LOCAL EXCHANGE SERVICES PRICE LIST

TITLE PAGE

RULES, REGULATIONS, AND SCHEDULE OF RATES AND CHARGES APPLICABLE TO END USER

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

FURNISHED BY

VOXBEAM TELECOMMUNICATIONS INC.

WITHIN THE STATE OF ILLINOIS

Regulations and Schedule of Intrastate Rates and Charges Applying to Competitive End User Local Exchange Telecommunications Services for Customers Within the State of Illinois

Ill. C.C. Price List First Revised Page 1 Cancels Original Page 1 Effective: June 1, 2015

LOCAL EXCHANGE SERVICES PRICE LIST

CHECK SHEET

Pages of this Price List, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original Price List and are currently in effect as of the date on the page.

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
Title	Original	31	Original	62	Original
1	First Revised *	32	Original	63	Original
2	Original	33	Original	64	Original
3	Original	34	Original	65	Original
4	Original	35	Original	66	Original
5	Original	36	Original	67	Original
6	Original	37	Original	68	Original
7	Original	38	Original	69	Original
8	Original	39	Original	70	Original
9	Original	40	Original	71	Original
10	Original	41	Original	72	Original
11	Original	42	Original	73	Original
12	Original	43	Original	74	Original
13	Original	44	Original	75	Original
14	Original	45	Original	76	Original
15	Original	46	Original	77	Original
16	Original	47	Original	78	Original
17	Original	48	Original	79	Original
18	Original	49	Original	80	Original
19	Original	50	Original	81	Original
20	Original	51	Original	82	Original
21	Original	52	Original	83	Original
22	Original	53	First Revised *	84	Original
23	Original	54	Original	85	Original
24	Original	55	Original	86	Original
25	Original	56	Original	87	Original
26	Original	57	Original	88	Original
27	Original	58	Original	89	Original
28	Original	59	Original	90	Original
29	Original	60	Original	91	Original
30	Original	61	Original		

LOCAL EXCHANGE SERVICES PRICE LIST

TABLE OF CONTENTS

	Page
Check Sheet	1
Table of Contents	
Explanation of Symbols	3
Application of Price List	4
Service Areas	4
Section 1 - Definitions	5
Section 2 - Rules and Regulations	9
Section 3 - Service Areas	57
Section 4 - Service Charges and Surcharges	58
Section 5 - Local Exchange Service	64
Section 6 - Supplemental Services	73
Section 7 - Long Distance Services	88
Section 8 - Special Arrangements	89
Section 9 - Promotional Offerings	91

LOCAL EXCHANGE SERVICES PRICE LIST

EXPLANATION OF SYMBOLS

When changes are made in any Price List sheet, a revised sheet will be issued canceling the Price List sheet affected. Changes will be identified on the revised sheet(s) through the use of the following symbols:

- (C) To signify changed rate, regulation or condition.
- (D) To signify discontinued rate, regulation or condition.
- (I) To signify increase.
- (N) To signify new material, including a listing, rate, regulation, rule or condition.
- (R) To signify reduction.
- (T) To signify a change in the word of text, but no change in the rate, rule or condition.
- (M) Moved from another Price List location.

LOCAL EXCHANGE SERVICES PRICE LIST

APPLICATION OF PRICE LIST

This Price List sets forth the service offerings, rates, terms and conditions applicable to the provision of competitive local exchange service telecommunications services by Voxbeam Telecommunications Inc. for the use of End Users in transmitting messages within the State of Illinois, subject to the jurisdiction of the Illinois Commerce Commission ("Commission"). Voxbeam Telecommunications Inc.'s services are furnished subject to the availability of facilities and subject to the terms and conditions of this Price List.

The rates and regulations contained in this Price List apply only to the services furnished by Voxbeam Telecommunications Inc. and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.

This Price List is filed pursuant to Section 13-502(b) of the Illinois Public Utilities Act.

This Price List is available for review at the main office of Voxbeam Telecommunications Inc. at 6314 Kingspointe Parkway, Suite 1, Orlando, FL 32819.

SERVICE AREAS

The Company's exchange areas, rate groups, and local calling areas are identical to those defined in the Price Lists of Illinois Bell Telephone Company and other Incumbent Local Exchange Carriers (ILECs) that serve the same exchange as the Company. Where facilities are available, the Company shall provide service in the exchange areas served by those ILECs that operate within the Company's service areas as reflected herein.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 1 - DEFINITIONS

For the purpose of this Price List, the following definitions will apply:

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

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

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Commission - The Illinois Commerce Commission.

Common Carrier - An authorized company or entity providing telecommunications services to the public

Company - Voxbeam Telecommunications Inc., the issuer of this Price List.

Customer - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this Price List.

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

Customer Terminal Equipment - Terminal equipment provided by the Customer.

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

End Office - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 1- DEFINITIONS, (CONT'D.)

End-User Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Exchange Telephone Company or Telephone Company - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

ICB - Individual Case Basis.

IXC or Interexchange Carrier - A long distance telecommunications services provider.

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Price List by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Price List, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Price List or by applicable law.

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

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

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

MOU - Minutes of Use.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 1- DEFINITIONS, (CONT'D.)

NECA - National Exchange Carriers Association.

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

PIN - Personal Identification Number. See Authorization Code.

Point of Presence ("POP") - Point of Presence

Recurring Charges - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

Service - Any means of service offered herein or any combination thereof.

Service Order - The written or verbal request for Company services by the Customer and the Company in the format devised by the Company. A Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this Price List.

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

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

Shared Outbound Calls - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1+10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXXX" or "101XXXXX" with 1+10-digit number."

Station - The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

Subscriber - The person, firm, partnership, corporation, or other entity who orders telecommunications service from the Company. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 1- DEFINITIONS, (CONT'D.)

