
LOCAL EXCHANGE TARIFF

*This tariff, Minnesota Tariff No. 5, issued by Fusion Communications, LLC
cancels and replaces in its entirety
Minnesota Tariff No. 4 issued by Cbeyond Communications, LLC*

Fusion Communications, LLC

210 Interstate North Parkway, Suite 300
Atlanta, Georgia 30339

This tariff contains the description, regulations and rates for the furnishing of services and facilities for telecommunications services provided by Fusion Communications, LLC with principal offices at 210 Interstate North Parkway, Suite 300, Atlanta, Georgia 30339. This tariff applies for service furnished within the State of Minnesota. This tariff is on file with the Minnesota Public Utilities Commission (MPUC), and copies may be inspected, during normal business hours, at the Company's principal place of business in Kansas, MO, or at the MPUC's location at 121 7th Place East, Suite 350, St. Paul, MN 55101.

Issued: August 16, 2019
Issued By:

General Counsel
210 Interstate North Parkway, Suite 300
Atlanta, GA 30339

Effective: September 16, 2019

LOCAL EXCHANGE TARIFF

CHECK SHEET

Pages of this tariff, 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 tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
Title	Original		25.1	Original	*	38.3	Original	*
1	1 st Revised	*	25.2	Original	*	38.4	Original	*
2	Original		25.3	Original	*	38.5	Original	*
3	Original		25.4	Original	*	38.6	Original	*
4	Original		25.5	Original	*	39	Original	
5	Original		25.6	Original	*	40	Original	
6	Original		25.7	Original	*	41	Original	
7	Original		25.8	Original	*	42	Original	
8	Original		25.9	Original	*	43	Original	
9	Original		25.10	Original	*	44	Original	
10	Original		25.11	Original	*	45	Original	
11	Original		25.12	Original	*	46	Original	
12	Original		25.13	Original	*	46.1	Original	*
13	Original		25.14	Original	*	46.2	Original	*
14	Original		25.15	Original	*	46.3	Original	*
15	Original		26	Original		46.4	Original	*
16	Original		27	Original		46.5	Original	*
17	Original		28	Original		46.6	Original	*
18	Original		29	Original		46.7	Original	*
19	Original		30	Original		46.8	Original	*
20	Original		31	Original		46.9	Original	*
21	Original		32	Original		47	Original	
22	Original		33	Original		48	Original	
23	Original		34	Original		49	Original	
24	Original		35	Original		50	Original	
25	Original		36	Original		51	Original	
			37	Original		52	Original	
			38	Original				
			38.1	Original	*			
			38.2	Original	*			

* - indicates those pages included with this filing

LOCAL EXCHANGE TARIFF

TABLE OF CONTENTS

CHECK SHEET..... 1
TABLE OF CONTENTS..... 2
SYMBOLS..... 3
TARIFF FORMAT 4
APPLICATION OF TARIFF 5
SECTION 1 -TECHNICAL TERMS AND ABBREVIATION..... 6
SECTION 2 -RULES AND REGULATIONS 9
SECTION 3 - DESCRIPTION OF SERVICE..... 22
SECTION 4 - RATES AND CHARGES 38
SECTION 5 - PROMOTIONAL OFFERINGS..... 47
SECTION 6 - MISCELLANEOUS SERVICES AND RATES 48
SECTION 7 - TOLL SERVICES 52

LOCAL EXCHANGE TARIFF

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (D) Delete or Discontinue
- (I) Change Resulting in an Increase to a Customer's Bill
- (M) Moved from Another Tariff Location
- (N) New
- (R) Change Resulting in a Reduction to a Customer's Bill
- (T) Change in Text or Regulation but no Change in Rate or Charge

LOCAL EXCHANGE TARIFF

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new Pages are occasionally added to the tariff. When a new Page is added between existing Pages with whole numbers, a decimal is added. For example, a new Page added between Pages 34 and 35 would be Page 34.1.
- B. Page Revision Numbering - Revision numbers also appear in the upper right corner of the Page. These numbers are used to determine the most current Page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check page for the Page currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Page - When a tariff is filed with the Commission, an updated check page accompanies the tariff filing. The check page lists the tariff Pages, with a cross reference to the current revision number. When new pages are added, the check page is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made. The tariff user should refer to the latest check page to find out if a particular Page is the most current on file with the Commission.

LOCAL EXCHANGE TARIFF

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates and terms and conditions of service applicable to the furnishing of End-User local exchange telecommunications services by Fusion Communications, LLC ("Fusion" or "Company") to business Customers within the State of Minnesota.

Issued: August 16, 2019

Issued By:

General Counsel
210 Interstate North Parkway, Suite 300
Atlanta, GA 30339

Effective: September 16, 2019

LOCAL EXCHANGE TARIFF

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**1.1 Definitions**

Busy Hour - The two consecutive half hours during which the greatest volume of traffic is handled.

Call - A completed connection between the Calling and Called parties.

Calling Station - The telephone number from which a Call originates.

Called Station - The telephone number called.

Carrier - An entity other than the Company that provides telecommunications services.

Commission - The Minnesota Public Utilities Commission.

Company - Fusion Communications, LLC, unless specifically stated otherwise.

Customer - A person, firm, corporation, partnership or other entity, including affiliates or divisions of the Customer, in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff.

Day - The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the Call is originated.

Disconnect - To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

Evening - The period of time from 5:00 p.m. to (but not including) 11:00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at the location from which the Call is originated.

Incomplete - Any Call where voice transmission between the Calling and Called station is not established.

LOCAL EXCHANGE TARIFF

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)

1.1 Definitions (Cont'd.)

Holiday - For the purposes of this tariff recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Message - A completed telephone call by a Customer or User.

Normal Business Hours - The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Premises - The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

Rate - Money, charge, fee or other recurring assessment billed to Customers for services or equipment.

Terminal Equipment - Telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically, or inductively to the telecommunication system.

User or End User - Customer or any authorized person or entity that utilizes the Company's services.

LOCAL EXCHANGE TARIFF

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)

1.2 Abbreviations

BLV	Busy Line Verification
CPE	Customer Premises Equipment
DID	Direct Inward Dialing
DOD	Direct Outward Dialing
PBX	Private Branch Exchange
PIC	Primary or Preferred Interexchange Carrier
POP	Point of Presence
V&H	Vertical and Horizontal Coordinates

LOCAL EXCHANGE TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 The Company provides facilities-based local exchange telecommunications service to business Customers for the direct transmission of voice, data and other types of telecommunications.
- 2.1.2 The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth in this tariff. When authorized by the Customer, the Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.3 The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations of Service

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services may be denied for nonpayment of charges or for other violations of the terms and conditions set forth in this tariff.
- 2.2.5 The use of the Company's services to make Calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.

LOCAL EXCHANGE TARIFF

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

2.2 Limitations of Service (Cont'd.)

2.2.6 Service temporarily may be refused or limited because of system capacity limitations.

2.2.7 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.

2.2.8 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.

2.2.9 The Company reserves the right to discontinue furnishing service where the Customer is using the service in violation of the law or the provisions of this tariff.

2.3 Limitations of Liability

2.3.1 Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.

2.3.2 The Company is not liable to Users for interruptions in service except as set forth in Section 2.5 of this tariff.

2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited, unless otherwise ordered by the Commission, 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 TARIFF

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

2.3 Limitations of Liability (Cont'd.)

2.3.4 The Company shall not be liable for and the User shall indemnify and hold the Company harmless against any claims for loss or damages involving:

- A. Any act or omission of: (i) the User; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
- B. Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, flood or other catastrophes, war, riots, national emergencies, government or military authorities, strikes, lock-outs, work stoppages or other labor difficulties, or causes beyond the Company's control;
- C. Any unlawful or unauthorized use of the Company's facilities and services;
- D. Libel, slander or infringement of copyright arising directly or indirectly from content transmitted over facilities provided by the Company;
- E. Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;
- F. Claims arising out of any act or omission of the User in connection with service provided by the Company;
- G. Breach in the privacy or security of communications transmitted over the Company's facilities;

LOCAL EXCHANGE TARIFF

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

2.3 Limitations of Liability (Cont'd.)

2.3.4 (Cont'd.)

- H. Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the User obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Customer;
- I. Defacement of or damage to the Customer's Premises or personal property resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement is caused by negligence or the willful misconduct of the Company's agents or employees;
- J. Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
- K. Any noncompleted calls due to network busy conditions; and
- L. Any calls not actually attempted to be completed during any period that service is unavailable.

2.3.5 The User shall reimburse the Company for all costs, expenses and fees incurred by the Company in its defense against claims set forth in Section 2.3.4.

2.3.6 The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the User, even if the Company has acted as the User's agent in arranging for such facilities or services.

LOCAL EXCHANGE TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)**2.3 Limitations of Liability (Cont'd.)**

2.3.7 Any claim against the Company shall be deemed waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

2.3.8 With respect to the services provided pursuant to this tariff, the Company makes no representations or warranties, express or implied, either in fact or by operation of law, statutory or otherwise, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose, except those expressly set forth in this tariff. The Company does not authorize anyone to make a warranty or representation of any kind on its behalf and the User should not rely on any such statement.

2.3.9 Any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the Customer for service, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failure or defect in facilities furnished by the Company occurred.

2.4 Responsibilities of the Customer

2.4.1 The Customer is responsible for placing any necessary orders, complying with tariff regulations and assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User. The Customer also is responsible for the payment of charges for all Calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card Calls.

LOCAL EXCHANGE TARIFF

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

2.4 Responsibilities of the Customer (Cont'd.)

- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.4.4 The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
- 2.4.6 The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.
- 2.4.7 The Customer agrees, except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees incurred by the Company in its defense against such actions.

