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April 8, 2009

Beth Salak, Director  
Competitive Markets and Enforcement  
Attn: Tariff Section  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Dear Ms. Salak:

Pursuant to Florida Statute 364, attached for filing with the Commission are the following pages of the Local Service and Access Service Tariff:

Local Service and Access Service Tariff

See Attached List

Please find attached the required documents to support a filing to Reformat the TCG South Florida Tariff. This material reflects a file date of April 8, 2009 and a proposed effective date of April 9, 2009.

Acknowledgment, date of receipt and authority number of this filing are requested.

Your consideration and approval will be appreciated.

Yours very truly,

Jerry D. Hendrix (mrs)

Regulatory Vice President

Attachments

LOCAL SERVICE TARIFF

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TCG SOUTH FLORIDA

LOCAL SERVICES

ORIGINAL PAGE 1

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Carol Paulsen, Director

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TCG SOUTH FLORIDA

Schedule of Rates, Charges, and Regulations Governing Regulated

LOCAL TELEPHONE EXCHANGE SERVICES

Applying to Intrastate Services in  
the State of Florida

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Carol Paulsen, Director

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1. APPLICATION OF TARIFF

- 1.1 This tariff applies to the furnishing of Local Exchange Services by TCG South Florida within the State of Florida. Local Exchange Services are furnished for the use of business end-users in placing and receiving local telephone messages within local and IntraLATA calling areas.
- 1.2 This tariff applies only for the use of the Company's services for communications within local and intraLATA calling areas. This includes the use of TCG South Florida's network to complete an end-to-end local communication; and to obtain access to the intrastate and interstate services offered by other service providers.
- 1.3 The provision of local exchange telecommunications service is subject to existing regulations specified in the tariffs of TCG South Florida, and may be revised, added to, or supplemented by superseding issues.
- 1.4 All offered service contained herein is subject to available facilities and authorization from the local municipalities in the jurisdiction where the service is offered.
- 1.5 When services and facilities provided by TCG are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as a part of the regulated or unregulated services offered by that company, the regulations of TCG apply only to the use of TCG's services and facilities.
- 1.6 Local Service and/or Exchange areas for this state are concurrent with those defined in the AT&T Local Exchange Services tariff section 3.1.

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EXPLANATION OF 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.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (T) To signify text moved to another location

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## 2. GENERAL REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 General

- A. The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.
- B. Customers and Users may use services and facilities provided under the tariffs of the Company to obtain access to services offered by other companies. The Company is responsible for the services and facilities provided under its tariffs, and for unregulated services provided pursuant to contract, and it assumes no responsibility for any service (whether regulated or not) 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.
- C. The Company shall have no responsibility with respect to billings, charges or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional and long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.
- D. Services, features and functions will be provided where facilities are available. Such facilities include, but are not limited to, billing capability, technical capability and the ability of the Company to purchase underlying services, features and functions and/or unbundled network elements ("UNEs") (as that term is defined by applicable law), either alone or in combination (including a combination of unbundled switching with other UNEs), are available. The Company reserves the right to withdraw any service provided pursuant to this tariff or to modify its terms and conditions, upon 30 days notice, in the event that changes occur (including regulatory changes) that affect either the availability of facilities to the Company or the terms and conditions upon which they are obtained. The foregoing is in addition to all other existing rights retained by the Company to modify or withdraw its services at any time. In the event that the Company makes a material modification of its terms and conditions, customers shall have an opportunity to cancel contracts or tariffed services without penalty.

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## 2. GENERAL REGULATIONS

### 2.1 Undertaking of the Company (Cont'd)

#### 2.1.1 General (Cont'd)

- E. The Company reserves the right to increase charges for the Services provided to Customer, regardless of any term commitment, as a result of: (i) expenses incurred by the Company reasonably relating to regulatory assessments stemming from an order, rule or regulation of any regulatory authority or court having competent jurisdiction; (ii) other governmental charges or fees; (iii) charges or payment obligations imposed on the Company related to termination of domestic or international calls to mobile numbers; or (iv) reductions in amounts other carriers are required to pay to the Company or increases in the amount the Company is required to pay to other carriers. In this event, customers shall have an opportunity to cancel tariffed services. Customers with tariffed based contracts will be held to the terms and conditions of their contract until such contract is expired.

#### 2.1.2 Shortage of Equipment or Facilities

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

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Carol Paulsen, Director

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## 2. GENERAL REGULATIONS

### 2.1 Undertaking of the Company (Cont'd)

#### 2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges, a month is considered to have 30 days.
- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in the tariffs of the Company. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and the tariffs of the Company prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. In any action between the parties to enforce any provision of the tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

The tariffs of the Company shall be interpreted and governed by the laws of the State of Florida without regard to its conflict of laws provision.

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Carol Paulsen, Director

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## 2. GENERAL REGULATIONS

### 2.1 Undertaking of the Company (Cont'd)

#### 2.1.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its Services, shall be limited to the extension of allowances for interruption as set forth in 2.7 following, whether caused by acts of omissions of the Company, this limitation of liability includes but is not limited to damages arising from mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or other 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 2.7, following. 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 or User as a result of any the Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers or Users facilities or equipment used for or with the services the Company offers regardless of whether such facilities are furnished to the Company, the Customer or any Users.

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## 2. GENERAL REGULATIONS

### 2.1 Undertaking of the Company (Cont'd)

#### 2.1.4 Liability of the Company (Cont'd)

- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or User or due to the failure or malfunction of Customer-provided or User-provided equipment or facilities.
- E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or 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 presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this paragraph as a condition precedent to such installations.
- F. The Company is not liable for any defacement of or damage to Customer or User 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 negligence or willful misconduct of the Company's agents or employees.
- G. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by Customer for the specific services giving rise to the claim except as stated herein. No action or proceeding against the Company shall be commenced more than two years after the service is rendered or as required by Florida Law.
- H. 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.

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Carol Paulsen, Director

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2. GENERAL REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- I. The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but are not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- J. The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or
- K. 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 in its tariffs.
- L. The Company shall not be liable for and damages whatsoever associated with service, facilities, or equipment that the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with TCG South Florida.

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## 2. GENERAL REGULATIONS

### 2.1 Undertaking of the Company (Cont'd)

#### 2.1.5 Notification of Service-Affecting Activities

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

#### 2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in the tariffs of the Company.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to 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.
- C. The Company may substitute, change or rearrange any equipment or facility at time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.



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## 2. GENERAL REGULATIONS

### 2.1 Undertaking of the Company (Cont'd)

#### 2.1.6 Provision of Equipment and Facilities (Cont'd)

E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer or User when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer or User.

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

- the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- the reception of signals by Customer-provided equipment.

#### 2.1.7 Non-Routine Installation

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

#### 2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with the tariffs of the Company remains with the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in all the fiber optic or other facilities and associated equipment provided by the Company.

