
LOCAL EXCHANGE SERVICE

TITLE PAGE

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE TELEPHONE SERVICES
WITHIN THE STATE OF DELAWARE**

BY

NATIONSLINE DELAWARE, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of local exchange telecommunications services provided by NationsLine Delaware, Inc. within the State of Delaware. This tariff is on file with the Delaware Public Service Commission and copies may be inspected on the Company's website www.nationsline.com or copies can be ordered free of charge to consumers by calling the Company's toll free telephone number 1-866-262-4114.

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CHECK SHEET

All tariff sheets are effective as of the date shown at the bottom of the respective sheet(s). Original and 1st Revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	1 st Revised	26	Original
2	2 nd Revised*	27	Original
3	Original	28	Original
4	Original	29	Original
5	Original	30	Original
6	Original	31	Original
7	Original	32	Original
8	Original	33	Original
9	Original	34	Original
10	Original	35	Original
11	Original	36	Original
12	Original	37	1 st Revised*
13	Original	38	1 st Revised*
14	Original	38.1	Original*
15	1 st Revised*	39	Original
16	Original	40	Original
17	Original	41	Original
18	Original	42	Original
19	Original	43	Original
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LOCAL EXCHANGE SERVICE

TABLE OF CONTENTS

Title Sheet.....1

Check Sheet.....2

Table of Contents.....3

Symbols.....4

Section 1 – Definitions and Abbreviations.....5

Section 2 – Regulations.....8

Section 3 – Description of Services Offered.....35

Section 4 – Rate Schedules.....37

Section 5 – Special Arrangements.....42

Section 6 – Business Service 43

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LOCAL EXCHANGE SERVICE

SYMBOLS

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

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

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LOCAL EXCHANGE SERVICE

SECTION 1 -DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Access Service - An arrangement that connects a customer's service to the Company's terminal location (Point of Presence).

Advance Payment/ Prepayment - Payment of all or part of a charge required before the start of service.

Authorized User - A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

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

Bandwidth - The difference, expressed in Hertz, between the highest and lowest frequencies of a band constituting a channel or circuit.

Baud - A unit of signaling speed. The speed in bauds is the number of signaling elements per second.

Bit - A unit of information content. A bit is the smallest unit of information in a binary system of notation.

Bit Rate - The speed at which bits are transmitted, expressed in bits per second.

Business Service - A switched network service that provides for dial Station Communications that is described as a business or commercial rate.

Channel or Circuit - A transmission path or paths between two or more points having a bandwidth or transmission speed suitable to render service to customer(s).

Company or Carrier - NationsLine Delaware, Inc. D/B/A CCI, which is the issuer of this tariff.

Commission - The Delaware Public Service Commission

Company Calling Card - A telephone calling card issued by the Company at the customer's request, which enables the customer or user(s) authorized by the customer to place calls over the network and to have the charges for such calls billed to the customer's account.

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

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LOCAL EXCHANGE SERVICE

SECTION 1 – DEFINITIONS (CONT)

Customer - The person, firm, corporation or other entity that orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

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

End User - Any person, firm, corporation, partnership or other entity that uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another customer.

Holidays -The Company's holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Individual Case Basis - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Joint User - A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

LATA - A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No.32-0192 for the provision and administration of communications services.

Local Calling - A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.

Local Exchange Carrier - A Company that furnishes exchange telephone service.

Mbps - Megabits, or millions of Bits, per second.

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

Non-Recurring Charges - The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Premises - All space in the same building occupied by a customer and all space occupied by the same customer in different buildings on continuous property.

Presubscription – 2- An arrangement whereby a Customer may select and designate to the Company (PIC-2) and Interexchange Carrier it wishes to access, without an access code, for completing intraLATA toll calls. The selected Interexchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC-2)

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Public Safety Agency - The State or any city, county, municipal corporation, public district, public authority, or functional division, located in whole or in part within the Commonwealth, which provides or has the authority to provide fire fighting, law enforcement, ambulances, medical or emergency services.

Public Safety Answering Point (PSAP) - A location operated and maintained by a Public Safety Agency at which requests for fire fighting, law enforcement, ambulance, medical or other emergency services are answered.

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

Residential Service - Residential Service is that service furnished to private homes or apartments, including all parts of the subscriber's domestic establishment, for domestic use and not for substantial occupation use; in the study of a clergyman located in a church, in college fraternity or sorority houses, college dormitories, convents and monasteries for domestic rather than occupational use in residential quarters.

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

Service Order - The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Services - The Company's telecommunications services offered on the Company's network.

Special Construction - Service configurations specifically designed and constructed at a customer's request.

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

Subscriber - The person, firm, customer, corporation or other entity that arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others under the provisions and terms of this tariff.

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

User: A Customer or any other person authorized by the Customer to use service provided under this tariff

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SECTION 2 - REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish local exchange communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Delaware.

