All zones of the NNMEA, Smithfield*, Suffolk, Whaleyville, Windsor*	7
Norton	Appalachia, Big Stone Gap, Coeburn, Norton, Pound, Wise	4
Peninsula Zone	All zones of the NNMEA, Chuckatuck*, Crittenden*, Gloucester*, Great Bridge*, Hayes*, Hickory*, Norfolk-Va. Beach Zone, Portsmouth Zone, Princess Anne*, Smithfield*, Suffolk, Surry*, Toano, Williamsburg, Windsor*	7
Poquoson Zone	Chuckatuck*, Crittenden*, Gloucester*, Great Bridge*, Hayes*, Hickory*, All zones of the NNMEA, Norfolk-Va. Beach Zone, Portsmouth Zone, Princess Anne*, Smithfield*, Suffolk, Surry*, Toano, Williamsburg, Windsor*	7
Portsmouth Zone	All zones of the NMEA, All zones of the NNMEA, Cape Charles, Chuckatuck*, Crittenden*, Franklin*, Holland*, Knotts Is., N.C., Smithfield*, Suffolk, Whaleyville, Windsor*	7
Pulaski	Dublin, Pearisburg, Pulaski, Radford	3
Radford	Blacksburg, Christiansburg, Dublin, Pearisburg, Pulaski, Radford	6
Richmond S.E. N.E. S.W. N.W.	Amelia*, Ashland, Bethia, Chester, Goochland, Hanover*, Manakin, Mechanicsville, Midlothian, Old Church*, Powhatan, Providence Forge, Richmond, Rockville, Sandston, Varina	7

SECTION 4: SERVICE AREAS (Cont'd)

4.4 Exchange Access Service Areas: (Cont'd)

Exchange or Zone	Exchanges and Zones Included in Local Calling Area	Rate Group
Sandston	Ashland, Bethia, Chester, Manakin, Mechanicsville, Midlothian, Providence Forge, Richmond, Rockville, Sandston, Varina	7
Shenandoah Park	Criglersville, Luray*, Madison, Shenandoah Park, Sperryville, Stanley*	3

Multizone Exchanges

- a. The Newport News Metropolitan Exchange Area (NNMEA) embraces Newport News and certain suburban areas. The NNMEA comprises zones designated as follows: Hampton, Newport News, Peninsula and Poquoson.
- b. The Norfolk Metropolitan Exchange Area (NMEA) embraces Norfolk and certain suburban areas. The NMEA comprises zones designated as follows: Norfolk-Virginia Beach and Portsmouth, which are served by this Company; Princess Anne, Great Bridge and Hickory, which are served by Verizon South, Inc.
- c. The Washington Metropolitan Exchange Area (WMEA) embraces the District of Columbia and certain suburban areas in Virginia and Maryland. The WMEA comprises zones designated as follows: Alexandria-Arlington (Va.), Berwyn (Md.), Bethesda (Md.), Bowie-Glenn Dale (Md.), Capitol Heights (Md.), Clinton (Md.), Fairfax-Vienna (Va.), Falls Church-McLean (Va.), Hyattsville (Md.), Kensington (Md.), Layhill (Md.), Marlboro (Md.), Oxon Hill (Md.), Rockville (Md.), Silver Spring (Md.) and Washington (D.C.).

SECTION 5: LOCAL EXCHANGE ACCESS SERVICE

5.1 General

Local Exchange Access Service provides a Customer with a telephone connection and a unique telephone number address on the public switched telecommunications network. Each Local Exchange Access Service enables users to:

- A. place or receive calls to any calling station in the local calling area;
- B. access other services offered by the Company as set forth in this tariff;
- C. access certain interstate and international calling services provided by the Company;
- D. access (at no additional charge) the Company's operators and business office for service related assistance;
- E. access (at no additional charge) emergency services (E911) by dialing 0 or 9-1-1;
- F. access services provided by other common carriers which purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or which maintain other types of traffic exchange arrangements with the Company;
- G. option (at no additional charge) to block originating calls to other telephone companies' caller-paid information services (e.g., 700/900, etc);
- H. access to telephone relay services;
- I. access to operator services; and
- J. one (1) free white page directory listing per billing telephone number.

Each Local Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the Customer's premises.

SECTION 5: LOCAL EXCHANGE ACCESS SERVICE (Cont'd)

5.2 Business Local Exchange Service

5.2.1 General

Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Business Local Exchange Service lines or trunks are provided for connection to Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line or trunk hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines or trunks are provided. PBX Trunks are available to Customers as inward, outward or two-way combination trunks where services and facilities permit.

Service is available on a measured, message or flat rate basis.

Recurring charges for Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line or trunk. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

SECTION 5: LOCAL EXCHANGE ACCESS SERVICE (Cont'd)

5.2 Business Local Exchange Service (Cont'd)

5.2.2 Monthly Recurring Charges

The following charges apply to Basic Local Exchange Service lines per month. The rates and charges below apply to service provided on a month-to-month basis. Charges for monthly usage options apply in addition to the charges for exchange access lines.

A. Individual Exchange Access Lines, Per Line

Non-recurring and monthly recurring charges per Basic Local Exchange Line apply as follows. A Service Order charge also applies per Customer order.

Rate Group	Standard Monthly Rate	Non-Recurring Line Connect Charge
Group 1*	\$11.70	\$27.50 (I)
Group 2*	\$11.48	\$27.50 (I)
Group 3*	\$11.25	\$27.50 (I)
Group 4*	\$11.03	\$27.50 (I)
Group 5	\$11.25	\$27.50 (I)
Group 6	\$11.25	\$27.50 (I)
Group 7	\$11.25	\$27.50 (I)
Group 8	\$11.25	\$27.50 (I)

B. Basic Trunk Service, Per Trunk

The following rates apply to all PBX Trunks provided by the Company, regardless of the number required by the Customer. No additional charge applies for trunks configured in a hunting arrangement. Charges for monthly usage options apply in addition to the charges for trunk lines.

Non-recurring and monthly recurring charges per Business Local Exchange Line apply as follows. A Service Order charge also applies per Customer order.

Rate Group	Standard Measured Rate	Non-Recurring Charge
Group 1*	\$11.70	\$27.50 (I)
Group 2*	\$11.48	\$27.50 (I)
Group 3*	\$11.25	\$27.50 (I)
Group 4*	\$11.03	\$27.50 (I)
Group 5	\$11.25	\$27.50 (I)
Group 6	\$11.25	\$27.50 (I)
Group 7	\$11.25	\$27.50 (I)
Group 8	\$11.25	\$27.50 (I)

*Grandfathered to existing Customers of record at existing locations without modification as of August 11, 2007.