LOCAL EXCHANGE TARIFF

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

2.5 Allowances for Interruptions in Service

2.5.1 General

- A. A service is interrupted when it becomes unusable to the User, *e.g.*, the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the User reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the User reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, 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.

LOCAL EXCHANGE TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)**2.5 Allowances for Interruptions in Service (Cont'd.)****2.5.2 Application of Credits for Interrupted Services**

- A. At the Customer's request, a credit allowance for a continuous interruption of service for more than twenty-four (24) hours will be made in an amount to be determined by the Company on a case-by-case basis.
- B. Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.
- C. In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.
- D. When an interruption exceeds twenty-four (24) hours, the length of the interruption will be measured in twenty-four (24) hour days. A fraction of a day consisting of less than twelve (12) hours will not be credited and a period of twelve (12) hours or more will be considered an additional day.

LOCAL EXCHANGE TARIFF

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

2.5 Allowances for Interruptions in Service (Cont'd.)

2.5.3 Limitations on Allowances

- A. No credit allowance will be made for any interruption of service:
1. due to the negligence of, or noncompliance with the provisions of this tariff by, any person or entity other than the Company, including but not limited to the Customer or other entities or carriers connected to the service of the Company;
 2. due to the failure of power, equipment, systems or services not provided by the Company;
 3. due to circumstances or causes beyond the control of the Company;
 4. during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption;
 5. during any period in which the User continues to use the service on an impaired basis;
 6. during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
 7. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
 8. that was not reported to the Company within thirty (30) days of the date that service was affected.

LOCAL EXCHANGE TARIFF

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

2.6 Termination of Service

The Company may discontinue service under this section. Customers will be given five (5) days written notice prior to discontinuance unless otherwise indicated. The five day notice period excludes Sundays and legal holidays. Service will not be disconnected on any Friday, Saturday, Sunday or legal holiday, or at any time when the Company's business offices are not open to the public, except where an emergency exists.

After discontinuing service, the Company may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable. These remedies are in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

The Company may discontinue service with notice for any of the following:

- A. For failure to pay a bill for service when due;
- B. For failure to meet the company's deposit and credit requirements;
- C. For failure to make proper application for service;
- D. For violation of any of the Company's rules on file with the Commission;
- E. For failure to provide the Company reasonable access to equipment and property;
- F. For breach of contract for service between the Customer and the Company;
- G. For failure to furnish such service, equipment, and/or rights-of-way necessary to serve the Customer as shall have been specified by the Company as a condition of obtaining service; or
- H. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

LOCAL EXCHANGE TARIFF

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

2.7 Payment of Charges

- 2.7.1 The Customer is responsible for payment of all charges for service furnished to the User.
- 2.7.2 If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within twenty (20) days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%.
- 2.7.3 Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately 30 days in length.
- 2.7.4 Customers must notify the Company either verbally or in writing of any disputed charges within thirty (30) days of the billing date, otherwise all charges on the invoice will be deemed accepted. All charges remain due and payable at the due date, although a Customer is not required to pay disputed charges while the Company conducts its investigation into the matter.

2.8 Special Arrangements

- 2.8.1 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 tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

When ICB pricing is used, the tariff will be amended to reflect the service to which special pricing terms are available, including the rates, terms and conditions, if they vary from those contained in the effective tariff.

LOCAL EXCHANGE TARIFF

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

2.9 Term Agreements

2.9.1 The Company offers Term Agreements wherein the Customer agrees to retain the Company services for a mutually agreed upon length of time. If a customer terminates service prior to the end of the term agreement, a termination charge will apply. This termination charge is equal to the monthly recurring charges times the number of months remaining in the then current term plus all non-recurring charges for which the Company has not been reimbursed.

2.10 Deposits

The Company may at times require deposits from Customers. The Company will pay interest at the rate prescribed by the Commission.

2.11 Advance Payments

The Company will not require advance payments from Customers.

LOCAL EXCHANGE TARIFF

SECTION 2 - RULES AND REGULATIONS (CONT'D.)**2.12 Contested Charges**

All bills are presumed accurate and shall be binding on the Customer unless objection is received by the Company no more than thirty (30) days after such bills are rendered. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:

2.12.1 First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)

2.12.2 Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Minnesota Public Utilities Commission. The address of the Commission is:

Minnesota Public Utilities Commission
121 7th Place East, Suite #350
350 Metro Square Building
St. Paul, MN 55101
Telephone: (651) 296-0406
Toll Free: (800) 657-3782
Email: CAOstaff@pucgate.puc.state.mn.us

2.13 Taxes

State and local sales, use and similar taxes are billed as separate items and are not included in the quoted rates for service.

LOCAL EXCHANGE TARIFF

SECTION 3 - DESCRIPTION OF SERVICE**3.1 Timing of Calls**

- 3.1.1 The Customer's monthly usage charges for the Company service are based upon the total number of minutes the Customer uses and the service options to which the Customer subscribes. Chargeable time begins at the time the called party answers (*i.e.* when two-way communications is possible) and ends when either party hangs up.
- 3.1.2 No charges apply if a Call is not completed.
- 3.1.3 For billing purposes, all Calls are rounded up to the nearest minute and billed in increments of one minute. The minimum Call duration is 1 minute for a connected Call.
- 3.1.4 Where applicable, charges will be rounded up to the nearest penny.
- 3.1.5 Usage begins when the called party picks up the receiver (*i.e.* when two-way communication is possible). The Company utilizes software answer supervision, which permits up to 60 seconds of ringing before the Call becomes billed usage. A Call is terminated when the calling or called party hangs up.
- 3.1.6 The Company will not knowingly charge for Incomplete Calls. Upon the Customer's request and proper verification, the Company shall promptly adjust or credit the Customer's account for charges or payments for any unanswered Call inadvertently billed due to the unavailability of Feature Group D or due to another carrier's failure to provide answer supervision. Where answer supervision is not available, any Call for which the duration exceeds one (1) minute shall be presumed to have been answered.

3.2 Start of Billing

Billing will begin upon the earlier of (i) connection of the facility to the customer network and commencement of services (service activation) or (ii) within 15 days after delivery of the applicable facility to the customer premises by the facility provider, unless the delay in connection of the facility is due to the fault of or requested by the Company. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by the Company of notification of cancellation as described in Section 2.6.1 of this tariff.

LOCAL EXCHANGE TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)

3.3 Calculation of Distance

3.3.1 Where applicable, usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the Call.

3.3.2 Where applicable, the airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved.

3.4 Minimum Call Completion Rate

The Customer can expect a call completion rate of at least 97% per 100 Calls attempted during peak use periods for all Feature Group D (1+) services.

LOCAL EXCHANGE TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)**3.5 Local Exchange Service Offerings**

Where technically and economically feasible, the Company offers local exchange telecommunications services to business Customers pursuant to contractual arrangements. The Customer's total monthly use of the Company's service is charged at the applicable rates, in addition to any monthly service charges.

3.5.1 Business Local Exchange Service

Business Local Exchange Service provides the Customer with basic business access lines allowing connectivity to the local service network and features.

3.5.2 Business Trunk Line Service

Business Trunk Line Service provides trunk-featured business local services for connection to Key and PBX systems. Service will include Direct Outward Dial ("DOD").

LOCAL EXCHANGE TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)**3.5 Local Exchange Service Offerings (Cont'd.)****3.5.3 Trunk Line Call Hunting Service**

Trunk Line Call Hunting Service is a Local Business Line Service that may be sold with hunting features to front-end an existing Key or PBX System.

3.5.4 Direct Inward Dial ("DID") Service

DID enables a Caller to complete a Call to a specific extension without being transferred by an attendant. The Company offers DID service to its Customers in minimum blocks of ten (10) telephone numbers.

The Company reserves the right to review vacant DID Stations or Stations not in use to determine efficient telephone number utilization. Should the Company determine, based on its own discretion, that inefficient number utilization is occurring, the Company reserves the right to reassign the unused DID Stations.

The Customer has no property rights 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.

LOCAL EXCHANGE TARIFF

SECTION 3 – DESCRIPTION OF SERVICE (CONT'D.)

3.5 Local Exchange Service Offerings (Cont'd.)

3.5.5 Basic Line

(N)

A. Basic Line is equipped with:

- Basic Line
- Unlimited Local, Intra-LATA Long Distance
- Caller ID – Name and Number
- Call Waiting
- Hunting

B. Basic Line is available to business customers.

All customers will be required to sign a 12, 24 or 36 month term agreement.

Early Termination Fees are calculated using the following formula:
\$100 x Months Remaining

The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.

C. Customers may accept or decline the feature(s); however, declining the feature(s) will not reduce the package monthly rate. If more features are chosen with the Basic Line bundle, standard rates located in Section 4.2 of this tariff will apply.

D. The availability of certain features is dependent on ILEC feature availability.

E. Product may not be available in all CLLIs.

(N)

LOCAL EXCHANGE TARIFF

SECTION 3 – DESCRIPTION OF SERVICE (CONT'D.)

3.5 Local Exchange Service Offerings (Cont'd.)

3.5.5 Basic Line (Cont'd.)

(N)

F. Long Distance Rates apply to all domestic 1+ direct dialed minutes of use.

Long distance is only applicable to standard outbound domestic long distance only, originating from the Company customer to the 50 US States and US territories (Puerto Rico, Guam, USVI, No. Marianas). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.

Customer may choose to use another carrier for their long distance purposes; however, declining the Company long distance will not reduce the package monthly rate.

G. An additional charge will apply when adding Unified Messaging or Voicemail to Basic Line. There is a maximum of 3 extensions per voicemail box. Call Forwarding –Busy Line and Call Forwarding-Don't answer will be provided for customers who add a voicemail service to their Basic Line.

(N)

LOCAL EXCHANGE TARIFF

SECTION 3 – DESCRIPTION OF SERVICE (CONT'D.)