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

2.1.2 Shortage of Equipment or Facilities

The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

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LOCAL EXCHANGE SERVICE

SECTION 2 – REGULATIONS (CONT)**2.1.2 Terms and conditions**

Except as otherwise provided herein, the minimum period of service is one month (30 days). All payments for service are due in advance on the date specified by the Company. Service may be discontinued if a Customer's account remains unpaid after the close of business on the last day to pay as printed on the most recent shut-off notice or by giving five days prior written notice that service will be discontinued. All calculations of dates set forth in this tariff shall be based on calendar days. Customers may be required to enter into written service orders that shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers may also be required to execute other documents as may be reasonably requested by the Company. At the expiration of the initial term in each service order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon written notice. Any termination shall not relieve the customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination.

This tariff shall be interpreted and governed by the laws of the State of Delaware without regard for its choice of laws provisions.

The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

The Customer agrees to operate any Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment.

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LOCAL EXCHANGE SERVICE

SECTION 2 – REGULATIONS (CONT)**2.1.3 Liability of the Company**

- (A) The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6, below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- (B) The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to another claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6 the Company's liability, if any, shall be limited as provided herein.
- (c) The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (CONT)**2.1 Undertaking of the Company (continued)****2.1.3 Liability of the Company (continued)**

- (C) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- (D) The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or b) for the act or omissions of other common carriers.
- (E) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- (F) The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations

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LOCAL EXCHANGE SERVICE

SECTION 2 – REGULATIONS (CONT)**2.1 Undertaking of the Company (continued)****2.1.3 Liability of the Company (continued)**

- (G) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- (H) The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or b) for the act or omissions of other common carriers.
- (I) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- (J) The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- (K) The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

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LOCAL EXCHANGE SERVICE

SECTION 2 – REGULATIONS (CONT)

- (L) Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others. All other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- (M) The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- (N) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- (O) The Company shall not be liable for any act or omission of any other Company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided Systems, equipment, facilities or services which are interconnected with Company services.

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LOCAL EXCHANGE SERVICE

SECTION 2 – REGULATIONS (CONT)

With respect to Emergency Telephone Number Service (911, E911):

- a) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- b) Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the use of 911 Service. Under the terms of this tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold the Company harmless from any and all losses or claims whatsoever, whether suffered, made instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold the Company harmless for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its users, agencies or municipalities, or the employees or agents of a one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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LOCAL EXCHANGE SERVICE

SECTION 2 – REGULATIONS (CONT)

2.1.5 Provision of Equipment and Facilities

2.1.5.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.1.5.2 All service along the facilities between the point identified as the origination point and the point identified as the Company’s termination point will be furnished by the Company, its agents or contractors. The Company shall use reasonable efforts to maintain only facilities and/or equipment that it furnishes to the Customer. The customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

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2.1.5.3 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided by the Company.

2.1.5.4 Equipment that the Company provides or installs at the customer premises for use in connection with the services offered by the Company shall not be used for any purpose other than that for which the Company provided it.

2.1.5.5 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

- (a) The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (b) The reception of signals by Customer provided equipment; or
- (c) Network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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LOCAL EXCHANGE SERVICE

SECTION 2 – REGULATIONS (CONT)**2.1.6 Universal Emergency Telephone Number Service (911,E911)**

- 2.1.6.1 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- 2.1.6.2 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information only after a 911 call has been received, on a call-by-call basis, only for the purpose of responding to an emergency call in progress.
- 2.1.6.3 The 911 calling party, by dialing 911, waives the privacy afforded by nonlisted and nonpublished service to the extent that the telephone number, name and address associated with the originating station location are furnished to the Public Safety Answering Point.
- 2.1.6.4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

2.1.7 Non-routine Installation

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

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LOCAL EXCHANGE SERVICE

SECTION 2 – REGULATIONS (CONT)**2.2 Prohibited Uses**

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4 A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a customer to transfer its existing service to another entity if the existing customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

2.3 Obligations of the Customer

- 2.3.1 The Customer shall be responsible for:
- (a) The payment of all applicable charges pursuant to this tariff;
 - (b) Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company.
 - (c) Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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LOCAL EXCHANGE SERVICE

SECTION 2 – REGULATIONS (CONT)

- (d) Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (e) Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (f) Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (g) Not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (h) Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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NationsLine Delaware, Inc.
3435 Chip Drive, NE
Roanoke, VA 24012

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)**2.3.2 Indemnification of the Company by Customer(s)**

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) Any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (b) Any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.4 Customer Equipment and Channels**2.4.1 General**

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

2.4.2 Station Equipment

2.4.2.1 The user is responsible for providing and maintaining any terminal equipment on the user's premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the user. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations.

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NationsLine Delaware, Inc.
3435 Chip Drive, NE
Roanoke, VA 24012

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications services and the channels, facilities, or equipment of others may be provided at the Customer's expense.

2.4.3.2 Communications services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers, which are applicable to such connections.

2.4.3.3 Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations.

2.4.3.4 Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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NationsLine Delaware, Inc.
3435 Chip Drive, NE
Roanoke, VA 24012

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)**2.4.4 Inspections**

2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

2.5 Payment Arrangements

The following provisions shall apply to both business and residential service. To the extent that these provisions do not conflict with the Commission's Rules in which event, the Commission's Rules will govern.