SECTION 5: LOCAL EXCHANGE ACCESS SERVICE (Cont'd)

5.2 Business Local Exchange Service (Cont'd)

5.2.3 Usage Sensitive Charges and Allowances

A. Measured Rate Service

Measured Rate Service provides for calling within the local calling areas on a per minute basis. Accumulation of local usage time for measured service is done on a per second basis. At the end of the customer's billing period, the sum of accumulated seconds is rounded to the next higher minute.

Individual Exchange Access Lines or Basic Trunks with Measured Rate Service:

Rate per Minute	Day 1st Minute	Day Additional Minutes	Evening 1st Minute	Evening Additional Minutes	Night 1st Minute	Night Additional Minutes
	\$0.0280	\$0.0160	\$0.0168	\$0.0096	\$0.0112	\$0.0064
0-8 miles	\$0.0400	\$0.0200	\$0.0240	\$0.0120	\$0.0160	\$0.0080
9-13 miles						
14-18 miles	\$0.0510	\$0.0270	\$0.0306	\$0.0162	\$0.0204	\$0.0108
19-23 miles	\$0.0600	\$0.0320	\$0.0360	\$0.0192	\$0.0240	\$0.0128
24-28 miles	\$0.0730	\$0.0370	\$0.0438	\$0.0222	\$0.0292	\$0.0148
29-38 miles	\$0.0840	\$0.0440	\$0.0504	\$0.0264	\$0.0336	\$0.0176
39-48 miles	\$0.0950	\$0.0480	\$0.0570	\$0.0288	\$0.0380	\$0.0192

B. Message Rate Service

Message Rate Service provides for calling within the local calling areas on a per call basis. Each message is charged for at a single rate for an un-timed call.

Individual Exchange Access Lines, with Message Rate Service, Per Un-timed Message \$0.089 (I)

Basic Trunks, with Message Rate Service, Per Un-timed Message \$0.089 (I)

SECTION 5: LOCAL EXCHANGE ACCESS SERVICE (Cont'd)

5.2 Business Local Exchange Service (Cont'd)

5.2.3 Usage Sensitive Charges and Allowances: (Cont'd)

C. Unlimited Service

Unlimited local calling provides for calling within the local calling areas on a monthly Flat Rate basis. Rates are in addition to exchange access line and trunk charges listed in section 5.2.2 preceding.

Monthly recurring charge for Unlimited Service on Individual Exchange Access Lines:

Rate Group	Rate	(T)
Group 1*	\$11.92	
Group 2*	\$15.50	(T)
Group 3*	\$18.88	
Group 4	\$22.25	
Group 5	\$25.30	
Group 6	\$28.69	
Group 7	\$32.16	
Group 8	\$35.85	

Monthly recurring charge for Unlimited Service on Individual Trunk Lines:

Rate Group	Rate	(T)
Group 1*	\$20.87	
Group 2*	\$27.13	(T)
Group 3*	\$33.04	
Group 4	\$37.26	
Group 5	\$44.27	
Group 6	\$50.20	
Group 7	\$56.29	
Group 8	\$67.01	

*Grandfathered to existing Customers of record at existing locations without modification as of August 11, 2007. (N)
(N)

SECTION 5: LOCAL EXCHANGE ACCESS SERVICE (Cont'd)

5.3 Direct Inward Dialing (DID) Trunk Service

5.3.1 General

DID Trunk Service provides a Customer with single, voice-grade telephonic communications channel which can be used to receive incoming calls one (1) call at a time. DID Trunk Service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID number blocks are listed in section 6.8 and apply in addition to the DID Trunk charges listed below.

5.3.2 Rates

Monthly Recurring and Non-Recurring charges per DID Trunk apply as follows:

	MRC	NRC
DID Trunk Termination (each trunk equipped)	\$10.25 ³	\$84.00

³ In addition, rates and charges apply as specified for trunks in Section 5.2.2.

SECTION 5: LOCAL EXCHANGE ACCESS SERVICE (Cont'd)

5.4 Residential Local Exchange Service

5.4.1 General

Residential Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Residential Local Exchange Service lines or trunks are provided for connection to Customer-provided wiring, telephones, facsimile machines or other station equipment.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines or trunks are provided. Service is available on a flat rate basis only.

Recurring charges for Residential Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line or trunk. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

SECTION 5: LOCAL EXCHANGE ACCESS SERVICE (Cont'd)

5.4 Residential Local Exchange Service (Cont'd)

5.4.2 Monthly Recurring Charges

The following charges apply to Basic Local Exchange Service lines per month. The rates and charges below apply to service provided on a month-to-month basis. Charges for unlimited local calling are included in the charges for exchange access lines. Unlimited local calling provides for calling within the local calling areas on a monthly Flat Rate basis.

A. Individual Exchange Access Lines, Per Line*

Non-recurring and monthly recurring charges per Basic Local Exchange Line apply as follows. A Service Order charge also applies per Customer order.

Rate Group	Standard Monthly Rate	Non-Recurring Line Connect Charge
Group 1	\$5.00	\$21.22 (I)
Group 2	\$5.00	\$21.22 (I)
Group 3	\$5.00	\$21.22 (I)
Group 4	\$5.00	\$21.22 (I)
Group 5	\$5.00	\$21.22 (I)
Group 6	\$5.00	\$21.22 (I)
Group 7	\$5.00	\$21.22 (I)
Group 8	\$5.00	\$21.22 (I)

*Grandfathered to existing Customers of record at existing locations without modification as of August 11, 2007.

SECTION 5: LOCAL EXCHANGE ACCESS SERVICE (Cont'd)

5.4 Residential Local Exchange Service (Cont'd)

5.4.3 Usage Sensitive Charges and Allowances:

A. Unlimited Service*

(T)

Unlimited local calling provides for calling within the local calling areas on a monthly Flat Rate basis. Rates are in addition to exchange access line and trunk charges listed in section 5.2.2 preceding.

Monthly recurring charge for Unlimited Service on Individual Exchange Access Lines:

Rate Group	Rate
Group 1	\$3.51
Group 2	\$5.12
Group 3	\$5.89
Group 4	\$6.57
Group 5	\$6.91
Group 6	\$7.64
Group 7	\$8.59
Group 8	\$9.33

*Grandfathered to existing Customers of record at existing locations without modification as of August 11, 2007.

(N)
(N)

SECTION 6: SUPPLEMENTAL SERVICES

6.1 Optional Calling Features

The features in this section are made available to Business Customers 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 for all uses in some cases.

6.1.1 Feature Descriptions

Anonymous Call Rejection: Allows Customer to reject calls from callers who use per-call blocking or line blocking. The telephone will not ring, and no record of an incoming call will appear on the Customer's display unit. This feature is inherent with Caller ID.