#### 2.1.9 Continuity of Service

In the event of prior knowledge of an interruption of service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

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## 2. GENERAL REGULATIONS

### 2.2 Governmental Authorizations

The provision of services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

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Carol Paulsen, Director

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## 2. GENERAL REGULATIONS

### 2.3 Obligations of the Customer

#### 2.3.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to the tariffs of the Company;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User with these regulations; or by fire or theft or other casualty on the Customer's or any User'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 the Company facilities and equipment installed on the premises of the Customer or any User; and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. any and all costs associated with obtaining and maintaining the rights-of-way from the point of entry at the Customer's location to the termination point where service is finally delivered to the Customer, including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities. The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such right-of-way. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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## 2. GENERAL REGULATIONS

### 2.3 Obligations of the Customer

#### 2.3.1 General (Cont'd)

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's 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 the Company's facilities and equipment in any Customer or User premises or the rights-of-way for which Customer is responsible under subsection 2.3.1(D); and granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer or any User at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H. making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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## 2. GENERAL REGULATIONS

### 2.3 Obligations of the Customer

#### 2.3.2 Prohibited Uses

- A. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer or User has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. The Company may require a Customer or User immediately to shut down its transmission of signals if said transmission is causing interference to others.
- C. A Customer or User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in the tariffs of the Company will apply.

#### 2.3.3 Claims

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

- A. any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or either of their employees, agents, representatives or invitees;
- 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 or User, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and the Company; or
- C. any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of the applicable Company tariff.

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Carol Paulsen, Director

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## 2. GENERAL REGULATIONS

### 2.4 Customer Liability for Unauthorized Use of the Network

#### 2.4.1 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B. The following activities constitute fraudulent use:
- 1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service:
  - 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or 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;
  - 3) Toll Free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
  - 4) 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.

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Carol Paulsen, Director

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## 2. GENERAL REGULATIONS

### 2.4 Customer Liability for Unauthorized Use of the Network (Cont'd)

#### 2.4.2 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. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- 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 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.

#### 2.4.3 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 a Company Calling 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 Company Calling Card has occurred or may occur as a result of loss, theft or other reasons.
- 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.

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Carol Paulsen, Director

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## 2. GENERAL REGULATIONS

### 2.5 Customer Equipment and Channels

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

#### 2.5.1 Station Equipment

- A. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to the 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 Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- C. Customer provided station equipment may be attached to services provided under the tariffs of the Company subject to Part 68 of the FCC Rules and to any applicable provisions of the tariffs of the Company and is the sole responsibility of the Customer.
- D. The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-provided equipment, or for misdirected calls, disconnects or other service problems caused by the use of Customer-owned equipment.



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## 2. GENERAL REGULATIONS

### 2.5 Customer Equipment and Channels (Cont'd.)

#### 2.5.2 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- C. Facilities furnished under the tariffs of the Company may be connected to Customer provided terminal equipment in accordance with the provisions of the tariffs of the Company. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

#### 2.5.3 Tests and Adjustments

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

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2. GENERAL REGULATIONS

2.5 Customer Equipment and Channels (Cont'd)

2.5.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the User is complying with the requirements set forth in 2.5.1 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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Carol Paulsen, Director

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## 2. GENERAL REGULATIONS

### 2.6 Payment Arrangements

#### 2.6.1 Payment for Service

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

#### 2.6.2 Billing and Collection of Charges

- A. Non-recurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice is mailed.
- C. Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs, and will be due and payable within 30 days after the invoice is mailed.

Usage is timed and rated per call in increments specified in the applicable service tariffs. Timing begins with the completion of the connection. Partial increments will be rounded up to the next full increment on a per call basis and partial cents will be rounded to the next whole cent, when the billing capability is available on a per call basis.

- D. 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.

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## 2. GENERAL REGULATIONS

### 2.6 Payment Arrangements (Cont'd)

#### 2.6.2 Billing and Collection of Charges (Cont'd)

- E. 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 the tariffs of the Company or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- F. A Customer may request the rescheduling of the effective service date of an order where the Customer requests such a rescheduling less than thirty (30) days prior to the originally requested service date, the Customer may be charged a rescheduling charge equal to the greater of \$100 or the non-recurring charge applicable to the service being rescheduled. If a Customer requests a rescheduling on or after the originally scheduled installation date, or fails to accept or use a service made available for the Customer's use on the originally scheduled effective service date, the Company may begin assessing, and Customer shall pay, Monthly Recurring Charges beginning thirty-one (31) days after the original service effective date.
- G. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, net of taxes, not compounded, multiplied by a late factor of 1.5 %.

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## 2. GENERAL REGULATIONS

### 2.6 Payment Arrangements

#### 2.6.3 Advance Payments

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

A Customer whose service has been discontinued for non-payment of bills will be required to pay the unpaid balance due carrier and may be required to pay reconnect charges.

#### 2.6.4 Deposits

The Company may require an applicant or customer to make a suitable cash deposit to be held by the Company as a guarantee of the payment of charges for service. Such deposit shall not exceed an estimated bill for two billing periods. Interest shall be paid by the Company upon such deposits at a rate of seven (7) percent per annum, payable annually or at time of deposit return for the time such deposit was held by the Company and the customer was served by the Company, unless such period be less than 30 days. Such interest shall be calculated to December 1st of each year, and the payment shall be made by credit to customer's account on the December billing of the customer or at the time the deposit is returned to the customer. After service has been established and experience demonstrates that the amount of the outstanding deposit is not suitable to safeguard the interests of the Company, the Company may require an adjustment of the deposit not exceeding the charges which it is estimated will accrue for a period of two months. When service is terminated, any balance of the deposit remaining after deduction of all sums due the Company will be returned to the customer, or the deposit may be returned at any time previous thereto, at the option of the Company.

A deposit does not relieve the customer from compliance with the Company's regulations as to advance payments and payment for service, nor constitutes a waiver or modification of the regulations pertaining to the discontinuance of service for nonpayment of any sums due the Company for the service rendered.

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2. GENERAL REGULATIONS

2.6 Payment Arrangements

2.6.5 Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company for services found herein, the Company may, by giving ten days prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability. The Company may, under the following conditions, discontinue service to a Customer without notice:
  - 1) If a condition immediately hazardous to life, physical safety, or property exists;
  - 2) Upon order by any court, the Commission, or any other duly authorized public authority;
  - 3) If service was obtained fraudulently or without the authorization of the provider or is being used for, or suspected of being used for, fraudulent purposes.

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Carol Paulsen, Director

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## 2. GENERAL REGULATIONS

### 2.6 Payment Arrangements (Cont'd)

#### 2.6.5 Discontinuance of Service (Cont'd)

- D. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- E. Upon the Company's discontinuance of service to the Customer under paragraphs A or B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of the tariffs of the Company, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at 6%).
- F. In the event that one or more Local Services are terminated prior to the completion of the Minimum Retention Period, a Service Termination Charge will apply. For Local Services that are terminated with less than twelve months remaining to be completed in the Minimum Retention Period for that Local Service, a Service Termination Charge equal to three months recurring charges will apply. For Local Services that are terminated with between twelve and twenty-three months remaining to be completed in the Minimum Retention Period for that Local Service, a Service Termination Charge equal to six months recurring charge will apply. For Local Services that are terminated with twenty-four or more months remaining to be completed in the Minimum Retention Period for that Local Service, a Service Termination Charge equal to nine months recurring charges will apply.