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LED-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Usage Charges - Charges for minutes or messages traversing over local exchange facilities.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this Price List.

YMax – Voxbeam Telecommunications Inc., the issuer of this Price List.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this Price List in connection with one-way and/or two-way information transmission originating from points within the State of Illinois, and terminating within a local calling area as defined herein.

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

2.1.2 Shortage of Equipment or Facilities

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

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this Price List, a month is considered to have thirty (30) days.
- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Price List. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. Except as otherwise stated in the Price List, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Price List 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. Service may be terminated upon written notice to the Customer if:
 - 1. the Customer is using the service in violation of this Price List; or
 - 2. the Customer is using the service in violation of the law.
- E. This Price List shall be interpreted and governed by the laws of the State of Illinois without regard for its choice of laws provision.

LOCAL EXCHANGE SERVICES PRICE LIST

- 2.1 Undertaking of the Company, (Cont'd.)
 - 2.1.3 Terms and Conditions, (Cont'd.)
 - F. Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
 - G. To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
 - H. The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts. All service packages established by the Company will be approved by the Commission prior to the furnishing of service.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) 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 (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

LOCAL EXCHANGE SERVICES PRICE LIST

- 2.1 Undertaking of the Company, (Cont'd.)
 - 2.1.4 Limitations on Liability, (Cont'd.)
 - D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
 - 1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 - 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - 3. Any unlawful or unauthorized use of the Company's facilities and services;
 - 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 - 5. Breach in the privacy or security of communications transmitted over the Company's facilities;

LOCAL EXCHANGE SERVICES PRICE LIST

- 2.1 Undertaking of the Company, (Cont'd.)
 - 2.1.4 Limitations on Liability, (Cont'd.)
 - D. Cont'd.
 - 6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth above in Section 2.1.1.A.
 - 7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof:
 - 8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
 - 9. Any noncompletion of calls due to network busy conditions;
 - 10. Any calls not actually attempted to be completed during any period that service is unavailable;
 - 11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

LOCAL EXCHANGE SERVICES PRICE LIST

- 2.1 Undertaking of the Company, (Cont'd.)
 - 2.1.4 Limitations on Liability, (Cont'd.)
 - E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
 - F. The 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.
 - G. Failure by the Company to assert its rights pursuant to one provision of this Price List does not preclude the Company from asserting its rights under other provisions.
 - H. Directory Errors In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

LOCAL EXCHANGE SERVICES PRICE LIST

- 2.1 Undertaking of the Company, (Cont'd.)
 - 2.1.4 Limitations on Liability, (Cont'd.)
 - I. With respect to Emergency Number 911 Service:
 - 1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
 - 2. Neither is the 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 the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
 - 3. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this Price List, the Customer acknowledges and agrees with the release of information as described above.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

- 2.1 Undertaking of the Company, (Cont'd.)
 - 2.1.5 Notification of Service-Affecting Activities

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

LOCAL EXCHANGE SERVICES PRICE LIST

- 2.1 Undertaking of the Company, (Cont'd.)
 - 2.1.6 Provision of Equipment and Facilities
 - A. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
 - B. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
 - C. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
 - D. Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
 - E. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Price List, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Price List and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1. the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - 2. the reception of signals by Customer-provided equipment; or
 - 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.7 Non-Routine Installation

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

2.1.8 Special Construction

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

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

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this Price List remains in the Company, its partners, agents, contractors or suppliers.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Public Utilities Commission of Illinois's regulations, policies, orders, and decisions.
- 2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Price List will apply.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

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

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (Cont'd.)

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other Price List of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Price List including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Price List is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

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

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities

- A. Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Public Utilities Commission of Illinois to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- B. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- C. Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- D. Facilities furnished under this Price List may be connected to Customer provided terminal equipment in accordance with the provisions of this Price List. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B of this Price List for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- C. If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Customer Deposits and Advance Payments, (Cont'd.)

2.5.2 Deposits

Any applicant or Customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated local service and intraLATA toll charges for up to two (2) months for residential Customers and four (4) months for business Customers for the facilities and service. If the minimum period of service for the requested facilities and service is more than one (1) month, as specified in this Price List, the Customer may also be required to deposit a sum up to an amount equal to the total charges for service for the minimum service period less any connection charge paid by the Customer.

The fact that a deposit has been made shall in no way relieve the applicant or Customer from complying with the Price List regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to Customer deposits.

A. Interest on Deposits

Simple interest at the rate specified by the Commission shall be credited or paid to the Customer while the Company holds the deposit.

B. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

C. Return of Deposit

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.1 Payment for Service

A. General

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

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Illinois gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the Illinois Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Illinois, or both, and are charged to a subscriber's telephone number or account in Illinois.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of loss, theft, or other breach of security of such PINs. Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

B. Taxes, Fees and Surcharges

Taxes and fees include, but are not limited to: Universal Service Fee, Federal Excise Tax, State Sales Tax, Municipal Tax and Gross Receipts Tax. Unless otherwise specified in this Price List, such taxes, fees and surcharges are in addition to rates as quoted in this Price List and will be itemized separately on Customer invoices.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.2 Billing and Collection of Charges

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

- A. Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

- 2.6 Payment Arrangements, (Cont'd.)
 - 2.6.2 Billing and Collection of Charges, (Cont'd.)
 - D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Price List or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
 - E. If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
 - F. In the event that a Customer pays a bill as submitted by a telephone utility and the billing is later found to be incorrect due to an error either in charging more than the published rate, in measuring the quantity or volume of service provided, or in charging for the incorrect class of service, the utility shall refund the overcharge with interest from the date of overpayment by the Customer.

The rate of interest shall be the rate as established by the Commission to be paid on deposits.