2.5.1 Payment for Service

2.5.1.1 The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer and to all users authorized by the customer, regardless of whether those services are used by the customer itself or are resold to or shared with other persons. Objections must be received by the Company within 90 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

Issued: February 23, 2005**Effective:** March 16, 2005

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NationsLine Delaware, Inc.
3435 Chip Drive, NE
Roanoke, VA 24012

LOCAL EXCHANGE SERVICE

SECTION 2 – REGULATIONS (CONT)

2.5.1.2 The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated), excluding taxes on the Company's net income, imposed on or based upon the provision of Service hereunder. Such taxes, charges or surcharges will be listed as separate line items on the bill. Any taxes imposed by a local jurisdiction (e.g., County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions.

2.5.1.3 If an entity other than the Company (e.g. another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's non-recurring charge is specified, those charges will be passed on to the customer. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

2.5.2.1 All non-recurring charges are due and payable from the customer within 30 days after the invoice date, unless otherwise agreed to in advance.

2.5.2.2 The Company shall present bills for Recurring Charges and/or usage charges monthly to the Customer. Charges will be billed monthly for the preceding billing period, and shall be due and payable within 20 days after the invoice date. Payment for services is due in advance of services being provided, and shall be due upon the first day of service (upon service activation) and monthly thereafter according to the established billing cycle.

2.5.2.3 Except for service paid in advance, when service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days. Services are only available on a month-to-month basis, and there is no pro-rata refund if services are disconnected by the customer prior to the end of the month for which payment has already been received for services.

Issued: February 23, 2005**Effective:** March 16, 2005

Issued by: Debra A. Waller, Paralegal
NationsLine Delaware, Inc.
3435 Chip Drive, NE
Roanoke, VA 24012

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

- 2.5.2.4 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that service, circuit, arrangement or component is discontinued.
- 2.5.2.5 If the Company does not receive any portion of the payment, or if any portion of the payment is received by the Company in funds that are not immediately available, within 20 days of the mail date on the bill, then a late payment penalty shall be due to the Company. The late payment penalty shall be that portion of the payment not received by the due date minus any charges billed as local taxes multiplied by 1.5 percent.
- 2.5.2.6 The Customer will be assessed a charge of twenty dollars (\$20.00) for each check submitted to the Company that is dishonored by the issuing institution.
- 2.5.2.7 If service is disconnected by the Company in accordance with section 2.5.6, and later restored, restoration of service will be subject to all applicable installation charges.

2.5.3 Disputed Bills

- 2.5.3.1 All bills are presumed accurate, and shall be binding upon the customer, unless notice of the disputed charge is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific terms on the bill being disputed.

Issued: February 23, 2005**Effective:** March 16, 2005

Issued by: Debra A. Waller, Paralegal
NationsLine Delaware, Inc.
3435 Chip Drive, NE
Roanoke, VA 24012

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)**2.5.3.2 Late Payment Charge**

- (a) The undisputed portions of a bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount.
- (b) In the event that a billing dispute is resolved by the Company in favor of the customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
- (c) In the event that a billing dispute is resolved in favor of the Company, the customer shall pay the late payment charge.

2.5.3.3 Adjustments or Refunds to the Customer

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

Issued: February 23, 2005**Effective:** March 16, 2005

Issued by: Debra A. Waller, Paralegal
NationsLine Delaware, Inc.
3435 Chip Drive, NE
Roanoke, VA 24012

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)**2.5.3.4 Unresolved Billing Disputes**

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

- (a) First, the customer may request and the Company will provide an in-depth review of the disputed amount by making an oral or written request to the address below:

NationsLine Delaware, Inc.
Attn: Customer Service
3435 Chip Drive, NE
Roanoke, Virginia 24012
or 1-888-477-1224 (toll free)

- (b) Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the customer may file an appropriate complaint with the Delaware Public Service Commission.

2.5.4 Advance Payments

The Company collects the initial payment in advance of the service installation. That payment is credited to the first bill. After that, the Company bills and disconnects according to Commission rules and regulations.

2.5.5 Deposits

No deposit is required by the Company.

Issued: February 23, 2005**Effective:** March 16, 2005

Issued by: Debra A. Waller, Paralegal
NationsLine Delaware, Inc.
3435 Chip Drive, NE
Roanoke, VA 24012

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)**2.5 Payment Arrangements****2.5.6 Discontinuance of Service**

- 2.5.6.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten (10) day's prior notice, excluding Sundays and holidays, to the customer, discontinue or suspend service without incurring any liability
- 2.5.6.2 Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving ten (10) days' prior written notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.5.6.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by 10 days' prior written notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.5.6.4 The Company may discontinue or suspend service of the customer with less than five (5) days prior written notice in cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered by a security deposit.
- 2.5.6.5 Upon any governmental prohibition or required alteration of the services to be provided, or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.
- 2.5.6.6 The Company may, without notice, suspend or discontinue service in the event of hazardous or illegal use of the Company's network. The customer will be liable for all related costs as set forth in Section 2.9. The customer will also be responsible for payment of any reconnection charges.
- 2.5.6.7 By reason of any order or decision of a court, the Commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

