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BEFORE THE ARIZONA CORPORATION COMMISSION

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AZ CORP COMMISSION
DOCKET

COMMISSIONERS
DOUG LITTLE, INTERIM CHAIRMAN
BOB STUMP
BOB BURNS
TOM FORESE

IN THE MATTER OF THE APPLICATION OF NEW HORIZONS COMMUNICATIONS CORP. DBA NHC COMMUNICATIONS, INC. FOR APPROVAL OF A CERTIFICATE OF CONVENIENCE AND NECESSITY TO PROVIDE RESOLD LONG DISTANCE, RESOLD LOCAL EXCHANGE, AND FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES	DOCKET NO. T-20529A-14-0392 **NOTICE OF FILING COMPLIANCE TARIFF**

New Horizons Communications Corp. dba NHC Communications, Inc. through undersigned-counsel files its Arizona C.C. Tariff No. 1 in compliance with Decision No. 75236 (August 26, 2015).

RESPECTFULLY submitted this 5th day of January, 2016.

SNELL & WILMER L.L.P.

Arizona Corporation Commission
DOCKETED
JAN 05 2016
DOCKETED BY

By _____
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Phoenix, Arizona 85004

Attorney for New Horizons Communications Corp.

Original + 13 copies of the foregoing
filed this 5th day of January, 2016 with:

Docket Control
ARIZONA CORPORATION COMMISSION
1200 West Washington
Phoenix, Arizona 85007

Copies of the foregoing hand-delivered/mailed
this 5th day of January, 2016, to:

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Arizona Corporation Commission
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By: Jaclyn Howard

STATE OF ARIZONA TELECOMMUNICATIONS TARIFF

Regulations and Schedule of Charges Applying to
Competitive Local Exchange and Interexchange
Telecommunications Services
in the State of Arizona

New Horizons Communications Corp.

New Horizons Communications Corp.
420 Bedford Street, Suite 250
Lexington, MA 02420

This Tariff ("Tariff") contains descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed Local Exchange and Interexchange telecommunications Services provided by New Horizons Communications Corp. ("New Horizons" or "Company") within the State of Arizona. This Tariff is on file with the State of Arizona Corporation Commission ("Commission"). This Tariff may also be inspected during normal business hours at New Horizons Communications Corp.'s principal place of business at 420 Bedford Street, Suite 250, Lexington, MA 02420

Issued: January 5, 2016 Effective: January 5, 2016

Issued by: Glen Nelson, Vice President, Business Development
New Horizons Communications Corp.
420 Bedford Street, Suite 250
Lexington, MA 02420

CHECK SHEET

Sheets inclusive of this Tariff are effective as of the date shown at the bottom of the respective Sheet(s). Revised Sheets as named below contain all changes from the original filing that are in effect on the date listed.

Sheet No.	Sheet Version	Sheet No.	Sheet Version	Sheet No.	Sheet Version
1	Original	38	Original	75	Original
2	Original	39	Original	76	Original
3	Original	40	Original	77	Original
4	Original	41	Original	78	Original
5	Original	42	Original	79	Original
6	Original	43	Original	80	Original
7	Original	44	Original	81	Original
8	Original	45	Original	82	Original
9	Original	46	Original	83	Original
10	Original	47	Original	84	Original
11	Original	48	Original	85	Original
12	Original	49	Original	86	Original
13	Original	50	Original	87	Original
14	Original	51	Original	88	Original
15	Original	52	Original	89	Original
16	Original	53	Original	90	Original
17	Original	54	Original	91	Original
18	Original	55	Original	92	Original
19	Original	56	Original	93	Original
20	Original	57	Original	94	Original
21	Original	58	Original	95	Original
22	Original	59	Original	96	Original
23	Original	60	Original	97	Original
24	Original	61	Second	98	Original
25	Original	62	Original		
26	Original	63	Original		
27	Original	64	Original		
28	Original	65	Original		
29	Original	66	Original		
30	Original	67	Original		
31	Original	68	Original		
32	Original	69	Original		
33	Original	70	Original		
34	Original	71	Original		
35	Original	72	Original		
36	Original	73	Original		
37	Original	74	Original		

Effective Rate Schedule

1	Original	4	Original	7	Original
2	Original	5	Original		
3	Original	6	Original		

Issued by: Glen Nelson, VP Marketing and Business Development
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Effective Rates Schedule ..... Effective Rate Schedule 1

Issued by: Glen Nelson, Vice President, Business Development
New Horizons Communications Corp.
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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS

(C) Change in the offering

(D) To signify a discontinued regulation.

(I) To signify increased rate.

(M) To signify material relocated from or to another Tariff location.

(N) To signify a new rate or regulation.

(R) To signify a reduced rate.

(T) To signify a change in text only.

TARIFF FORMAT

A. **Page Numbering** - Sheet numbers appear in the upper right corner of the Sheet. Sheets are numbered sequentially. However, occasionally, when a new Sheet is added between Sheets already in effect, a decimal is added. For example, a new Sheet added between Sheets 14 and 15 would be 14.1.

B. **Numbers** - Revision numbers also appear in the upper right corner of each Sheet. These numbers are used to determine the most current Sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current Sheet number on file with the Commission is not always the Sheet in effect. Consult the Check Sheet for the Sheet currently in effect.

C. **Paragraph Numbering Sequence** – There are five levels of paragraph coding. Each level of code is subservient to its next higher level:

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.

D. **Check Sheets** - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the Sheets contained in the Tariff with a cross-reference to the current revision number. When new Sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this Sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some Sheets). The Tariff Authorized User should refer to the latest Check Sheet to find if a particular Sheet is the most current on file with the Commission.

Issued by: Glen Nelson, Vice President, Business Development
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APPLICATION OF TARIFF

A. This Tariff schedule sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of competing Local Exchange Services offered by Company to business Customers in the State of Arizona, subject to availability.

B. Company has been granted authority to provide Local Exchange Service in Exchanges served by incumbent Local Exchange Carriers that do not enjoy a rural exemption under Section 251(f) of the Federal Telecommunications Act of 1996. Company's Local Exchange Service Area is consistent with the incumbent Local Exchange Carrier as set forth in each company's respective local Exchange Price List, which Company adopts as its own. Company has been granted authority to provide Interexchange Service statewide.

C. The rates and regulations contained in this Tariff apply only to the telecommunications Services furnished by Company and do not apply, unless otherwise specified, to the lines, Facilities, or the Services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of Company. This Tariff does not cover any information service or other unregulated service offered by Company or its affiliates.

D. Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.

E. The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.

F. This Tariff is governed and interpreted according to the Laws of the State of Arizona.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Certain terms used generally throughout this Tariff are defined in this section. Other terms having reference only to a specific Service offered by Company may be defined in the sections applicable to that Service.

Access Line: A circuit providing Exchange Service between a Customer's standard network interface and a serving switching center.

Applicant: The individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which has applied to Company for Services provided as set forth in this Tariff.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Service or is placed in a position by the Customer, either through acts or omissions, to use Service. Also see "End-User."

Basic Local Exchange Service: Service that includes the following:

* Single-party Service;
* Voice grade access to the public switched network;
* Support for local use;
* Dual tone multi-frequency signaling (touch-tone);
* Access to emergency services (911);
* Access to operator services;
* Access to Interexchange Services;
* Access to directory assistance; and
* Toll limitation Services.

Called Station: The terminating point of a call (i.e., the called number).

Carrier: An entity certified by the Commission to provide telecommunications Services within the State of Arizona.

Central Office: A switching unit, in one location of a telecommunications system providing service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting lines.

Channel: A communications path between two or more points of termination.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

Commission: The Arizona Corporation Commission.

Company: New Horizons Communications Corp. ("Company"), the issuer of this Tariff.

Customer: The business, which may include a person, firm, corporation or other entity, which orders or uses the Company's Services offered in this Tariff and which is responsible for payment of charges in compliance with the regulations in this Tariff, except any person, firm, corporation or other entity to whom the Company does not specifically solicit for the use of the Company's Services offered in this Tariff or who does not affirmatively consent to the use of the Company's Services offered in this Tariff. Customer does not include residential subscribers because the Company does not offer residential services.

Customer Premises: A location designated by the Customer for the purposes of connecting to Company's Services.

Directory Listing: The publication in alphabetical directory published by an incumbent Local Exchange Carrier ("ILEC") of information relative to a subscriber's telephone number, by which telephone Authorized Users are enabled to ascertain the telephone number of a desired business.

Disconnect or Disconnection: The termination of a circuit connection between the Originating Station and the Called Station or Company's operator.

End User: Any person, firm, corporation, partnership or other entity that uses the Services of Company under the provisions and regulations of this Tariff. The End User is responsible for payment unless the charges for the Services utilized are accepted and paid by another Customer. Also see "Authorized User."

Exchange: A basic unit for the administration of communication Services in a specified area, called the Exchange Area. It usually consists of one or more Central Offices together with the associated plant used in furnishing communication Service in that area.

Facility or Facilities: Includes, in the aggregate or otherwise, but is not limited to, the following: Channels, Lines, Apparatus, Devices, Equipment, Accessories, Communications paths and Systems, which are provided by Company and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

Force Majeure: Causes beyond Company's control, including but not limited to: acts of God, fire, flood, explosion, lightning or other natural catastrophes, labor dispute, cable cuts, and failures of third-party suppliers of goods and services; any law, order, regulation, direction, action or request of the Unites States government or of any other government, including state and local governments having or claiming jurisdiction over Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing Service in compliance with national emergencies; insurrections; riots; wars.

Holidays: Any day which is a legally observed federal government holiday.

Installation Charges: Charges, which are assessed on a non-recurring basis at the establishment of a Service.

Interexchange: Telephone calls, Traffic, Facilities or other items that originate in one Exchange and terminate in another.

InterLATA: A term used to describe Services, functions, etc., that relate to telecommunications originating in one LATA and terminating outside of the originating LATA.

IntraLATA: A term used to describe Services, revenues, functions, etc., that relate to the telecommunications that originate and terminate within the same LATA.

Joint User: An individual, partnership, association or corporation sharing a Customer's Exchange Service according to the provisions of this Tariff for such shared use.

LATA (Local Access and Transport Area): A geographical area established by the U.S. District Court for the State of Arizona in Civil Action No. 82-0192 or any other geographical area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4 or its successor Tariffs.

Local Calling Area: One or more rate centers within which a Customer can place calls without incurring long-distance (toll) charges.

Local Exchange Carrier ("LEC"): A company that furnishes Local Exchange telecommunications Service.

Local Exchange Service: The furnishing of telecommunications Service to business Customers within a specified geographical area for Basic Local Exchange Service.

Local Exchange Service Area: The area within which a Customer may make calls without payment of message toll charges. A Local Exchange Service Area may include one or more Exchange Areas of Company or of other telephone companies.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

Premises: The building, or portion or portions of a building or structure, occupied at one time by a Customer either as a residence or for business use.

Service(s): The intrastate telecommunications Service(s) that Company offers as set forth in this Tariff.

Station: Telephone equipment from or to which calls are placed.

Telecommunications Relay Service (TRS): Enables the Deaf, hard-of-hearing, or speech-impaired who use a text telephone or similar devices, and non-impaired callers to freely communicate with each other.

Trunk: A communications path connecting two switching systems in a network used in the establishment of an end-to-end connection.

SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF COMPANY

2.1.1. Scope

A. Company undertakes to furnish competitive Local Exchange communications Services within the State of Arizona pursuant to the rates, terms and conditions set forth in this Tariff.