The refund shall be accomplished by a credit on a subsequent bill for telephone service, or by check of the account is final, or if so requested by the Customer.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

- 2.6 Payment Arrangements, (Cont'd.)
 - 2.6.2 Billing and Collection of Charges, (Cont'd.)
 - G. The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Illinois Commerce Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Illinois Commerce Commission 527 East Capital Avenue Springfield, Illinois 62701

H. If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company, in accordance with this Price List, and later restored, restoration of service will be subject to restoration of service charges as specified in this Price List.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

- 2.6 Payment Arrangements, (Cont'd.)
 - 2.6.3 Suspension or Termination of Service
 - A. Discontinuance or Refusal of Service

The Company may discontinue or refuse service for any of the reasons stated below:

- 1. For failure to make or increase a deposit pursuant to 83 Ill. Adm. Code 735.90, 735.110 and 735.120;
- 2. For failure to pay a past due bill owed to the Company, including one for the same class of service furnished to the applicant or Customer at the same or another location, or where the applicant or Customer voluntarily assumed, in writing, responsibility for the bills of another applicant or Customer. For purposes of this subsection, the Company may discontinue service if the current Customer is liable for a past due bill for telephone service pursuant to Section 15 of the Rights of Married Persons Act (750 ILCS 65/15), unless the Customer, at the option of the Company, pays any past due bill and/or provides a deposit pursuant to 83 Ill. Adm. Code 735.120 and/or enters into a deferred payment agreement pursuant to 83 Ill. Adm. Code 735.80;
- 3. For failure to provide Company representatives with necessary access to Company-owed service equipment after the Company has made a written request to do so;
- 4. For failure to make payment in accordance with the terms of a deferred payment arrangement;
- 5. When a Company has reason to believe that a Customer has used a device or scheme to obtain service without payment and where the Company has so notified the Customer prior to disconnection;

LOCAL EXCHANGE SERVICES PRICE LIST

- 2.6 Payment Arrangements, (Cont'd.)
 - 2.6.3 Suspension or Termination of Service, (Cont'd.)
 - A. Discontinuance or Refusal of Service, (Cont'd.)
 - 6. For violation of or noncompliance with a Commission order;
 - 7. In the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished;
 - 8. In the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company;
 - 9. For violation of or noncompliance with any rules of the Company on file with the Commission;
 - 10. For violation of or noncompliance with municipal ordinances and/or other laws pertaining to service; or
 - 11. The Customer's use of equipment adversely affects the Company's service to others. This disconnection may be done without notice to the Customer or user.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

- 2.6 Payment Arrangements, (Cont'd.)
 - 2.6.3 Suspension or Termination of Service, (Cont'd.)
 - B. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

- 1. The use of facilities or service of the Company without payment of Price List charges;
- 2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
- 3. The use of profane or obscene language;
- 4. The use of the service in such a manner such that it interferes with the service of other Customers or prevents them from making or receiving calls;
- 5. The use of a mechanical dialing device or recorded announcement equipment to seize a Customer's line, thereby interfering with the Customer's use of the service; or
- 6. Permitting fraudulent use.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

- 2.6 Payment Arrangements, (Cont'd.)
 - 2.6.3 Suspension or Termination of Service, (Cont'd.)
 - C. Discontinuance Procedures
 - 1. If, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur;
 - 2. The Company may discontinue service to a Customer after it has mailed or delivered by other means a written notice of discontinuance. Service shall not be discontinued until at least five (5) days after delivery of this notice or eight (8) days after the postmark date on a mailed notice. The notice of discontinuance shall be delivered separately from any other written matter or bill.
 - 3. Notice of discontinuance shall not be mailed before the third business day following the due date shown on the bill.
 - D. Said notice shall remain in effect for twenty (20) days beyond the date of discontinuance shown on the notice. The Company shall not discontinue service beyond the twenty (20) day period until at least five (5) days after delivery of a new written notice of discontinuance or eight (8) days after the postmark on a mailed notice.
 - E. In addition to the written notice, the Company shall attempt to advise the Customer when service is scheduled for discontinuance.
 - F. Timing of the Discontinuance

Service shall not be discontinued for a past due bill after 12 noon on a day before or on any Saturday, Sunday, legal holiday recognized by the State of Illinois, or any day when the Company's business offices are not open for business.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

- 2.6 Payment Arrangements, (Cont'd.)
 - 2.6.3 Suspension or Termination of Service, (Cont'd.)
 - G. Discontinuance and Restoral Information
 - 1. Service shall not be discontinued, and shall be restored if discontinued, where a present Customer who is indebted to the Company enters into a payment arrangement pursuant to 83 Ill. Adm. Code 735.80, and complies with the terms thereof.
 - 2. Service shall not be discontinued, and shall be restored if discontinued, for any reason which is the subject of a dispute or complaint pursuant to 83 III. Adm. Code 735.190 and/or 83 III. Adm. Code 735.200 while such dispute or complaint is pending and the complainant has complied with the provisions of the Administrative Code.
 - 3. Service shall not be discontinued, and shall be restored if discontinued, for an amount due the Company which has not been included in a discontinuance notice.
 - 4. Nothing in this Section shall be construed to prevent immediate discontinuance of service without notice or the refusal of service for reasons of public safety or health.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

- 2.6 Payment Arrangements, (Cont'd.)
 - 2.6.4 Cancellation of Application for Service
 - A. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
 - B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun. Such charge will be deducted from any Advance Payment collected as part of the Application for Service. The Company will reimburse Customers based on the following: Customers whose Service Orders have not yet been processed will receive a complete refund; those whose Service Orders are in process will receive a 50% credit; Service Orders that have been completed are not eligible for a refund.
 - C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
 - D. The special charges described above will be calculated and applied on a case-by-case basis.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.5 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.