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## 2. GENERAL REGULATIONS

### 2.6 Payment Arrangements (Cont'd)

#### 2.6.6 Cancellation of Application for Service

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



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## 2. GENERAL REGULATIONS

### 2.6 Payment Arrangements (Cont'd)

#### 2.6.7 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.

#### 2.6.8 Taxes

The Customer is responsible for the payment of Federal excise taxes, state and local sales and use taxes and all taxes, fees, and other exactions imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on corporations. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in the tariffed rates.

#### 2.6.9 Disputed Bills

The customer is responsible for providing written notification to the Company of any charges in dispute within six months of the bill date, otherwise, the charge will be considered correct and binding. All charges not in dispute shall be paid by the Customer by the payment due date. Upon notification of a dispute, the Company shall undertake an investigation of the disputed charges. At the conclusion of the investigation, the Company shall notify the Customer of any amount determined by the Company to be correctly charged and such amount shall become immediately due and owing.

#### 2.6.10 Reserved for Future Use

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2. GENERAL REGULATIONS

2.6 Payment Arrangements (Cont'd)

2.6.11 Duplicate Bill Charges

A. General

- 1) Subject to Company retention policies, availability of the bill(s), and ability of the Company to retrieve the bill(s), a customer may request a paper copy of their bill(s). A Duplicate Bill Charge may apply upon a customer's request for duplicate copies of their telephone bill(s) in accordance with the charges specified following, unless stipulated differently in the customer's contract. This service will be available where billing and technology exist.

The Duplicate Bill Charge, as defined below, will not be applied in the following instances:

- a) When a customer is currently subscribing to a service to receive additional copies of their bills;
- b) When customers request a copy of the bill because of non-receipt of an initial bill after new connect, transfer or change of address orders;
- c) When customers have not received a bill due to Company error in the address of the bill;
- d) When a customer requests a copy of the current month bill or final bill;

B. Rates and Charges

Duplicate Bill Charge, mailed via standard US mail only:

Per bill copy charge.

Refer to the Price List

C. Liability

With respect to any claim or suit, by a customer or any others, for damages arising from delays, errors or omissions, or the failure to provide bill copies, Company's liability, if any, shall not exceed the amount paid for the service.

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## 2. GENERAL REGULATIONS

### 2.7 Interruptions in Service

#### 2.7.1 Credits for Interruptions in Service

- A. Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer or of an authorized or joint user, or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects.
- B. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under its tariffs. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. 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.
- C. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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2. GENERAL REGULATIONS

2.7 Interruptions in Service (Cont'd)

2.7.1 Credits for Interruptions in Service (Cont'd)

D. Credit allowances shall be calculated as follows:

1) Interruptions of 24 Hours or Less

Interruption Period

Length of Interruption to Be Credited

Less than 4 hours	None
4 hours up to but not including 8 hours	1/3 Day
8 hours up to but not including 12 hours	1/2 Day
12 hours up to but not including 16 hours	2/3 Day
16 hours up to but not including 24 hours	One Day

Two or more service interruptions of the same type to the same line/equipment of 2 hours or more during any one 24 hour period shall be considered as one interruption. In no event shall such interruption credits any one line/equipment exceed one day's fixed recurring charges for such line/equipment in any 24-hour period.

2) Interruptions Over 24 Hours

Interruptions over 24 hours will be credited 4-hours for each 4 hour period or fraction thereof. No more than one full day's credit will be allowed for 24-hour period.

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## 2. GENERAL REGULATIONS

### 2.7 Interruptions in Service (Cont'd)

#### 2.7.1 Credits for Interruptions in Service (Cont'd)

##### E. Limitations on Allowances

No credit allowance will be made for:

- 1) interruptions due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer, User, or other common carrier providing service connected to the service of the Company;
- 2) 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;
- 3) interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the Customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Company;
- 4) 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;
- 5) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- 6) 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; and
- 7) interruption of service due to circumstances or causes beyond the control of the Company.
- 8) interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

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## 2. GENERAL REGULATIONS

### 2.8 Classification of Customers and Users

Service is classified as business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Business rates apply at the following locations, among others:

- In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals and other business establishments.
- In the residence of a practicing physician, dentist, veterinarian, surgeon or other medical practitioner who has no service at business rates at another location.
- In the residence location where there is substantial business use of the service and the Customer has no service elsewhere at business rates.

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## 2. GENERAL REGULATIONS

### 2.9 Use of Customer's Service By Others

#### 2.9.1 Resale and Sharing

Any service provided under the Company tariffs may be resold to or shared with other persons at the option of Customer, except as provided in 2.9.3, following. Customer remains solely responsible (a) for all use of services ordered by it or billed to its telephone number(s) pursuant to the tariffs of the Company, (b) for determining who is authorized to use its services, and (c) for notifying the Company of any unauthorized use.

#### 2.9.2 Joint Use Arrangements

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

#### 2.9.3 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party and any appropriate authorizations, if necessary, 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.

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## 2. GENERAL REGULATIONS

### 2.10 Cancellation of Service

The Customer will furnish the Company with forty-five (45) days prior written notice should it desire to terminate an application or contract, in whole or in part, for which the initial application or contract period is in excess of one month at the same location.

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.7, preceding), Customer agrees to pay to the Company all costs, fees and expenses reasonably incurred in connection with:

- All Non-Recurring charges as specified in the Company's tariffs, plus
- Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus
- All Recurring Charges specified in the applicable Company Tariff for the balance of the then current term.



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## 2. GENERAL REGULATIONS

### 2.11 Notices and Communications

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.

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 the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

All notices or other communications required to be given pursuant to the tariffs of the Company will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

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.

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## 2. GENERAL REGULATIONS

### 2.12 Assignment and Changes of Phone Numbers

The Customer has no property rights in the telephone number nor any right to continuance of service through any particular Central Office, and the Company may change the telephone number or Central Office designation of a Customer whenever it considers it desirable in the conduct of its business. However, the Company will provide Interim Number Portability Service as defined in Section 24 of this tariff.

An applicant for telephone service may request a specific telephone number, and the requested telephone number will be assigned to the applicant only under the following terms and conditions:

- A. The telephone number is located in the Central Office serving the applicant's premises, or if not, the applicant agrees to pay mileage charges as in the Access Service Tariff.
- B. The telephone number has not been previously assigned to another Customer within the three-hundred and sixty-day period preceding the applicant's request for service of the life of the directory listing of the telephone number (whichever is greater); or if the number has been assigned to another Customer within the preceding three-hundred and sixty-day period, that Customer consents to the assignment of the number to the applicant.
- C. In a case where existing service is continued for a new Customer the telephone number may be retained by the new Customer subject to the rules mentioned above. In addition, it must be a different entity from and in no way connected with or related to the Customer to whom the number was assigned within the previous three-hundred and sixty-day period or life of the directory listing of the telephone number (whichever is greater).
- D. The above rules also apply to a request for a specific number by an existing Customer.