Issued: February 23, 2005**Effective:** March 16, 2005

Issued by: Debra A. Waller, Paralegal
NationsLine Delaware, Inc.
3435 Chip Drive, NE
Roanoke, VA 24012

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)**2.5 Payment Arrangements (cont)****2.5.7 Cancellation of Application for Service**

- 2.5.7.1 When the Company permits a customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed, except for those specified below.
- 2.5.7.2 Where, prior to cancellation by the customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges otherwise levied against the Company that would have been chargeable to the customer had service commenced (all discounted to present value at 6%).
- 2.5.7.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- 2.5.7.4 The special charges set forth above will be calculated and applied on a case-by-case basis.

Issued: February 23, 2005**Effective:** March 16, 2005

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NationsLine Delaware, Inc.
3435 Chip Drive, NE
Roanoke, VA 24012

LOCAL EXCHANGE SERVICE

SECTION 2 – REGULATIONS (CONT)**2.5.8 Changes in Service Requested**

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

2.6 Allowances for Interruptions in Service**2.6.1 General**

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's applicable rate schedules. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted. Credit for interruptions in the service customers will be made according to the provisions of Section 2.6.4.

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
- (b) Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (c) Interruptions due to the failure or malfunction of non-Company equipment;

Issued: February 23, 2005**Effective:** March 16, 2005

Issued by: Debra A. Waller, Paralegal
NationsLine Delaware, Inc.
3435 Chip Drive, NE
Roanoke, VA 24012

LOCAL EXCHANGE SERVICE

SECTION 2 – REGULATIONS (CONT)**2.6 Allowances for Interruptions in Service (cont)****2.6.2 Limitations on Allowance (cont)**

- (d) Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) Interruption of service due to circumstances or causes beyond the control of the Company.
- (h) Interruption of service that occurs or continues due to the customer's failure to authorize replacement of any element of special construction; and
- (i) Interruption of service that was not reported to the Company within thirty- (30)-days of the date that service was affected.

2.6.3 Use of Alternative Service: Should the Customer elect to use an alternative means of communications during the period that a service is interrupted, the Customer must pay the tariff rates and charges for the alternative service used.

2.6.4 Application of Credits for Interruptions in Service

2.6.4.1 Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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

2.6.4.3 A credit allowance will be given for interruptions of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

Issued: February 23, 2005**Effective:** March 16, 2005

Issued by: Debra A. Waller, Paralegal
NationsLine Delaware, Inc.
3435 Chip Drive, NE
Roanoke, VA 24012

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATION (continued)**2.7 Use of Customer's Service by Others****2.7.1 Resale and Sharing**

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

2.7.2 Joint Use Arrangements

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

2.8 Cancellation/Termination of Service

2.8.1 If a customer cancels a Service Order prior to the due date or terminates services before the completion of the month for any reason whatsoever, other than a service interruption (as defined in Section 2.6.1 above), the customer agrees to pay the Company cancellation/termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and shall be payable within the period set forth in Section 2.5.2. Service will be disconnected upon verbal or written request.

2.8.1.1 The customer's termination liability for cancellation of service shall be equal to:

- (a) During the initial month of established service
 - a. All unpaid non-recurring charges reasonably expended by the Company to establish service to the customer; plus
 - b. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the customer; plus
 - c. All recurring charges specified in the applicable service order for the balance of the then current month.

Issued: February 23, 2005**Effective:** March 16, 2005

Issued by: Debra A. Waller, Paralegal
NationsLine Delaware, Inc.
3435 Chip Drive, NE
Roanoke, VA 24012

LOCAL EXCHANGE SERVICE

SECTION 2 – REGULATIONS (CONT)**2.9 Customer Liability for Unauthorized Use of the Network****2.9.1 Unauthorized Use of the Network**

- (a) Unauthorized use of the network occurs when: (i) a person or entity that does not have actual, apparent or implied authority to use the network obtains the Company's services, or (ii) a person or entity that otherwise has actual, apparent, or implied authority to use the network makes fraudulent use of the network to obtain the Company's services provided under this tariff, or uses specific services which are not authorized.
- (b) The following activities constitute fraudulent use:
 - (i) Using the network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 - (ii) Using or attempting to use the network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 - (iii) Toll free callers using the network with the intent of gaining access to a customer's outbound calling capabilities on an authorized basis; and
 - (iv) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- (C) Customers are advised that use of telecommunications equipment and services, including that provided under this tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by users who gain access to a customer's facilities, account numbers, security or authorization codes, etc.) Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this tariff.