2.6.7 Return Check Charge

A service charge equal to \$25.00 will be assessed in accordance with Illinois law for all checks or other payment type submitted by the Customer to the Company and returned or dishonored by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Allowances for Interruptions in Service

2.7.1 General

- A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Price List.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Allowances for Interruptions in Service, (Cont'd.)

2.7.2 Limitations of Allowances

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

- A. Due to the negligence of or noncompliance with the provisions of this Price List by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

2.7.3 Use of Another Means of Communications

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

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Allowances for Interruption in Service, (Cont'd.)

2.7.4 Interruption of Service Credits

The Company will provide a credit to the Customer for service outages that last over a 24 hour period. Credit will be given on the next monthly billing cycle following the outage or the discovery of the outage. Credits will be issued based upon the following criteria:

- A. If the service outage is 48 hours or less, the credit will be equal to a pro-rata portion of the monthly recurring charges for all local services disrupted. For purposes of this calculation, all months will have 30 service days. The credit will be the number of day of the outage divided by 30 times the monthly recurring charges for the local services affected by the outage.
- B. If the service outage is for more than 48 hours but not more than 72 hours, the credit will be equal to at least 33% of one month's recurring charges for all local services affected by the outage.
- C. If the service outage is for more than 72 hours but not more than 96 hours, the credit will be equal to at least 67% of one month's recurring charges for all local services affected by the outage.
- D. If the service outage is for more than 96 hours but not more than 120 hours, the credit will be equal to at one month's recurring charges for all local services affected by the outage.
- E. For each day or portion thereof that the service outage continues after 120 hours, the Company will provide alternative telephone service or an additional credit of \$20.00 per day, at the Customer's option.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Allowances for Interruption in Service, (Cont'd.)

2.7.5 Limitations on Allowances

No credit allowance will be made for:

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

2.7.6 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Cancellation of Service by Customer

- 2.8.1 Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.
- 2.8.2 If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1 of this Price List) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2 of this Price List.

2.8.3 Termination Liability

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

- A. all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C. all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the <u>Wall Street Journal</u> on the third business day following the date of cancellation;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Service Guarantees

2.9.1 Service Installation Guarantees

The Company will install service and provide service guarantees in accordance with 83 Ill. Adm. Code, Section 732.

A. Installation Guarantees

The Company will provide installation for new service based upon the following intervals:

- 1. Service will be installed within five (5) business days after receipt of the order unless the customer requests a later installation date. In that case, the Company will inform the Customer of its duty to install service within five (5) days.
- 2. The Company offering basic local exchange service utilizing the network or network elements of another carrier must install new lines for basic local exchange service within three (3) business days of the line or lines being provisioned by the carrier whose network or network elements are being utilized.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

- 2.9 Service Guarantees, (Cont'd.)
 - 2.9.1 Service Installation Guarantees, (Cont'd.)
 - B. Installation Credits

Should the Company fail to meet the Installation Guarantee's identified above, the Customer will receive the following installation credits. Credit will be given on the next monthly billing cycle following the missed Installation Guarantee.

- 1. A credit of 50% of the installation charge, or, in the absence of an installation charge or where installation is pursuant to Link-Up, a credit of \$25.00.
- 2. A credit of 100% of the installation charge if the carrier fails to install service within ten (10) days after the service application is placed, or five (5) business days after the Customer's requested installation date. In the absence of an installation charge or in the case where installation is pursuant to Link-Up, the carrier must provide credit of \$50.00.
- 3. For each day that the failure to install service continues beyond the initial ten (10) days or beyond five (5) business days after the Customer's requested installation date, the Company must provide either alternative telephone services or an additional credit of \$20.00 per day, at the Customer's option.
- 4. The Company will provide the Customer with a \$50.00 credit, on the Customers next invoice, for any missed installation appointment that requires the Customer to be present. This credit is not applicable if the Company provides the Customer with a 24 hour notice of the Company's inability to keep the appointment.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Service Guarantees, (Cont'd.)

2.9.2 Customer Service Visit Guarantees

The Company will provide Customer Service Visit Guarantees in accordance with 83 Ill. Adm. Code, Section 732.

A. Repair Service Guarantees

The Company will provide repair service visits upon the following intervals:

- 1. Service must be restored within 24 hours of receiving notice that a Customer is out of service, including those service disruptions that occur when a Customer switches existing basic local exchange service from another carrier to the Company.
- 2. All repair appointments must be kept when a Customer premise visit requires the Customer to be present. If a repair appointment is missed the Customer is entitled to the Credit described in Section 2.9.2.B below. The Company must inform the Customer when a repair or installation appointment requires the Customer to be present, prior to scheduling the appointment.

B. Repair Service Credits

Should the Company fail to meet the Repair Service Guarantee for service visits that require the Customer to be present, the Customer will receive the following credit. Credit will be given on the next monthly billing cycle following the missed Repair Service Guarantee.

1. The Company will provide the Customer with a \$50.00 credit, on the Customers next invoice, for any missed repair appointment that requires the Customer to be present. This credit is not applicable if the Company provides the Customer with a 24 hour notice of the Company's inability to keep the appointment.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this Price List.

- 2.10.1 Customer Liability for Fraud and Unauthorized Use of the Network
 - A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
 - B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this Price List, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.11 Use of Customer's Service by Others

2.11.1 Joint Use Arrangements

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

2.12 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.13 Notices and Communications

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

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.14 Telephone Assistance Programs

2.14.1 General

Low income assistance will be offered by the Company when residential local exchange service is available as a stand-alone offering in this Price List. To qualify for low-income assistance, the applicant must participate in any of the following assistance programs. The Illinois Department of Human Services will certify the applicant's participation in assistance programs (a) and (b), below for purposes of eligibility.