3.5 Local Exchange Service Offerings (Cont'd.)

3.5.5 Basic Line (Cont'd.)

(N)

H. Caller ID with Name and Number-Caller ID with Name and Number (Caller ID) enables the terminating Customer to identify the calling party by displayed name and/or number before the call is answered. Caller ID Customers must provide and connect their own compatible CPE.

Line blocking for the delivery of the calling name and/or number is available upon request, at no charge, to the following entities and their employees/volunteers, for lines over which the official business of the agency is conducted including those at the residences of employees/volunteers, where an executive officer of the agency registers with the Company a need for blocking; (a) private, nonprofit, tax-exempt, domestic violence intervention agencies and (b) federal, state and local law enforcement agencies. The Company shall not be liable for any claims for damages caused or claimed to have been caused, directly or indirectly, by the transmission to a Caller ID customer of a name or telephone number which the calling party or the Caller ID customer finds erroneous, offensive, embarrassing, or misleading for any reason, including but not limited to the way in which the calling party's name has been abbreviated. Telephone calling party name and/or number (CPN) information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

I. Call Forwarding –Busy Line and Call Forwarding-Don't answer will be provided for customers who add a voicemail service to their Basic Line.

J. All term commitment discounts will be applied on the current invoice as a discount off of the standard monthly recurring charge for service.

K. Effective upon expiration of the initial or any subsequent term, the contract discount will expire.

(N)

LOCAL EXCHANGE TARIFF

SECTION 3 – DESCRIPTION OF SERVICE (CONT'D.)

3.5 Local Exchange Service Offerings (Cont'd.)

3.5.6 Basic Plus

(N)

A. Basic Plus is equipped with:

- Dialtone Line
- Unlimited Local, Intra-LATA Long Distance
- Anonymous Call Rejection, per line
- Call Block
- Call Forwarding
- Call Forwarding Busy Line
- Call Forwarding Don't Answer
- Call Return
- Call Selector
- Call Tracing
- Call Waiting
- Caller ID
- Caller ID Deluxe
- Calling number delivery blocking, per line
- Distinctive Ringing Service
- Enhanced Caller ID
- Hunting
- Preferred Call Forwarding
- Remote Access – Call Forwarding Variable
- Repeat Dialing
- Selective Class of Call Screening
- Speed Calling
- Three-Way Calling

B. Basic Plus applies to business customers.

All customers will be required to sign a 12, 24 or 36 month term agreement.

Early Termination Fees are calculated using the following formula:

$\$50 \times \text{Months Remaining (Per Location)}$

The early termination fee will apply per location on the original term agreement or any subsequent renewal of the term agreement.

(N)

LOCAL EXCHANGE TARIFF

SECTION 3 – DESCRIPTION OF SERVICE (CONT'D.)

3.5 Local Exchange Service Offerings (Cont'd.)

3.5.6 Basic Plus (Cont'd.)

- C. Customers may accept or decline the feature(s); however, declining the feature(s) will not reduce the package monthly rate. If more features are chosen with the Basic Plus bundle, standard rates located in section will apply.
- D. The availability of certain features is dependent on ILEC feature availability.
- E. Product may not be available in all CLLIs.
- F. Long Distance Rates apply to all domestic 1+ direct dialed minutes of use.

Customer may choose to use another carrier for their long distance purposes; however, declining the Company long distance will not reduce the package monthly rate.
- G. An additional charge will apply when adding Unified Messaging or Voicemail to Basic Plus. There is a maximum of 3 extensions per voicemail box. Call Forwarding –Busy Line and Call Forwarding-Don't answer will be provided for customers who add a voicemail service to their Basic Plus.
- H. Caller ID with Name and Number—Caller ID with Name and Number (Caller ID) enables the terminating Customer to identify the calling party by displayed name and/or number before the call is answered. Caller ID Customers must provide and connect their own compatible CPE.

(N)

(N)

LOCAL EXCHANGE TARIFF

SECTION 3 – DESCRIPTION OF SERVICE (CONT'D.)

3.5 Local Exchange Service Offerings (Cont'd.)

3.5.6 Basic Plus (Cont'd.)

- I. Line blocking for the delivery of the calling name and/or number is available upon request, at no charge, to the following entities and their employees/volunteers, for lines over which the official business of the agency is conducted including those at the residences of employees/ volunteers, where an executive officer of the agency registers with the Company a need for blocking; (a) private, nonprofit, tax-exempt, domestic violence intervention agencies and (b) federal, state and local law enforcement agencies. The Company shall not be liable for any claims for damages caused or claimed to have been caused, directly or indirectly, by the transmission to a Caller ID customer of a name or telephone number which the calling party or the Caller ID customer finds erroneous, offensive, embarrassing, or misleading for any reason, including but not limited to the way in which the calling party's name has been abbreviated. Telephone calling party name and/or number (CPN) information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.
- J. Call Forwarding –Busy Line and Call Forwarding-Don't answer will be provided for customers who add a voicemail service to their Basic Plus.
- K. All term commitment discounts will be applied on the current invoice as a discount off of the standard monthly recurring charge for service.
- L. Effective upon expiration of the initial or any subsequent term, the contract discount will expire.

(N)

(N)

LOCAL EXCHANGE TARIFF

SECTION 3 – DESCRIPTION OF SERVICE (CONT'D.)

3.5 Local Exchange Service Offerings (Cont'd.)

3.5.7 Value Line

(N)

A. Value Line is equipped with

Basic Line

B. Value Line is available to business customers.

All customers will be required to sign a 12, 24 or 36 month term agreement.

Early Termination Fees are calculated using the following formula:
\$100 x Months Remaining

The termination fee will apply per location on the original contract or any subsequent renewal of the contract.

C. Product may not be available in all service areas.

D. Long Distance Rates apply to all domestic 1+ direct dialed minutes of use.

Long distance is only applicable to standard outbound domestic long distance only, originating from the Company customer to the 50 US States and US territories (Puerto Rico, Guam, USVI, No. Marianas, American Samoa). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.

Customer may choose to use another carrier for their long distance purposes; however, declining the Company long distance will not reduce the package monthly rate.

E. The availability of certain features depends on ILEC feature availability.

F. An additional charge will apply when adding Unified Messaging or Voicemail to Value Line. There is a maximum of 3 extensions per voicemail box.

(N)

LOCAL EXCHANGE TARIFF

SECTION 3 – DESCRIPTION OF SERVICE (CONT'D.)

3.5 Local Exchange Service Offerings (Cont'd.)

3.5.7 Value Line (Cont'd.)

G. Call Forwarding – Busy Line and Call Forwarding-Don't answer will be provided for customers who add a voicemail service to their Value Line.

H. Caller ID with Name and Number—Caller ID with Name and Number (Caller ID) enables the terminating Customer to identify the calling party by displayed name and/or number before the call is answered. Caller ID Customers must provide and connect their own compatible CPE.

Line blocking for the delivery of the calling name and/or number is available upon request, at no charge, to the following entities and their employees/volunteers, for lines over which the official business of the agency is conducted including those at the residences of employees/volunteers, where an executive officer of the agency registers with the Company a need for blocking; (a) private, nonprofit, tax-exempt, domestic violence intervention agencies and (b) federal, state and local law enforcement agencies. The Company shall not be liable for any claims for damages caused or claimed to have been caused, directly or indirectly, by the transmission to a Caller ID customer of a name or telephone number which the calling party or the Caller ID customer finds erroneous, offensive, embarrassing, or misleading for any reason, including but not limited to the way in which the calling party's name has been abbreviated. Telephone calling party name and/or number (CPN) information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

I. All term commitment discounts will be applied on the current invoice as a discount off of the standard monthly recurring charge for service.

J. Effective upon expiration of the initial or any subsequent term, the contract discount will expire.

(N)

(N)

LOCAL EXCHANGE TARIFF

SECTION 3 – DESCRIPTION OF SERVICE (CONT'D.)

3.5 Local Exchange Service Offerings (Cont'd.)

3.5.8 Essentials

(N)

A. Essentials is equipped with

- Basic Line
- Unlimited Features
- Hunting
- Unlimited Local Intra-LATA Long Distance
- 200 Minutes of Domestic Inter-LATA Long Distance

B. Essentials is available to business customers.

All customers will be required to sign a 12, 24 or 36 month term agreement.

Early Termination Fees are calculated using the following formula:
\$100 x Months Remaining

The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.

C. Customers may accept or decline the feature(s); however, declining the feature(s) will not reduce the package monthly rate.

D. The availability of certain features depends on ILEC feature availability.

(N)

LOCAL EXCHANGE TARIFF

SECTION 3 – DESCRIPTION OF SERVICE (CONT'D.)

3.5 Local Exchange Service Offerings (Cont'd.)

3.5.8 Essentials (Cont'd.)

- E. Long Distance Block of Time allotment applies to all domestic 1+ direct dialed minutes of use.

Free Long distance is only applicable to standard outbound domestic long distance only, originating from Lingo customer to the 48 contiguous US States, and does not apply to calls to HI, AK, or US territories (Puerto Rico, Guam, USVI, No. Marianas). Standard rates will apply for any overage beyond any inclusive block of minutes, and all calls made to AK, HI, and U.S. territories (Puerto Rico, Guam, USVI, and No. Marianas). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.

Customer may choose to use another carrier for their long distance purposes; however, declining the Company long distance will not reduce the package monthly rate.

- F. An additional discounted charge will apply when adding Unified Messaging or Voicemail to Essentials. There is a maximum of 3 extensions per voicemail box.

- G. Effective upon expiration of the initial or any subsequent term, the contract discount will expire.

(N)

(N)

LOCAL EXCHANGE TARIFF

SECTION 3 – DESCRIPTION OF SERVICE (CONT'D.)