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## 2. GENERAL REGULATIONS

### 2.12 Assignment and Changes of Phone Numbers (Cont'd)

In the event large area transfers between serving Central Offices require telephone number changes, the Company will determine based on circumstances, the extent of notification to Customers in the area with the following minimum requirements.

- Notification of pending number change will be made more than sixty days in advance of such change.
- Notification of the new telephone number will be mailed to each Customer.
- Calls will be transferred for a reasonable length of time, depending upon customer class, directory publishing deadlines and other factors that might apply.
- Local news media will be given information concerning the pending change.

The nonrecurring charge shown in the Price List applies to change a telephone number of a Central Office line or trunk at the Customer's request. No charge applies to change the telephone number due to annoyance calls, or Company initiated number changes.

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## 2. GENERAL REGULATIONS

### 2.13 Special Construction and Special Arrangements

Subject to the agreement of the Company and to all of the regulations contained in the tariffs of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions. Special construction is that construction undertaken:

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

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Carol Paulsen, Director

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## 2. GENERAL REGULATIONS

### 2.13 Special Construction and Special Arrangements (Cont'd)

#### 2.13.1 Basis for Charges

Where the Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

#### 2.14.2 Basis for Cost Computation

The costs referred to in Section 2.14.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Installation cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installation cost includes the cost of:
  - 1) equipment and materials provided or used,
  - 2) engineering, labor and supervision,
  - 3) transportation,
  - 4) rights of way, and
  - 5) any other item chargeable to the capital account;
- B. Annual charges including the following:
  - 1) cost of maintenance;
  - 2) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
  - 3) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
  - 4) any other identifiable costs related to the facilities provided; and
  - 5) an amount for return and contingencies.

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## 2. GENERAL REGULATIONS

### 2.13 Special Construction and Special Arrangements (Cont'd)

#### 2.13.3 Termination Liability

To the extent that there is no other requirement for use by the Company, the Customer may have a termination liability for facilities specially constructed at the request of the Customer if and only if such liability is clearly stated in written agreement between the Company and the Customer.

- A. The maximum termination liability is equal to the total cost of the special facility as determined under 2.14.1 preceding, adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided.
- B. The maximum termination liability as determined in paragraph (1) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six (6) percent, plus applicable taxes.

### 2.14 Terms

The minimum term for any TCG South Florida Service shall not be less than one (1) month, unless otherwise agreed by the Company. The Customer and Company may agree to longer minimum terms for particular services.

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## 2. GENERAL REGULATIONS

### 2.15 Temporary Promotional Programs

The Company may establish temporary promotional programs to introduce present or potential Customers to a service not previously received by Customers. During specific promotional periods, an offer may be made to reduce non-recurring charges on a non-discriminatory basis, up to the full amount, for optional products and services. Unless specifically approved elsewhere, this offer will not apply to single basic exchange access lines. Written notice of such offerings will be provided to the staff of the Florida Public Service Commission prior to the date upon which the offer is to commence.

### 2.16 Privacy

All communications between customers are considered confidential in nature. The Company will take reasonable action to minimize the potential access of other entities to those communications. Operators or employees of the Company will not listen to any conversation between customers except when an operating necessity. Operators shall not repeat or divulge the nature of any local or long distance conversation, nor divulge any information inadvertently overheard.

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## 2. GENERAL REGULATIONS

### 2.17 Application for Service

Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in Bellcore's Local Exchange Routing Guide, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated access line), the Company will apply the Rate Center of the Customer's main billing telephone number, or that of the rate center closest to the location at which the customer receives service from the Company.

The airline distance between any two Rate Centers is determined as follows:

- A. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.
- B. Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two AH@ coordinates.
- C. Square each difference obtained in step B. above.
- D. Add the square of the "V" difference and the square of the AH@ difference obtained in step C. above.
- E. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- F. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
- G. Formula =

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$



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2. GENERAL REGULATIONS

2.18 Reserved for Future Use

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2. GENERAL REGULATIONS

2.19 Reserved for Future Use

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## 2. GENERAL REGULATIONS

### 2.20 Definitions

Certain terms used generally throughout the tariffs of TCG are defined below:

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

Authorized User: Any entity which is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively.

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

CCS: One hundred call seconds or one hundred seconds of telephone conversation. One hour of telephone traffic is equal to 36 CCS (60 x 60=3600 divided by 100=36) which is equal to one erlang.

Central Office: A switching unit providing telecommunication services to the general public, designed for terminating and interconnecting lines and trunks.

Communications Services: The Company's intrastate regulated telecommunications services.

Company, TCG South Florida or TCG: TCG South Florida, the issuer of this tariff.

Connecting Company: For Interim Number Portability applications, the Company to which the NXX serving the Company's Customer was originally assigned, and which has agreed to forward calls to the Company.

Customer: Any entity which purchases service and is responsible for the payment of charges and compliance with the Company's regulations.

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

Direct Inward Dial or ("DID"): A service attribute that allows individual stations users to be accessed by an outside caller without having to pass through an operator or attendant.

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Carol Paulsen, Director

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## 2. GENERAL REGULATIONS

### 2.20 Definitions (Cont'd)

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

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

Exchange Access Line: All of the Company's Central Office equipment and outside plant facilities that are needed to connect the serving Central Office up to and including the Company-provided Network Interface or equivalent.

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

Ground Start: Describes one signaling method between the PBX/key system interface and the Company's switch.

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

Joint User: Any entity which is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified in the Company's tariff.

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

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

Local Exchange Service: The furnishing services to the Company's customers within an exchange for local calling. This service also provides access to and from the telecommunications network for long distance calling.

Loop Start: Describes one signaling method between the terminal equipment or PBX/key system interface and the Company's switch.

Mbps: Megabits, denotes millions of bits per second.

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## 2. GENERAL REGULATIONS

### 2.20 Definitions (Cont'd)

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

Network: Refers to the Company's facilities, equipment, and services provided under this Tariff.

Out-Only: A service attribute which restricts DID.

P.NN: The grade of service for a telephone system. The digits following the P, i.e., NN, indicate the number of calls per hundred that are blocked by the system. It is a probability or measure of an event. In the example AP.01", means one call in a hundred can be blocked, so the system is designed to meet this criterion.

Point of Connection: Also abbreviated "POC." A location designated by the Company for the connection of Customer-provided wiring and terminal equipment to the services offered under the tariffs of the Company.

Port: A connection to the Company's switching network with one or more voice grade communications channels, each with a unique network address (telephone number), dedicated to the Customer. Each port is equipped with a Terminal Interface.