Issued: February 23, 2005**Effective:** March 16, 2005

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NationsLine Delaware, Inc.
3435 Chip Drive, NE
Roanoke, VA 24012

LOCAL EXCHANGE SERVICE

Section 2 – Regulations (cont)**2.9.2 Liability for Unauthorized Use**

- (a) Except as provided for elsewhere in this tariff, the customer is responsible for payment of all charges for services provided under this tariff furnished to the customer or user. Users or other third parties, the customer's employees, or the public does not change this responsibility due to any use, misuse, or abuse of the customer's service or customer-provided equipment.
- (b) The customer is responsible for payment of all outbound call charges arising from the calls placed to a customer's toll free service number, whether or not calls are authorized or fraudulent, where the user gains access to the customer's outbound calling equipment and services.
- (c) The Customer is liable for all costs incurred as a result of the unauthorized use of the network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- (d) The customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the network.

2.9.3 Liability for Calling Card Fraud

- (a) The customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, provided that the unauthorized use occurs before the Company has been notified.
- (b) The customer must give the Company notice that unauthorized use of Company calling card has occurred or may occur as a result of loss, theft or other reason. For the purposes of this section, "notice" occurs when the Company receives a written confirmation that unauthorized use of a Company calling card has occurred or may occur as a result of loss, theft or other reason.
- (c) The Company may, but is not required to, advise the customer of abnormal calling patterns or other possible unauthorized use of Company calling cards assigned to the customer. In addition, the Company may, but is not required to block calls on Company calling card authorization codes which the Company believes to be unauthorized or fraudulent.

Issued: February 23, 2005**Effective:** March 16, 2005

Issued by: Debra A. Waller, Paralegal
NationsLine Delaware, Inc.
3435 Chip Drive, NE
Roanoke, VA 24012

LOCAL EXCHANGE SERVICE

SECTION 2 – REGULATIONS (CONT)**2.9.4 Liability for Credit Card Fraud**

- (a) The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a credit card, provided: (i) the credit card is an accepted credit card, and (ii) the unauthorized use occurs before the Company has been notified.

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

- (b) The liability of the customer for unauthorized use of the network by credit card fraud will not exceed the lesser of \$500 or the amount of money, property, labor or services obtained by the unauthorized user before notification to the Company.
- (c) The customer must give the Company written notice that unauthorized use of a credit card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, “notice” occurs when the Company receives a written confirmation that unauthorized use of a credit card has occurred or may occur as a result of loss, theft, or other reason.

2.10 Transfer and Assignments

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

2.11 Notices and Communications

- 2.11.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

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NationsLine Delaware, Inc.
3435 Chip Drive, NE
Roanoke, VA 24012

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

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

Issued: February 23, 2005

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Issued by: Debra A. Waller, Paralegal
NationsLine Delaware, Inc.
3435 Chip Drive, NE
Roanoke, VA 24012

LOCAL EXCHANGE SERVICE

SECTION 3 – DESCRIPTION OF SERVICES**3.1 Local Exchange Service****3.1.1 General**

The Company's local exchange service area mirrors the geographic service area of Verizon.

- 3.1.2 The Company's Local Telephone Service provides a Customer with the ability to:
- place or receive calls to any calling Station in the local calling area, as defined herein;
 - access basic 911 Emergency Service;
 - access the Interexchange carrier selected by the Customer for interlata, intraLATA, interstate, or international calling;
 - place calls to 800/888/877 telephone numbers;
 - access Telecommunication Relay Service

3.2.1.2 The Company's service cannot be used to originate calls to other telephone companies caller-paid information services (e.g., 900,976). Calls to those numbers and other numbers used for caller-paid information blocked by the Company's switch.

3.2 Telecommunications Relay Service (TRS)

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider(s) to complete such calls. The Company will impose a surcharge to all customers at a level determined by the Commission.

3.3 Directory Listings

- 3.3.1 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 which is designated as the customer's main billing number. A primary listing contains the name of the customer as well as the address and telephone number of the customer. This listing is provided at no additional charge.
- 3.3.2 Directory listings of additional Company station numbers, other than the customer's main billing number, associated with a customer's service will be provided for a monthly recurring charge per listing.

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LOCAL EXCHANGE SERVICE

SECTION 3 – DESCRIPTION OF SERVICES (Con't)**3.3 Directory Listings (cont)**

- 3.3.3 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the customer, no additional charge is made.
- 3.3.4 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the customer, will withdraw any listing that is found to be in violation of its rules with respect thereto.
- 3.3.5 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory-publishing schedule.
- 3.3.6 Nonpublished Listings: A Nonpublished telephone service will be furnished, at the customer's request, providing for the omission or deletion of the customer's telephone listing from the telephone directory and directory assistance records.

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LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.1 Local Exchange Service Rates

4.1.1 Unbundled Service

1st Line: \$39.99 per month plus a \$20.00 installation fee
2nd Line: \$39.99 per month plus a \$20.00 installation fee

- a. This monthly service charge includes;
- b. Local phone service; and
- c. 1 hour of long distance
- d. This monthly service charge does not include:
- e. Taxes and other fees;
- f. Any extended area calling; or
- g. Any usage based charges.