- (a) Medicaid
- (b) Food Stamps
- (c) Supplemental Security Income (SSI)
- (d) Federal Housing Assistance
- (e) Low-Income Home Energy Assistance (LIHEAP)
- (f) National School Lunch Program's free lunch program
- (g) Temporary Assistance to Needy Families (TANF)
- A. The low-income programs are funded through voluntary contributions from Illinois customers.
- B. The Telephone Company's verification through the Department of Human Services or, in lieu of electronic verification, applicant's signature on the form contained in Part 757 as Exhibit E, shall constitute proof of income eligibility.
- C. The low-income assistance shall be available to only one access line per low-income household.

2.14.2 Supplemental Link-Up Assistance

A one-time credit of \$35.00, will be applied towards the customary connection charge to each new eligible customer.

2.14.3 Supplemental Lifeline Assistance

Eligible customers may receive a discount of \$1.20 on their monthly telephone service.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

- 2.14 Telephone Assistance Programs, (Cont'd.)
 - 2.14.4 Voluntary Contributions
 - A. Customers wishing to participate in the funding of UTSAP may do so by electing to contribute, on a monthly basis, a fixed amount to be included by the Company on the Customer's monthly bill. The voluntary contribution shall not reduce the Customer's total monthly bill amount due the Company for telephone services or other charges.
 - 1. Residential Customers may elect to contribute:
 - (a) \$0.50
 - (b) \$1.00
 - (c) \$2.00
 - (d) \$5.00
 - 2. Business Customers may elect to contribute:
 - (a) \$ 1.00
 - (b) \$ 5.00
 - (c) \$10.00
 - (d) \$25.00
 - B. Customers may elect to discontinue or change the amount of monthly contribution on their bill at any time upon providing at least thirty (30) days notice to the Company.
 - C. Failure by the Customer in any month to remit the entire billed amount shall reduce the UTSAP contribution accordingly.

Ill. C.C. Price List First Revised Page 53 Cancels Original Page 53 Effective: June 1, 2015

(T)

(T)(R)

(**R**)

(R)

(T)

(T)

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.15 Telecommunications Relay Service

- 2.15.1 The Company concurs in the Rates, Rules and Regulations governing: (1) intrastate Telecommunications Provisions for the Hearing-and-Voice-Impaired as filed by the Illinois Telecommunications Access Corporation in its ILL. C. C. No. 1 tariff; (2) intrastate Telecommunications Provisions for the Deaf and Severely Hearing-Impaired for Telecommunications Relay Service as filed by the Illinois Telecommunications Access Corporation in its ILL. C. C. No. 2 tariff.
- 2.15.2 The Company extends this concurrence to any and all changes which may be made subsequent to this date by the Illinois Telecommunications Access Corporation in its ILL. C. C. No. 1 and ILL. C. C. No. 2 tariffs.
- 2.15.3 The Company hereby expressly reserves the right to cancel and make void this statement of concurrence at any time.

2.15.4 ITAC Supplemental Charge

Pursuant to the Order dated April 28, 2015, of the Illinois Commerce Commission in Docket 15-0236, the Company will impose a supplemental charge of 7 cents per month per line for all Illinois telephone and VoIP residential subscriber lines other than Centrex-type and PBX lines, a charge of 1.4 cents for each Centrex-type line and VoIP business subscription, and a charge of 35 cents per PBX trunk. Charges for services provisioned by T-1 lines and other advanced services shall mirror the Company's application of 9-1-1 charges. These charges shall be effective with bills rendered on or after June 1, 2015 or at the beginning of the first cycle after June 1, 2015.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.16 Universal Emergency Telephone Number Service (911)

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the numbers 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center Customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. No call-specific charges apply to 911 calls.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.17 Digital Divide Elimination Fund

Digital Divide Elimination Fund Program is created as a special fund in the State Treasury to foster elimination of the Digital Divide. All monies in the Fund will be collected by the Company and reported to the Department of Commerce and Community Affairs, who will issue grants to the various communities based upon their needs.

- 2.17.1 Customers wishing to participate in the funding of the Program may do so by electing to contribute, on a monthly basis, a fixed amount to be included on the Customer's monthly bill. This contribution shall not reduce the customer's total amount due for telecommunications services or other charges appearing on the bill.
- 2.17.2 This contribution will be a line item on the bill and identified as the Digital Divide Fund.
- 2.17.3 Customers may elect to contribute \$0.50, \$1.00, \$2.00, \$5.00, \$10.00, \$15.00, or \$25.00 per month per line.
- 2.17.4 Customers may elect to discontinue or change the amount of the monthly contribution on their bill at any time upon providing at least thirty (30) days' notice by telephone to the Company.
- 2.17.5 Failure by the customer in any month to remit the entire billed amount may reduce the contribution accordingly.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.18 Illinois Universal Service Fund Surcharge (IUSF)

A Universal Service Fund surcharge, calculated as a percentage of the Company's total intrastate retail revenues for the period less any uncollectible revenues, is assessed once per billing period. The surcharge will appear as a separate line item on each customer's invoice.

USF Assessment rate, per month: 0.93598%

1.029% (Effective October 1, 2014)

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 3 - SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in the exchanges and local calling areas currently served by the following incumbent LECs and other Local Exchange Companies that serve the same exchanges.

- 1) Illinois Bell Telephone Company (AT&T Illinois)
- 2) Verizon North, Inc.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 4 - SERVICE CHARGES AND SURCHARGES

4.1 Service Order and Change Charges

4.1.1 General

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

<u>Primary Line Connection Charge</u>: Applies to requests for initial connection or establishment of telephone service with the Company.