3.5 Local Exchange Service Offerings (Cont'd.)

3.5.9 ISDN Service

(N)

A. Basic Rate Interface Rates

Single Line ISDN Service Basic Rate Access is offers Flat Rated or Measured Local Calling. The Customer may have only one type of Basic Rate Access on an account. The Company will provide Flat and Measured Basic Rate Access at the same address, for the same Customer; however, the Flat and Measured Services must reside on separate accounts.

Usage Charges apply to all outgoing calls when using the Measured Without Usage Allowance Option.

1. Basic Rate Interface

Following are the Monthly Rates and Nonrecurring Charges for Single Line ISDN Service. These Rates and Charges apply in addition to Applicable Rates and Charges for Other Services provided by the Company.

Single Line ISDN Service Basic Rate Access with a Usage Allowance includes up to either 600 minutes or 7200 minutes per month of aggregate usage for circuit-switched voice and circuit-switched data. Usage is aggregated at the account level rather than the summary bill level. Additional usage in excess of the Usage Allowance in a monthly billing period, will incur Usage Charges.

When BRI is arranged for circuit-switched voice service, Optional Calling Features offered in Section 3.6 of this tariff are available, where such features are compatible with the ISDN Service.

B. Primary Rate Interface Rates

Rates, terms and conditions for ISDN-PRI will be determined on an Individual Case Basis (ICB) and specified by contract between the Company and the Customer.

(N)

LOCAL EXCHANGE TARIFF

SECTION 3 – DESCRIPTION OF SERVICE (CONT'D.)

3.5 Local Exchange Service Offerings (Cont'd.)

3.5.10 Centrex Service

Centrex Service is a Central Office-based PBX service offered to Business Customers. Centrex configurations are offered on an Individual Case Basis, subject to the availability of equipment and facilities necessary to provision the service on a continuing and economically feasible basis.

A. Feature Descriptions

Standard Centrex includes the following features:

- 1. Attendant Capabilities - provides an Attendant Position for answering and directing calls throughout the Customer's system.
- 2. Direct Inward Dialing - each station is associated with an Assigned Telephone Number so that inward calls do not need to route through an Attendant.
- 3. Flexible Night Service - allows the Centrex Customer to specify stations which will ring directly in response to outside calls when the system is set in Night Mode.
- 4. Free calling within the system.
- 5. SMDR - Station Message Detail Recording - provides a print out of call details associated with station lines and trunks in each system.
- 6. Station Restrictions - the System Administrator is provided with the ability to determine the scope of calling privileges applicable to individual stations within the system.

(N)

(N)

LOCAL EXCHANGE TARIFF

SECTION 3 – DESCRIPTION OF SERVICE (CONT’D.)

3.5 Local Exchange Service Offerings (Cont’d.)

3.5.10 Centrex Service, (Cont’d.)

A. Feature Descriptions, (Cont’d.)

Station Features available to all stations:

- 7. Auto Recall (Intra-group) - enables the Station User to automatically redial the last outgoing line dialed. When the Recalled Number is busy, the system will make repeated attempts to establish a connection for a specified period of time and will notify the Call Originator when a connection is established.
- 8. Call Forwarding Busy - automatically forwards incoming calls to a preselected telephone number when the Station Line is busy.
- 9. Individually assigned telephone numbers.
- 10. Call Forwarding Don’t Answer - automatically forwards incoming calls to a preselected telephone number when the Station Line does not answer.
- 11. Call Forwarding Variable - forwards incoming calls to a telephone number automatically after a Station User has invoked the feature.
- 12. Call Pickup - allows a Station User to answer any call within an associated preset pickup group.
- 13. Call Transfer - allows a Station User to transfer any established call to another station or outside line.

(N)

(N)

LOCAL EXCHANGE TARIFF

SECTION 3 – DESCRIPTION OF SERVICE (CONT'D.)

3.5 Local Exchange Service Offerings (Cont'd.)

3.5.10 Centrex Service, (Cont'd.)

A. Feature Descriptions, (Cont'd.)

Station Features available to all stations:

- 14. Hunting - provides hunting to an idle station within a prearranged group, completing the call to the first idle station encountered.
- 15. Remote Activation of Call Forwarding - allows the Station User to activate or deactivate call forwarding associated with a station line from outside of the system.
- 16. Speed Calling (Customer Changeable) - allows the Station User to program abbreviated dialing for a list of telephone numbers.
- 17. Three-Way Calling - allows a Station User to add a Third Party to any established call for a three-party conference, without the assistance of the Attendant.
- 18. Touchtone Dialing - all stations are equipped for touchtone dialing.

(N)

(N)

LOCAL EXCHANGE TARIFF

SECTION 3 – DESCRIPTION OF SERVICE (CONT'D.)

3.5 Local Exchange Service Offerings (Cont'd.)

3.5.10 Centrex Service, (Cont'd.)

(N)

A. Feature Descriptions, (Cont'd.)

Optional Bundle features include:

Automatic Call Back - Outside - enables the Station User to automatically redial the telephone number of the most recent incoming call or attempted incoming call. The system will make repeated attempts to place the call for a specified period of time if the most recent telephone number is busy.

Automatic Recall - Outside - allows the Station User to automatically redial the last outgoing telephone number dialed. When the Recalled Telephone Number is busy, the system will make repeated attempts for a specified period of time to establish the call.

Caller ID - Outside - utilizes network capabilities to transmit the telephone number associated with an incoming call to the Called Party's station. The station must be equipped with compatible Caller ID equipment to display the number.

B. Application of Rates and Charges

The Rates and Charges as specified in Section 4.1 of this tariff apply. In addition, all other applicable charges and surcharges apply.

C. Private Line Services

Voice Grade circuits are provided with a bandwidth of 300-3000 Hz designed to meet certain specifications based on Company standards of measurement for voice transmission, data transmission, remote metering, telephoto and miscellaneous signaling purposes. Such identification is not intended to limit a customer's use of the circuits nor to imply that the circuit is limited to a particular use. These circuits are not suitable for the transmission of direct current pulses. The number of stations that may be connected and the distance over which transmission is possible may be limited by operating and transmission factors. Circuits are furnished as either two-wire or four-wire on a two-point or multi-point basis.

(N)

LOCAL EXCHANGE TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)

3.6 Additional Local Exchange Service Offerings

3.6.1 Directory Assistance Service

Directory Assistance Service provides the Customer with the ability to use a directory assistance operator to provide listing information. The Company will provide access to Directory Assistance Service through arrangements with other telecommunications companies. A maximum of two (2) telephone numbers per Customer may be requested per Call.

3.6.2 Directory Assistance Call Completion ("DACC") Service

DACC service provides the Customer with the ability to use the directory assistance operator to connect the Customer with the party whose listing information the directory assistance operator has provided to the Customer. The DACC charge is in addition to the per Call charges for Directory Assistance set forth above.

3.6.3 Operator Services

Operator Services involve live or automated operator assistance with the placement of Customers telephone Calls and related information. The Company will provide access to Operator Services through arrangements with other telecommunications companies.

3.6.4 Directory Listings

The Company shall provide for a single Directory Listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number that is designated as the Customer's main billing number. Additional information or additional or alternate Company Station numbers, other than the Customer's main billing number associated with a Customer's service, cross reference, foreign, non-listed and non-published listing services also will be provided to the Customer for a monthly recurring charge per listing.

LOCAL EXCHANGE TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)**3.6 Additional Local Exchange Service Offerings (Cont'd.)****3.6.5 Caller ID Number**

Displays the telephone number of an incoming Call on a CPE device attached to the Customer's telephone line.

3.6.6 Caller ID with Name and Number

Displays the name and telephone number of an incoming Call on a CPE device attached to the Customer's telephone line.

3.6.7 Call Forwarding**A. Call Forwarding – Universal**

This service allows the Customer to forward Calls to any telephone number or station in the Customer Group that their station is allowed to call, including voicemail and the attendant. Call Forwarding - Universal takes precedence over Call Forward - No Answer, and calls are forwarded immediately.

B. Call Forwarding - No Answer

Calls are automatically forwarded to a number or station in the Customer Group after a specified number of rings.

C. Call Forwarding – Busy

Calls are automatically forwarded to a number or station in the Customer Group when the user's line is busy.

LOCAL EXCHANGE TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)**3.6 Additional Local Exchange Service Offerings (Cont'd.)****3.6.8 Call Waiting**

When a line is in use, Call Waiting will generate an audible tone that will allow the user to know that another Call is coming in. The user may answer the new Call, and alternate between Calls, by pressing the hook flash switch on the telephone.

3.6.9 Cancel Call Waiting

Allows the user, on a per-Call basis, to cancel the Call Waiting function by dialing 70 before making a Call.

3.6.10 Call Transfer

Allows a user to transfer a Call to another station within the Customer Group or to an outside telephone number.

3.6.11 Three-Way Calling

Permits a user to place an existing Call on hold, dial another station in the Customer Group or outside telephone number, and bridge the new Call to the existing connection.

3.6.12 Last Number Redial

Allows a user to transfer a Call to another station within the Customer Group or to an outside telephone number.

3.6.13 Speed Calling

Enables a Customer to place calls to other telephone numbers by dialing a pre-programmed one or two-digit code rather than the complete telephone number. Speed Calling provides a 30-code capacity.

LOCAL EXCHANGE TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)**3.6 Additional Local Exchange Service Offerings (Cont'd.)****3.6.14 Call Park**

Allows a Call to be placed on hold by one station and retrieved by another station in the Customer Group.

3.6.15 Distinctive Ring

Assigns different ring tones for Calls from within the Customer Group and for those from outside.

3.6.16 Calling ID Delivery Block

Allows a station to block the display of their number and name on outgoing Calls on a per-call basis for a fee.