B. Customers and Authorized Users may use Services and Facilities provided under this Tariff to obtain access to services offered by other service providers. 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 Company network in order to originate or terminate its own services, or to communicate with its own customers.

C. Company offers Services to Customers for the transmission and reception of voice, data, and other types of communications.

D. Company does not transmit messages pursuant to this Tariff, but its Services may be used for that purpose.

E. Company's Services are provided on a monthly basis unless otherwise provided, and are generally available twenty-four (24) hours per day, seven (7) days per week, and three-hundred and sixty-five (365) days per year.

F. Company may, at Company's sole discretion, elect to employ third parties to perform any of its obligations under this Tariff.

SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.2. Shortage of Equipment or Facilities

A. Company reserves the right to limit or to allocate the use of existing Facilities, or of additional Facilities offered by Company, when necessary because of lack of Facilities, or due to some other causes beyond Company's control.

B. The furnishing of Service under this Tariff is subject to existence of necessary Facilities in a specific location. The availability on a continuing basis of all the necessary Facilities and is limited to the capacity of Company's Facilities as well as Facilities Company may obtain from other Carriers to furnish Service from time to time as required at the sole discretion of Company.

C. Notwithstanding anything else in this Section, the quality of Service will meet or exceed the minimum standards set forth in Commission regulations as amended from time to time.

SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.3. Terms and Conditions

A. Service is provided on the basis of a minimum period of at least one month, twenty-four (24) hours per day. For the purpose of computing charges in this Tariff, a month is considered to have thirty (30) calendar 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; further, Customers will also be required to execute any other documents as may be reasonably requested by Company.

C. 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 thirty (30) calendar days' written notice. 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.

D. No other telecommunications provider may interfere with the right of any person or entity to obtain Service directly from Company. Customers who have service with another Carrier under contract may incur early termination fees to subscribe to Company's Services.

SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.4. Liability of Company

Because the Customer has exclusive control of its communications over the Services furnished by Company, and because interruptions and errors incident to these Services may be unavoidable, the Services are subject to the terms, conditions, and limitations specified in this Tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular Services and Facilities furnished under this Tariff.

A. Liability for Service Disruption - The liability of 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 act or omission, shall be limited to the proportionate charge (based on the rates then in effect) for the Service during the period of time in which the Service is affected. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of Company. Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages or lost profits, or costs of cover to Customer as a result of any Company Service, equipment, or Facilities, or the acts or omissions or negligence of Company's employees or agents.

B. Indemnification - Company will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving any of the following:

1. Circumstances Beyond Company's Control - 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 Force Majeure; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties when it does not involve Company's employees.

SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.4. Liability of Company, Continued

B. Indemnification, Continued

2. Acts of Other Entities - Company shall not be liable for: (a) any act or omission of any entity furnishing Company or Company's Customers facilities or equipment used for or with the Services Company offers, or (b) for the acts or omissions of other Carriers.

3. Acts of the Customer - Company shall not be liable for any damages or losses due to the fault or negligence of the Customer, its employees, agents, or suppliers, or due to the failure of malfunction of Customer-provided equipment or facilities. This limitation of liability also pertains to Customer Premises Equipment ("CPE") purchased or leased from Company by the Customer.

4. Damage to Customer's Premises - Company shall not be 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 by gross negligence or willful misconduct of Company's agents or employees.

5. Liability for Acts of Other Carriers or Companies - Company shall not be liable for any act or omission of any other companies supplying a portion of the Service, or for damages associated with Service, Channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company Services.

6. Liability for Transmission Errors - Company shall not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the Service of Company, (1) caused by Customer-provided equipment or (2) not prevented by Customer-provided equipment but which would have been prevented had Company-provided equipment been used.

SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.4. Liability of Company, Continued

B. Indemnification, Continued

7. Disconnection of Service - Company shall not be liable for the Disconnection of Service, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages or lost profits, or costs to cover, so long as such Disconnection of Service complied with the applicable rules and regulations;

8. Violations - Company shall not be liable for violations of the obligations of the Customer under this Tariff;

9. Interruption - Company shall not be liable for the interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service;

10. Loss, Destruction or Damage - Company shall not be liable for any loss, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or unintentional act or omission of Company, Customer, Authorized User or their employees, agents representatives or invitees;

11. Unlawful Acts - Company shall not be liable for unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment;

12. Disclosure - Company shall not be liable for misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Tariff, so long as Company has complied with any applicable rules and regulation related thereto;

SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.4. Liability of Company, Continued

B. Indemnification, Continued

13. Fees - Company shall not be liable for fees Company delivered to a jurisdiction in question and not returned to Company;

14. Caller ID Blocking - Company shall not be liable for any failures, errors malfunctions or omissions of Caller ID Blocking whether arising from or relating to any ordinary negligence of Company; or,

15. Unauthorized Use - Company shall not be liable for any unauthorized use of the Service provided to Customer.

C. Limitations of Damages and of Period for Bringing Claims - The entire liability of Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against Company shall be commenced more than one (1) year after the Service related to the claim is rendered. Claims applicable to overbilling against Company shall be commenced no more than two (2) years after the Service related to the claim is rendered pursuant to Section 415, U.S. Code, 47 U.S.C. §415.

SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.4. Liability of Company, Continued

D. Service Installation and Operation - Company does not guarantee nor make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, harm, or death of, any person or persons, or 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, locations or use of Service furnished by Company at such locations. Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.

E. Notice of Temporary Disconnection - Company will, where practicable, notify the Customer that temporary discontinuance of the use of a Service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair Company's right to discontinue forthwith the use of a Service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to temporary discontinuance.

SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.4. Liability of Company, Continued

F. Connection to Company's Network - Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to Company's network. The Customer shall secure all licenses, permits, rights of way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that the Customer's or the Customer's agent's equipment and/or system is properly interfaced with Company's Service, that the signals emitted into Company's network are of the proper mode, band-width, power data speed, and signal level for the intended use of the Customer and that the signals do not damage Company equipment, injure its personnel or degrade Service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, and personnel.

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

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.

SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.4. Liability of Company, Continued

H. Errors in Billing - The liability of Company for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

I. Provision of Service - Company will not be liable for any refusals or failures to provide Service or delays in commencing Service to any Customer or for any failure to provide or maintain Service at any particular performance level.

J. Emergency 911 Service

With respect to emergency 911 Service:

1. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. 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 to 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 this Service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and Facilities furnishing this Service and does not create any relationship or obligation, direct or indirect, with or to any person other than Customer.

2. Neither is Company responsible for any infringement nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 Service features and the equipment associated therewith, or by any Services furnished by Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 Service, and which arise out of the negligence or other wrongful act of Company,

the Customer, its Authorized Users, agencies or municipalities, or the employees or agents of any one of them.

SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.4. Liability of Company, Continued

K. Directory Listings - Company has no liability for damages arising from errors, mistakes in or omissions of Directory Listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof.

1. Cost and Time - Company's liability arising from errors or omissions in Directory Listings shall be limited to the actual cost to the Customer for the Directory Listing during a given period of time. There is no liability by Company and there will be no recovery by a Customer for loss of business to a Customer for errors or omissions in Directory Listings.

2. Private and Semi-Private Listings - In conjunction with private and semi-private listing Services, Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number. Company will try to prevent the disclosure of the number of such telephone, but will not be liable in any manner should such number be divulged.

3. Non-Published Listings and Emergency Calls - When a Customer with a non-published telephone number, as defined herein, places a call to the emergency 911 service, Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental agency responsible for the emergency 911 service upon request of such government agency. By subscribing to Service under this Tariff, the Customer acknowledges and agrees with the release of information under the provisions as described above.

SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.5. Service-Affecting Activities

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.

2.1.6. Provision of Equipment and Facilities

A. 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. Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.

B. 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 Company, except upon the written consent of Company.

C. Company may substitute, change any equipment or Facility at reasonable times.

D. Equipment Company provides or installs at the Customer Premises for use in connection with the Services Company offers shall not be used for any purpose other than that for which it was provided by Company.

E. The Customer shall be responsible for the payment of Service charges as set forth herein for visits by 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 Company, including but not limited to the Customer.

SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.6. Provision of Equipment and Facilities, Continued

F. 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 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, 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.

2.1.7. Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside 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 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.

2.1.8. Special Construction

Subject to the agreement of Company and to all of the regulations contained in this Tariff, special construction of Facilities may be undertaken on a reasonable efforts basis at the 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 Company would normally utilize in the furnishing of its Services;

C. over a route other than that which Company would normally utilize in the furnishing of its Services;

D. in a quantity greater than that which Company would normally construct;

SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.8. Special Construction, Continued

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.

2.1.9. Ownership of Facilities

Title to all Facilities in accordance with this Tariff remains in Company, its agents, wholesale partners or contractors.

SECTION 2 - RULES AND REGULATIONS, Continued

2.2. PROHIBITED USES

2.2.1. No Unlawful Purpose

The Services 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. Compliance Letter Required

Company may require Applicants for Service who intend to use Company's offerings for resale and/or for shared use to file a letter with Company confirming that their use of Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

2.2.3. No Interference

Service may not be used in any manner, which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by Company. Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.2.4. Assignment Provisions

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 Company. Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to Company for regulated communications Services. Such a transfer will be treated as a Disconnection of existing Service and installation of new Service, and non-recurring Installation Charges as stated in this Tariff will apply.

SECTION 2 - RULES AND REGULATIONS, Continued

2.2. PROHIBITED USES, Continued

2.2.5. Company-Provided Equipment

Equipment Company provides or installs at the Customer's Premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, Disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.

2.2.6. Service Used for Compensation

Service may not be used for any purpose for which the Customer receives any payment or other compensation, except when the Customer is a duly authorized and regulated common Carrier. This provision does not prohibit an arrangement between the Customer and Authorized User to share the cost of Service.

2.2.7. Service Used to Annoy or Harass

Service may not be used in any manner so as to annoy, abuse, threaten, or harass other persons.

2.2.8. Service Used for Impersonation or Lewd or Obscene Purposes

Service shall not be used to impersonate another person with fraudulent or malicious intent. Service shall not be used to make any oral or written comment, request, suggestion or proposal, or to transmit any nonverbal material, which is obscene, lewd, lascivious, filthy, or indecent, regardless of the format or avenue of transmitting the indecent or obscene material (e.g., 900 or 999 service).

2.2.9. Service Used Without Payment

The use of Company's Services either without payment for Service or attempting to avoid payment for Service including, but not limited to, by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards, and engagement of a third party to commit fraud, is prohibited.

SECTION 2 - RULES AND REGULATIONS, Continued

2.2. PROHIBITED USES, Continued

2.2.10. Rights and Titles Remain with Company

Except as provided by law, Commission regulations or the Federal Communications Commission's regulations, the Customer obtains no property right or interest in the use of any specific type of Facility, Service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with Company.

2.2.11. Use of Resold Services from Other Providers

Customer's use of any resold service obtained from other service providers is also subject to any applicable restrictions in the underlying provider's "service agreements" including, but not limited to, price lists, tariffs, and/or individual customer agreements.

2.2.12. Use for Solicitation by Recorded Messages

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequited or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited in accordance with state and federal laws.

SECTION 2 - RULES AND REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER

2.3.1. Payment of Bills and Charges

A. The Customer shall be responsible for the payment of all applicable charges for Services rendered pursuant to this Tariff and/or contract;

B. Customer is responsible for the payment of any bills for Services and for the resolution of any disputes or discrepancies with Company. Company has no responsibility with respect to billing, charges or disputes related to Services used by Customer which are not included in Services herein including, without limitation, any local, regional and long distance services not provided by Company.