<u>Secondary Line Connection Charge</u>: Applies to installation of a second or additional access line.

<u>Moves</u>: Applies to Customer request for a move or change in the physical location of the access line.

<u>Telephone Number Change</u>: Applies to Customer request for a change of the Customer telephone number.

<u>Service Order Changes/Adds</u>: Applies to Customer requests for changes in service or additional to services, including the addition of calling features.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.1 Service Order and Change Charges, (Cont'd.)

4.1.2 Rates

	Business	Residential
Line Connection Charge		
Primary Line	\$60.00	\$60.00
Secondary Line	\$60.00	\$60.00
Service Order Charge		
Moves/Adds/Changes	\$25.00	\$ 25.00

4.2 Premises Visit Charge

Premises Visit charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises. This charge applies in addition to the Technician Dispatch Charge.

	Business	Residential
Installation Charge – 1 st Hour	\$120.00	\$110.00
Repair Charge – 1 st ½ Hour	\$ 91.00	\$ 91.00
Repair Charge – Each Add'l ½ Hour	\$ 46.00	\$ 46.00

4.3 Restoral Charge

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.

	Business	Residential
Per occasion, per line:	\$20.00	\$20.00

Ill. C.C. Price List Original Page 60

Effective: September 24, 2014

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.4 Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Rate Per Call: \$0.60

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.5 Carrier Presubscription

4.5.1 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.

4.5.2 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:

<u>Option A</u>: 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.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.5 Carrier Presubscription, (Cont'd.)

4.5.3 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 in 4.4.5 below:

4.5.4 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 4.5.5 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.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

- 4.5 Carrier Presubscription, (Cont'd.)
 - 4.5.5 Presubscription Charges
 - A. Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in above, for any change thereafter, an Presubscription Change Charge, as set for the 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

Per business or residence line

\$5.00

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 5 - LOCAL EXCHANGE SERVICE

5.1 General

Local exchange service is offered to business and residential Customers on a presubscription basis from equal access originating end offices only. Service is provided on a term basis only. Unless other specified, the minimum term is one (1) year. Rates for service may vary by call type and/or term commitment. Usage rates, per call charges and monthly fees may apply. In addition, applicable Service Order and other non-recurring charges may apply. Call timing is defined in the description for each service. Service is available 24 hours a day, 7 days a week. Service is available where technically feasible and where facilities permit.

5.1.1 Application of Business and Residential Rates

- A. The determination as to whether telephone service should be classified as Business or Residential is based on the character of the use to be made of the service. Service is classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person 's dwelling, service is classified as Residential service.
- B. Business rates apply at the following locations, among others:
 - 1. In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
 - 2. In residence locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes, and in residence locations where an extension is located at a place where business rates would apply.
 - 3. In the residence of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no service at business rates at another location.
 - 4. In any residence location where there is substantial business use of the service and the Customer has no service at business rates.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

- 5.1 General, (Cont'd.)
 - 5.1.1 Application of Business and Residential Rates, (Cont'd.)
 - C. Residence rates apply at the following locations, among others:
 - 1. In private residences; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the service is confined to the domestic use of the Customer and listings of a business nature are not furnished.
 - 2. In the residence of a practicing physician, dentist, veterinarian, surgeon, or other medical practitioner provided that such residence is not a part of an office building and provided the Customer has service charged for at business rates another location.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.2 Charges Based on Duration of Use

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

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

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.3 Basic Local Exchange Service

5.3.1 General

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company Local Calling Services and other Services as set forth in this Price List;
- c) access interexchange calling services of the Company and of other carriers;
- d) access (at no additional charge) to Company operators and business office for service related assistance;
- e) access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- f) access relay services for the hearing and/or speech impaired.

Basic Local Exchange Services cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company switch. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual line Residence and Business Basic Local Exchange Service is comprised of exchange access lines defined as follows:

Exchange Access Line - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

- 5.3 Basic Local Exchange Service, (Cont'd.)
 - 5.3.2 Flat Rate Local Exchange Service

Flat Rate Local Exchange Service provides a Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Flat Rate Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Flat Rate Local Exchange Service are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Flat Rate Local Exchange Service includes unlimited local exchange calling per month. All service is available on a term commitment basis only.

ResidenceBusinessMonthly Rate, per line:\$40.00\$60.00

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.4 Direct Inward Dial (DID) Service

5.4.1 General

- A. DID Service provides a Customer with a voice grade telephonic communications trunk channel to receive incoming voice or data calls to local telephone numbers assigned to the Customer. DID Service does not provide a line-side connection. DID Service transmits the dialed digits for all incoming calls, allowing the Customer's incoming calls to be routed as required by the Customer to the Customer's designated equipment.
- B. DID Service may be provided in conjunction with non-regulated services offered by the Company pursuant to contract. To the extent that contractual rates for DID Service differ from those set forth in Section 5.4.3 below, they will be subject to the terms of the Individual Case Basis arrangements set forth in Section 8.1 of this Price List.

5.4.2 Service Eligibility, Restrictions and Limitations

- A. The Customer must subscribe to a minimum of 20,000 DID numbers in each state in which it requests DID Service.
- B. Connectivity to E911, operator services and directory assistance is not supported by DID Service.
- C. The Company reserves the right to provision DID service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements.
- D. The Company, at its sole discretion, reserves the right to limit the quantity of DID number blocks a Customer may obtain. Requests for 30 or more DID number blocks must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 5.0 – LOCAL EXCHANGE SERVICE, (CONT'D.)