Premises: The space occupied by a Customer or authorized user in a building or buildings.

Private Branch Exchange (PBX) Service: An arrangement which comprises manual and/or automatic common equipment, wiring and station apparatus, and which provides for interconnection of main station lines associated with an attendant position and/or common equipment located at the Customer's premises or extended to another Customer's premises of the same Customer. PBX service provides for centralized processing of exchange access by stations through groups of Central Office trunks, WATS lines, etc., or with other communication systems through voice D circuits connected to the common equipment. Intercommunications between stations through the common equipment is an inherent feature of the system.

Primary Distribution Node: A location on the Company's switching network, designated by the Company as an aggregation and interconnection point.

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## 2. GENERAL REGULATIONS

### 2.20 Definitions (Cont'd)

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

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

Service Order: The request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth herein and pursuant to the tariffs of the Company, but the duration of the service is calculated from the Service Commencement Date.

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

Terminal Interface: The method of physical connection between a Company-provided service and a Customer's or User's transmission cable, inside wiring, or terminal equipment. Depending upon the service ordered by the Customer, there may be a choice of terminal interfaces. The Customer is responsible for ordering a terminal interface that is compatible with the Customer's or User's terminal equipment. All terminal interfaces will be provided by industry-standard connectors as specified in or authorized by Subpart F of Part 68, Title 47, Code of Federal Regulations.

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

User: Any person or entity that obtains the Company's services provided under this Tariff, regardless or whether such person or entity is so authorized by the Customer.

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3. RESERVED FOR FUTURE USE

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4. Promotional Offerings

Special Promotions

The Company will, from time to time, offer special promotions on Dedicated Access Services to its customers waiving certain charges. These promotions will be approved by the FPSC with specific starting and ending dates and under no circumstances run for longer than 90 days in any 12 month period.



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## 5. EMERGENCY NUMBER SERVICE (911)

### 5.1 General

This tariff provides for Emergency Number Service (911 Service), an arrangement of Company Central Office and trunking facilities whereby any user who dials the number 911 will reach the Public Safety Answering Point (PSAP) for the telephone from which the number is dialed or will be routed to an operator if all lines to the PSAP are busy. The telephone user who dials the 911 number will not be charged for the call.

Emergency Number Service (911) is a telephone exchange communication service whereby a PSAP receives telephone calls dialed to the telephone number 911, from service users within a 911 service area.

Two types of 911 services are offered: Basic 911 (911) and Enhanced 911 Service (E911).

- A. Basic 911 Service provides for routing all 911 calls originated by telephones having telephone numbers beginning with a given central office prefix code or codes to a single PSAP equipped to receive those calls.
- B. E911 Service provides additional features: such as selective routing of 911 calls to a specific PSAP which is selected from the various PSAPs serving customers within that central office area; E911 trunks; Automatic Number Identification and PSAP Data Base Establishment and Update Service.

The 911 calling party waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, address and name associated with the originating access line location are furnished to the PSAP.

Any service, which is arranged for incoming traffic only or which, in whole or part, provides network access via a central office switch other than the Customer's local central office switch, is not arranged for 9-1-1 Service. Such services include, but are not limited to: Direct Inward Dialing Service.

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## 5. EMERGENCY NUMBER SERVICE (911)

### 5.2 Definitions

Automatic Location Identification (ALI) - An E911 feature that provides information automatically to the PSAP with each E911 call, including the caller's telephone number, the service address or location of the telephone, and supplementary emergency services information of the location from which a call originates. Additional telephones with the same number as the calling party's (secondary locations, off-premise extensions, etc.) are identified with the address of the telephone number at the main location.

Automatic Number Identification (ANI) - Telephone number associated with the access line from which a call originates.

Emergency Service Number (ESN) - A Selective Routing (SR) code assigned to each telephone number in an exchange where SR is provided to route E911 calls to an appropriate PSAP. The ESN defines the set of emergency services (e.g., police, fire, PSAP and medical) within a particular serving area. An ESN is associated with a primary PSAP, and possibly one or more secondary PSAPs.

911 Service Area - The geographic area in which a particular PSAP will respond to all 911 calls and dispatch appropriate emergency assistance.

Public Safety Answering Point (PSAP) - Facility equipped and staffed to receive 911 calls, operated or answered on a 24-hour basis, assigned responsibility by a public agency or county to receive 911 calls and, as appropriate, to directly dispatch emergency response services, or to transfer or relay emergency 911 calls to other public safety agencies. It is the first point of reception by a public safety agency of a 911 call, and serves the jurisdictions in which it is located and other participating jurisdictions, if any.

Emergency Number Service - A telephone exchange communication service whereby a PSAP serving the Customer's location may receive telephone calls dialed to the telephone number 911. The 911 Service includes lines and equipment necessary for transferring and dispatching public emergency telephone calls originated by persons within the telephone central offices areas arranged for 911 calling.

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## 5. EMERGENCY NUMBER SERVICE (911)

### 5.3 Emergency Telephone Service Charge

The Company may assess customers a fee, on a recurring basis, nonrecurring basis, or both to recover costs incurred by the Company for providing 911 service, and may, where permitted, also assess and remit appropriate surcharges or other amounts payable to public or other agencies that provide 911 services.

Because the Company's Service boundaries may not coincide with political subdivisions and 911 service district boundaries, the Company may assess standard fees and surcharges upon all service users served by a central office providing 911 service.

#### 5.3.1 Rates and Charges

Appropriate recurring and non-recurring service charges and rates apply as set forth in the applicable tariffs of the Company or by concurrence with other telephone company tariffs or by special contractual agreements between the Company and the appropriate governmental agency.

### 5.4 Rules and Regulations

#### 5.4.1 General

- A. The Company will not provide both Basic 911 and Enhanced 911. Service within a given central office (switching entity).

The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the service users to have the ability to access the PSAP.

- B. The services provided pursuant to this tariff do not include the monitoring of facilities to discover errors, defects and malfunctions in Basic 911 or E911 services, facilities or operations, nor does the Company undertake such responsibility. The Customer shall be responsible for making such operational tests as, in the judgment of the customer, are required to determine whether Basic 911 and E911 calls are functioning properly for its use. The Customer shall promptly notify the Company in the event the system is not functioning properly.