3.6.17 Anonymous Call Rejection

Allows a called party to block calls from parties that have marked their calls "private".

3.6.18 Automatic Busy Redial

Permits the Customer to redial automatically the last number dialed. If the called line is busy, a 30-minute queuing process begins. The customer is then given an indication that the network will attempt to set up the call when the called line is idle.

3.6.19 Automatic Call Return

Enables a Customer to automatically return the last incoming Call. To return the Call, the Customer dials a feature code and the number is dialed automatically. If the called line is busy, a 30-minute queuing process begins. The Customer is then given an indication that the network will attempt to set up the Call when the called line is idle.

LOCAL EXCHANGE TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)

3.6 Additional Local Exchange Service Offerings (Cont'd.)

3.6.20 Call Blocking/Toll Restriction

A. 900/976 Blocking

900/976 blocking permits a new or existing Customer, on a per-line basis, to block all Calls made from its Calling Station to a 900 or 976-type telephone number. This Call Blocking option prevents Calls to 900/976 information service providers by blocking the following dialing sequences: 1+900 and 1+976.

B. Long Distance Blocking

This Call Blocking option prevents 1+ long distance calls by station by blocking the following dialing sequences on a per-line basis: 1 + (NPA) + NXX + XXXX and 1 + NXX + XXXX.

C. Directory Services Blocking

This Call Blocking option prevents Calls to local Directory Services and casual dialed long distance providers by blocking the following dialing sequences on a per-line basis: 1+555-1212, 1+NPA+555-1212, and 411.

D. Operator Services Blocking

This Call Blocking option prevents Calls to local Operator Services by blocking the following dialing sequences on a per-line basis: 0+ and 0-.

E. International Blocking

This Call Blocking option blocks access to international calling services on a per-line basis.

F. 3rd Party and Collect Call Blocking

This Call Blocking option blocks access to inbound 3rd Party and Collect calls on a per-line basis.

LOCAL EXCHANGE TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)**3.6 Additional Local Exchange Service Offerings (Cont'd.)****3.6.21 Local Number Portability**

Local Number Portability is a service that enables the End User to retain use of the existing local exchange carriers number after choosing the Company as its local exchange carrier, provided that the Customer's location remains the same after the switch.

3.6.22 N11 Services

N11 Services provides Customers with the ability to receive special services through the Company by dialing a three-digit number.

A. Directory Services (411)

Directory Services allows a customer to obtain the listed telephone number for a given name and address by dialing 411. Rates for this service are specified in Section 4.2 of this tariff.

B. Repair Service (611)

Repair Services allows Customers to report troubles to the Company's customer service by dialing 611. There is no charge for this service.

C. Telecommunications Relay Services (711)

District of Columbia Telecommunications Relay Service ("TRS") enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone ("TT") or similar device to communicate freely with the hearing population not using TTs and visa versa. The Company will provide access to TRS through arrangements with other telecommunications carriers to enable Customers to access the TRS state provider to complete TRS Calls. Hearing callers who wish to reach people who are deaf, hard of hearing or speech disabled may dial 1-800-255-0135 and text telephone users may dial 1-800-255-0056. District of Columbia TRS users may dial 711 from inside the State of Minnesota to place relay calls. There is no charge for placing 711 calls.

LOCAL EXCHANGE TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)

3.6 Additional Local Exchange Service Offerings (Cont'd.)

3.6.22 N11 Services (Cont'd.)

C. Telecommunications Relay Services (711) (Cont'd.)

Access to 711 is not available to the following classes of service:

1. Hotel/Motel/Hospital Service (toll call only)
2. 1+
3. 0+, 0-, (Credit Card, Third-Party Billing, Collect Calls)
4. Inmate Service
5. 101XXXX
6. Cellular - Type 2A

In addition, operator assisted calls to the 711 will not be completed.

The TRS entity is responsible for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claims of liable and slander.

The TRS entity shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 711. If requested by the Company, the TRS entity shall assist the Company in responding to complaints made to the Company concerning the 711 dialing code. In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the TRS entity.

LOCAL EXCHANGE TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)

3.6 Additional Local Exchange Service Offerings (Cont'd.)

3.6.22 N11 Services (Cont'd.)

D. 911 and E911 Services

Emergency Services (Enhanced 911) allow Customers to reach appropriate emergency services, including: police, fire and hospital medical services. Enhanced 911 Service has the ability to selectively route an emergency Call to the primary 911 provider so that it reaches the correct emergency service located closest to the Caller. In addition, Enhanced 911 Service enables the Customer's address and telephone information to be displayed to the person handling the 911 Call. The Company will provide access to 911 and E911 services either directly or through arrangements with other telecommunications carriers.

3.6.23 Remote Call Forwarding (RCF) - RCF allows all calls dialed to a telephone number equipped for RCF service to be automatically forwarded to another dialable telephone number. This service enables a customer to list a local directory number that is forwarded to a different city or exchange. Each RCF service allows for the forwarding of one call at a given time. The RCF customer is responsible for any applicable usage rates/charges between the RCF number and the terminating number.

Conditions:

1. RCF service is not offered when the answering location for a forwarded call is a coin/coinless, Semi-public/public telephone service.
2. The Company cannot guarantee the grade of transmission on remotely forwarded calls. Normal grade end-to-end transmission is not guaranteed because transmission characteristics may vary depending on distance and routing required to complete the forwarded portion of the call.

LOCAL EXCHANGE TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)**3.6 Additional Local Exchange Service Offerings (Cont'd.)****3.6.23 Remote Call Forwarding (RCF) (Cont'd.)**

3. RCF service will only be provided when, in the judgment of the Company, the customer subscribes to sufficient RCF facilities at the terminating (answering) location to adequately handle calls without impairing, disrupting or deteriorating any services offered by the Company. In the event that the use of RCF service causes impairment, disruption or deterioration, the Company shall have the right to discontinue the RCF service.

3.6.24 Call Blocking**A. Caller Identification Blocking**

Allows the name and number of the calling party to be blocked from being transmitted when placing outbound calls.

B. Per Call Blocking

To activate per-call blocking, a Customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per call blocking, and it is provided on an unlimited basis.

C. Per Line Blocking

When blocking is established on the line, it can be deactivated by dialing a code before each call. This one call unblock allows the name and/or number to be sent for that one call only. Customers who choose per line blocking within 90 days of establishing service will not be charged a nonrecurring charge. After 90 days, customers requesting per line blocking will be charged a nonrecurring charge for each line equipped with per line blocking. Per line blocking will be provided free to law enforcement and domestic violence agencies and individual victims of domestic violence upon request. Per line blocking will not be provided to business customers unless they can demonstrate a need.

LOCAL EXCHANGE TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)

3.7 Miscellaneous Service Charges

3.7.1 Service Order and Change Charges

Service Order Charges apply for changes in service and for additions to service. Service Order Charges are in addition to all other applicable nonrecurring charges identified in this tariff.

3.7.2 Telephone Number Change

A Telephone Number Change is a change in the Customer's telephone number.

3.7.3 Bad Check Charge

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company will bill the Customer a returned check charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

3.7.4 Reconnection

Reconnection charges occur where service to an existing Customer has been discontinued for proper cause, and the Customer desires to resume service with the Company. Where a Customer desires reconnection, the Customer will be charged a fee to cover the cost to the Company of restoring service to the Customer.

3.7.5 [Reserved for Future Use]

LOCAL EXCHANGE TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)**3.7 Miscellaneous Service Charges (Cont'd.)****3.7.6 Maintenance Charges**

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

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities. The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service, therefore, vary by time per Customer request.

3.7.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual 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.

3.7.8 State Recovery Charge

The State Recovery Charge is applied to each line and:

- provides for delivery of high quality services, including connecting customers to the network, customer service and network monitoring, updating operational systems, and the construction of a facilities-based network,
- covers costs associated with ongoing regulatory and compliance obligations, participation in regulatory proceedings, handling customer complaints with regulatory agencies, and negotiations with other regulated carriers, and
- funds a contribution towards higher costs of interconnection with other carriers, due to the ongoing shift of network cost recovery from carrier-billed access services.

LOCAL EXCHANGE TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)

3.7 Miscellaneous Service Charges (Cont'd.)

3.7.9 Missed Appointment Charge

When the Company and the Customer have agreed to an installation date and time, and the Customer is not available at the premises to allow for installation of service at the appointed time, a Missed Appointment Charge will apply.

3.7.10 Access Recovery Fee

The Access Recovery Fee funds a contribution towards partially offsetting the company's higher costs to provide services, support its infrastructure, and recover costs associated with federally mandated charges. This charge is applied to each local or long-distance line.

LOCAL EXCHANGE TARIFF

SECTION 4 – RATES AND CHARGES**4.1 Local Exchange Service Offerings****4.1.1 Business Local Exchange Service**

Flat Rate Service:

Monthly recurring charge, per line:	\$ 45.00
Non-recurring charge, per line:	\$100.00

4.1.2 Business Trunk Line Service

Monthly recurring charge, per line:	\$ 60.00
Non-recurring charge, per line:	\$100.00
Hunting Service, per line:	\$ 15.00
Hunting Maintenance, per event	\$ 20.00

4.1.3 DID Installation

Per first ten (10) numbers:	\$915.00
Monthly recurring charge:	\$ 5.00
Per additional ten (10) numbers:	\$ 20.00
Monthly recurring charge:	\$ 5.00

4.1.4 DID Trunk Termination Installation

Non-recurring charge:	\$ 75.00
Monthly recurring charge:	\$ 10.00

LOCAL EXCHANGE TARIFF

SECTION 4 – RATES AND CHARGES

4.1 Local Exchange Service Offerings (Cont'd.)

4.1.5 Basic Line

(N)

A. Monthly Recurring Charges

	12 Month Term	24 Month Term	36 Month Term
Business	\$62.95	\$60.95	\$58.95

B. Long Distance Rates for Basic Line:

Rate Per Minute	Business
In Contract Minutes	\$0.069
No Contract Minutes	\$0.075

1. Long distance is only applicable to standard outbound domestic long distance only, originating from the Company customer to the 50 US States, and US territories (Puerto Rico, Guam, USVI, No. Marianas). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.
2. Toll Free service is available with this product. See "Toll Free Service" in Section 7.2 of this tariff.