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4.1.1.1 Optional Features Offered

- a. Should additional features be added to service after installation, the customer in addition to the cost of the new feature will incur a \$20.00 service charge.

Monthly Charge per line

- b. Caller ID (service only) \$10.00
- c. Call Waiting/Caller ID \$5.00
- d. 3 – Way Calling \$5.00
- e. Call Forwarding \$5.00
- f. Call Return \$5.00
- g. Speed Dialing \$5.00
- h. Unlisted Number \$5.00
- i. Additional long distance is available on a per usage basis and post billed to the account. \$0.049 per minute state to state; \$0.079 instate toll calling. International calling is billed at rates found in the company’s Product and Service Guide located on the web @ www.nationsline.com.

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LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.1 NationsLine Bundled Packages

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|---|--|
| The Company, where available, offers basic local exchange service as part of a bundle or package of telecommunications services. | T
T/D |
| 4.1.1 <u>NationsLine Bronze Package</u> is provided using the company’s own switch and is available only in areas where the company can provide service using its own switch. The basic service includes unlimited local and regional calling at the price of \$29.99 , with a twelve-item feature package, the features include Caller ID, Call Waiting, Call Waiting ID, Call Forwarding, Call Return, Three-way calling, Speed Dial 30, Select Caller Block, Caller ID Block, Call Reject, Priority Call, Call Redial, plus one hour of long distance dialing no additional monthly charge. Additional long distance dialing is available and will be back billed to the customer’s account at \$0.049 state to state and \$0.079 instate toll calling. The long distance calling in the package is limited to calls made within the mainland United States. Calls made to Alaska, Hawaii or internationally will be billed at a rate as specified in the Company’s Product and Service Guide No. 1 located on the Company’s Internet site www.nationsline.com . A copy will be mailed postage paid upon request. | T/D
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| 4.1.2 <u>NationsLine Silver</u> This program is provided at \$49.99 , includes all features in the Bronze package Unlimited long distance or DSL is also included in the package. DSL service is an unregulated and untariffed service. Please contact the Company for more information | T/D
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N |
| 4.1.3 <u>NationsLine Gold</u> This package is the same as the Silver except that it includes unlimited long distance and DSL service. DSL service is an unregulated and untariffed service. Please contact the Company for more information. This package is available for \$59.99 | T
N |
| 4.1.4 The standard <u>NationsLine Package</u> includes everything in the Bronze package plus Call Forwarding Busy; Call Forwarding No Answer; Call Transfer; Revertive Call; Selective Call Acceptance; Selective Call Forwarding. This package is available for \$39.99 . | N

N |
| 4.1.5 The company requires prepayment of the first month in advance of service connection. After that, the customer is billed, suspended and disconnected according to the rules and regulations of the Commission. | |
| 4.1.6 <u>Resale Service:</u> In areas where the company cannot provide service using its own switch service will be provided on a resale basis for \$39.99 plus taxes and fee per month. This service includes one hour of long distance at no additional chage. No features are included with this service, but they can be purchased separately as listed below. | T/N

N/T |

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LOCAL EXCHANGE SERVICE

SECTION 4 – RATES (con’t)

4.1.7 Some customer service is still provisioned using UNE-P service. This way of provisioning service has been rendered obsolete by the TRO. Customers whose service is provided this way can and will continue to receive service furnished in this manner, until suspension or termination of the service. UNE-P is grand fathered and remains available only to customers receiving it. It will not affect the customer’s ability to make changes so long as service remains active and current.

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4.2 Features

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Individual features can be provided in areas where the packages are not available.

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4.2.1 Caller ID: purchased individually is \$10.00

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4.2.2 All other individual features are \$5.00 each

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4.2.3 Unlisted number is not part of any feature package and is \$5.00 additional per month.

|

4.2.4 Certain features such as Call Return and Three-Way Calling are available on a per usage basis. If these features are used the cost will be added to the Customer’s next bill at a **\$1.00** per use.

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4.2.5 Any change to features made after the initiation of service will incur a \$10.00 line change charge

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LOCAL EXCHANGE SERVICE

SECTION 4 - RATES**4.3 Installation Charge**

A nonrecurring charge of **\$40.00** will be charged for installation of each new account. This charge may be billed in equal installments on the first 3 months bills, with a payment of **\$10.00** due with the initial service payment.

4.4 Number Change Charge

\$30.00 per occurrence

4.5 Returned Check Charge

\$30.00 per check

4.6 Reconnection Charge

\$30.00 per occurrence

4.7 Late Payment Charge

The late payment charge for Residential customers is **1.25%** per month and **15%** annually on past due amounts.

4.8 Assignment or Transfer of Service

\$30.00 charge is applied to change to responsible party on the line or to transfer the service from the customer's current premises to the customer's new premises.

4.9 Miscellaneous Charges

Directory Assistance (Local)	\$1.00 per use	1 free per month; maximum 20 calls except for persons with disabilities.
Operator Call Completion (Local)	\$.50 per use	
National 411	\$1.25 per use	
Call trace	\$1.50	upon successful completion
Cancellation Charge	\$20.00	Per occurrence

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LOCAL EXCHANGE SERVICE

SECTION 4 – RATES

4.1.2 Unlisted Number

This service is available with the Bundled Service for an additional \$5.00 per month.