- 5.4 Direct Inward Dial (DID) Service, (Cont'd.)
 - 5.4.2 Service Eligibility, Restrictions and Limitations, (Cont'd.)
 - E. The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business.
 - F. The Customer shall not route or transmit traffic originated through toll free (8XX) dialing, or traffic typically subject to reverse billing treatment by any means, including but not limited to mapping to any Carrier Identification Codes (CIC), mapping to or in conjunction with any YMax DID numbers that utilize the YMax network, or use any other routing method that may cause the originating telephone company to bill YMax for the origination of such traffic, without first obtaining explicit written permission from an officer of YMax. A Customer transmitting or routing such prohibited traffic shall be subject to immediate discontinuance of its service or service arrangements without advance notice, and the Customer shall be liable for any charges billed to YMax due to such transmission or routing. In the event that Customer sends calls to YMax that are not approved for termination, then Customer shall pay YMax an additional \$.04 per minute for all of its toll free (8XX) or reverse billing originated traffic.

5.4.3 Rates and Charges

The following rates apply to DID Service.

Nonrecurring Annual Recurring Charge
Per DID Number \$0.00 \$0.10

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 5.0 – LOCAL EXCHANGE SERVICE, (CONT'D.)

5.5 Direct Inward Dial/Direct Outward Dial (DID/DOD) Service

5.5.1 General

- A. DID/DOD Service combines DID Service as described in Section 5.4 with Direct Outward Dial (DOD) service. DOD service is not provided independently of DID service. DID/DOD Service provides a Customer with a voice grade telephonic communications trunk channel to place and receive voice or data calls. DID/DOD Service does not provide a line-side connection. It transmits the dialed digits for incoming or outgoing calls, allowing the Customer's calls to be routed as required by the Customer to the Customer's designated equipment. Where available from the Company, long distance services can be provided in conjunction with DID/DOD Service or Customers may choose to route traffic to other carriers for long distance termination.
- B. Connectivity to E911, operator services and directory assistance is supported by DID/DOD Service.
- C. DID/DOD Service may be provided in conjunction with non-regulated services offered by the Company pursuant to contract. To the extent that contractual rates for DID/DOD Service differ from those set forth in Section 5.5.3 below, they will be subject to the terms of the Individual Case Basis arrangements set forth in Section 8.1 of this Price List.

5.5.2 Service Eligibility, Restrictions and Limitations

- A. The Customer must subscribe to a minimum of 20,000 DID/DOD numbers in each state in which it requests DID/DOD Service.
- B. The Company reserves the right to provision DID/DOD service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements.
- C. The Company, at its sole discretion, reserves the right to limit the quantity of DID/DOD number blocks a Customer may obtain. Requests for 30 or more DID/DOD number blocks must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID/DOD stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID/DOD numbers.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 5.0 – LOCAL EXCHANGE SERVICE, (CONT'D.)

- 5.5 Direct Inward Dial/Direct Outward Dial (DID/DOD) Service
 - 5.5.2 Service Eligibility, Restrictions and Limitations
 - D. The Customer has no property right to the telephone number or any other call number destination associated with service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business.
 - E. The Customer shall not route or transmit traffic originated through toll free (8XX) dialing, or traffic typically subject to reverse billing treatment by any means, including but not limited to mapping to any Carrier Identification Codes (CIC), mapping to or in conjunction with any YMax DID numbers that utilize the YMax network, or use any other routing method that may cause the originating telephone company to bill YMax for the origination of such traffic, without first obtaining explicit written permission from an officer of YMax. A Customer transmitting or routing such prohibited traffic shall be subject to immediate discontinuance of its service or service arrangements without advance notice, and the Customer shall be liable for any charges billed to YMax due to such transmission or routing. In the event that Customer sends calls to YMax that are not approved for termination, then Customer shall pay YMax an additional \$.04 per minute for all of its toll free (8XX) or reverse billing originated traffic.

5.5.3 Rates and Charges

The following rates apply to DID/DOD Service.

Per DID/DOD Number

Nonrecurring Annual Recurring Charge
\$0.00 \$0.10

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 6 – SUPPLEMENTAL SERVICES

6.1 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; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

6.1.1 Feature Descriptions

Anonymous Call Rejection - Gives the Customer the ability to prevent future calls from specific telephone numbers and can be activated after receipt of an unwanted call or after entering a telephone number from which the calling party does not wish to receive future calls. The screening list holds a maximum of fifteen (15) numbers.

<u>Auto Call Back</u> - Allows a Customer to return the most recent incoming call and hear an announcement of the last telephone number that called.

<u>Auto Redial</u> – Automatically redials a busy number for up to 30 minutes until line is available.

<u>Call Forwarding</u> - Allows incoming calls forwarded to be forwarded to another line specified by the Customer by dialing a code and the telephone number to which the calls will be forwarded.

<u>Call Trace</u> - Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only.

<u>Call Waiting / Call Waiting with Caller ID</u> – Allows the Customer engaged in a call to receive a tone signal indicating a second call is waiting, and by operation of the switch hook to place the first call on hold and answer the waiting call. Call Waiting with Caller ID provides Call Waiting service with the display of Caller ID information for the call that is waiting.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

- 6.1 Optional Calling Features, (Cont'd.)
 - 6.1.1 Feature Descriptions, (Cont'd.)

<u>Caller ID-Number Only</u> – Provides for the display of the calling party telephone number on Caller ID compatible Customer premises equipment.

<u>Caller ID Name and Number</u>– Provides for the display of the calling party name and telephone number on Caller ID compatible Customer premises equipment.

<u>Custom Ringing</u> - Allows a Customer to have up to two separate telephone numbers (one main and one additional number) associated with one local exchange access line. Each telephone numbers has a distinctive ring on incoming calls for identification purposes.

<u>Priority Call</u> - Allows a Customer to assign a maximum of fifteen (15) callers' telephone numbers to a special list. The customer will hear a distinctive ring at his location when calls are received from callers' telephone numbers on that list.