C. A charge of $20.00 will be assessed for checks with insufficient funds or non-existing accounts, unless waived by Company for good cause shown.

D. If the Customer chooses to place information services provider ("ISP") calls or receives calls via a non-Company affiliated Carrier, the Customer will be liable for all charges related to such calls; including without limitation, charges billed to Company or Customer by ISP or other Carriers, and any applicable rebilling charge and charges for any Service provided by Company or its affiliates.

2.3.2. Unauthorized Use

The Customer is responsible for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's Premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over Company's network without the authorization of the Customer.

SECTION 2 - RULES AND REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.3. Compliance with Regulations

The Customer is responsible for compliance with applicable regulations set forth in this Tariff.

2.3.4. Compliance with Law

The Customer shall be responsible for complying with all laws and regulations applicable to use of Services provided under this Tariff and any Services contract between the Customer and the Company.

2.3.5. Identification

The Customer is responsible for verifying the name(s) of the Authorized Users allowed to request and use the Customer's Service, upon Company request, and for establishing identity as often as is necessary during the course of a call to Company or when seeking credits from Company.

2.3.6. Relationship

A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and Company is anything other than one of customer and supplier, respectively. Nothing in this Tariff gives Customer or Authorized Users any Commission to bind or otherwise incur liability on behalf of Company. Nothing in this Tariff constitutes an endorsement by Company of any activity, service or product of Customer or Authorized Users.

SECTION 2 - RULES AND REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.7. Claims – With respect to any Service or Facility provided by Company, the Customer shall indemnify, defend and hold harmless Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for any of the following:

A. Any loss, destruction or damage to the property of Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;

B. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, from (1) combining Company-provided Services and equipment with any facilities, services, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products which Company furnished in a manner Company did not contemplate and over which Company exercises no control;

C. Any claim for breach in the privacy or security of communications transmitted over Company's Services; or

D. Any and all other claims arising out of any act or omission of the Customer or others, in connection with any Service provided by Company pursuant to this Tariff.

SECTION 2 - RULES AND REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.8. Company-Provided Equipment and Facilities

A. Damage to Company Facilities or Equipment - The Customer shall be responsible for reimbursing Company for damage to, or loss of, Company's Facilities or equipment caused by the acts or omissions of the Customer; or the failure of the Customer to comply with these regulations; or by fire or theft or other casualty on the Customer's Premises, unless caused by the negligence or willful misconduct of the employees or agents of Company, beyond the scope of their employment or agency. Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall have no claim to Company's right of recovery of damages to the extent of such payment made.

B. Return of Equipment - Customer will return to Company within five (5) business days of termination of Service all Company-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by Company. Upon demand, Customer will reimburse Company for any costs incurred by Company due to Customer's failure to comply with this Section.

2.3.9. Resources and Rights of Way

A. The Customer must make arrangements or obtain permission for safe, reasonable and continuous access and right-of-way for Company employees or agents of Company to enter the Premises of the Customer or any Authorized User of the Customer at any reasonable hour for the purpose of performing Company's obligations under this Tariff.

B. The Customer shall be responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Subsection (A) above. Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service.

SECTION 2 - RULES AND REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.9. Resources and Rights of Way, Continued

C. The Customer shall be responsible for making Company Facilities and equipment available periodically for maintenance purposes at a time agreeable to both Company and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes.

2.3.10. Working Conditions

A. The Customer shall be responsible for providing, at no charge to Company and as specified from time to time by Company, any needed personnel, equipment, space, power, surge and lightening protection 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.

B. The Customer shall be responsible for 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 Company's Facilities and equipment. The Customer may be required to install and maintain Company Facilities and equipment within a hazardous area if, in Company's opinion, injury or damage to Company's employees or property might result from installation or maintenance by 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.

2.3.11. Liens or Encumbrances

The Customer shall be responsible for not creating or allowing to be placed or maintained any liens or other encumbrances on Company's equipment or Facilities or Customer-Premises equipment leased by the Customer from Company.

SECTION 2 - RULES AND REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.12. Station Equipment

A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the Federal Communications Commission ("FCC") under the FCC's rules and all wiring must be installed and maintained in compliance with those regulations.

B. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for Service interruptions as set forth in Section 2.6 following is not applicable.

C. 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 shall be such as not to cause damage to Company-provided equipment and wiring or injury to Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by Company at the Customer's expense.

SECTION 2 - RULES AND REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.13. Interconnection of Facilities - Any special interface equipment necessary to achieve compatibility between the Facilities and equipment of Company used for furnishing Local Exchange Service and the Channels, facilities, or equipment of others may be provided at the Customer's expense. Company's Services (as detailed in this Tariff) 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 that are applicable to such connections. Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff.

2.3.14. Inspections - Upon reasonable notification to the Customer, and at a reasonable time, Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this Tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections. If the protective requirements for Customer-provided equipment are not being complied with, Company may take such action as it deems necessary to protect its Facilities, equipment and personnel. Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) business days of receiving this notice the Customer must take this corrective action and notify Company of the action taken. If the Customer fails to do this, Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its Facilities, equipment and personnel from harm. Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer equipment must meet.

SECTION 2 - RULES AND REGULATIONS, Continued

2.4. CUSTOMER EQUIPMENT AND CHANNELS

2.4.1. General

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

SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS

2.5.1. Establishment of Service

A. Application for Service

1. An Applicant for Service may be required by Company in its sole discretion to sign an application form requesting Company to furnish Facilities or Service in accordance with the rates, charges, rules and regulations as set forth in this Tariff. This application for Service, where required by Company, together with the provisions of this Tariff, establishes the Contract between Company and the Customer, which may not be assigned or transferred in any manner, without the written consent of Company.

2. If Customer's Service has been terminated or suspended and the Customer wishes to reestablish Service, payment of all unpaid, pending and undisputed charges, as well as a Deposit and or Advance Payment for all connection charges, may be required prior to re-establishing Service, pursuant to rules of the Commission and state laws, if any.

3. Company may refuse to establish Service if any of the following conditions exist:

   (a) The Applicant has an outstanding amount due for similar Services and is unwilling to make acceptable arrangements with Company for payment;

   (b) A condition exists which in Company's judgment is unsafe or hazardous to the Applicant, the general population, or Company's personnel or Facilities;

   (c) The Applicant is known to be in violation of Company's Tariffs filed with the Commission;

SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.1. Establishment of Service, Continued

A. Application for Service, Continued

3. Company may refuse to establish, Continued

(d) Failure of the Applicant to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the Applicant and which have been specified by Company as a condition for providing Service;

(e) Applicant falsifies his or her or its identity for the purpose of obtaining Service;

(f) Company may refuse to provide Service at an address where Service has been discontinued for non-payment of bills for any Service subject to this Tariff if it is determined that the non-payment Customer or real users of the Service still reside at the address; or

(g) The Service requested is not expressly offered under this Tariff.

SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.1. Establishment of Service, Continued

B. Establishment of Credit

1. Request for Service under this Tariff will authorize Company to conduct a credit search on the Customer. Company may refuse Service on the basis of credit history and may refuse further Service due to late payment or nonpayment by the Customer.

2. In order to assure the proper payment of all Customer-incurred charges for Service, Company will require Applicants for Service and Customers to establish and maintain acceptable credit.

3. The establishment or re-establishment of credit by an Applicant or Customer will not relieve the Applicant or Customer from compliance with other responsibilities, including the payment of advance payments or bills, and in no way modifies the provisions concerning Disconnection and termination of Service for failure to pay Customer-incurred charges for Service rendered by Company.

4. Company may refuse to furnish Service to an Applicant that has not paid charges for Service of the same classification previously furnished by Company until, at the option of Company, and/or the Applicant pays any past due bill.

5. If the verification of credit results in unsatisfactory credit information, the Applicant will be informed of the reason or reasons for denial of credit, after which Company may refuse to provide or continue Service pursuant to applicable Commission regulations or State law.

SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.1. Establishment of Service, Continued

B. Establishment of Credit, Continued

6. An existing Customer may be required to reestablish prepayment when any of the following conditions occur:

   (a) During the first twelve (12) months that a Customer receives Service, the Customer pays late three (3) times or has Service Disconnected by Company for nonpayment two (2) times;

   (b) After the first twelve (12) months that the Customer has received Service, the Customer has had Service Disconnected two (2) times by Company or Company provides evidence that the Customer used a device or scheme to obtain Service without payment;

   (c) After the first twelve (12) months that a Customer has received Service, the Customer pays late at least three (3) times during any twelve (12) month period; or

   (d) At any time during the term of the agreement the Customers exceeds the established credit limit.

7. Payment by a Customer of past-due bills will not, of itself, relieve the Customer from the obligation of establishing credit.

8. A Customer may be required to reestablish credit when the nature of Service furnished or the basis on which credit was established has significantly changed.

9. If a Customer fails to reestablish credit as required by Company, Service may be Disconnected pursuant to Commission rule(s) and state laws, if applicable.

SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.2. Payment for Service

A. Facilities and Service Charges - The Customer is responsible for the payment of all charges for Facilities and Services furnished by Company to the Customer and to all Authorized Users authorized by the Customer, regardless of whether those Services are used by the Customer itself or are resold to or shared with other persons.

B. Taxes and Fees - The Customer is responsible for payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges imposed on or based upon the provision, sale or use of Company's Services.

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

D. Return Check Charge - Checks presented in payment for Services and subsequently returned to Company by the Customer's financial institution for "Non-Sufficient Funds" or other reasons will incur a nonrecurring charge per Customer, per check in accordance with Section 2.3.1.C. of this Tariff.

2.5.3. Billing and Collection of Charges

A. The Company will comply with the provisions of R14-2-508(B) and (C) with respect to billing format and billing terms. Recurring charges are billed monthly. Usage charges, if applicable, are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No local usage charges will apply to calls received by the Customer.

B. Billing is payable upon receipt and past due twenty (20) calendar days following the billing date. The Company may impose a monthly late payment charge not to exceed 1.5 percent for the unpaid balance if bills are not paid within twenty (20) days after the date of posting. Where any undercharge in billing of a Customer is the result of a Company mistake, Company will back bill Customer for applicable charges up to six (36) months.

SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.4. Advanced Payments

Company does not accept advanced payments.

2.5.5. Deposits

Company does not accept deposits.

Issued by: Glen Nelson, Vice President, Business Development
New Horizons Communications Corp.
420 Bedford Street, Suite 250
Lexington, MA 02420

SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.6. Disputed Bills

The Customer is responsible for notifying Company in writing, within twenty-one (21) calendar days of the date of mailing of the bill, of any charges in dispute and the specific basis of such dispute by the date on the invoice.

In case of a billing dispute between Customer and Company as to the correct amount of a bill which cannot be adjusted with mutual satisfaction. Customer may enter the following arrangement if confirmed by Company:

A. Customer requests and Company will comply with the request for an investigation and review of the disputed amount.

B. The Customer pays the undisputed portion of the bill by the invoice Due Date shown on the bill. Otherwise the Service will be subject to Disconnection if Company has notified Customer by written notice of such delinquency and impending termination.

If there is still disagreement after the investigation and review by a manager of Company, Customer may appeal to the Commission for its investigation and decision.

Company will respond to requests for information within the timeframe specified by the Commission.

The Commission will review the claim regarding the disputed amount and communicate the results of its review to Customer and Company. Following staff review, the disputed amount becomes due and payable, unless either party files a formal complaint with the Commission.

In order to avoid Disconnection of Service, such amount must be paid within seven (7) calendar days after the date Company notifies Customer that the investigation and review are completed and that such payment must be made or Service will be interrupted. However, the Service will not be Disconnected prior to the Due By Date shown on the bill.

SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.6. Disputed Bills, (Continued)

The address, telephone number, and web address of the Commission is as follows:

Arizona Corporation Commission
Consumer Services Section
1200 West Washington Street
Phoenix, Arizona 85007

Telephone number:	602.542.4251
Toll Free:	800.222.7000
Web Site:	http://www.azcc.gov/divisions/utilities/consumerServices.asp

2.5.7. Late Payment Charges

Collection procedures and the requirement for a Deposit or Advance Payment are not affected by the application of a late payment charge.

2.5.8. Credit Limit

Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

2.5.9. The Issuance of Credit or Payments

Customers may contact Company for resolution of billing disputes by telephone to Company's Customer Operations Center at 855.600.4642 (Option 1) or in writing addressed to the attention of Company Customer Operations Center, 6836 International Center Boulevard, Fort Myers, FL 33919; Electronic Mail: http://www.nhcgrp.com/contact.html. Customer Service representatives are available to address inquiries during Company business hours 24 hours a day, 7 days a week.

SECTION 2 - RULES AND REGULATIONS, Continued

2.6. INTERRUPTIONS OF SERVICE

2.6.1. General

A. Company may temporarily interrupt Service when necessary to affect repairs or maintenance; to eliminate an imminent threat to life, health, safety or substantial property damage; or for reasons of local, State or National emergency. Company shall establish procedures to be followed by its employees to prevent or mitigate interruption or impairment and provide prompt oral or written notification to affected Customers.

B. It is the obligation of the Customer to notify Company of any interruptions in Service. Before giving such notice, the Customer will ascertain that the trouble is not being caused by any action or omission of the Customer, is not within the Customer's control, and is not in wiring or equipment connected to the terminal of Company.

C. If the Customer reports to Company that a Service, Facility or Circuit is inoperative but declines to release it for testing and repair, or refuses access to Customer Premises for test and repair by Company or an agent of Company, the Service, Facility or Circuit is considered to be impaired but not interrupted. No credit allowance will be made for a Service, Facility or Circuit considered by Company to be impaired. The Customer will be responsible for the payment of Service charges as set forth herein when the Service difficulty or trouble report results from the use of equipment or Facilities provided by any party other than Company, including, but not limited, to the Customer.

SECTION 2 - RULES AND REGULATIONS, Continued

2.6. INTERRUPTIONS OF SERVICE, Continued

2.6.2. Limitations of Allowances

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

A. Due to the negligence of, willful act of, or noncompliance with the provisions of this Tariff by, the Customer or by third parties the Customer's Premises;

B. Due to the malfunction of Customer-owned telephone equipment;

C. Due to a Force Majeure;

D. During any period in which Company is not given full and free access to Company-provided Facilities and equipment for the purposes of investigating and correcting interruptions;

E. During any period when the Customer has released Service to Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements;

F. That occurs or continues due to the Customer's failure to authorize placement of any element of special construction;

G. That occurs when Company, under the terms of the Contract for Service, suspends or terminates Services for nonpayment of charges; or

H. For the unlawful or improper use of the Facilities or Service.

SECTION 2 - RULES AND REGULATIONS, Continued

2.6. INTERRUPTIONS OF SERVICE, Continued

2.6.3. 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.

2.6.4. Application of Credits for Interruptions in Service

A. Credits for interruptions in Service that are provided and billed on a flat rate basis for a minimum period of at least one (1) month, beginning on the date that billing becomes effective, will in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of Service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Credit will be given only for that portion of the Customer's Service affected by the interruption.

B. For calculating allowances, every month is considered to have thirty (30) calendar days.

2.6.5. Credit Allowance for Interruptions in Service

If the interruption is for more than twelve (12) hours, an allowance, at the rate for that portion of the Customer's Service affected by the interruption, will be made upon request for the time such interruption continues after the fact is reported by the Customer or detected by Company as follows:

A. If the interruption is for twelve (12) hours or less, no allowance will be made.

B. If the interruption continues for more than twenty-four (24) hours, the allowance will be equal to one thirtieth (1/30th) of the monthly rates for the first full twenty four (24) hour period and for each succeeding twenty four (24) hour period or fraction thereof.

SECTION 2 - RULES AND REGULATIONS, Continued

2.7. RESTORATION OF SERVICE

2.7.1. The use and restoration of Service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Commission, which specifies the priority system for such activities.

2.7.2. At the Customer's request Service shall be restored when the causes of suspension or discontinuance have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the Customer or Applicant, including any proper Deposit, have been made as provided for in the Tariff; or as the Commission may order pending resolution of any bona fide dispute between Company and the Customer or Applicant over the Disconnection.

2.7.3. When a Customer's Service has been Disconnected in accordance with this Tariff and the Service has been terminated through the completion of a Company Service order, Service will be restored only upon the basis of application for new Service.

2.7.4. A Customer whose Service has been discontinued for failure to establish credit or for nonpayment of bills will be required to pay the unpaid balance due Company before Service is restored.

2.7.5. Whenever Service has been discontinued for fraudulent or other unlawful use, Company may, before restoring Service, require the Customer to make, at its own expense, all changes in Facilities or equipment necessary to eliminate such fraudulent or otherwise unlawful uses and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

2.7.6. Any Customer whose Service has been Disconnected may be required to pay Service reconnection charges equal to the initial Service Order Charge before Service is restored.

SECTION 2 - RULES AND REGULATIONS, Continued

2.8. USE OF CUSTOMER'S SERVICE BY OTHERS

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. Company will accept orders to start, rearrange, relocate, or discontinue Service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the Service, each Joint Authorized User shall be responsible for the payment of the charges billed to it.

SECTION 2 - RULES AND REGULATIONS, Continued

2.9. CANCELLATION OF SERVICE BY CUSTOMER

2.9.1. Customer may cancel local Service by providing notice to Company thirty (30) calendar days prior to cancellation.

2.9.2. Customer is responsible for usage charges while still connected to Company's Service and for the payment of associated local Exchange Company charges, if any, for Service charges.

2.9.3. Any cost of Company expenditures shall be borne by the Customer if:

A. The Customer orders Service requiring special Facilities dedicated to the Customer's use and then cancels the order before such Service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or

B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and

C. If based on an order for Service and construction has either begun or has been completed, but no Service provided.

SECTION 2 - RULES AND REGULATIONS, Continued

2.10. CANCELLATION OF SERVICE BY COMPANY

2.10.1. Non-permissible Reasons to Disconnect Service

Pursuant to R14-2-509(A), the Company may not Disconnect Service for any of the reasons stated below:

A. Delinquency in payment for Services rendered to a prior Customer at the Premises where Service is being provided, except in the instance where the prior Customer continues to reside on the Premises.

B. Failure of the Customer to pay for Services or equipment which are not regulated by the Commission.

C. Residential Service, although not offered under this tariff, may not be Disconnected due to nonpayment of a bill related to another class of Service.

D. Failure to pay for a bill to correct a billing error if the Customer agrees to pay over a reasonable period of time.

E. Failure to pay the bill of another Customer as guarantor thereof unless guarantor does not make acceptable payment arrangements.

F. Disputed bills where the Customer has complied with the Commission's rules on complaints.

2.10.2. Discontinuance Without Notice

Pursuant to the provisions of R14-2-509(B), the Company may terminate the Service of Customers without notice under the following circumstances:

A. The existence of an obvious hazard to the safety or health of the consumer or the general population or the Company's personnel or Facilities; or

B. The Company has evidence of tampering or evidence of fraud.

The Company will not be required to restore Service until the conditions that resulted in the termination have been corrected to the Company's satisfaction.

SECTION 2 - RULES AND REGULATIONS, Continued

2.10. CANCELLATION OF SERVICE BY COMPANY, Continued

2.10.3. Discontinuance of Service with Notice

The Company may Disconnect a Customer's Service upon five (5) days written notice according to the provisions of R14-2-509(C), below:

A. The Company may Disconnect Service to any Customer for any reason stated below provided the Company has met the notice requirements established by the Commission:

1. Customer violation of any of the Company's tariffs filed with the Commission and/or violation of the Commission's rules and regulations.

2. Failure of the Customer to pay a bill for Service.

3. Failure to meet or maintain the Company's credit and Deposit requirements.

4. Failure of the Customer to provide the Company reasonable access to its equipment and property.

5. Customer breach of Contract for Service between the Company and Customer.

6. When necessary for the Company to comply with an order of any governmental agency having such jurisdiction.

7. Unauthorized resale of equipment or Service.

SECTION 2 - RULES AND REGULATIONS, Continued

2.10. CANCELLATION OF SERVICE BY COMPANY, Continued

2.10.4. Termination Notice Requirements

A. The Company will not terminate Service to any of its Customers without providing advance written notice to the Customer of the Company's intent to Disconnect Service, except under those conditions specified where advance written notice is not required.

B. Pursuant to the provisions of R14-2-509(D), such advance written notice will contain, at a minimum, the following information:

1. The name of the person whose Service is to be terminated and the telephone number where Service is being rendered.

2. The Company rule or regulation that was violated and explanation thereof or the amount of the bill which the Customer has failed to pay in accordance with the payment policy of the Company, if applicable.

3. The date on or after which Service may be terminated.

4. A statement advising the Customer to contact the Company at a specific phone number for information regarding any deferred billing or other procedures which the Company may offer or to work out some other mutually agreeable solution to avoid termination of the Customer's Service.

SECTION 2 - RULES AND REGULATIONS, Continued

2.10. CANCELLATION OF SERVICE BY COMPANY, Continued

2.10.5. Payment Obligation up to Discontinuance of Service

The discontinuance of Service(s) by Company pursuant to this Section does not relieve the Customer of any obligations to pay Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies available to Company set forth herein shall not be exclusive and Company shall at all times be entitled to all the rights available to it under law or equity.

2.11. NOTICES AND COMMUNICATIONS

2.11.1. The Customer will designate an address to which Company will mail or deliver all notices and other communications. The Customer may also designate a separate address to which Company's bills for Service will be mailed.

2.11.2. Company will designate on the bills an address to which the Customer will mail or deliver all notices and other communications. Company may designate a separate address on each bill for Service to which the Customer will mail payment on that bill.

2.11.3. All notices or other communications required to be given pursuant to this Tariff will be in writing, unless otherwise provided.

2.11.4. Company or the Customer will 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.

2.12. FULL FORCE AND EFFECT

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

2.13. TAXES, FEES AND SURCHARGES

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for Services provided to the Customer and other similar charges. Taxes and fees include, but are not limited to, Federal Universal Service Fund surcharge, State Universal Service Fund surcharge, Federal Access Charge, Carrier Access Charge, Federal Excise Tax, State Sales Tax, and Municipal Tax, E911 and Local Number Portability surcharges. Unless otherwise specified in this Tariff, such taxes, fees and surcharges are in addition to rates as quoted in this Tariff and will be itemized separately in Customer invoices.

SECTION 3 – DESCRIPTION OF SERVICE

3.1. APPLICATION OF RATES AND CHARGES

All Services offered in this Tariff are subject to Service order and change charges where the Customer requests new Services or changes in existing Services, as well as indicated Non-Recurring and Monthly Recurring Charges.

3.1.1. General

A. The following sections set forth the rules and regulations governing the application of rates for Company Services, including the following general rate categories:

1. Nonrecurring Charges for installation of Facilities and Services;
2. Monthly Recurring Charges for availability and use of Facilities and Services; and
3. Usage or Transaction Charges (where applicable).

B. Local Exchange Services

The following local exchange Network Services are available to Customers where provisioning is technically and commercially feasible.