Call Block: Allows the end-user to automatically block incoming calls from up to six (6) 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's screening list.

Call Forwarding - Busy Line: 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 - Don't Answer: 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.

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 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 forty-five (45) seconds for up to thirty (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.

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.

SECTION 6: SUPPLEMENTAL SERVICES (Cont'd)

6.1 Optional Calling Features (Cont'd)

6.1.1 Feature Descriptions (Cont'd)

Call Waiting: 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.

Caller ID - Number: Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on 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.

Caller ID - Name and Number: Permits the end-user to view a Directory Name of the calling party on incoming telephone calls. Information is displayed on 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.

Per Call 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 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.

Priority Call: Allows a Customer to assign a maximum of 6 telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.

SECTION 6: SUPPLEMENTAL SERVICES (Cont'd)

6.1 Optional Calling Features (Cont'd)

6.1.1 Feature Descriptions (Cont'd)

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 forty-five (45) seconds for up to thirty (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

Rotary Hunting: A line hunting arrangement that provides sequential search of available numbers within a multiline group.

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 a 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.

Ultra Call Forward: Provides access to Call Forwarding features via a toll-free number and control through a Personal Identification Number.

* Speed Calling is a de-tariffed competitive service

SECTION 6: SUPPLEMENTAL SERVICES (Cont'd)

6.1 Optional Calling Features (Cont'd)

6.1.2 Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Business and Business line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code or taking other appropriate action to activate the feature. 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 Activation Business	Per Feature Activation Residential
Call Return	\$0.75	\$0.75
Call Trace	\$1.00	\$1.00
Repeat Dialing	\$0.75	\$0.75
Three-Way Calling	\$0.75	\$0.75
Per Call Blocking	No Charge	No Charge

Denial of per call activation for Three-Way Calling, Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

SECTION 6: SUPPLEMENTAL SERVICES (Cont'd)

6.1 Optional Calling Features (Cont'd)

6.1.2 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 Features	Business	Residential
Call Block	\$4.50	\$4.00
Call Forwarding Busy Line	\$4.00	\$3.50
Call Forwarding Don't Answer	\$4.00	\$3.50
Priority Call	\$3.50	\$3.00
Call Forwarding Variable	\$2.00	\$2.00
Call Return	\$4.50	\$4.00
Call Waiting	\$4.00	\$3.85
Caller ID with Number	\$8.50	\$6.50
Caller ID with Name and Number	\$9.50	\$7.50
Multiple Directory Number Distinctive Ringing		
1 st Additional Telephone Number	\$3.25	\$3.25
2 nd Additional Telephone Number	\$3.25	\$3.25
Repeat Dialing	\$2.10	\$2.00
Speed Calling (8-code)*	N/R	N/R
Speed Calling (30-code)*	N/R	N/R
Three Way Calling	\$4.00	\$3.50
Selective Forward	\$2.25	\$2.25
Ultra Call Forward	\$5.88	\$4.00
Hunting per line	\$0.80	\$0.80

Note: A non-recurring installation charge of \$16.00 business feature applies when a feature is added subsequent to the initial installation of the Customer's line or trunk. (I)

* These services have been detariffed.

SECTION 6: SUPPLEMENTAL SERVICES (Cont'd)

6.2 Remote Call Forwarding

6.2.1 General

Remote Call Forwarding is a telecommunications network service that utilizes a telephone number and electronic switching system central office facilities to automatically forward all incoming calls dialed to the Remote Call Forwarding telephone number to the terminating telephone number.

6.2.2 Regulations

Remote Call Forwarding is offered subject to the availability of suitable facilities.

- A. A Remote Call Forwarding arrangement includes the equipment necessary to forward one telephone call to a terminating telephone number.
- B. Remote Call Forwarding calls may be terminated in Private Branch Exchange (PBX) trunks, Centrex Service, and Dial Tone Lines. A Centrex Service number may not be used as a Remote Call Forwarding originating number.
- C. Remote Call Forwarding is provided on the condition that the customer subscribe to sufficient Remote Call Forwarding arrangements and terminating telephone numbers to adequately handle calls to the Remote Call Forwarding customer without interfering with or impairing any services offered by the Telephone Company. If in the opinion of the Telephone Company, additional Remote Call Forwarding arrangements or terminating telephone numbers are required, the customer will be responsible for subscribing to such additional Remote Call Forwarding arrangements or terminating telephone numbers. In the event the customer refuses to subscribe to such additional Remote Call Forwarding arrangements or terminating telephone numbers, such customer's Remote Call Forwarding service shall be subject to termination.
- D. Where additional terminating telephone numbers are requested by the customer or required by the Telephone Company for association with the same Remote Call Forwarding number, such additional terminating telephone numbers must be of the same class and grade of service, and on the same premises, as the first terminating telephone number.
- E. Remote Call Forwarding is not represented as suitable for satisfactory transmission of data.
- F. The Custom Calling Service call forwarding feature is not offered for use with a Remote Call Forwarding terminating station.

SECTION 6: SUPPLEMENTAL SERVICES (Cont'd)

6.2 Remote Call Forwarding (Cont'd)

6.2.2 Regulations (Cont'd)

- G. The Telephone Company will not provide identification of the originating telephone number to the Remote Call Forwarding customer.
- H. The classification of residence or business service for Remote Call forwarding arrangements is determined by the class of service of the terminating telephone number.
- I. Charges for calls from the originating service to a Remote Call Forwarding telephone number are the responsibility of the originating service, unless such calls are accepted as collect at the terminating telephone number. Charges as specified in C. following for the forwarding of calls from the Remote Call Forwarding number to the terminating telephone number are the responsibility of the Remote Call Forwarding customer.
- J. For any collect calls placed to the Remote Call Forwarding number, charges as specified in C. following for calls forwarded to the terminating telephone number apply regardless of whether or not such calls are accepted as collect at the terminating telephone number.

6.2.3 Rates

An Install Order charge also applies per Customer order.

	<u>Per Path</u>	<u>Installation Charges</u>
Remote Call Forward Path	\$18.84	\$11.79
Additional Path	\$12.33 (I)	\$11.79

6.2.4 Usage Sensitive Charges:

Refer to section 5.2.4. for Usage Sensitive Charges.

SECTION 6: SUPPLEMENTAL SERVICES (Cont'd)

6.3 Local Operator Services

6.3.1 General

Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Services, to users accessing pre-subscribed public pay phones or customer provided stations, and to Customers and Users of another local exchange carrier's access lines which the Customer has pre-subscribed to the Company's outbound calling services.