4.1.3 Intralata and Interlata Toll Calling

The following calling price structure is the billing standard for the Unbundled and Bundled Service Package.

4.1.3.1 Intralata Calling

Intralata calls will be billed at \$0.019 per minute of use billed in whole minutes.

4.1.3.2 Intrastate Calling

Will be billed at \$0.079 per minute of use billed in whole minutes.

4.1.3.3 Interstate Calling

Interstate or state-to-state calling within the mainland United States will be billed at \$0.049 per minute of use billed in whole minutes.

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LOCAL EXCHANGE SERVICE

SECTION 5 – SPECIAL ARRANGEMENTS**5.1 Promotional Offerings:**

The Company, from time to time, may make promotional offerings of its services, which may include waiving, or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offering are made. At the Company's option, a letter outlining the promotion may be filed with the Commission in lieu of filing language in the Company's tariff.

5.2 Individual Case Base (ICB) Arrangements

Special Service Arrangements may be made under this tariff and will be provided to the Customer pursuant to contract, and as approved by the Commission. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this tariff.

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LOCAL EXCHANGE SERVICE

Section 6 - Business Services**6.1. Business Network Exchange Service****6.1.1. Unbundled Business Service**

The Company's Business Service is targeted at small business Customers and provides options based on the Customer's calling patterns and estimated usage. Customers who subscribe to this service must designate the Company as the presubscribed carrier for local calling concurrent with enrollment for this service. The Company's Unbundled Business Service provides Customers with the option of selecting the Company for toll services.

6.1.2. Local Access Line

Local Business Line	
Monthly Rate	\$49.99

Service Connection Fee,	
One-time charge per line	\$100.00

Local exchange service is billed in one (1) minute increments.

6.2.3.4 Rate Per Minute:	\$0.020
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6.2.3.5 Toll service calls include in state and state to state calling. All toll calls will be billed in sixty (60) second increments.

Toll Rates

Intrastate Direct Dial Access	\$0.129
Interstate Direct Dial Access	\$0.059

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LOCAL EXCHANGE SERVICE

Section 6 - Business Services**6.2.4 Features:**

Subject to availability, the following features are provided at a cost of \$5.00 per month, per feature: Call Waiting with Caller ID, Three Way Calling, Call Forwarding, Return Call, and Speed Dialing.

Caller ID is available at a cost of \$10.00 per month.

6.3 Termination of Domestic Usage

The "cost per minute" outlined in Section is based on the assumption that the customer will terminate at least 80% of its total domestic usage in a tandem owned and operated by a Regional Bell Operating Company ("RBOC") and subject to such RBOC's tariffed access charges. Company will apply a surcharge of \$0.04 per minute of use to the number of minutes by which the customer's non-RBOC termination (being defined as "the sum of outbound minutes which terminate in non-RBOC areas plus inbound (toll-free) minutes which originate in non-RBOC areas") exceeds 20% of the customer's total domestic usage. For purposes of this calculation, the Operating Company Number ("OCN") of the originating or terminating ANI will be used. OCN numbers of 9000 and above are classified as RBOC and OCN numbers of below 9000 are classified as non-RBOC.

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LOCAL EXCHANGE SERVICE

Section 6 - Business Services**6.4 Bundled Business Service**

Bundled Business Service is targeted at small business Customers and provides options based on the Customers calling patterns and estimated usage. Customers who subscribe to this service must designate Company as the presubscribed carrier for local calling concurrent with enrollment for this service. Bundled Business Service provides Customers with the option of selecting Company for toll services.

6.4.1 Bundled Package Price for Business Service

Primary Line, per month	\$59.99
Service Connection Fee, one-time charge per line	\$100.00

6.4.2 Bundled Business Service includes the following:

6.4.2.1 Toll service calls include in state and state to state calling. All toll calls will be billed in sixty (60) second increments.

Toll Rates:

Intrastate Direct Dial Access	\$0.129
Interstate Direct Dial Access	\$0.059

6.4.2.2 Local Service: A monthly allowance of 2000 free minutes of local calling. Local calls will be billed in sixty (60) second increments.

6.4.2.3 Local Minute Of Use Rates

Local calls within 2000 minute allowance

Direct Dial Access	\$0.00
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Local calls above 2000 minute allowance

Direct Dial Access	\$0.039
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LOCAL EXCHANGE SERVICE

Section 6 - Business Services

6.4.3 Calling Features Package: Caller ID, Call Waiting with Caller ID, Three Way Calling, Call Forwarding, Return Call, and Speed Dialing included at no charge. Calling Features are described in the residential service.

6.4.3.1 Line Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy. This feature is available at a charge of \$10.00 per month.