1. Local Exchange Services
2. Optional Calling Features
3. Directory Listing Services

SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.1. APPLICATION OF RATES AND CHARGES, Continued

3.1.2. Service Connection and Maintenance Charges

A. Service Connection Charges

1. Service Connection Charges are Nonrecurring Charges for establishing or modifying Services. Unless specifically exempted in this or other Sections of this Tariff, Service Connection Charges apply to all Customer-initiated requests, and are in addition to all other scheduled rates and charges.

2. Charges for installation or rearrangement of Service are billed on the next month's bill immediately following work performed by Company.

3. The charges specified in this Tariff reflect Service provided during regularly scheduled work hours, at current installation intervals and without work interruptions by the Customer.

4. Customer requests for expedited Services that require installations on a date that is offered on a later date may result in an increase in applicable Service Connection Charges.

5. Customers that request Service connection to be performed outside of normal business hours shall also incur an additional Service Connection Charge (excluding the Service Ordering Charge) as well as any additional costs attendant to the request.

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.2. EXCHANGE SERVICES

3.2.1 Local Exchange Service Territory

Company's Service territory within the State of Arizona mirrors that of Qwest Corporation d/b/a CenturyLink QC Exchange Service territory for those companies with whom Company maintains an operating agreement.

3.2.2 Local Exchange Service

A. 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. Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other Station equipment.

B. Local Exchange Services provide a Customer connection to Company's network, enabling the Customer, among other things, to:

1. Originate communications to other points on Company's underlying network;
2. Receive communications from other points on Company's underlying network;
3. Access Company's Services as set forth in this and other Company Tariffs;
4. Access local, interexchange and international telecommunications Services provided by other authorized Carriers and the Customers of such Carriers to the extent such Carriers are interconnected with Company's underlying network;
5. Access Company's Customer Service for Service-related assistance;
6. Access 911 or E911 Services, where available, directory assistance, and telecommunications relay Services; and
7. Access Directory Assistance.

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.2. EXCHANGE SERVICES, Continued

3.2.2. Local Exchange Service, Continued

C. Local Exchange Service lines and Trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the Service plan selected by the Customer. Not all Service plans will be available in all areas.

D. Recurring charges for 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. 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.

E. Local Exchange Services may not be available to originate calls to other telephone companies' caller-paid information Services (*e.g.*, NPA 900-NXX, 976-NXX, etc.). Calls to those numbers and other numbers used for caller-paid information Services are blocked by Company.

F. Local Exchange Customers receive one listing per assigned telephone number in the local White Pages Directory and receive a copy of the White Pages Directory at no additional charge.

G. Whenever any Customer's telephone number is changed after a directory is published, the Company shall, upon Customer's request, intercept all calls to the former number for the time requested by the Customer and give the calling party the new number, provided existing Central Office equipment will permit and the Customer so desires.

H. When Service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.2. EXCHANGE SERVICES, Continued

3.2.3. Services Offered

The following Network Services are available to business Customers and for resale by other Carriers certificated by the Commission:

Standard Business Line Service
PBX Trunk Service
Direct Inward Dial (DID) Service
Optional Calling Features
ISDN PRI Service

The following Services are available to business Customers and are not offered on a resale basis as of the effective date of this page.

Listing Services (including Non Published and Non Listed Services)
Directory Assistance
Miscellaneous Services

3.2.4. Application of Rates and Charges

All Services offered in this Tariff are subject to Service order and change charges where the Customer requests new Services or changes in existing Services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for local calling Services may be assessed on a measured rate basis and are additional to monthly recurring charges shown for Business lines, PBX Trunks, DID Trunks and Digital/DS1 Service.

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.3. INTEREXCHANGE SERVICES*

3.3.1. Intrastate Long Distance - Permits Customers to originate calls via switched or dedicated Access Lines and to terminate intrastate calls. The Customer dials "1+" followed by "ten digits" or dials "1010XXX" followed by "1 + ten digits". Further, the Service permits a Customer connection to Company's network, enabling the Customer, among other things, to access Interexchange and international telecommunications Services provided by other authorized Carriers and the Customers of such Carriers to the extent such Carriers are interconnected with Company's network; access Company's business office for Service-related assistance; access Operator-Assisted Calling Services; and access Directory Assistance.

3.3.2. **Toll Free Service –** This Service is inbound calling only where an 800, 888 or other Toll Free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated Facility.

3.3.3. **Directory Assistance –** Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

SECTION 4 - SERVICE CHARGES AND SURCHARGES

4.1 Service Order and Change Charges

Non-recurring charges apply to processing Service Orders for new Service, for changes in Service.

Line Connection Charge	
Each Line, Maximum	$108.00
Each Line, Minimum	$22.00
Line Change Charge	
Each Line, Maximum	$20.00
Each Line, Minimum	$5.00

4.2 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's Premises to perform work necessary for installing new Service, effecting changes in Service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's Facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company Facilities, but the trouble is later determined to be in those Facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer Premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

Duration of time, per technician	
Initial 15 minute increment, Maximum	$82.00
Initial 15 minute increment, Minimum	$20.00
Each Additional 15 minute increment, Maximum	$17.00
Each Additional 15 minute increment, Minimum	$4.00

4.3 Restoration of Service

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

Per occasion, Maximum	$108.00
Per occasion, Minimum	$20.00

SECTION 5 – NETWORK SERVICES DESCRIPTIONS

5.1 General

5.1.1 Services Offered

The following Network Services are available to business Customers and for resale by other Carriers certificated by the Commission:

Standard Business Line Service
PBX Trunk Service
Direct Inward Dial (DID) Service
Optional Calling Features
ISDN PRI Service

The following Services are available to business Customers and are not offered on a resale basis as of the effective date of this page.

Listing Services (including Non Published and Non Listed Services)
Directory Assistance
Miscellaneous Services (including Presubscription and Hunting Services)

5.1.2 Application of Rates and Charges

All Services offered in this tariff are subject to Service order and change charges where the Customer requests new Services or changes in existing Services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for local calling Services may be assessed on a measured rate basis and are additional to monthly recurring charges shown for Business lines, PBX Trunks, DID Trunks and ISDN/PRI Service.

SECTION 5 – NETWORK SERVICES DESCRIPTIONS, Continued

5.2 Standard Business Line

Standard 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. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line 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.

5.3 PBX Trunk Service

PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications Channel which can be used to place one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network. PBX Trunks are available to Business Customers as Inward, Outward or Two-Way combination Trunks where Services and Facilities permit.

5.4 Direct Inward Dialing (DID) Service

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID Service as offered by the Company provides the necessary Trunks, telephone numbers, and out-pulsing of digits to enables DID Service at a Customer's location. DID Service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

SECTION 5 – NETWORK SERVICES DESCRIPTIONS, Continued

5.5 Optional Calling Features

The features listed in Section 5.5.1, among others, are offered by the Company to business Customers. Refer to Price Lists in Sections 6 and 7 of this tariff for specific features offered with each type of Local Exchange Service.

5.5.1 Features Descriptions

A. **Abbreviated Access - One Digit & Two Digits (Shared List):** Allows a Customer to place a call to a predetermined telephone number by dialing an abbreviated code. Two arrangements are available, namely, Abbreviated Access, one-digit or Abbreviated Access, two-digit. The Customer shares a speed call list with their Abbreviated Access provider and the provider controls the speed call list and informs clients of the digit(s) to dial to reach the predetermined telephone number.

B. **Call Block:** Enables a Customer to reject call attempts from up to 15 numbers of calling parties by dialing a code and the telephone numbers of calls to be rejected. Any call attempts to the Customer from these numbers will be prevented from terminating to the Customer and will instead be connected to an announcement informing the caller that the call is not presently being accepted by the called party. A Customer may also reject future calls from the most recent call received by dialing a code after completing the call.

C. **Call Trace:** Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only. After receiving the call which is to be traced, the Customer dials a code and the traced telephone number is automatically sent to the Company for further action. The Customer originating the trace will not receive the traced telephone number. The results of a trace will be furnished only to legally constituted law enforcement agencies or authorities upon proper request by them. The Company is not liable for damages if, for any reason, the Call Trace attempt is not successful. After three successful traces to the same number, the Customer may request the Company take deterrent action. In extenuating circumstances, such as life and death threats, obscene or harassing calls, the Company will take appropriate deterrent action after one activation of Call Trace.

SECTION 5 – NETWORK SERVICES DESCRIPTIONS, Continued

5.5 Optional Calling Features, Continued

5.5.1 Feature Descriptions, Continued

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

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

F. **Caller ID – Name & Number:** Allows for the automatic delivery of a calling party's name and telephone number (including non-published and non-listed telephone numbers) to the called Customer, which gives the called Customer an opportunity to decide whether to answer the call immediately or not. The name and number are displayed on Customer provided equipment.

G. **Caller ID - With Privacy+**: Includes the Caller Identification - Name and Number functionality and, in addition, provides the Customer with the ability to screen private and unidentified calls that are placed to their number.

H. **Continuous Redial:** Allows a Customer to dial a code that will cause the feature to automatically redial the last number the Customer dialed. If the called number is busy, the feature will redial the called number for a limited period of time. A tone alerts the Customer when the called number becomes available. This Service is available on a usage or subscription basis.

SECTION 5 – NETWORK SERVICES DESCRIPTIONS, Continued

5.5 Optional Calling Features, Continued

5.5.1 Feature Descriptions, Continued

I. **Dial Call Waiting:** Allows a Customer with a line equipped with the feature to direct a Call Waiting tone or a Distinctive Alert signal to a line equipped with Distinctive Alert. The feature is activated by dialing a preset access code and the telephone number of the line to which the signal is directed.

J. **Directed Call Pickup:** Allows a Customer to answer a call, during the ringing cycle, that is directed to another line by dialing a preset access code and the telephone number of the line to be answered. Both the originating line and the line to be answered must be equipped with the feature.

K. **Distinctive Alert**: Allows a Customer to receive an audible Call Waiting tone or Distinctive Ringing signal from a line equipped with Dial Call Waiting. If the called line is idle, a Distinctive Ringing signal will be heard. If the called line is busy, the called line receives a Call Waiting tone.

L. **Hot Line:** Hot Line Service allows a Customer to establish a switched connection to a predetermined number when the Customer's telephone goes off-hook. No dialing is required and the call is processed automatically to the predetermined telephone number.

M. **Warm Line:** Warm Line Service allows a Customer to establish a switched connection to a predetermined number if the Customer does not dial a number within a specified length of time after going off-hook. When the Customer's telephone goes off-hook and dialing begins within a specified time delay period, the call will proceed normally as dialed. If dialing has not started before the end of the predefined time delay period, a predetermined stored number is automatically dialed by the Central Office switching equipment.

SECTION 5 – NETWORK SERVICES DESCRIPTIONS, Continued

5.5 Optional Calling Features, Continued

5.5.1 Feature Descriptions, Continued

N. **Last Call Return:** Allows a Customer to dial a code that will cause the feature to automatically redial the number of the last incoming call to that line, whether the call was answered or not. The Customer does not have to know the number of the calling party. If the calling party's number is blocked, by the calling party, the Service will not return the call. If the called number is busy, the feature will redial the called number for a limited period of time. A tone alerts the Customer when the called line is available. This Service is available on a usage or subscription basis.

O. **Priority Call:** Allows a Customer to assign a maximum of 15 callers' telephone numbers to a special list. The Customer will hear a distinctive ring at his/her location when calls are received from callers' telephone numbers on that list.