Calls may be placed on an Operator Assisted basis. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, the charges specified in Section 6.4.3 and Section 6.5.3 will apply in addition to any applicable Operator charges.

6.3.2 Definitions

- A. Operator Serviced Calling Card: This charge applies in addition to long distance usage charges for station to station calls billed to an authorized Calling Card.
- B. Third Number Billing: This charge applies in addition to usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed to a Third party.
- C. Collect Calling: This charge applies in addition to usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect
- D. Person-to-Person: This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to the originating line, a Calling Card, Collect, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

SECTION 6: SUPPLEMENTAL SERVICES (Cont'd)

6.3 Local Operator Services (Cont'd)

6.3.3 Per Call Rates and Charges

	<u>Business</u>	<u>Residential</u>
A. Operator Serviced Calling Card	\$ 0.60	\$ 0.60
B. Third Number Billing	\$ 0.75	\$ 0.75
C. Collect Calling	\$ 0.75	\$ 0.75
D. Person-to-Person	\$ 1.50	\$ 1.50

SECTION 6: SUPPLEMENTAL SERVICES (Cont'd)

6.4 Busy Line Verify and Line Interrupt Service

6.4.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line.

- A. The operator will determine if the line is clear or in use and report to the calling party.
- B. The operator will interrupt the call on the called line only if the calling party indicates an emergency and request interruption.

6.4.2 Regulations

- A. A charge will apply when:
 - 1. The operator verifies that the line is busy with a call in progress.
 - 2. The operator verifies that the line is available for incoming calls.
 - 3. The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.
- B. No charge will apply:
 - 1. When the calling party advises that the call is to or from an official public emergency agency.
 - 2. Under conditions other than those specified in 6.3.2(A) preceding.
- C. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.
- D. 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 6: SUPPLEMENTAL SERVICES (Cont'd)

6.4 Busy Line Verify and Line Interrupt Service (Cont'd)

6.4.3 Rates

	<u>Per Request</u> <u>Charges</u>
Busy Line Verify Service (ea. request)	\$0.75
Busy Line Verify and Busy Line Interrupt Service (ea. request)	\$1.55

SECTION 6: SUPPLEMENTAL SERVICES (Cont'd)

6.5 Directory Assistance

The Company furnishes Directory Assistance Service (“DA”) for the purpose of aiding customers in obtaining telephone numbers. Customers are allowed two requests per call. Connect Request is a service that allows the call to be completed to the requested telephone number, and is available at an additional charge. When a party requests assistance in obtaining telephone numbers of customers who are located within the same local calling area as the number the party is calling from the charges as set forth following apply:

	<u>Charge for each inquiry</u>	
Customer Direct Dialed	\$1.00 per call (After Allowance)	(I)(T)
Operator Dialed	\$1.00 per call (I)	
Connect Request, per call completed	\$0.30 plus any long distance charges	

In order to make allowance for a reasonable need for local calling area DA service, including numbers not in the directory, directory inaccessibility and other conditions, no charge applies for the first three calls for telephone numbers of customers who are located within the calling area of the calling party per month per station access line. The allowance is cumulative for all group billed services furnished on the same premises or as part of the same system within an exchange. Local calling area DA is the numbers for all exchanges in the service exchange’s local calling area and it’s home NPA.

Charges for DA are not applicable to calls placed from hospital services or calls placed from telephones where the customer or, in the case of residence service, a member of the Customer’s household, has been affirmed in writing as unable to use a Company provided directory because of a visual, physical or reading handicap.

SECTION 6: SUPPLEMENTAL SERVICES (Cont'd)

6.6 Directory Listings

6.6.1 Standard Listing

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

	<u>Each Additional Listing</u>
Business Per-Month Charge:	\$1.56 (I)
Residential Per Month Charge:	\$1.35 (I)

6.6.2 Non-Listed Service

The Customer's telephone number is not listed in the telephone directly, but it does appear in the Directory assistance records.

Per-Month Charge:	\$1.06
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6.6.3 Non-Published Service

The Customer's telephone number is not listed in the directory, nor does it appear in the Directory assistance records.

Per-Month Charge:	\$1.71
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SECTION 6: SUPPLEMENTAL SERVICES (Cont'd)

6.7 Carrier Presubscription

6.7.1 General

Carrier presubscription is a procedure where a Customer designates the carrier which the Customer wants to use for intraLATA and interLATA toll calls, where available. Such calls are automatically directed to the designated carrier, without the need to dial carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an intraLATA or interLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

6.7.2 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order for local exchange service. The Company will process the Customer's order for service. All new Customer's initial requests for intraLATA toll service presubscription will be provided free of charge.

If a new Customer is unable to select at the time it places an order for local exchange service, the Company will direct the Customer to the local telephone directory to select a carrier. Until the Customer informs the Company of its choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, and will be required to dial a carrier access code to route all toll calls.

6.7.3 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 \$5.00 change charge and any applicable service order charges specified in Section 7 of this tariff. If a Customer changes both its interLATA and intraLATA carriers simultaneously, only one \$5.00 change charge will apply.

SECTION 6: SUPPLEMENTAL SERVICES (Cont'd)

6.8 Direct Inward Dial (DID) Service

DID service is an optional feature which can be purchased in conjunction with Company-provided Basic Trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID number blocks apply in addition to charges specified for Basic Trunks in Section 5.2 of this tariff.

So the Company may efficiently manage its number resource, the Company, at its sole discretion, reserves the right to limit the quantity of DID number blocks a Customer may obtain. Requests for thirty (30) or more DID number blocks must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine their utilization. Should the Company determine, based on its won discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designated 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.

	Monthly Recurring	Non-Recurring
Block of 20 DID Numbers	\$18.25	\$725.00

SECTION 6: SUPPLEMENTAL SERVICES (Cont'd)

6.9 Vanity Number Service:

Vanity Number Service is an optional feature by which a new Customer may request a specific or unique telephone number for use with the Company provided Exchange Access Services. This service provides for the assignment of a Customer requested telephone number other than the next available number from the assignment control list.

Vanity Number Service is furnished subject to the availability of facilities and the requirements of Exchange Access Service is defined by the Company. The Company reserves all rights to the Vanity Numbers assigned to customers and may, therefore, change them if required.

	<u>Monthly Recurring</u>	<u>Non-Recurring</u>
Business Charge per Vanity Number	\$3.50	\$9.00
Residential Charge Per Vanity Number	\$0.00	\$5.00

6.10 700/900 Blocking Service

6.10.1 700/900 Blocking Service is available to residential and business Customers at no additional charge if the request for blocking service is received within sixty-days of subscribing to the Company's basic local service. Service charges will apply for Customers who subscribe to the blocking service after the initial sixty-day period.