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## 5. EMERGENCY NUMBER SERVICE (911)

## 5.4 Rules and Regulations

## 5.4.1 General (Cont'd)

- C. The Company's liability to the Customer, to any party dialing 911 using the customer's facilities, or to any other party or persons for any loss or damage arising from errors, interruptions, omissions, delays, defects, failures, or real functions of this service or any part thereof, whether caused by the negligence of the Company or otherwise, shall not exceed the amount equivalent to the pro-rate charges for the service affected during the period of time that the service was fully or partially inoperative. These limited damages shall be in addition to any credits which may be given for an out-of-service condition. The limitation of the liability shall be in addition to any other limitations contained elsewhere in this tariff.
- D. The Company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this and other Tariffs.
- E. The Customer agrees to release, indemnify, defend, and hold harmless the Company, from any and all claims, suits, proceedings, expenses, losses, liabilities or damages ("Claims") by any party or parties arising out of the use or attempted use of the customer's services for purposes of placing Basic 911 or E911 calls, including; a) claims of infringement or invasion of the right of privacy or confidentiality of any person or persons, b) all other claims arising out of any act or omission of Customer or any user of the Customer's services, 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, 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. Customer agrees to defend Company against any such claims and to pay, without limitation, all litigation costs, reasonable attorney's fees and court costs, settlement payments, and any damages awarded or resulting from any such claims.

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## 6. SUPPLEMENTAL SERVICES

### 6.1 Custom Calling Service

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

#### 6.1.1 Description of Features

##### Three Way Calling/Call Hold

The Three Way Calling feature allows a customer to add a third party to an existing two-way call and form a 3-way call. The call must have been originated from outside the station group and terminate to a station within the station group. The Call Hold feature allows a customer to put any in-progress call on hold by flashing the switchhook and dialing a code. This allows the customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the original call.

##### Call Forwarding

Call Forwarding, when activated, redirects attempted terminating calls to another customer-specific line. The customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding.

The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the customer with the Call Forwarding is billed for the forwarded leg of the call.

Call Forwarding - Busy automatically reroutes an incoming call to a customer predesignated number when the called number is busy.

Call Forwarding - Don't Answer automatically reroutes call.

Call Forwarding - Variable allows the customer to choose to reroute incoming calls to another specified telephone number. The customer must activate and deactivate this feature.

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## 6. SUPPLEMENTAL SERVICES

### 6.1 Custom Calling Service (Cont'd)

#### 6.1.1 Description of Features (Cont'd)

##### Call Waiting/Cancel Call Waiting

Call Waiting provides a tone signal to indicate to a customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the customer disconnects from the call.

##### Speed Calling

This feature allows a User to dial selected numbers using one or two digits. Up to eight numbers (single digit, or thirty numbers with two digits) can be selected.

#### 6.1.2 Rate Application

- A. Customer Calling Service is currently only offered in conjunction with PrimePath Service. Rates for the combined services are listed in the Price List.
- B. Connection Charges

Connection charges may apply when a customer requests connection to one or more custom calling features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises

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## 6. SUPPLEMENTAL SERVICES

### 6.2 Directory Assistance Service

#### 6.2.1 Description

This Section applies to Directory Assistance Service furnished in Florida by the Company within the Number Plan Area (NPA) served by the customer.

Customers and Users of the Company's End User Network Access Services may obtain directory assistance in determining and obtaining telephone numbers within the NPA in which they subscribe to such service by calling the Directory Assistance operator.

#### 6.2.2 Rates

Directory Assistance charges apply for all requests for which the Company's facilities are used. Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

A Directory Assistance call charged to a calling card or commercial calling card or to a third number will be billed the appropriate operator charge, plus the charge for Directory Assistance.

No charge applies for:

- A. Calls for Directory Assistance originating from coin telephones.
- B. Calls for Directory Assistance from Users who have requested exemption for the Directory Assistance Charge because they are unable to use telephone directories due to physical or mental limitations. To obtain such exemption, the Customer shall provide the name, address, telephone number and nature of the limitation for each individual requiring the exemption. Information contained on the exemption records shall be treated as confidential by the Company. The Customer shall notify the Company when the need for an exemption no longer exists.

A credit will be given for calls to Directory Assistance when:

- A. The Customer experiences poor transmission or is cut-off during the call, the Customer is given an incorrect telephone number, or the Customer inadvertently misdials.
- B. To receive a credit, the customer must notify the Company operator or Business Office of the problem experienced.

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## 6. SUPPLEMENTAL SERVICES

### 6.3 Local Operator Services

#### 6.3.1 Non-Optional Local Operator Services

The following operator services are non-optional and will be provided in applicable situations as listed below:

- A. Calls made at coin-operated or coinless telephones, both public and semipublic, which require operator intervention or a synthesized message to advise the party of coins to be deposited or when the time has expired.
- B. Calls made by inmates at penal institutions or other correctional facilities who are not permitted to use coins when placing calls at coin operated or coinless telephones, or who are required to use an operator's services to complete a call because of the rules or regulations of said institutions or facilities.
- C. Calls made by individuals who identify themselves as disabled to the extent that they are functionally unable to complete a call (for example, unable to use rotary dial or Touch-Tone pad) without operator assistance. These calls include those made with telecommunications devices for the deaf.
- D. Operator-assisted call reconnection for disconnection or poor transmission, and operator-handled credit requests.
- E. Directory assistance, including calls to 411.
- F. Emergency services, including calls made to operators by customers seeking emergency assistance from authorized emergency agencies.
- G. Credit card calls, also known as calling-card station-to-station calls. This includes credit card or calling card made 800 service, 950, or 10XXX access.
- H. Collect local or long distance calls.
- I. Person to Person calls.
- J. Local or Long Distance third party billing calls.
- K. Operator services provided to customers where the use of an operator is required in order to obtain a particular service or in order to complete a call and where no individualized or select call processing is provided.



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## 6. SUPPLEMENTAL SERVICES

### 6.3 Local Operator Services (Cont'd)

#### 6.3.2 Rates for Operator Services

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service and will be equal to or less than those rates charged by the dominant telephone service provider. In addition to usage charges, an operator assistance charge applies to each call.

#### 6.3.3 Busy Verification and Interrupt Service

##### A. General

Upon request of a calling party, the Operator will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption.

##### B. Rate Application

###### 1) A Verification Charge will apply when:

- a) The operator verifies that the line is busy with a call in progress, or
- b) The operator verifies that the line is available for incoming calls.

##### C. Both a Verification Charge and an Interrupt Charge may apply when the operator verifies that a called number is busy with a call in progress and the Customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.

##### D. No charge will apply when the calling party advises that the call is from an official public emergency agency.

##### E. Rates

Refer to the Price List.

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## 6. SUPPLEMENTAL SERVICES

### 6.4 Directory Listings

#### 6.4.1 General

Customers shall provide the Company with information for all Directory Listings.

The Company will include the Customer's Main Listings in the white and yellow page directories, and offer Additional Listings to the Customer at an additional charge(s). The Customer must identify its Non-Published and Non-Listed business telephone numbers for directory purposes.

The Company is not liable for damages arising from errors or omissions in the making up or printing of directories, in the submission or specification of listing information for purposes of Directory Assistance or other industry databases, or in accepting Listings as presented by the Customer.

If a Customer that subscribes to TCG Local Exchange Services under this tariff for the purpose of resale to other Parties, wishes to obtain Directory Listings for its end users, the Customer must provide the Company with all information necessary for such listings in the form required by the Company. The Company will not accept such information directly from the Customer's end users, and will not gather such information for the Customer. TCG shall not be liable to the Customer's end users for any damages arising from errors or omissions in connection with such Directory Listings.