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

SECTION 5 – NETWORK SERVICES DESCRIPTIONS, Continued

5.6 ISDN PRI SERVICE

ISDN PRI offers an array of value-added features, such as calling number identification and call-by-call selection that enhance productivity. ISDN PRI is configured with 23 64 Kbps bi-directional B (Bearer) Channels and one 64 Kbps D (Data) Channel. Unique to ISDN PRI is its ability to designate the D Channel to handle all of the signaling and call control requirements and leave the remaining 23 B Channels free for any mix of circuit-switched voice and data.

5.7 Listing Services

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

5.7.1 Non-Published Service

This optional Service provides for suppression of printed and recorded Directory Listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

5.7.2 Non-Listed Service

This optional Service provides for suppression of printed Directory Listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

5.8 Directory Assistance

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance. Customers will be notified of listing, but the call will not be completed.

SECTION 5 – NETWORK SERVICES DESCRIPTIONS, Continued

5.9 Miscellaneous Services

5.9.1 Presubscription Services

This Service provides for the Presubscription of local Exchange lines provided by the Company to the IntraLATA and InterLATA long distance Carrier(s) selected by the Customer.

5.9.2 Hunting Service

Hunting Service is an optional arrangement available to Customers with two or more individual line or Trunk Services.

SECTION 6 – RATES AND CHARGES

6.1 General

Services provided in this tariff section are available on a Resale Service basis. Local Resale Services are provided through the use of resold switching and transport Facilities obtained from Other Telephone Companies.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified Local Exchange Services to Customers through resale of Local Exchange Services.

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the Commission. The rates, terms and conditions set forth in this Section are applicable as of the effective date hereof.

SECTION 6 – RATES AND CHARGES, Continued

6.2 Standard Business Local Exchange Service

Standard 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. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line 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 are provided. Service is available on a flat rate, measured rate or message rate basis depending on the Service plan selected by the Customer. Not all Service plans will be available in all areas.

Recurring charges for Standard 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. 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.

6.2.1 Monthly Recurring Charges

The following charges apply to Standard Business Local Exchange Service lines per month. Rates and charges include Touchtone Service for each line. The rates and charges below apply to Service provided on a month-to-month basis.

Flat Rate, Maximum	$85.00
Flat Rate, Minimum	$22.00
Measured Rate, Maximum	$37.00
Measured Rate, Minimum	$5.00

SECTION 6 – RATES AND CHARGES, Continued

6.2 Standard Business Local Exchange Service

6.2.2 Usage Sensitive Charges and Allowances

A. Message Service

Customers subscribing to Message Rate Service will receive a monthly usage allowance of fifty (50) outgoing calls and will pay a monthly recurring Service charge. This allowance is applied to local calls placed from the Customer's line. Local usage in excess of the allowance will be billed in arrears. Local usage is billed on a per call basis.

Per Local Call over 50 allowed calls, Maximum	$0.25
Per Local Call over 50 allowed calls, Minimum	$0.04

B. Measured Rate Service

Customers subscribing to Measured Rate Service will pay a recurring Service charge and a local usage per minute charge. The Measured Rate Service per minute rate will be applied to local calls placed from the Customer's line.

	First Minute	Additional Minute
Daytime, Maximum	$0.15	$0.05
Daytime, Minimum	$0.01	$0.01
Evening, Maximum	$0.08	$0.03
Evening, Minimum	$0.001	$0.005
Night, Maximum	$0.05	$0.00
Night, Minimum	$0.05	$0.010

Time Applicable

Rates	From	Including	Days Applicable
Daytime	7:00 a.m.	7:00 p.m.	Monday through Sunday
Evening	7:00 p.m.	12:00 a.m.	Monday through Sunday
Night	12:00 a.m.	7:00 a.m.	Monday through Sunday

SECTION 6 – RATES AND CHARGES, Continued

6.2 Standard Business Local Exchange Service, Continued

6.2.3 Business Local Calling Packages

Business Feature Package

A. Description

Business Feature Package is a package of features available to business Customers in conjunction with an individual flat rate or additional flat rate Access Line. Business Customers subscribing to the package are entitled to choose five Services/features from the features specified in Section 5.5.1 for their package. Directory Assistance and Voice Messaging* can be selected as additional Services or features.

B. Terms and Conditions

1. All terms and conditions specified elsewhere for the respective Services/features requested as part of this package shall apply.

2. A Customer choosing Caller ID - Name and Number will automatically be provided with Anonymous Call Rejection.

3. A Customer may choose one or more compatible features in the Call Forwarding Family as one of their selections.

4. A Customer may choose Call Waiting or Call Waiting ID from the Call Waiting Family as one of their selections. They may add Long Distance Alert as part of that selection.

5. A Customer who chooses the Company's Voice Messaging Service* will also be provided with Call Forwarding Busy Line/Don't Answer, Easy Access* and Message Waiting Indication as part of their Voice Messaging Service selection. A Customer who wishes to use another provider's Voice Messaging Service will be provided with Call Forwarding Busy Line/Don't Answer, Easy Access and Message Waiting Indication and it will not be counted as one of their five selections of features/Services.

6. All Services or features selected in the package can only be provided where technically available and compatible with other features the Customer may choose to order.

* This Service is not regulated by the Commission.

SECTION 6 – RATES AND CHARGES, Continued

6.2 Standard Business Local Exchange Service, Continued

6.2.3 Business Local Calling Packages, Continued

C. Rates and Charges

1. The monthly rate that follows includes a business individual flat rate or additional flat rate line as specified in 5.2, preceding. Where applicable, incremental charges specified in 5.2, preceding, apply.

2. Normal nonrecurring charges associated with the line as specified in 5.2, preceding, apply where Business Feature Package is provided in association with the installation of a new business line or additional flat rate line or the move of a business line or additional flat rate line from one location to another.

3. Services or features specified in Section 5.5.1 may be added or changed without a nonrecurring charge.

4. Recurring rates and nonrecurring charges specified elsewhere apply to add or change any feature or Service not specified 5.5.1.

5. Business Feature Package will be provided at the following rate:

Per individual or additional flat rate business line	
Maximum	$120.00
Minimum	$30.00

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SECTION 6 – RATES AND CHARGES, Continued

6.3 Business PBX Trunk Service

PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications Channel which can be used to place one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network.

PBX Trunks are available to business Customers as Inward, Outward or Two-Way combination Trunks where Services and Facilities permit.

Each PBX Trunk is provided with Touchtone signaling at no additional charge. An optional per Trunk Hunting feature is available for Customers which routes a call to the next idle Trunk in a prearranged group (see Sections 5.3 and 9.2).

PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges (see Section 5.4).

6.3.1 Flat Rate Service

Installation, Maximum	$151.00
Installation, Minimum	$35.00
per month, per Trunk, Maximum	$89.00
per month, per Trunk, Minimum	$22.00

6.3.2 Measured Rate Service

Installation, Maximum	$151.00
Installation, Minimum	$35.00
per month, per Trunk, Maximum	$40.00
per month, per Trunk, Minimum	$ 9.00

Plus Usage Charges:

Maximum

	Day	Evening	Night
First Minute	$0.10	$0.08	$0.05
Additional Minute	$0.05	$0.014	$0.03

Minimum

	Day	Evening	Night
First Minute	$0.02	$0.01	$0.001
Additional Minute	$0.01	$0.005	$0.005

Rates	From	Including	Days Applicable
Daytime	7:00 a.m.	7:00 p.m.	Monday through Sunday
Evening	7:00 p.m.	12:00 a.m.	Monday through Sunday
Night	12:00 a.m.	7:00 a.m.	Monday through Sunday

SECTION 6 – RATES AND CHARGES, Continued

6.4 Direct Inward Dialing (DID) Service

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID Service as offered by the Company provides the necessary Trunks, telephone numbers, and out-pulsing of digits to enable DID Service at a Customer's location. DID Service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

The following charges apply to Customers subscribing to DID Service provided by the Company. These charges are in addition to recurring and non-recurring charges for PBX Trunks as shown in Section 6.3 of this Tariff. The Customer will be charged for the number of DID numbers utilized out of the available 20 numbers.

	Installation Charge	Monthly Recurring
Establish Trunk Group and Provide		
1st Block of 20 DID Numbers, Maximum	$40.00	$7.00
1st Block of 20 DID Numbers, Minimum	$10.00	$2.00
Each Additional Block of 20 DID Numbers		
Maximum	$3.00	$0.30
Minimum	$0.50	$0.10
DID Trunk Termination:		
Per Inward Only Trunk, Maximum	$70.00	$85.00
Per Inward Only Trunk, Minimum	$20.00	$22.00
Automatic Intercept Service,		
Per Number Referred, Maximum	$50.00	N/A
Per Number Referred, Minimum	$10.00	N/A

SECTION 6 – RATES AND CHARGES, Continued

6.5 Optional Calling Features

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of Service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

6.5.1 Features Offered on a Usage Sensitive Basis

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

Maximum

Optional Calling Features	
Three-Way Calling, Per Activation	$2.00
Call Return, Per Activation	$2.00
Repeat Dialing, Per Activation	$2.00
Call Trace, Per Activation *	$2.00

Minimum

Optional Calling Features	
Three-Way Calling, Per Activation	$0.95
Call Return, Per Activation	$0.95
Repeat Dialing, Per Activation	$0.95
Call Trace, Per Activation *	$1.00

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.

The maximum per use charge per billing period $7.60

SECTION 6 – RATES AND CHARGES, Continued

6.5 Optional Calling Features, Continued

6.5.2 Features Offered on a Monthly Basis

Maximum

Optional Calling Feature (cont'd)	
Caller ID – Basic	$20.00
Caller ID – Deluxe	$5.00
Caller ID – Deluxe W/Anonymous Call Rejection	$5.00
Anonymous Call Rejection	$7.00
Call Block	$8.00
Call Return	$8.00
Call Selector	$8.00
Call Tracing	$8.00
Calling Number Delivery Blocking (per line equipped)	$1.00
Message Waiting Indication – Audible	$1.00
Message Waiting Indication – Audible and Visual	$1.00
Multiple Directory Number Distinctive Ringing – First DN	$16.00
Multiple Directory Number Distinctive Ringing – Second DN	$20.00
Preferred Call Forwarding	$8.00
Repeat Dialing	$8.00
Speed Calling (30 codes)	$12.00
Speed Calling (8 codes)	$5.00
Three Way Calling	$8.00
Abbreviated Access – One Digit (Shared List)	$40.00
Each line arranged	$3.00
Abbreviated Access – Two Digits (Shared List)	$60.00
Each line arranged	$1.00
Caller ID – Number	$15.00
Caller ID – Name & Number	$15.00
Caller ID – With Privacy +	$22.00
Call Transfer	$12.00
Continuous Redial	$7.00
Dial Call Waiting	$5.00
Directed Call Pickup	$2.00
Distinctive Alert	$2.00
Hot Line	$4.00
Warm Line	$5.00
Last Call Return	$6.00
Priority Call	$7.00

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SECTION 6 – RATES AND CHARGES, Continued