6.10.2 700/900 Blocking Service is available to residential and business Customers who subscribe to this service. Rates as shown in the Rate Section of this Tariff apply.

6.10.3 700/900 Blocking Service is a feature that permits Customers to restrict access from their telephone line to various discretionary services.

6.10.4 The following blocking options are available:

900, 700 Blocking - allows the subscriber to block all calls beginning with the 900 and 700 prefixes (i.e. 900-XXX-XXXX) from being placed.

6.10.5 Blocking Service is available where equipment and facilities permit.

6.11 Virginia Relay Service

6.11.1 Virginia Relay Service is available to all Customers of the Company. This service allows people who are deaf, hard-of-hearing or speech disabled to access the telephone network via its toll free "800" number or 711 number where operators relay messages either electronically to disabled persons or verbally to hearing persons.

6.11.2 A monthly surcharge will be assessed on each access line. Customers may incur usage charges from the Virginia Relay Service provider in connection with relay service calls which are outside the local calling area.

SECTION 7: SERVICE CHARGES

7.1 Service Order and Change Charge

Nonrecurring charges apply to process service orders for new service, for changes in service and for changes to the Customer's primary interexchange carrier (PIC) code. The following charges apply to the Company's services:

	<u>Business</u>	<u>Residential</u>
Service Ordering Charges:		
A. Connect new or additional Exchange Access Lines/Trunks	\$37.20	\$21.00 (I)
B. Move, Change or Add Service Features or Equipment To Existing Lines/Trunks (includes PIC Change)	\$18.50	\$11.00 (I)
C. Record Change Only	\$17.00	\$ 9.00
Central Office Exchange Access Line Charges:		
A. Connect New or Additional Exchange Access Lines/Trunks	\$27.50 (I)	\$21.22 (I)
B. Change Existing Exchange Access Lines/Trunks	\$17.80	\$15.35

7.2 Maintenance Visit Charges

Maintenance visit charges apply when the Company dispatches personnel to a Customer's premises to resolve trouble reported by Customers.

Where a Network Interface Device (NID) exists, if the Company is able to test for Dial Tone and the problem proves to be beyond the NID (within Customer premises) a maintenance charge is applicable. In the event there is no NID and/or the Company is unable to test for dial tone, then no maintenance charge will be assessed. In those cases where the customer has bought an inside wire maintenance warranty/plan (a non-regulated service) from the Company no maintenance charge will be applicable regardless of the dial tone test results or whether a NID exists or not.

	<u>Business</u>	<u>Residential</u>
Premises Visit Charge, per occurrence	\$66.00	\$46.00

SECTION 7: SERVICE CHARGES (Cont'd)

7.3 Restoration of Service:

A restoration charge applies to the re-establishment of service and facilities suspended because of non-payment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged for. The restoration charge does not apply when, after disconnection of service, service is later re-established. The following rates apply per line, per occasion:

	<u>Business</u>	<u>Residential</u>
Per line	\$25.94	\$13.00

SECTION 8: CENTREX SERVICE

8.1 General

Centrex Service is a central office-based PBX service offered to business Customers. Standard pricing plans are offered to Customers with two (2) or more station lines. Centrex configurations and/or features not contained in this Section are offered on an individual case basis, subject to the availability of equipment and facilities necessary to provision the service on a continuing and economically feasible basis. The minimum term commitment for Centrex Service is one (1) month; discounts for term periods not included in this Tariff are offered on an individual case basis.

8.2 Centrex Basic Lines

Basic Lines provide intercommunication on a two-digit basis (activated by dialing the appropriate, pre-programmed intercom code for an associated line) in addition to access to and from the exchange network without Customer attendant assistance. Basic Lines are assigned a 7-digit telephone number and are provided with Direct Inward Dialing (DID).

Basic Lines can be provided with the following type arrangements:

- A. Unrestricted - An arrangement that has no restrictions on either incoming or outgoing calling.
- B. Long Distance Message Restricted - An arrangement which permits a Basic Line user to dial local service area calls but prevents the origination of long distance calls. In addition, this arrangement is available both with and without the capability for "zero" dialing.
- C. Fully Restricted - An arrangement that allows intercom-only calling for the Basic Line user.
- D. 700/900/976 Restricted (Originating) - An arrangement which denies the Basic Line user the ability to make outgoing calls to 700/900/976 numbers.

SECTION 8: CENTREX SERVICE (Cont'd)

8.2 Centrex Basic Lines (Cont'd)

8.2.1 Centrex Line Types

There are two types of Centrex Basic Lines, Central Office and SpectroFlex.

- A. Central Office Service Lines have a 2-line minimum and 30 line maximum, and allows the customer the ability to place an outbound telephone call without first dialing 9. Intercom or intrasystem dialing is available on a 2-digit dialing basis.
- B. SpectroFlex service has a 2 line minimum per system. These lines provide four-digit intrasystem or intercom dialing. SpectroFlex customers must first dial 9 before attempting to dial a telephone number outside of their SpectroFlex system.

8.3 Standard Features

Basic Centrex standard station and line features are provided where facilities permit. All Basic Lines are equipped with the features as indicated below, but the Customer may choose not to active all features. The Basic Line rate applies regardless of the number of features activated by the Customer.

Automatic Callback Calling - An arrangement which permits an originating Basic Centrex line user who attempts an intercommunication call to a busy Basic Centrex line to automatically be connected to that line when both called and calling lines become idle, by dialing an activation code. Automatic Callback Calling will only operate for intercommunication calls between lines of the same system. This feature can be canceled by the originating station user dialing a deactivation code.

Call Forwarding - Busy Line - All Calls or Outside Calls - A fixed arrangement which permits the routing of incoming calls to another specified line of the system if the intended line is in use. With this arrangement, more than one (1) station line can forward to a common station line. This feature can be provisioned for all calls (inside or outside the system) or outside the system only.

Call Forwarding - Don't Answer - All Calls or Outside Calls - A fixed arrangement which permits the routing of incoming calls to another specified line of the system if the intended line is unanswered after approximately three (3) ringing cycles. This feature can be provisioned for all calls (inside or outside the system) or outside the system only.

SECTION 8: CENTREX SERVICE (Cont'd)

8.3 Standard Features (Cont'd)

Call Forwarding - Variable - All Calls - An arrangement which permits a station user to have incoming calls automatically transferred to another line of the system, or to a line outside the system, for temporary periods. The feature is activated by dialing a code, followed by the line number to which the calls are to be forwarded. The feature is deactivated by dialing another code. Reminder Ring provides for a distinctive ringing signal to be provided to the Call Forward - Variable line at the time the call is forwarded.