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## 6. SUPPLEMENTAL SERVICES

### 6.4 Directory Listings (Cont'd)

#### 6.4.1 General (Cont'd)

##### A. Main Listings

The Customer will receive one free Main Listing, per location, in the alphabetical section of the directory that serves the Customer's location. Business Customers will receive a single white page and a single yellow page listing.

##### B. Additional Listings

The term Additional Listing denotes any white page listing, regardless of form, in addition to the Main Listing. A monthly rate applies for each Additional Listing. Additional Listings may be any of the following:

- 1) If the Customer is a partnership or a firm, names of partners or members of the firm;
- 2) If the Customer is a corporation, names of officers of the Corporation; or
- 3) For any business establishment, names of associates or employees of the establishment or other listings as agreed to by the Company.

Additional Listings also may be the bona fide names of firms or corporations, which the Customer owns or controls or is duly authorized to represent, or names under which business is regularly conducted.

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## 6. SUPPLEMENTAL SERVICES

### 6.4 Directory Listings (Cont'd)

#### 6.4.2 Non-Published Listings

##### A. General

Non-Published telephone numbers are not listed in directories or Directory Assistance records available to the general public.

##### B. Regulations

The Company will enable incoming calls only when the calling party places the call by number. The Company will adhere to this practice notwithstanding any claim of emergency the calling party may present. The acceptance by the Company of the Customer's request to refrain from publishing his/her telephone number in the directory does not create any relationship or obligation, direct or indirect, to any other person than the Customer.

In addition to, and not in limitation of, the provisions in Section 2.1.4, the Company's liability, if any, for its gross negligence or willful misconduct or the right of the Customer to seek any legal remedy available for the same is not limited by this tariff. In the absence of gross negligence or willful misconduct with respect to any claim or suit brought by, or other legal remedies available to, the Customer for damages associated with publishing the telephone number of a Non-Published Listing in the directory or disclosing said Listing to any person, the Company's liability, if any, shall not exceed the monthly charges which the Customer may have incurred for that Non-Published Listing for the affected period.

Except as provided above, the Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of the Non-Published Listing or the disclosing of said Listing to any person.

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## 6. SUPPLEMENTAL SERVICES

### 6.4 Directory Listings (Cont'd)

#### 6.4.3 Non-Listed Listings

##### A. General

Non-Listed telephone numbers are not listed in the directories but are included in Directory Assistance records available to the general public.

##### B. Regulations

The acceptance by the Company of the Customer's request to refrain from publishing his/her telephone number in the directory does not create any relationship or obligation, direct or indirect, to any other person than the Customer.

In addition to, and not in limitation of, the provisions in Section 2.1.4, the Company's liability, if any, for its gross negligence or willful misconduct or the right of the Customer to seek any legal remedy available for the same is not limited by this tariff. In the absence of gross negligence or willful misconduct with respect to any claim or suit brought by, or other legal remedies available to the Customer for damages associated with publishing the telephone number of Non-Listed Listing in the directory, the Company's liability, if any, shall not exceed the monthly charges which the Customer may have incurred for that Non-Listed Listing for the affected period.

Except as provided above, the Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of the Non-Listed Listing.

#### 6.4.4 Installation/Change Charge

An Installation/Change Charge is a non-recurring charge applicable to customer-requested changes of a Non-Published or Non-Listed listing. This charge also applies to the installation of a Non-Published or Non-Listed listing after the initial installation of the Customer's local service. Changes to published listings may be subject to an Installation/Change Charge.

#### 6.4.5 Rates and Charges

Refer to the Price List.

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## 6. SUPPLEMENTAL SERVICES

### 6.8 Connection Charges

#### 6.8.1 Restoral Charge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 1 of this Tariff.

#### 6.8.2 Moves, Adds and Changes

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

- Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.
- Add: The addition of a vertical service to existing equipment and/or service at one location.
- Change: Change - including rearrangement or reclassification of existing service at the same location.

### 6.9 Premises Visit

The customer may ask for an estimate or a firm bid before requesting a Company technician to visit the customers' premises. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time (measured in 1/2 hour increments) and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested. Special Construction charges are identified in the Company's General Regulations Tariff.

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## 6. SUPPLEMENTAL SERVICES

### 6.10 Added Labor Charge

#### 6.10.1 Description

In situations where a PrimeXpress or PrimePlex PRI Customer reports a trouble to the Company for clearance and is subsequently informed that no reported trouble has been found in the Company's facilities, the Customer shall be responsible for payment of an Added Labor Charge if the Customer still requests the dispatch of Company personnel to the Customer's site. An Added Labor Charge will be applied as shown below for the period of time from when Company personnel are dispatched to the Customer's premises to when the work is completed.

No charges will apply if the reported trouble is found to be in Company facilities. Failure of Company personnel to detect the reported trouble in Company facilities will result in no charge to the Customer if the reported trouble is discovered in the Company facilities at a later date.

#### 6.10.2 Rate Regulations

Rates are applied in the 6-minute increments. Customers will be charged a minimum charge based on the Minimum Hours shown below. Fractions of 6-minute increments will be rounded up to the next whole 6-minute increment.

Business hours are defined as 8:00 am up to but not including 6:00 pm, Monday through Friday (non-holiday). Non-business hours are defined as 6:00 pm up to but not including 8:00 am, Monday through Friday and all day Saturday and Sunday.

Non-business hour rates will apply to the following holidays: New Year's Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day (December 25), and on legal holidays when New Year's, Independence, or Christmas Day holidays fall on dates other than January 1, July 4, or December 25 respectively.

#### 6.10.3 Rates

Refer to the Price List.

#### 6.10.4 Minimum Hours

Business Hours:	1 Hour
Non-Business Hours:	4 Hours

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## 6. SUPPLEMENTAL SERVICES

### 6.11 Discounts for Hearing Impaired Customers

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period. Discounts do not apply to surcharges or per call add on charges for operator service when the call is placed by a method that would normally incur the surcharge.

For intrastate toll calls received from the relay service, TCG South Florida will discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that were either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for a call and shall not apply to per call charges such as a credit card surcharge. In case of a tariff which includes either a discount based on the number of minutes or the purchase of minutes in blocks, the discount should be calculated by discounting the minutes of relay use before the tariffed rate is applied.

### 6.12 Operator Assistance for Handicapped Persons

Operator station surcharges will be waived for operator assistance provided to a caller who identified him or herself as being handicapped and unable to dial the call because of a handicap.



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## 6. SUPPLEMENTAL SERVICES

### 6.13 Service and Promotional Trials

#### 6.13.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer.

#### 6.13.2 Regulations

- A. Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
- B. During a Service Trial, the service is provided to all eligible customers who ask to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.
- C. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, customers that do not contact the Company will be disconnected from the service.
- D. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.
- E. The Company retains the right to limit the size and scope of a Promotional Trial.