6.5 Termination of Domestic Usage

The "cost per minute" outlined above is based on the assumption that the customer will terminate at least 80% of its total domestic usage in a tandem owned and operated by a Regional Bell Operating Company ("RBOC") and subject to such RBOC's tariffed access charges. Company apply a surcharge of \$0.04 per minute of use to the number of minutes by which the customer's non-RBOC termination (being defined as "the sum of outbound minutes which terminate in non-RBOC areas plus inbound (toll-free) minutes which originate in non-RBOC areas") exceeds 20% of the customer's total domestic usage. For purposes of this calculation, the Operating Company Number ("OCN") of the originating or terminating ANI will be used. OCN numbers of 9000 and above are classified as RBOC and OCN numbers of below 9000 are classified as non-RBOC.

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LOCAL EXCHANGE SERVICE

Section 6 - Business Services**6.2. Toll Free Services**

- 6.2.1. Toll Free Service is available to Customers for incoming calls. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided business switched access line. Business Service Customers who migrate their long distance service to another carrier, but who retain the Company as the local service provider will keep Business Service until such time as that service is specifically identified as having migrated to another carrier. Call charges are billed to the Subscriber rather than to the originating caller. Rates are neither time-of-day sensitive nor mileage sensitive. Calls are billed in six (6) second increments. A Monthly Recurring Charge applies in addition to usage rates.
- 6.2.2. The Company will make every effort to reserve toll free (i.e., 800/888") vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 6.2.3. The Company will participate in porting toll free numbers only when all charges incurred as a result of the toll free number have been paid.
- 6.2.4. Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Responsible Organization or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.
- 6.2.5. If a Customer who has received a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available for use by another Customer.
- 6.2.6. Rates:

Rate per minute:	\$0.099
Monthly Recurring Charge, Per toll free access line:	\$20.00
Toll Free Service Installation:	\$20.00
Vanity Toll Free Number Search:	\$10.00

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LOCAL EXCHANGE SERVICE

Section 6 - Business Services**6.6 Dedicated T1 Service**

6.6.1 Dedicated T1 Service includes the following:

6.6.1.1 Customer channelized high capacity (1.544 Mbps) circuit between Customer premises and its serving office for connection to services provided by Company for local exchange access for usage-sensitive local calling and toll calling. Each circuit supports up to 24 voice lines. The rates herein are for the portion of the service dedicated to voice applications;

6.6.1.2 Features: Caller ID-Number Only.

6.6.1.3 Voice channels will be provisioned with Line Hunting upon Customer request, at the rates specified below.

6.6.1.4 Rates and Charges

6.6.1.5 Monthly Recurring Charge: The T1 circuit is provided at a pass-through of costs to the Company by the underlying carrier.

6.6.1.6 Toll Service: Toll service calls include intrastate toll calls and interstate toll calls. Toll calls will be billed in sixty (60) second increments.

6.6.1.7 Toll Rates

Intrastate Direct Dial Access	\$0.129
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Interstate Direct Dial Access	\$0.059
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6.6.1.8 Local Service: Local calls will be billed in sixty (60) second increments.

Direct Dial Access	\$0.039
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6.6.1.9 Line Hunting:

Line hunting will be provided on all T1 voice channels at a charge of \$100 per month, per circuit.

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LOCAL EXCHANGE SERVICE

Section 6 - Business Services**6.7 Rates**

Primary Service Connection Charge	\$100.00
Secondary Service Connection Charge	\$100.00
Transfer of Service Charge, Primary Line	\$50.00
Transfer of Service Charge, Secondary Line	\$50.00
Technician Dispatch Charge	\$200.00
Service Order Charge	\$10.00
Toll Free Directory Listing	\$10.00
Missed Appointment Charge	\$100.00
Change Order Service Charges	
Feature or Feature Pack Change Order	\$10.00
Toll Restriction Fee Order	\$10.00
Telephone Number Change Order	\$30.00
Long Distance Minutes Pack Change Order	\$10.00
Listing Change Charge	\$10.00
Record Change	N/A
Miscellaneous Charges	
Duplicate Invoice per page	\$5.00
Call Detail Report per page	\$5.00

6.8 Restoration of Service

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

Per occasion, per voice channel \$50.00

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LOCAL EXCHANGE SERVICE

Section 6 - Business Services**6.9 Temporary Suspension/Restoration of Service**

Upon the request of the customer, service may be temporarily suspended. Suspension of service may begin or terminate on any day of the month provided notice is given sufficiently in advance for arrangements to be made. Service will be disconnected to the extent necessary to assure that no inward or outward service will be available during the period of suspension.

Nonrecurring charge, per voice channel	\$50.00
Recurring charge, per voice channel	50% of regular service rates
Nonrecurring charge, per voice channel	\$50.00

6.10 Contract Service Arrangements

- 6.10.1 At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.
- 6.10.2 Service Connection fee is waived for those customers who retain their existing telephone number when switching their service to Company. The charge will apply if additional lines are transferred to Company after the initial order.
- 6.10.3 Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Company.
- 6.10.4 The Toll Free Service Installation charge is not applied when a customer migrates from another telephone company, or if Toll Free Service is included with the initial order for service.

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