Call Hold * - An arrangement which permits an in-progress call to be held for extended period in order that another incoming call on another line may be answered.

Call Park* - An arrangement which permits a station line user to park a call against its own telephone number. The parked call can be retrieved from any station by dialing the feature access code for retrieval and the station line number. A parked call that has not been retrieved within the time specified by the Customer will be returned to the station parking the call.

Call Pickup - An arrangement which permits an in-progress call to be held for extended periods by dialing a code.

Call Transfer - All Calls or Inside Calls - An arrangement which permits a station user to transfer a call to another line either within or outside of the system. This feature can be provisioned for all calls (inside or outside of the system) or for inside the system only.

Call Waiting – Originating - An arrangement which permits calls to lines of the system which are in use, originated by a line so equipped, to be “announced” by a short burst of tone (audible only to the called party) and automatically completed upon termination of the in-progress call, or if the in-progress call is placed on Call Hold by the called party.

Call Waiting – Terminating - An arrangement which permits all incoming calls on lines already in use to be “announced” by a short burst of tone (audible only to the called party) and automatically completed upon termination of the in-progress call, or if the in-progress call is placed on Call Hold. This service can be provided for calls originating outside the system or for all calls. Tone Block allows a station user to temporarily deactivate Call Waiting prior to initiating a call or during a call in progress. The Call Waiting will be automatically reactivated when the call or call attempt is terminated.

Common Intercept - An arrangement which permits incoming exchange calls to unassigned and/or non-working lines to be intercepted by a standard announcement which informs the calling party that the called number is not in service. Intercommunication calls to unassigned station lines will be intercepted by a standard central office recorded announcement for system calls. This announcement will provide a common message that the number is not in service with advice that the in-house directory should be consulted.

* Denotes non-regulated service.

SECTION 8: CENTREX SERVICE (Cont'd)

8.3 Standard Features (Cont'd)

Conference Arrangement - 1 to 6 ports - Per System - An arrangement which permits line users to establish conference connections of up to six (6) lines, including the originating line, by dialing an assigned access code.

Consultation Hold - An arrangement, which permits a station user to hold any in-progress call by operation of the switch hook. The station user is automatically returned to the original call upon completion of the second call.

Directed Call Park* - An arrangement, which permits a station user to park a call against any station number appearance. Station users may be required to enter a security code to retrieve the call if desired.

Directed Call Pickup - An arrangement which provides the ability for a call directed to a station line to be answered by any other station user by dialing a code number followed by the station line number. This feature offered with or without Barge-In as follows:

- A. With Barge-In - If the call has already been answered, a burst of tone is applied to alert the answering party of the impending presence of a third party. The third party is then bridged into the existing connection.
- B. Non-Barge In - If the call has already been answered, the station user who dialed the access code receives a busy tone.

Inside/Outside Ringing - The Distinctive Ring arrangement permits the station user to identify the source of incoming calls by a unique ringing pattern.

Executive Busy Override - An arrangement, which allows the station user to invoke an override when encountering a busy condition. The station user gains access to a busy station by flashing the switch hook and dialing a feature code. A warning tone is emitted and a three-way call is established. The station user invoking override can then hang up and the prior conversation will continue, or flash the switch hook, dropping the third party from the conversation.

Last Number Redial - An arrangement, which permits a station user to redial the last called number (up to twenty-four (24) digits), by depressing a single button or by dialing an access code rather than dialing the entire number.

Multi-Path Call Forwarding - Up to 5 Paths - A call forwarding option which permits the station user to forward incoming simultaneous messages.

Night Service - An arrangement, which permits the routing of calls normally directed to the attendant to be directed to pre-selected lines within the system. This feature is provided on a Call Forwarding - Fixed or Call Forwarding - Variable basis.

* Denotes non-regulated service.

SECTION 8: CENTREX SERVICE (Cont'd)

8.3 Standard Features (Cont'd)

Speed Dial Short* - An arrangement which permits the user to make calls to frequently dialed numbers by using a two-digit code. A Customer-programmable "short" list (eight (8) numbers) is provided per line.

Speed Dial Long* - An arrangement which permits the user to make calls to frequently dialed numbers by using a two-digit code. A Customer-programmable "short" list (thirty (30) numbers) is provided per line.

Speed Dial Short – Shared* - An arrangement which permits the station user to share the same speed dial eight (8) numbers list with other station users on the system.

Speed Dial Long - Shared* - An arrangement which permits the station user to share the same speed dial thirty (30) numbers list with other station users on the system.

Station Line Hunting - An arrangement which permits station lines to be arranged in groups so that calls to a busy line in a group will be completed to another line in the group that is not busy. This feature can be provided in series completion, circular or multi-line arrangements.

Three Way Calling - An arrangement which permits a station user to establish a 3-way conference by placing an in-progress call on hold, through operation of the switch hook, and then dialing another call. By again operating the switch hook, the station user can connect the two calls.

Touch Tone - All lines in Business Plus Centrex are equipped for Touch Tone Calling.

Trunk Answer Any Station - An arrangement which permits the station user to answer an incoming exchange network call directed to the main listed number by any line in the system when the attendant position is in the "night" mode, via the activation of a three (3) digit code.

Uniform Call Distribution - UCD with Queuing - An arrangement which permits the station user to receive more calls than the multi-line hunt group is designed to handle. This is accomplished by providing the Customer with one queue slot.

* Denotes non-regulated service.

SECTION 8: CENTREX SERVICE (Cont'd)

8.4 Optional Features

Optional features are offered with each Service Plan in addition to the Standard Features shown in Section 8.3 preceding. Optional features are provided where facilities are available and consist of the following: Call Block, Call Return, Call Selector, Preferred Call Forwarding, Repeat Dialing, Caller ID with Number, and Caller ID with Name. Refer to Section 6.1 for descriptions applicable to these Optional Features.

8.5 Service Requirements

Basic Centrex Service is available to Customers served from a compatible central office where adequate facilities are available. A system must have a minimum of two (2) service lines.

The Customer is responsible for notifying the Company thirty (30) calendar days prior to the termination of service.

One free Directory Listing is provided with each Centrex Service system. Additional listings are available at rates specified under Directory Listing Services elsewhere in this tariff.

8.6 Centrex Service Rates

Centrex Service Basic Lines are offered on a measured rate or unlimited usage basis. Non-recurring and monthly recurring charges per Centrex Line apply as follows. A Service Order charge also applies per Customer order.