(N)

LOCAL EXCHANGE TARIFF

SECTION 4 – RATES AND CHARGES

4.1 Local Exchange Service Offerings (Cont'd.)

4.1.6 Basic Plus

(N)

A. Monthly Recurring Charges

	12 Month Term	24 Month Term	36 Month Term
Business	\$62.95	\$60.95	\$58.95

B. Long Distance Rates for Lingo Basic Plus:

Per Minute Rate	Business
In Contract Minutes	\$0.069
No Contract Minutes	\$0.075

1. Long distance is only applicable to standard outbound domestic long distance only, originating from Company customer to the 50 US States, and US territories (Puerto Rico, Guam, USVI, No. Marianas). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.
2. Toll Free service is available with this product. See “Toll Free Service” in Section 7.2 of this tariff.

(N)

LOCAL EXCHANGE TARIFF

SECTION 4 – RATES AND CHARGES

4.1 Local Exchange Service Offerings (Cont’d.)

4.1.7 Value Line

A. Monthly Recurring Charges

	12 Month Term	24 Month Term	36 Month Term
Business	\$59.95	\$57.95	\$56.95

B. Long Distance Rates for Value Line:

Per Minute Rate	Business
In Contract Minutes	\$0.069
No Contract Minutes	\$0.075

- 1. Long distance is only applicable to standard outbound domestic long distance only, originating from Company customer to the 50 US States, and US territories (Puerto Rico, Guam, USVI, No. Marianas, American Samoa). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.
- 2. Toll Free service is available with this product. See “Toll Free Service” in Section 7.2 of this tariff.

(N)

(N)

LOCAL EXCHANGE TARIFF

SECTION 4 – RATES AND CHARGES

4.1 Local Exchange Service Offerings (Cont'd.)

4.1.8 Essentials

(N)

A. Monthly Recurring Charges

	12 Month Term	24 Month Term	36 Month Term
Business	\$63.95	\$61.95	\$60.95

B. Long Distance Calling Block for Essentials in excess of 200 minute block:

Per Minute Rate	Business
In Contract Minutes	\$0.069
No Contract Minutes	\$0.075

1. Long distance is only applicable to standard outbound domestic long distance only, originating from Company customer to the 48 contiguous US States, and does not apply to calls to HI, AK, or US territories (Puerto Rico, Guam, USVI, No. Marianas). Standard rates will apply for any overage beyond any inclusive block of minutes, and all calls made to AK, HI, and U.S. territories (Puerto Rico, Guam, USVI, and No. Marianas). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.
2. Toll Free service is available with this product. See “Toll Free Service” in Section 7.2 of this tariff.

(N)

LOCAL EXCHANGE TARIFF

SECTION 4 – RATES AND CHARGES

4.1 Local Exchange Service Offerings (Cont’d.)

4.1.9 ISDN Services

A. Basic Rate Interface Rates

1. Nonrecurring Charges

Flat Rate Access Business \$110.00

B. Monthly Recurring Charges

Flat Rate ISDN Loop Access Line
2B + D Channel on U interface Business \$ 68.00

(N)

|
|
|
|
|
|
|
|
|
|

(N)

LOCAL EXCHANGE TARIFF

SECTION 4 – RATES AND CHARGES

4.1 Local Exchange Service Offerings (Cont'd.)

4.1.10 Centrex Rates and Charges (1)

(N)

A. Centrex Analog Station Line

3 – 50 Lines each

Nonrecurring Charge \$45.00

Monthly Recurring Charge

Out-Metro \$30.10

In-Metro \$31.00

Centrex Local Exchange Access \$6.00

1. Miscellaneous Charges

Nonrecurring Charge

Centrex System Change Charge
Per station line change \$ 5.00

Conversion Charge, per each
Existing line converted from a
Company Access Line to Centrex
Service \$12.00

2. Centrex 21 Feature Pack

Nonrecurring Charge \$45.00

Monthly Recurring Charge \$17.00

(N)

(1) Effective July 9, 2004, these charges are not available to new subscribers

 LOCAL EXCHANGE TARIFF

SECTION 4 – RATES AND CHARGES (CONT'D.)

4.2 Additional Local Exchange Service Offerings

4.2.1 Directory Assistance

A. Directory Assistance Service

First three (3) Calls:	\$0.00
Per each additional Call:	\$1.00

B. Directory Assistance Call Completion Service

Per Call Completion:	\$0.85
----------------------	--------

C. Operator Services

Station-to-Station Collect, Per Call	\$0.50
Per minute:	\$0.25
Person-to-Person Collect, Per Call	\$0.50
Per minute:	\$0.25
Calling Card Service, Per Call	\$0.50
Operator-Dialed Surcharge	\$0.50
BLV, Per Call	\$2.00
Emergency Interrupt, Per Call	\$0.50

Requires BLV

4.2.2 Directory Listings

1st Listing:	no charge
Additional, Foreign and Cross Reference Listings: Per listing, per month:	\$6.00
Non-Listed Service, per number, per month:	\$2.15
Non-Published Service, per number, per month:	\$3.45

4.2.3 Directories

There is no charge for one (1) White Sheets Directory per Customer per year.

 LOCAL EXCHANGE TARIFF

SECTION 4 – RATES AND CHARGES (CONT'D.)

4.2 Additional Local Exchange Service Offerings (Cont'd.)

4.2.4 Caller ID Number

Monthly recurring charge:	\$ 7.00
Non-recurring charge:	\$10.00

4.2.5 Caller ID with Name and Number

Monthly recurring charge:	\$10.00
Non-recurring charge:	\$10.00

4.2.6 Call Forwarding-No Answer

Monthly recurring charge:	\$ 3.00
Non-recurring charge:	\$10.00

4.2.7 Call Forwarding-Busy

Monthly recurring charge:	\$ 3.00
Non-recurring charge:	\$10.00

4.2.8 Call Forwarding-Universal

Monthly recurring charge:	\$ 3.00
Non-recurring charge:	\$10.00

4.2.9 Call Waiting/Cancel Call Waiting

Monthly recurring charge:	\$ 3.50
Non-recurring charge:	\$10.00

4.2.10 Call Transfer

Monthly recurring charge:	\$ 3.75
Non-recurring charge:	\$10.00

 LOCAL EXCHANGE TARIFF

SECTION 4 – RATES AND CHARGES (CONT'D.)

4.2 Additional Local Exchange Service Offerings (Cont'd.)

4.2.11 Three-Way Calling

Monthly recurring charge:	\$ 3.75
Non-recurring charge:	\$10.00

4.2.12 Last Number Redial

Monthly recurring charge:	\$ 3.00
Non-recurring charge:	\$10.00

4.2.13 Speed Calling

Monthly recurring charge (30 code):	\$ 4.00
Non-recurring charge:	\$10.00

4.2.14 Call Park

Monthly recurring charge:	\$ 3.00
Non-recurring charge:	\$10.00

4.2.15 Distinctive Ring

Monthly recurring charge:	\$ 3.00
Non-recurring charge:	\$10.00

4.2.16 Calling Number Delivery Block

Monthly recurring charge:	no charge
---------------------------	-----------

LOCAL EXCHANGE TARIFF

SECTION 4 – RATES AND CHARGES (CONT'D.)

4.2 Additional Local Exchange Service Offerings (Cont'd.)

4.2.17 Anonymous Call Rejection

Monthly recurring charge:	\$ 3.00
Non-recurring charge:	\$10.00

4.2.18 Automatic Busy Redial

Monthly recurring charge:	\$ 3.00
Charge per use:	\$ 0.75
Non-recurring charge:	\$10.00

4.2.19 Automatic Call Return

Monthly recurring charge:	\$ 3.00
Charge per use:	\$ 0.75
Non-recurring charge:	\$10.00

 LOCAL EXCHANGE TARIFF

SECTION 4 – RATES AND CHARGES (CONT'D.)

4.2 Additional Local Exchange Service Offerings (Cont'd.)

4.2.20 Call Blocking/Toll Restriction

A.	900/976 Blocking	
	Monthly recurring charge:	No charge
B.	1+ Long Distance Blocking	
	Monthly recurring charge:	No charge
C.	Directory Service Blocking	
	Monthly recurring charge:	\$ 1.00
D.	Operator Service Blocking	
	Monthly recurring charge:	\$ 1.00
E.	International Call Blocking	
	Monthly recurring charge:	\$ 1.00
F.	3rd Party/Collect Call Blocking	
	Monthly recurring charge:	\$ 1.00

4.2.21 Local Number Portability

Where applicable, the Company will assess on End User Customers a monthly Local Number Portability ("LNP") fee or fees to recover the Company's costs of porting the Customer's number/s from its existing carrier to the Company.

Per month charges:	
Per line:	\$ 0.35
Per PBX trunk:	\$ 3.15

LOCAL EXCHANGE TARIFF

SECTION 4 – RATES AND CHARGES (CONT'D.)

4.2 Additional Local Exchange Service Offerings (Cont'd.)

4.2.22 Remote Call Forwarding

Per Line:

Monthly recurring charge: \$ 50.00

Non-recurring charge (if after installation): \$ 50.00

 LOCAL EXCHANGE TARIFF

SECTION 4 – RATES AND CHARGES (CONT'D.)