6.5 Optional Calling Features, Continued

6.5.2 Features Offered on a Monthly Basis

Minimum

Optional Calling Feature (cont'd)	
Caller ID – Basic	$4.00
Caller ID – Deluxe	$4.00
Caller ID – Deluxe W/Anonymous Call Rejection	$4.00
Anonymous Call Rejection	$1.00
Call Block	$1.00
Call Return	$1.00
Call Selector	$1.00
Call Tracing	$1.00
Calling Number Delivery Blocking (per line equipped)	$0.00
Message Waiting Indication – Audible	$0.30
Message Waiting Indication – Audible and Visual	$0.30
Multiple Directory Number Distinctive Ringing – First DN	$3.00
Multiple Directory Number Distinctive Ringing – Second DN	$5.00
Preferred Call Forwarding	$2.00
Repeat Dialing	$2.00
Speed Calling (30 codes)	$2.00
Speed Calling (8 codes)	$1.00
Three Way Calling	$2.00
Abbreviated Access – One Digit (Shared List)	$10.00
Each line arranged	$0.25
Abbreviated Access – Two Digits (Shared List)	$15.00
Each line arranged	$0.25
Caller ID – Number	$3.00
Caller ID – Name & Number	$3.00
Caller ID – With Privacy +	$5.00
Call Transfer	$3.00
Continuous Redial	$1.00
Dial Call Waiting	$1.00
Directed Call Pickup	$0.50
Distinctive Alert	$0.50
Hot Line	$1.00
Warm Line	$1.00
Last Call Return	$1.00
Priority Call	$1.00

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SECTION 6 – RATES AND CHARGES, Continued

6.5 Optional Calling Features, Continued

6.5.3 Listing Services

Maximum

	Nonrecurring Charge	Monthly Rate
Each listing changed to Nonpublished Service	$35.00	$6.00
Each listing changed to Nonlisted Service	$35.00	$5.00

Minimum

	Nonrecurring Charge	Monthly Rate
Each listing changed to Nonpublished Service	$9.00	$1.00
Each listing changed to Nonlisted Service	$9.00	$2.00

SECTION 6 – RATES AND CHARGES, Continued

6.6 Product Services

6.6.1 ISDN PRI Service

ISDN PRI offers an array of value-added features, such as calling number identification and call-by-call selection that enhance productivity. ISDN PRI is configured with 23 64 Kbps bi-directional B (Bearer) Channels and one 64 Kbps D (Data) Channel. Unique to ISDN PRI is its ability to designate the D Channel to handle all of the signaling and call control requirements and leave the remaining 23 B Channels free for any mix of circuit-switched voice and data. Each of these products is offered under a 12, 24 or 36 month term agreement. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance* or any other type of Operator Handled call.

NHC ISDN PRI includes the following non-optional Feature Package: Inbound Calling Line ID-Name & Number and Call by Call Selection. IntraLATA Regional Toll and Long Distance Services must be PIC'd to the Company. These rates are in addition to ISDN PRI and DS1 rates below.

Monthly Recurring Charges, Maximum

	12 Months	24 Months	36 Months
	$1,500.00	$1,200.00	$1,200.00

Monthly Recurring Charges, Minimum

	12 Months	24 Months	36 Months
	$300.00	$250.00	$250.00

Non-Recurring Charges, Maximum

	12 Months	24 Months	36 Months
Installation charge	$1,000.00	$800.00	$600.00

Non-Recurring Charges, Minimum

	12 Months	24 Months	36 Months
Installation charge	$250.00	$200.00	$100.00

[1] Expedite Service Charges apply when Customer requests installation of Service in less time than normal installation interval of 30 business days.

[1] Order Supplement Charges apply when a change of the Requested Service Date is requested by Customer. A change of requested Service date must be within 30 days of the previous requested Service date. In no event will the Company be obligated to accept more than three (3) changes to a requested Service date. The Service will be deemed canceled upon the fourth (4) such request and applicable Order Cancellation Charges will apply.

SECTION 6 – RATES AND CHARGES, Continued

6.6 Product Services, Continued

6.6.2 ISDN PRI Service with Unlimited Local Calling

ISDN PRI offers an array of value-added features, such as calling number identification and call-by-call selection that enhance productivity. ISDN PRI is configured with 23 64 Kbps bi-directional B (Bearer) Channels and one 64 Kbps D (Data) Channel. Unique to ISDN PRI is its ability to designate the D Channel to handle all of the signaling and call control requirements and leave the remaining 23 B Channels free for any mix of circuit-switched voice and data.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance* or any other type of Operator Handled call.

NHC ISDN PRI includes the following non-optional Feature Package: Inbound Calling Line ID-Name & Number and Call by Call Selection.

IntraLATA Regional Toll and Long Distance Services must be PIC'd to the Company. These rates are in addition to ISDN PRI and DS1 rates below.

Monthly Recurring Charges, Maximum

	12 Months	24 Months	36 Months
	$1,500.00	$1,300	$1,200.00

Monthly Recurring Charges, Minimum

	12 Months	24 Months	36 Months
	$300.00	$300.00	$300.00

Non-Recurring Charges, Maximum

	12 Months	24 Months	36 Months
Installation charge	$1,000.00	$800.00	$600.00

Non-Recurring Charges, Minimum

	12 Months	24 Months	36 Months
Installation charge	$250.00	$200.00	$100.00

SECTION 6 – RATES AND CHARGES, Continued

6.7 INTEREXCHANGE SERVICES

6.7.1 Intrastate Long Distance Service

Per minute, Maximum	$0.30
Per minute, Minimum	$0.07
Per minute, travel card, Maximum	$0.07
Per minute, travel card, Minimum	$0.015

6.7.2 Toll Free Service

Per minute, Maximum	$0.50
Per minute, Minimum	$0.10
Recurring monthly Service charge, Maximum	$20.00
Recurring monthly Service charge, Minimum	$5.00

SECTION 7 – DIRECTORY ASSISTANCE AND LISTING SERVICES

7.1 Directory Listings

7.1.1 General

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

Only information necessary to identify the Customer is included in these listings. The Company uses abbreviations in listings. The Company may reject a listing, which is judged to be advertising. It may also reject a listing it judges to be objectionable. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service will not be accepted as a listing unless the subscriber is legally doing business under that name.

A name may be repeated in the white pages only when a different address or telephone number is used.

SECTION 7 – DIRECTORY ASSISTANCE AND LISTING SERVICES, Continued

7.1 Directory Listings, Continued

7.1.2 Composition of Listings

A. Names

The following names may be included in business Service listings:

1. The name of subscriber or Joint User.
2. The name of each business enterprise which the subscriber or Joint User conducts.
3. The name by which the business of a subscriber or Joint User is known to the public. Only one such name representing the same general line of business will be accepted.
4. The name of any person associated with the subscriber or Joint User in the same business.
5. The name of any person, firm or organization which subscriber or Joint User is authorized to represent, or the name of an authorized representative of the subscriber or Joint User.
6. Alternative spelling of an individual name or alternative arrangement of a business name, provided the listing in the judgment of the Company, is not for advertising purposes. The name of a publication issued periodically by the subscriber or Joint User.
7. The name of an inactive business organization in a cross-reference listing when authorized by such business or organization.
8. The name of a member of subscriber's domestic establishment when business Service is furnished in the subscriber's residence.
9. The name of a corporation which is the parent or a subsidiary of the subscriber.
10. The name of a resident of a hotel, apartment house, boarding house or club which is furnished PBX Service, may be included in a residence type listing with the telephone number of the PBX Service.
11. The name of the subscriber to a sharing arrangement.

SECTION 7 – DIRECTORY ASSISTANCE AND LISTING SERVICES, Continued

7.1 Directory Listings, Continued

7.1.2 Composition of Listings, Continued

B. Designation

The purpose of a business designation is to identify the listed party and not to advertise the business. No designation of the nature of the business is included if this is sufficiently indicated by the name. Where a listed party is engaged in more than one general line of business, one additional business designation may be included in the listing when necessary to identify the listed party. When a listed party has two or more listed telephone number or two or more business addresses, designations indicating the branches of the organization may be included where necessary to assist the public in calling.

A designation may include a title to indicate a listed party's official position, but not the name of the firm or corporation with which the individual is connected. Individual names or titles are not shown following the name of a firm or corporation. A term such as "renting agent" may be included in a listing indented under the name of a building, provided the agent maintains a renting office in such a building.

A professional designation is permitted on residence Service in the case of a physician, surgeon, dentist, osteopath, chiropodist, podiatrist, optometrist, chiropractor, physiotherapist, Christian Science practitioner, veterinary surgeon, registered nurse or licensed practical nurse, provided that the same name and designation is also listed on business Service of that subscriber or another subscriber in the same or different directory.

The listing of Service in the residence of a clergyman may include the designation "parsonage," "rectory," "parish house," or "manse," and any such listing may be indented under a listing in the name of the church. Where residence Service is furnished in a church study, the listing may include the designation "study."

SECTION 7 – DIRECTORY ASSISTANCE AND LISTING SERVICES, Continued

7.1 Directory Listings, Continued

7.1.2 Composition of Listings, Continued

C. Address

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

D. Telephone Number

Each listing may include only one telephone number, except in an alternate telephone number listing where each number listed is considered a line for rate purposes.

A listing may include only the telephone number of the first line of a PBX system or incoming Service group, except that a Trunk not included in the incoming Service group of a PBX system, or the first Trunk of a separate incoming Service group of a PBX system may be listed to meet special conditions where a corporation and its subsidiaries use the same PBX system.

SECTION 7 – DIRECTORY ASSISTANCE AND LISTING SERVICES, Continued

7.1 Directory Listings, Continued

7.1.3 Types of Listings

A. Standard Listing

A standard listing includes a name, designation, address and telephone number of the Customer. It appears in the White Pages of the telephone directory and in the Company's Directory Assistance records. The designation in the listing will be provided according to the rules in Section 7.1.2 above.

B. Indented Listing

Designation, address and telephone number. An indented listing is allowed only when a Customer is entitled to two or more listings of the same name with different addresses or different telephone numbers. For example:

Smith, John MD
Office 125 Portland 555-4180
Residence 9 Glenway 555-8345

Such listing may be furnished as an indented listing or as a sub-caption. The telephone number in such a listing may be that of another Service furnished the same subscriber or one of the subscriber's PBX Trunks not included in the incoming Service group, or the Service furnished a different subscriber.

SECTION 7 – DIRECTORY ASSISTANCE AND LISTING SERVICES, Continued

7.1 Directory Listings, Continued

7.1.3 Types of Listings

C. Alternate Telephone Number Listing and Night Listing

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

If no answer call (telephone number)
Night calls (telephone number)
Night calls after ___PM (telephone number)
Nights, Sundays and Holidays (telephone number)
5PM to 9AM weekdays, Saturday until 9AM, Monday and Holidays (telephone number)

Such listing may be furnished as an indented listing or as a sub-caption. The telephone number in such a listing may be that of another Service furnished the same subscriber or one of the subscriber's PBX Trunks not included in the incoming Service group, or the Service furnished a different subscriber.

D. Duplicate Listing

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

E. Reference Listing

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

F. Cross Reference Listing

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

7.1.4 Free Listings

The following listings are provided at no additional charge to the Customer: one listing for each individual line Service, auxiliary line or PBX system

SECTION 7 – DIRECTORY ASSISTANCE AND LISTING SERVICES, Continued

7.2 Non-Published Service

7.2.1 General

Non-published Service means that the Customer's telephone number is not listed in the directory, not does it appear in the Company's Directory Assistance Records.

7.2.2 Regulations

This Service is subject to the rules and regulations for E911 Service, where applicable.

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published Service.

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

SECTION 7 – DIRECTORY ASSISTANCE AND LISTING SERVICES, Continued

7.3 Non-Listed Service

7.3.1 General

Non-listed Service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

7.3.2 Regulations

This Service is subject to the rules and regulations for E911 Service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it ti some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-listed Service.