Line Type	Line Charge – Per Line	Nonrecurring Charge
Central Office Service Lines:		
Unrestricted	\$24.00	\$27.50 (I)
Restricted	\$24.00	\$27.50 (I)
SpectroFlex Service Lines:		
Unrestricted	\$24.00	\$27.50 (I)
Restricted	\$24.00	\$27.50 (I)

8.7 (Reserved for future use)

8.8 Usage Sensitive Charges:

Refer to Section 5.2.4 for usage sensitive charges and allowances.

SECTION 8: CENTREX SERVICE (Cont'd)

8.9 Optional Feature Rates

Customers may subscribe to the following features in addition to standard features offered with Basic Line service. Features (except Caller ID) are offered individually (Column A) or as a package (Column B). Caller ID may be subscribed to along with packaged features at rates listed in Column B of the following table.

Optional Feature	Per Month Individual Feature	Per Month * with Feature Package
Call Block	\$0.75	
Call Return	\$0.75	
Select Forward	\$0.75	\$2.00
Priority Call	\$0.75	
Repeat Dialing	\$0.75	
Caller ID with Number	\$4.55 (I)	\$2.50
Caller ID with Name and Number	\$5.00 (I)	\$2.88

(T)

*Grandfathered to existing Customers of record at existing locations without modification as of August 11, 2007.

(N)

(N)

SECTION 9: RESOLD LOCAL EXCHANGE SERVICE

9.1 Description

Resold Local Exchange Service is composed of the resale of exchange access lines and local calling provided by other certified Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate/international services.

SECTION 10: SPECIAL ARRANGEMENTS

10.1 Special Construction

10.1.1 General

Subject to the agreement of the company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at that request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

10.1.2 Basis for Charges

Where the Company furnishes a facility for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

- A. non-recurring type charges;
- B. recurring type charges;
- C. termination liabilities; or
- D. combination thereof.

SECTION 10: SPECIAL ARRANGEMENTS (Cont'd)

10.1 Special Construction (Cont'd)

10.1.3 Basis for Cost Computation:

The costs referred to in 10.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
 - 1. equipment and materials provided or used,
 - 2. engineering, labor and supervision,
 - 3. transportation, and
 - 4. rights of way.
- B. cost of maintenance;
- C. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for estimated net salvage;
- D. administration, taxes and un-collectible revenue on the basis of reasonable average costs for these items;
- E. license preparation, processing and related fees;
- F. tariff preparation, processing and related fees;
- G. any other identifiable costs related to the facilities provided; or
- H. an amount for return and contingencies.

SECTION 10: SPECIAL ARRANGEMENTS (Cont'd)

10.1 Special Construction (Cont'd)

10.1.4 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

- A. The termination liability period is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts for:
 - 1. Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - a) equipment and materials provided or used,
 - b) engineering, labor and supervision,
 - c) transportation, and
 - d) rights of way;
 - 2. license preparation, processing, and related fees;
 - 3. tariff preparation, processing, and related fees;
 - 4. cost of removal and restoration, where appropriate; and
 - 5. any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 10.1.3(B) preceding by a factor related to the un-expired period of liability and the discount rate for return and contingencies. The amount determined in Section 10.1.3(B) preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

SECTION 10: SPECIAL ARRANGEMENTS (Cont'd)

10.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis subject to the approval of the Commission. The Company will maintain records of its ICB contracts for Commission review as conditions or circumstances may require.

10.3 Temporary Promotional Programs

In order to introduce present or potential Customers to a service not previously received by the Customer, the Company may establish temporary promotional offerings of its tariffed services which may include waiving or reducing applicable charges for the promoted service. No individual promotional offering will exceed six months in duration, and any promotional offering will be extended on a non-discriminatory basis to any customer similarly classified who requests the specific order.

Promotional programs will be subject to the approval of the Commission. The Company will submit its promotions by letter to the Commission Staff outlining the promotion, listing the tariffed item being promoted, and the promotion's start and end dates in lieu of filing language in the tariff.

SECTION 11: BUNDLED SERVICES DESCRIPTIONS

11.1 General

This unique section contains service bundles consisting of regulated local exchange services combined with other communication services that are regulated under other tariffs of the Company filed with the Commission and/or services not regulated by the Commission. Examples of the other communication Services that may be included in a bundle with regulated local services are: Toll Services, Voice Mail, Speed Calling, Internet, and Cable. Where other communication services not regulated under this local exchange service tariff are listed in the bundles they will be marked with an asterisk "*" or another unique symbol or mark.

Residential

One residential service package is offered providing bundled combinations of residential line, features, and long distance.

SECTION 11: BUNDLED SERVICES DESCRIPTIONS (Cont'd)

11.2 Home Free Residential Local Exchange Service

11.2.1 Description

The Home Free Package of services is available to individual residential line customers. The Home Free Package contains the following services: Unlimited Local Calling, IntraLATA Toll Calling, Call Waiting, Caller ID with Name, Anonymous Call Rejection, Call Waiting ID with Name and Directory Listing. Additional features are available individually at rates exclusive to Home Free Package subscribers.

IntraLATA Toll Calling is limited to 600 minutes per month. Usage in excess of 600 minutes per month will be charged \$0.022 per minute.

The Home Free Package includes a blocking service that restricts access to the following prefixes: 540, 550, 551, 700, 900, 910, 920, 970, and 977. Subscribers may request unblocking of these prefixes at any time.

SECTION 11: BUNDLED SERVICES DESCRIPTIONS (Cont'd)

11.2 Home Free Residential Local Exchange Service (Cont'd)

11.2.2 Recurring and Nonrecurring Charges

Nonrecurring charges and service order charges apply, as described in Section 5 of this tariff.

Charges for each Home Free Package line include a monthly recurring charge and applicable usage charges.

Monthly Recurring Charges: \$ 34.99

Home Free Package Features:

	<u>Per Line, Per Month</u>
Call Forwarding	\$ 0.99
Three-Way Calling	\$ 0.99
Call Forward Busy	\$ 0.99
Call Forward No Answer	\$ 0.99
Call Forward Busy/No Answer	\$ 0.99
Distinctive Ring 1	\$ 0.99
Distinctive Ring 2	\$ 0.99
Speed Dial 8	N/R*
Speed Dial 30	N/R*
Repeat Dial	\$ 0.99
Per Call Blocking	\$ 0.99
Call Return	\$ 0.99
Ultra Call Forward	\$ 0.99
Remove Call Blocking	\$ 0.99
	<u>Per Use</u>
3 Way Call	\$ 0.75
Call Return *69	\$ 0.75
Repeat Call	\$ 0.75
Call Trace	\$ 1.00

* Denotes non-regulated service.