4.3 Miscellaneous Charges

4.3.1 Service Order Charges

Charge	Price
Feature Add or Change	\$10.00 per Order
Basic Service Change	\$10.00 per Order
Establishing or Re-arranging Hunting	\$10.00 per Order
Directory Listing Change	\$10.00 per Order
Invoice Change	\$60.00 per Order
Transfer of Service	\$60.00 per Order
Telephone Number Change	\$25.00 per Order
Line Signaling Change	\$25.00 per Order
Vanity Number Search	\$25.00 per Order
Establishing Dual Service	\$60.00 per Order
Expedite Service Charge (T1 Circuits)	\$595.00 per Order

4.3.2 Data Circuit Install Charge

12-Month Term Agreement = \$600
24-Month Term Agreement = \$300
36-Month Term Agreement = \$0

4.3.3 Bad Check Charge

Per returned check:	\$ 25.00
---------------------	----------

4.3.4 Reconnection

Per line:	\$100.00
-----------	----------

4.3.5 [Reserved for Future Use]

4.3.6 Maintenance Charges

Description	Non-Recurring Charges
Premise Work Charge	\$139
Initial Hour (time & materials)	\$165.00 (I)
Trouble Determination (per request)	\$110.00
Each Additional 30 minute increment	\$60.00
Each Additional Jack & Wiring (existing customer)	\$65.00

4.3.7 Non-routine Installation ICB

4.3.8 Missed Appointment Charge

Per occurrence	\$250.00
----------------	----------

4.3.9 State Recovery Charge \$ 6.00

Some material now found on this page was original found on Original Page 39

LOCAL EXCHANGE TARIFF

SECTION 4 – RATES AND CHARGES (CONT'D.)

4.3 Miscellaneous Charges (Cont'd.)

4.3.10 Access Recovery Fee

Charge (per local or long distance line)	\$ 0.50
--	---------

 LOCAL EXCHANGE TARIFF

SECTION 4 – RATES AND CHARGES (CONT'D.)

4.3 Miscellaneous Charges (Cont'd.)

4.3.11 Payphone Service Provider (PSP) Services

A. Rules and Regulations

1. Service for Payphone Service Provider (“PSP”) Telephones is an exchange line service provided at the request of the subscriber for telecommunications use.
2. Service is provided for use with PSP telephones.
3. The carriage and completion of all local dialed calls including operator service functions are provided by the Company.
4. Service is provided subject to the condition that telephone messages (local and long distance) placed from stations that are accessible to the public are completed over PSP lines (or other Public or Semipublic lines). Where service is furnished, any type or grade of residence or business service offered regularly at that location may be furnished in addition, provided such residence or business service is confined to locations solely for use by the particular establishment.
5. Service may not be attached to other types of access lines. A subscriber must order a separate PSP Access line for each PSP telephone installed and will be billed the tariff rate for each line.
6. Service may only be provided as Two-Way service, except lines placed in correctional institutions, schools, hospitals and other locations for which a specific exemption has been granted by the Public Service Commission. There will be no charge imposed for incoming calls.
7. For customers subscribing to Caller ID - Deluxe, if the incoming call originates from a customer provided public telephone, the name information transmitted will always be "Pay Phone".
8. The PSP shall be responsible for the installation, operation and maintenance of any PSP instruments used in connection with this service.
9. The PSP shall be responsible for payment of a nonrecurring charge as specified in this tariff for each visit by the Company or its agent to the customer's premises solely to determine that the service difficulty or trouble report results from the use of equipment or facilities provided by the customer.

(N)

(N)

LOCAL EXCHANGE TARIFF

SECTION 4 – RATES AND CHARGES (CONT'D.)

4.3 Miscellaneous Charges (Cont'd.)

4.3.11 Payphone Service Provider (PSP) Services (Cont'd.)

A. Rules and Regulations (Cont'd.)

10. PSP telephones must be connected to the telephone network in compliance with Part 68 of the FCC Rules and Regulations as well as regulatory requirements of the New York Public Service Commission. The telephones must have the following operational characteristics:

- (a.) Must be lighted during the hours of darkness when light from other sources is not adequate to read instructions and use the payphone.
- (b.) Must be able to access 911 Emergency Service, where available, at no charge to the calling party. Where 911 is not available, must be able to access the "Operator", at no charge to the calling party. The appropriate emergency number (Operator, 911) must be clearly posted at each PSP location.
- (c.) Must be equipped to return the coins to the caller in the case of an incomplete call, except messages to a Feature Group A access number.
- (d.) Must provide free access to dial-tone and toll free numbers (e.g., 800, 877, and 888).
- (e.) Must complete calls to local and long distance directory assistance.
- (f.) Must provide free access to the responsible party for repairs or refunds. The Company is not responsible for refunds of coins deposited in customer-provided coin-operated public telephones.

(N)

(N)

LOCAL EXCHANGE TARIFF

SECTION 4 – RATES AND CHARGES (CONT'D.)

4.3 Miscellaneous Charges (Cont'd.)

4.3.11 Payphone Service Provider (PSP) Services (Cont'd.)

A. Rules and Regulations (Cont'd.)

10. (Cont'd.)

(g.) Must be equipped with a legible sign, card, or plate of reasonable permanence that shall identify the following:

I. The telephone number and location address of the payphone station, name and certificate number of the certificate holder, the party responsible for repairs and refunds, address of responsible party, free phone number of responsible party, clear dialing instructions (including notice of the lack of availability of local or toll services) and the local coin rate.

II. For those payphone stations that will terminate conversation after a minimum elapse of time, notice shall be included on the sign card as well as an audible announcement 30 seconds prior to termination of the phone call.

(h.) Each payphone station that provides access to any interexchange company must provide coin free access to all locally available interexchange companies (except for Feature Group A access). The payphone station shall provide such access through the forms of access purchased by locally available long distance carries such as 10XXX+0, 10XXXX+0, 101XXXX+0, toll free (e.g., 800, 877, and 888) access.

(i.) May have a maximum of one non-dialable extension per station access line. This extension must be within the same premises as the main station and may be a maximum of 35 feet from the main station or have a privacy feature to disable the extension when the main station is in use.

(j.) No sales solicitation shall be allowed during the interval between the last digit dialed by the end user and connection with the interexchange carrier.

(N)

(N)

LOCAL EXCHANGE TARIFF

SECTION 4 – RATES AND CHARGES (CONT'D.)

4.3 Miscellaneous Charges (Cont'd.)

4.3.11 Payphone Service Provider (PSP) Services (Cont'd.)

A. Rules and Regulations (Cont'd.)

10. (Cont'd.)

(k.) All 0- calls shall be routed to a telecommunications company that is authorized by the Commission to handle 0- calls. All other calls, including operator service calls, may be routed to the PSP's carrier of choice, unless the end user dials the appropriate access code for their carrier of choice, i.e., 950, 10XXX, 10XXXX, 101XXXX, and toll free access (e.g., 800, 877, and 888).

11. Each payphone station:

A. Must allow incoming calls to be received at all times, with the exception of those locations at hospitals, schools and locations specifically exempted by the Commission. There shall be no charge for receiving incoming calls.

B. A PSP may petition the Commission for an exception from the incoming call requirement for a period that shall not exceed two years from the effective date of the Order granting the exemption. Where incoming calls are not received, central office based intercept shall be provided at no charge to the end user and a written notice shall be prominently displayed on the payphone directly above or below the telephone which states: "Incoming calls blocked at request of law enforcement."

C. Must be connected to an individual access line.

D. Must permit outgoing calls to be placed at all times. Each pay telephone service company shall make all reasonable efforts to minimize the extent and duration of interruptions of service. Service repair programs should have as their objective the restoration of service on the same day that the interruption is reported to the company (Sundays and holidays excluded).

(N)

(N)

LOCAL EXCHANGE TARIFF

SECTION 4 – RATES AND CHARGES (CONT'D.)

4.3 Miscellaneous Charges (Cont'd.)

4.3.11 Payphone Service Provider (PSP) Services (Cont'd.)

A. Rules and Regulations (Cont'd.)

12. Telephone Directories (current white page directory for the local calling area and a reasonably current yellow page directory that is appropriate for the calling area of the payphone station) shall be maintained at each payphone station.

A. Where there is a single payphone station, a directory shall be maintained at each station.

B. Where there are two or more payphone stations located in a group, a directory for the entire local calling area shall be maintained at every other station. However, where telephone pay stations are fully enclosed, a directory shall be maintained at each payphone station.

C. Payphone stations that provide local directory assistance at no charge are exempt from the provision of this rule. A notice must appear on the placard if local directory assistance at no charge is being provided.

13. Normal maintenance and coin collection activity shall include a review of the cleanliness of each payphone station.

14. Each payphone station must comply with rules of the American National Standards Institute, Inc, relative to physical handicap accessibility.

15. Each pay telephone station shall permit end users to input unlimited digits for the duration of the call.

(N)

(N)

LOCAL EXCHANGE TARIFF

SECTION 4 – RATES AND CHARGES (CONT'D.)

4.3 Miscellaneous Charges (Cont'd.)

4.3.11 Payphone Service Provider (PSP) Services (Cont'd.)

A. Rules and Regulations (Cont'd.)

16. Toll Fraud Liability

(a.) A company providing interexchange telecommunications services or local exchange telecommunications services shall not collect from a PSP for:

- I. Charges billed to a line for calls which originates from that line through the use of access codes such as 10XXX, 10XXXX, 101XXXX, 950, and toll free (e.g. 800, 877, 888) access codes, or when the call originating from that line otherwise reached an operator position, if the originating line is subscribed to outgoing call screening and the call was placed after the effective date (the date after the call screening order was placed and associated charges apply) of the outgoing screening order;
- II. Charges for collect or third number billed calls, if the line to which the call was billed was subscribed to incoming call screening and the call was placed after the effective date of the incoming call screening order. Any call billed through the provider of local exchange telecommunications services or directly by an interexchange company, or through a billing agent, which have been identified as not collectible as described above, must be removed from any PSP's bill after the PSP gives notice of the fraudulent charges to the billing party. Pay telephone providers shall give such notice to the provider of local exchange telecommunications services and the interexchange company in writing no later than the due date of the bill.