<u>Speed Calling 8</u>– Allows the Customer to dial an abbreviated code to originate a call to any of 8 programmed telephone numbers.

Three-Way Calling – Allows the Customer to add a third party to an existing conversation.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.1 Optional Calling Features, (Cont'd.)

6.1.2 Rates

A. Features Offered on a Monthly Basis

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

	Monthly Recurring Charge	
Feature	Business	Residential
Anonymous Call Rejection	\$3.00	\$3.00
Auto Call Back (*69)	\$4.00	\$4.00
Auto Redial	\$3.00	\$3.00
Call Forwarding - Busy Line	\$2.00	\$2.00
Call Waiting/ Call Waiting with Caller ID	\$6.00	\$6.00
Caller ID Name and Number	\$8.50	\$6.50
Distinctive Ringing	\$6.50	\$4.50
Priority Call	\$1.75	\$1.75
Speed Calling 8	\$3.00	\$1.50
Speed Calling 30	\$4.00	\$2.00
Three Way Calling	\$4.99	\$3.00

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

- 6.1 Optional Calling Features, (Cont'd.)
 - 6.1.2 Rates, (Cont'd.)
 - B. Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Business and Residence line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer.

Feature	Per Use
Busy Redial	\$0.75
Return Call	\$0.75
Three Way Calling	\$0.75
Call Trace	\$1.50

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.2 Directory Assistance Services

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

Directory assistance shall be provided at no charge to its customers who are legally blind for telephone numbers of customers located within the same local calling area.

Per Call Charge \$1.25

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.3 Operator Services

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

<u>Customer Dialed Calling/Credit Card Call</u> - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

<u>Person-to-Person</u> - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

<u>Third Party Billed:</u> Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

<u>Collect Calls:</u> Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.3 Operator Services, (Cont'd.)

6.3.1 Local Usage Charges

Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call.

6.3.2 Per Call Service Charges

Customer Dialed Calling Card	\$0.75
Operator Dialed Calling Card	\$2.50
Operator Assisted	
Collect	\$2.50
3rd Party Billed	\$2.50
Person-to-Person	\$4.50

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.4 Busy Line Verification and Emergency Interrupt Service

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

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

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

6.4.1 Rates

Busy Line Verification, per request: \$2.50 Busy Line Interrupt, per request: \$5.00

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.5 Directory Listing Service

6.5.1 General

The following rates and regulations 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.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Listing services are available with all classes of main telephone exchange service.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.5 Directory Listing Service, (Cont'd.)

6.5.2 Listings

A. Primary Listing

One listing, termed the primary listing, is included with each exchange access line or each joint user service.

B. Additional Listings

Additional listings may be the listings of individual names of those entitle to use the customer's service or, for business, Departments, Divisions, Trade names, etc.

In connection with business and residence service, regular additional listings are available only in the names of Authorized Users of the Customer's service.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings. However, when it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing will be permitted under the address of a branch exchange, Centrex or extension of an exchange service line installed on the premises of the Customer, but at an address different from that of the attendant position of main service.

Business additional listings are not permitted in connection with residence service. Residence additional listings are also permitted in connection with business service which is located in a residence and for permanent or season guests residing in a hotel or club.

A residence dual name additional listing is comprised of a surname, two first names, address and telephone number. A residence dual name additional listing may be provided for two persons who share the same surname and reside at the same address, or for a person known by two first names.

Special types of additional listings, such as Alternate, Alpha and Informational, Duplicate and Reference Listings, Foreign Listings, etc. take the same business or residence classification as the service with which such listings are furnished.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.5 Directory Listing Service, (Cont'd.)

6.5.2 Listings, (Cont'd.)

C. Nonpublished Service

The telephone numbers of nonpublished service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public.

Non published information may be released to emergency service providers, to customers who subscribe to Company offerings which require the information to provide service and/ or bill their clients, or, to telephone customers who are billed for calls placed to or from nonpublished numbers and to entities which collect for the billed services. Nonpublished names and/or telephone numbers may also be delivered to customers on a call-by-call basis.

Incoming calls to nonpublished service will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice not withstanding any claim the calling party may present, except claims of emergencies involving life and death. In such cases, the Company will call the nonpublished number and request permission to make an immediate connection to the calling party.

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.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.5 Directory Listing Service, (Cont'd.)

6.5.2 Listings, (Cont'd.)

D. Nonlisted Service

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.

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

The Company will only complete calls to a nonlisted number, if requested by a caller, during the course of a directory assistance call completion service.

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

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

- 6.5 Directory Listing Service, (Cont'd.)
 - 6.5.3 Monthly Rates

	Monthly Rate	
	Residence	Business
Additional Listings	\$1.50	\$6.00
Nonlisted Service	\$2.00	\$2.00
Nonpublished Service	\$4.50	\$4.50

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 7 – LONG DISTANCE SERVICES

7.1 General

Long Distance service is only available in conjunction with local service.

7.2 Direct Dial Service

Direct Dial Service rates apply when the Customer dials the telephone number without the assistance of an operator and the call is billed to the calling number. Usage is billed in one (1) minute increments with a one (1) minute minimum period.

Per Minute Usage Rate All Times of Day

\$0.25

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 8 – SPECIAL ARRANGEMENTS

8.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this Price List. Rates quoted in response to such competitive requests may be different than those specified for such services in this Price List. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 8 – SPECIAL ARRANGEMENTS, CONT'D.

8.2 Non-Routine Installation and/or Maintenance

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

LOCAL EXCHANGE SERVICES PRICE LIST

SECTION 9 - PROMOTIONAL OFFERINGS

9.1 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

9.2 Special Promotions

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges. The Company will notify the Commission prior to the effective date of any promotional offering.