SECTION 11: BUNDLED SERVICES DESCRIPTIONS (Cont'd)

11.2 Home Free Residential Local Exchange Service (Cont'd)

11.2.3 Regulations

- A. Package rate applicable per telephone line, up to 3 lines per residence
- B. Customers with an existing business classification are not eligible for this product. The Company will not allow business customers to change classification to purchase this product.
- C. Lifeline customers are not eligible for this service.
- D. Unlimited local calling does not include per use features such as Directory Assistance calls, surcharges for *69, repeat dial, 3 way calling, call trace, Directory Assistance Call Completion, Interrupt, Verification, Operator Services, 500, 900, Follow-Me and other Information Services.
- E. At the time of service connection, the customer will retain their existing eligible calling features at the Home Free per feature rate.

SECTION 11: BUNDLED SERVICES DESCRIPTIONS (Cont'd)

11.3 Residential Let's Talk Service

(N)

11.3.1 Service Description, Availability and Limitations

A. General

Residential Let's Talk Service is a bundled local service provided on a single-party (individual) basis to residential Customers only. The service is not available to multi-party lines or to business Customers. Service is subject to availability and not all plans are available in all areas.

This service is not available to Lifeline Customers.

Customers subscribed to a Let's Talk Service plan must select and maintain Spectrotel as their pre-subscribed carrier for interLATA (regional)* and interLATA long distance* services.

Customers who subscribe to Let's Talk Service are limited to three lines per account provisioned under this service plan. Only one of those lines may be an "Additional Line" as described in Section 11.3.2.D.

Residential Let's Talk Service is available for residential voice calling only and is not offered for data services, including Internet* access. If a Customer's combined monthly local and regional long distance* usage exceeds 7,000 minutes per line, the Customer's usage will be considered non-voice usage and an additional charge of \$0.022 per minute of use will be assessed for usage in excess of 7,000 minutes per month.

B. Residential Line

Residential Let's Talk Service includes a residential line, which provides a Customer with the ability to place and receive calls from the Public Switched Telephone Network. All lines include 900 call blocking and collect call block. Customers may request that these blocking options be removed by placing a service order, which will be processed subject to the Customer meeting credit guidelines.

(N)

**Indicates services not regulated by the Virginia Corporation Commission.*

SECTION 11: BUNDLED SERVICES DESCRIPTIONS (Cont'd)

11.3 Residential Let's Talk Service (Cont'd)

(N)

11.3.1 Service Description, Availability and Limitations (Cont'd)

C. Calling Features

Lines provisioned under the Let's Talk Local, Let's Talk Local Plus, and Let's Talk Complete options include at no additional charge the following five optional calling features: Caller ID with Name, Call Waiting, Call Waiting ID with Name; Anonymous Call Rejection and Three Way Calling. Lines provisioned as Additional Lines do not include free calling features.

The Customer will be charged a recurring monthly charge for any additional features on the line that are not included in the Let's Talk calling plan.

All features are subject to availability within the central office

D. Long Distance Options*

1. Measured Long Distance*

Let's Talk Local, Let's Talk Local Plus and Additional Lines include measured long distance*. Direct-dialed intrastate*, interstate* and international* long distance calls are rated per minute with an 18 second minimum and 6 second billing increment. The usage rates for measured long distance service are not regulated by the Virginia State Corporation Commission.

2. Unlimited Long Distance*

Let's Talk Complete includes unlimited intrastate* interLATA* and interstate* long distance calling, as well as unlimited calling to Canada*.

(N)

**Indicates services not regulated by the Virginia Corporation Commission.*

SECTION 11: BUNDLED SERVICES DESCRIPTIONS (Cont'd)

11.3 Residential Let's Talk Service (Cont'd)

(N)

11.3.2 Service Options

There are three service options available under the Residential Let's Talk service plan, as described below. Customers who subscribe to one of these options for their primary line may also subscribe to an Additional Line under the plan, as described in section D below.

A. Let's Talk Local

Let's Talk Local includes unlimited local calling, regional measured long distance*, measured long distance*, measured international calling*, and five optional calling features as listed in Section 11.3.1.C. Local minutes in excess of the 7000-minute call allowance are billed at \$0.022 per minute.

B. Let's Talk Local Plus

Let's Talk Local Plus includes Unlimited local / regional toll* minutes up to 7000 minutes per line per month, measured long distance*, measured international calling* and five optional calling features as listed in Section 11.3.1.C. Local and regional toll* minutes in excess of the 7000-minute call allowance are billed at \$0.022 per minute.

C. Let's Talk Complete

Let's Talk Complete includes unlimited local / regional toll* minutes up to 7,000 minutes per line per month and unlimited intrastate interLATA* and interstate long distance* calling, unlimited calling to Canada*, measured international calling (to non-Canadian countries)*, and five optional calling features as listed in Section 11.3.1.C. Local and regional toll minutes in excess of the 7000-minute call allowance are billed at \$0.022 per minute.

(N)

**Indicates services not regulated by the Virginia Corporation Commission.*

SECTION 11: BUNDLED SERVICES DESCRIPTIONS (Cont'd)

11.3 Residential Let's Talk Service (Cont'd)

(N)

11.3.2 Service Options (Cont'd.)

D. Additional Lines

Additional lines are only available to Customers with multiple lines that have selected Let's Talk Local, Let's Talk Local Plus or Let's Talk Complete for their primary line. Additional Lines include unlimited local calling within the home region. Local minutes in excess of the 7000-minute call allowance are billed at \$0.022 per minute. All long distance calling* is billed on a measured rate basis. Additional lines do not include the five Optional Calling Features included with the primary Line. Additional lines are not available as a stand-alone service and are limited to one Additional Line per account.

(N)

**Indicates services not regulated by the Virginia Corporation Commission.*

SECTION 11: BUNDLED SERVICES DESCRIPTIONS (Cont'd)

11.3 Residential Let's Talk Service (Cont'd)

11.3.3 Rates and Charges

A. General

Recurring charges for Residential Let's Talk Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

B. Non-Recurring Charges

Installation Service Order and Change Charges apply as listed in Section 7.1.

C. Monthly Recurring Charges

	<u>Per Month / Per Line</u>
Let's Talk Unlimited Local	\$24.95
Let's Talk Local Plus	\$29.95
Let's Talk Complete	\$42.99

D. Usage Charges

The following rates apply to Local and Regional Toll* minutes in excess of the call allowance.

	<u>Per Minute</u>
Let's Talk Unlimited Local	\$0.022
Let's Talk Local Plus	\$0.022
Let's Talk Complete	\$0.022

E. Feature Charges

A monthly recurring charge of \$3.00 applies for optional calling features not included with the Plan. A nonrecurring charge of \$16.00 applies to the installation of additional features. (I)

**Indicates services not regulated by the Virginia Corporation Commission.*