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

SECTION 7 – DIRECTORY ASSISTANCE AND LISTING SERVICES, Continued

7.4 Rates and Charges

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

Maximum	Nonrecurring Charge	Monthly Rate
Each listing changed to Nonpublished Service	$35.00	$6.00
Each listing changed to Nonlisted Service	$35.00	$5.00

Minimum	Nonrecurring Charge	Monthly Rate
Each listing changed to Nonpublished Service	$9.00	$1.00
Each listing changed to Nonlisted Service	$9.00	$2.00

SECTION 7 – DIRECTORY ASSISTANCE AND LISTING SERVICES, Continued

7.5 Directory Assistance Services

7.5.1 Directory Assistance

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number. No charge applies for the first call per month per line.

Each Local Directory Assistance Call, Maximum	$1.00
Each Local Directory Assistance Call, Minimum	$0.25

SECTION 8 - MISCELLANEOUS SERVICES

8.1 Carrier Presubscription

8.1.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the Carrier which the Customer wishes to be the Carrier of choice for IntraLATA and InterLATA toll calls, Such calls are automatically directed to the designated Carrier, without the need to use Carrier access codes or additional dialing to direct the call to the designated Carrier. Presubscription does not prevent a Customer 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.

8.1.2 Presubscription Options - Customers may select the same Carrier or separate Carriers for IntraLATA and InterLATA long distance. The following options for long distance Presubscription are available:

Option A: Customer select the Company as the presubscribed Carrier for IntraLATA and InterLATA toll calls subject to presubscription.

Option B: Customer may select the Company as the presubscribed Carrier for IntraLATA calls subject to presubscription and some other Carrier as the presubscribed Carrier for InterLATA toll calls subject to presubscription.

Option C: Customer may select a Carrier other than the Company for IntraLATA toll calls subject to presubscription and the Company for InterLATA toll calls subject to presubscription.

Option D: Customer may select the Carrier other than the Company for both IntraLATA and InterLATA toll calls subject to presubscription.

Option E: Customer may select two different Carriers, neither being the Company for IntraLATA and InterLATA toll calls. One Carrier to be the Customers' primary IntraLATA interexchange Carrier. The other Carrier to be the Customer's primary InterLATA interexchange Carrier.

Option F: Customer may select a Carrier other than the Company for no presubscribed Carrier for IntraLATA toll calls subject to presubscription which will require the Customer to dial a Carrier access code to route all IntraLATA toll calls to the Carrier of choice for each call.

SECTION 8 - MISCELLANEOUS SERVICES, Continued

8.1 Carrier Presubscription, Continued

8.1.3 Rules and Regulations

Customers of record will retain their primary interexchange Carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for IntraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll Carrier at any time subject to charges specified below:

8.1.4 Presubscription Procedures

A new Customer will be asked to select IntraLATA and InterLATA toll Carriers at the time the Customer places an order to establish Local Exchange Service with the Company. The Company will process the Customer's order for Service. All new Customers initial requests for IntraLATA toll Service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish Local Exchange Service, the Company will read a random listing of all available IntraLATA and InterLATA Carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll Carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll Carrier, the Customer will not have access to long distance Services on a presubscribed basis, but rather will be required to dial a Carrier access code to route all toll calls to the Carrier(s) of choice. Customers who inform the Company of a choice for toll Carrier presubscription within the 90-day period will not be assessed a Service charge for the initial Customer request.

Customers of record may initiate a IntraLATA or InterLATA presubscription change at any time, subject to the charges specified in below. If a Customer of record inquires of the Company of the Carriers available for toll presubscription, the Company will read a random listing of all available IntraLATA Carriers to aid the Customer in selection.

SECTION8 - MISCELLANEOUS SERVICES, Continued

8.1 Carrier Presubscription, Continued

8.1.5 Presubscription Charges

A. Application of Charges

After a Customer's initial selection for a presubscribed toll Carrier and as detailed in Section 9.1.4 above, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in IntraLATA and InterLATA Carriers with the same order will be assessed a single charge per line.

B. Nonrecurring Charges

Maximum	
IntraLATA	
Manual	$11.00
Electronic	$0.50
InterLATA only	
Manual	$11.00
Electronic	$0.50
IntraLATA (w/InterLATA	
Manual	$5.00
Electronic	$0.25
InterLATA (w/IntraLATA)	
Manual	$5.00
Electronic	$0.25
Minimum	
IntraLATA	
Manual	$2.50
Electronic	$0.50
InterLATA only	
Manual	$2.50
Electronic	$0.50
IntraLATA (w/InterLATA	
Manual	$1.00
Electronic	$0.25
InterLATA (w/IntraLATA)	
Manual	$1.00
Electronic	$0.25

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SECTION 8 - MISCELLANEOUS SERVICES, Continued

8.2 Hunting Services

Hunting Service is an optional arrangement available to Customers with two or more individual line or Trunk Services. Where Facilities permit, such lines will be arranged so that incoming calls to a busy line/Trunk will overflow to other available lines/Trunks for that Customer.

The increment for each individual line/Trunk arranged for Hunting Service is in addition to the regular Access Line/Trunk rate. The nonrecurring charge applies to establish, change to or from, or to rearrange companion line Service. The following monthly increments are for each Access Line/Trunk arranged.

Maximum

	Nonrecurring Charge	Monthly Rate
Business		
- Access Line/Trunk, each	$20.00	$18.00

Minimum

	Nonrecurring Charge	Monthly Rate
Business		
- Access Line/Trunk, each	$5.00	$3.00

SECTION 9 – PROMOTIONAL OFFERINGS / CONTRACT & ICB

9.1 Special Promotions

The Company may from time to time engage in special promotional trial Service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's tariff as an addendum to the Carrier's price lists. All promotions offered by the company will be filed seven (7) days prior to the beginning date. The seven day notice will detail the promotion, including the beginning and ending dates.

9.2 Contract Rates / Individual Case Basis (ICB) Arrangements

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's Services may be established at negotiated rates on an individual case basis (ICB). ICB rates, terms and conditions will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligations and regulation set forth in this tariff shall be incorporated into, and be part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. ICB arrangements will be made available to the Commission and its Staff upon request.

9.3 Discounts for Hearing Impaired Customers

A telephone toll message which is communicated using a telecommunication device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll charges placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator Services when the call is placed by a method that would normally incur the surcharge.

TDD: The credit to be given on a subsequent bill for such calls placed between TDDS will be equal to applying the evening rate during business day hours and night/weekend rate during the evening rate period.

TRS: The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either the calling or the called party indicates that either party is both hearing and visually impaired, the call shall be discounted at 25% if the applicable rate.

Effective Rate Schedule

Service Order and Change Charges

Non-recurring charges apply to processing Service Orders for new Service, for changes in Service.

Line Connection Charge	
Each Line	$54.00
Line Change Charge	
Each Line	$10.00

Maintenance Visit Charges

Duration of time, per technician	
Initial 15 minute increment	$41.00
Each Additional 15 minute increment	$8.50

Restoration of Service

Per occasion	$54.00

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Effective Rate Schedule, Continued

Standard Business Local Exchange Service, Continued

Monthly Recurring Charges

Flat Rate,	$44.16
Measured Rate	$18.05

Usage Sensitive Charges and Allowances

Message Service

Per Local Call over 50 allowed calls	$0.11

Measured Rate Service

Customers subscribing to Measured Rate Service will pay a recurring Service charge and a local usage per minute charge. The Measured Rate Service per minute rate will be applied to local calls placed from the Customer's line.

	First Minute	Additional Minute
Daytime, Maximum	$0.05	$0.02
Evening, Maximum	$0.0375	$0.015
Night, Maximum	$0.025	$0.01

Business Local Calling Packages

Per individual or additional flat rate business line	$59.99

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Effective Rate Schedule, Continued

Business PBX Trunk Service

Flat Rate Service	
Installation	$75.50
per month, per Trunk	$44.16
Measured Rate Service	
Installation	$75.50
per month, per Trunk	$18.05

Plus Usage Charges:

	Day	Evening	Night
First Minute	$0.05	$0.0375	$0.025
Additional Minute	$0.02	$0.015	$0.01

Direct Inward Dialing (DID) Service

	Installation Charge	Monthly Recurring
Establish Trunk Group and Provide 1st Block of 20 DID Numbers	$20.00	$3.20
Each Additional Block of 20 DID Numbers	$1.00	$0.16
DID Trunk Termination: Per Inward Only Trunk	$35.00	$42.00
Automatic Intercept Service, Per Number Referred	$25.00	N/A

Optional Calling Features

Features Offered on a Usage Sensitive Basis

Optional Calling Features	
Three-Way Calling, Per Activation	$0.95
Call Return, Per Activation	$0.95
Repeat Dialing, Per Activation	$0.95
Call Trace, Per Activation *	$1.00

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Effective Rate Schedule, Continued

Optional Calling Features, Continued

Features Offered on a Monthly Basis

Optional Calling Feature (cont'd)	
Caller ID – Basic	$9.03
Caller ID – Deluxe	$9.45
Caller ID – Deluxe W/Anonymous Call Rejection	$9.45
Anonymous Call Rejection	$3.33
Call Block	$4.28
Call Return	$4.70
Call Selector	$4.28
Call Tracing	$4.70
Calling Number Delivery Blocking (per line equipped)	$0.00
Message Waiting Indication – Audible	$0.71
Message Waiting Indication – Audible and Visual	$0.71
Multiple Directory Number Distinctive Ringing – First DN	$7.55
Multiple Directory Number Distinctive Ringing – Second DN	$9.45
Preferred Call Forwarding	$4.70
Repeat Dialing	$4.28
Speed Calling (30 codes)	$5.23
Speed Calling (8 codes)	$2.80
Three Way Calling	$4.28
Abbreviated Access – One Digit (Shared List)	$20.00
Each line arranged	$0.50
Abbreviated Access – Two Digits (Shared List)	$30.00
Each line arranged	$0.50
Caller ID – Number	$7.50
Caller ID – Name & Number	$7.95
Caller ID – With Privacy +	$10.95
Call Transfer	$6.00
Continuous Redial	$3.50
Dial Call Waiting	$2.15
Directed Call Pickup	$1.00
Distinctive Alert	$1.00
Hot Line	$2.00
Warm Line	$2.50
Last Call Return	$3.00
Priority Call	$3.50

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Effective Rate Schedule, Continued

ISDN PRI Service

Monthly Recurring Charge	
12 months	$630.00
24 Months	$581.53
36 Months	$564.00
Non-Recurring Charges	
12 months	$500.00
24 Months	$400.00
36 Months	$300.00

ISDN PRI Service with Unlimited Local Calling

Monthly Recurring Charge	
12 months	$680.00
24 Months	$631.83
36 Months	$614.00
Non-Recurring Charges	
12 months	$500.00
24 Months	$400.00
36 Months	$300.00

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Effective Rate Schedule, Continued

Optional Calling Features, Continued

Listing Services

	Nonrecurring Charge	Monthly Rate
Each listing changed to Nonpublished Service	$18.00	$3.00
Each listing changed to Nonlisted Service	$18.00	$2.00

Directory Assistance

Each Local Directory Assistance Call, Maximum	$0.50

Interexchange Services

Intrastate Long Distance Service

Per minute	$0.144
Per minute, travel card	$0.035

Toll Free Service

Per minute	$0.25
Recurring monthly Service charge	$10.00

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Effective Rate Schedule, Continued

Presubscription Charges

IntraLATA	
Manual	$5.50
Electronic	$1.25
InterLATA only	
Manual	$5.50
Electronic	$1.25
IntraLATA (w/InterLATA	
Manual	$2.75
Electronic	$0.63
InterLATA (w/IntraLATA)	
Manual	$2.75
Electronic	$0.63

Hunting Services

- Access Line/Trunk, each, non-recurring	$10.00
- Access Line/Trunk, each, monthly rate	$8.35

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