(N)

(N)

LOCAL EXCHANGE TARIFF

SECTION 4 – RATES AND CHARGES (CONT'D.)

4.3 Miscellaneous Charges (Cont'd.)

4.3.11 Payphone Service Provider (PSP) Services (Cont'd.)

A. Rules and Regulations (Cont'd.)

16. Toll Fraud Liability (Cont'd.)

(a.) (Cont'd)

III. The provider of local exchange telecommunications services is responsible for charges described in a. above that are associated with the failure of the provider of local exchange telecommunications services' screening services.

IV. The interexchange company is responsible for charges described in 4.3.11.A.16.(a).I above that are associated with the failure to properly validate calls via the appropriate provider of local exchange telecommunications services' database.

V. Any charges accrued to a line when the subscriber has subscribed to the provider of local exchange telecommunications services to screen calls described in 4.3.11.A.16.(a).I above shall not be the basis for discontinuance of local and intrastate service.

(N)

(N)

LOCAL EXCHANGE TARIFF

SECTION 4 – RATES AND CHARGES (CONT'D.)

4.3 Miscellaneous Charges (Cont'd.)

4.3.11 Payphone Service Provider (PSP) Services (Cont'd.)

(N)

A. Rules and Regulations (Cont'd.)

- 17. Providers serving confinement facilities shall provide for completion of all inmate calls allowed by the confinement facility.
- 18. Pay telephones stations located in confinement facilities shall be exempt from the preceding requirements except that outgoing local and long distance calls may not be terminated until after a minimum elapsed time of ten minutes. Audible and written disconnect notifications shall apply, and one access line shall not be connected to more than three pay telephone stations.
- 19. Proof of all necessary certifications must be furnished to the Company by the subscriber prior to service being furnished.
- 20. The subscriber is responsible for meeting all federal, state and local statutes with respect to provision of PSP telephones in accordance with all hearing impaired and handicapped person requirements.

(N)

LOCAL EXCHANGE TARIFF

SECTION 4 – RATES AND CHARGES (CONT'D.)

4.3 Miscellaneous Charges (Cont'd.)

4.3.11 Payphone Service Provider (PSP) Services (Cont'd.)

(N)

A. Rules and Regulations (Cont'd.)

21. Violations of Regulations

- (a.) Where any PSP telephone is used and/or connected in violation of this tariff, the Company will promptly notify the customer of the violation.
- (b.) Violations of the tariff, Commission rules pertaining to public telephone service or certification requirements will subject subscribers of service to suspension and/or termination of service consistent with Section 2.6.1 of this tariff.

22. Service Features

Zone Sensitive Rate for PSP

Central Office Blocking with Operator Screening for Flat Rate Service. Subscribers to this service are required to take one of the following options where facilities are available to provide such service.

(a.) Two-Way Service:

- I. Provides central office blocking of 011+ calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line.
- II. Provides central office blocking of 7 digit local, 1+DDD, 1+ 900 and 011+ calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line.
- III. Provides central office blocking of 1+DDD, 1+900 and 011+ calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line.

(N)

LOCAL EXCHANGE TARIFF

SECTION 4 – RATES AND CHARGES (CONT'D.)

4.3 Miscellaneous Charges (Cont'd.)

4.3.11 Payphone Service Provider (PSP) Services (Cont'd.)

A. Rules and Regulations (Cont'd.)

23. Payphone services are equipped with:

- Payphone Line
- Free Non-Published Listing
- Free 900/976 Block
- Free International Direct Dial Block
- Unlimited Local Intra-LATA Long Distance

24. Rates

The monthly recurring charge for this service is \$54.30

(N)

(N)

LOCAL EXCHANGE TARIFF

SECTION 5 – PROMOTIONAL OFFERINGS

5.1 Promotions

From time to time, the Company, in compliance with all Commission regulations, may offer services or waive or vary service rates for promotional, market research or other similar business purposes.

LOCAL EXCHANGE TARIFF

SECTION 6 – MISCELLANEOUS SERVICES AND RATES**6.1 Telephone Assistance Plan (TAP)****6.1.1 General**

TAP is a state sponsored assistance program under Minnesota Statutes Chapter 237 and is designed to make telephone service accessible to qualifying low-income residential households. Through this program, eligible households will receive a monthly discount on their telephone service.

6.1.2 Eligibility Requirements

To be eligible for assistance, an applicant must meet the following requirements:

- A. This discount applies on a single line at the principal place of residence for the applicant.
- B. Applicant signs document certifying under penalty of perjury that the consumer has income at or below 135 percent of the Federal Poverty Guidelines or receives benefits from at least one of the following programs:

Medicaid/Medical Assistance

- Supplemental Nutrition Assistance Program (SNAP)
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance

Veterans Pension or Survivors Pension Benefit

Individuals who do not qualify under any of the above but live on a federally recognized reservation may qualify if the applicant signs a document certifying under penalty of perjury that the applicant receives benefits from at least one of the following programs:

- Bureau of Indian Affairs General Assistance
- Tribally Administered Temporary Assistance for Needy Families
- Tribally Administered Head Start (only for those meeting its income qualifying standard)
- Food Distribution Program on Indian Reservation(FDPIR)

 LOCAL EXCHANGE TARIFF

SECTION 6 – MISCELLANEOUS SERVICES AND RATES (CONT'D.)

6.1 Telephone Assistance Plan (TAP) (Cont'd.)

6.1.2 Eligibility Requirements (Cont'd.)

- C. Applicant agrees to notify the carrier if that consumer ceases to participate in any of the above listed federal assistance programs.

6.1.3 Eligibility Revocation

If the Telephone Company discovers that conditions exist that disqualify the recipient of TAP, the support will be discontinued. The customer will be billed retroactively to whichever is the most recent of the dates TAP assistance commenced or the recipient no longer qualified for the service not to exceed 12 months.

6.1.4 Rates

The surcharge rate is the effective rate ordered by the Minnesota Public Utilities Commission. The Company is responsible for billing and collecting the surcharge and then remitting the surcharge to the appropriate government agency.

	<u>Monthly Rate</u>
Credit Amounts	
State TAP Credit (TAPCS)	\$1.75

LOCAL EXCHANGE TARIFF

SECTION 6 – MISCELLANEOUS SERVICES AND RATES (CONT'D.)**6.2 Telecommunications Access Minnesota (TAM)****6.2.1 Definition**

Telecommunications Access Minnesota (TAM) provides for a surcharge to establish and administer a program to distribute communication devices to eligible communication-impaired persons and to create and maintain a message relay service.

6.2.2 Eligibility for Communications Devices

To be eligible to obtain a communication device, a person must be:

- A. At least five years of age.
- B. Communication Impaired.
- C. A resident of the state.
- D. A resident in a household that has a median income at or below the applicable median household income in the state except a deaf and blind person applying for a telebraille unit may reside in a household that has a median income no more than 150 percent of the applicable median household income in the state.
- E. A resident in a household that has telephone service or that has made application for service and has been assigned a telephone number.

6.2.3 Eligibility for Wiring Installation

If a communication-impaired person does not have telephone service and is subject to economic hardship as determined by the TAM board, the telephone company providing local service shall at the direction of the administrator of the program install necessary outside wiring without charge.

LOCAL EXCHANGE TARIFF

SECTION 6 – MISCELLANEOUS SERVICES AND RATES (CONT'D.)

6.2 Telecommunications Access Minnesota (TAM) (Cont'd.)

6.2.4 Regulations

Service charges shall not apply to eligible persons to establish this program on existing service.

6.2.5 Funding

This program shall be funded through a surcharge on residence and business access lines which pay the 911 surcharge, pursuant to Minn. Rules, part 7817.0300.

6.2.6 Rates

The surcharge rate is the effective rate ordered by the Minnesota Public Utilities Commission. The Company is responsible for billing and collecting the surcharge and then remitting the surcharge to the appropriate government agency.

 LOCAL EXCHANGE TARIFF

SECTION 7 – TOLL SERVICES

7.1 Toll Service

Provides facilities to complete interLATA, intrastate or intraLATA, interexchange calls between two points. Customer makes call by dialing directly or with operator assistance. Direct Dialing includes 1 + Area Code (where necessary) + telephone number, or, in some cases for IntraLATA, users must access the Company's network by dialing 1010678 then 1 + Area Code + Number. For operator assistance a customer dials O only, O + telephone number or O + NPA + telephone number for IntraLATA calls.

No monthly recurring charges or minimum monthly billing requirements for outbound long distance calls will apply for those customers using the Company for both local and long distance service. A minimum monthly billing requirement of \$4.95/account per month will apply for customers using the Company for long distance service only.

Monthly Recurring Charge for Long Distance Only Customers: \$1.95

	Per Minute	Minimum Increment	Billing Increment
With Local Service	<Based on Product>	30 seconds	6 seconds
Without Local Service	\$0.099	30 seconds	6 seconds

7.2 Toll Free Service

Toll Free Service provides for facilities for the Customer(s) to receive interLATA and intraLATA calls. The Customer will be assigned unique Toll Free number(s) that, when dialed, will be routed via the Company's network and terminate at Customer's designated local access line(s).

Monthly Recurring Charge per Number: \$5.00

8XX usage will be billed separately.

	Per Minute	Minimum Increment	Billing Increment
With Local Service	\$0.069	30 seconds	6 seconds
Without Local Service	\$0.089	30 seconds	6 seconds