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## 6. SUPPLEMENTAL SERVICES

### 6.14 Secondary Exchange

#### 6.14.1 Description

Secondary Exchange Service enables a PrimeXpress, PrimePlex or PrimePath Trunk service Customer to originate calls from a remote calling Secondary exchange within the Customer's LATA (Originating Secondary Exchange service), and receive calls as if they were being placed to the Secondary exchange calling area (Terminating Secondary Exchange service). Secondary Exchange Service Customers remain responsible for all PrimeXpress, PrimePlex or PrimePath Trunk service calls utilizing Secondary Exchange Service.

#### 6.14.2 Rate Regulation

A) Secondary Exchange service is only available to in conjunction with PrimeXpress, PrimePlex and PrimePath Trunk services.

B) The Secondary exchange must (1) be in the same LATA as the Customer's local calling area, (2) must be in a rate center where TCG also provides local service, and (3) be served by the same TCG switch as the Customer's local calling area.

C) The Customer must designate separate trunk groups for primary local service and Secondary Exchange service. These trunk groups can be within the same T1.

D) The Billing Telephone Number assigned to the Secondary trunk group will correspond to the assigned Secondary rate center. DID Secondary numbers, up to a maximum of 20 DID numbers per trunk, can be ordered on this trunk group. Customers requiring more than 20 DID numbers must order additional Secondary trunk groups. A maximum of 3 trunk groups are allowed per trunk.

E) The Customer's premises must have a Customer provided compatible Private Branch Exchange (PBX) system or multiline terminating system and Customer must assign separate dial-out service to the Secondary Exchange trunk group(s) than to Customer's primary local service (e.g., dial "9" for primary local service and Dial "8" for Secondary Exchange Service).

F) Secondary Exchange Service does not provide access to 911 service. Customer is responsible for programming their PBX to route 911 calls over Customer's primary local service trunk groups.

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## 7. END USER NETWORK ACCESS SERVICES

### 7.1 Introduction

The Company undertakes to provide end users with network access services as described in this tariff. End User Network Access Service provides a Customer with the ability to connect its terminal equipment, inside wiring, or transmission facilities to the Company's switched network for the origination and reception of telephonic communications, and includes optional features designed to facilitate the use or expand the functionality of communications services. Services may be provided by the use of the Company's own facilities, by resale of services provided by other telephone companies, or by a combination of these methods.

Each End User Network Access Service is provided in the form of a Port (with an integral Terminal Interface) which corresponds to one or more analog, communications channels. Access services are designed to transmit any electrical signal within the nominal frequency range of 300 to 3000 Hz. Customers may transmit any form of signals, including data transmissions, that are compatible with the transmission parameters of the service, but the Company does not warrant that the services will be suitable for any purpose other than voice communication.

All of the Company's transmission facilities will meet all technical and service standards set by the Florida Public Service Commission. At a minimum, connection to the Company's End User Network Access Service provides:

- Dual tone multi frequency signaling capability on the local access line;
- Facsimile and data transmission of at least 2400 bits per second on analog access lines served from the public switched network when the Customer uses modulation / demodulation devices rated for such capability;
- Transmission insertion loss (as measured at the interface with the Company's network at the Customer's location and including any losses in central office equipment) that does not exceed 8.5 dB at 1000 " 20 Hz on all local access lines;
- Circuit noise from the network interface at the Customer's premises to and including the central office termination at a level not exceeding 25 dBrnC for individual lines of less than 30,000 feet in length. For lines exceeding 30,000 feet, the measured circuit noise will not exceed 30 dBrnC.

#### 7.1.1 Additional Surcharges

The Company may include surcharges on the customer's bill as required by the Florida Public Service Commission, other agencies, or the federal government.

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## 7. END USER NETWORK ACCESS SERVICES

### 7.2 Access to Public Switched Network Services

End User Network Access Services provide a Customer with one or more voice-grade Port connections to the Company's switched network, each of which enables the Customer to:

- A. Receive calls from other stations on the public switched telephone network;
- B. Access the Company's Local and IntraLATA Calling Services and Directory Assistance Services as specified in Section 6 of this tariff.
- C. Access (at no additional charge) the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 9-1-1 service for emergency calling;
- D. Customers may presubscribe to another provider's interLATA services in order to originate interLATA calls on a 1 + basis or to receive 800 service from such provider, or may access other providers' intraLATA and interLATA services by dialing the provider's Carrier Identification Code. The Customer is solely liable for charges assessed by other providers for their services; and
- E. Originate calls to the Dual Party Relay Service (DPRS) which enables deaf, hard-of-hearing or speech-impaired persons using Telephone Devices for the Deaf (TDDs) or similar devices to communicate freely with the hearing population not using TDDs and vice versa. The Company does not impose any charge to end users for access to DPRS, however, persons using this service are liable for applicable per-call charges specified in the Company's tariffs. The Company will provide, at cost, a TDD device to each individual who is certified as deaf or severely hearing or speech impaired by a licensed physician, audiologist or qualified state agency.

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## 7. END USER NETWORK ACCESS SERVICES

### 7.2 Access to Public Switched Network Services (Cont'd)

- F. End User Network Access services may not be used to originate calls to Community Information Services (and similar services for which a charge is imposed in addition to the ordinary local usage charge) offered by other licensed Exchange Service providers within the Customer's local calling area.
- G. End User Network Access services are provided through a Terminal Interface at a Company-designated Point of Connection, or through a standard demarcation point established by another service provider. The Customer is responsible for providing the appropriate transmission facilities, cabling or wiring between the Point of Connection or demarcation point and its premises. Depending upon the service ordered by the Customer, there may be a choice of Terminal Interfaces. In such cases, the Customer is responsible for specifying a Terminal Interface which is compatible with the Customer-provided transmission facilities, cabling, wiring, or terminal equipment.
- H. Each End User Network Access service corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

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## 7. END USER NETWORK ACCESS SERVICES

### 7.2 Access to Public Switched Network Services (Cont'd)

#### 7.2.1 Interconnection of Interstate Facilities

Users may interconnect communications facilities that are used in whole or in part for interstate communications to End User Network Access services 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).

#### A. Points of Connection

- 1) Services terminate at a Point of Connection established by the Company. The Point of Connection will ordinarily be located in the same building as the Customer's or User's Premises; however, a Customer may elect to be served by a Point of Connection in a different building, in which case the Customer is responsible for providing or obtaining, at its own expense, the necessary wire or cable to connect its Premises to the Point of Connection. In a multi-tenant building, the Point of Connection will ordinarily be established in a common area of the building such as an equipment room or wire closet. Customers may connect their transmission facilities, cabling, wiring or terminal equipment to the Company's network at the Point of Connection.
- 2) The Company will establish a Point of Connection upon request within a building, campus, or other Customer premises located in a Company-served exchange area, if in the Company's opinion it can recoup its up-front capital cost, ongoing operational cost and provide a fair return to shareholders from the revenue stream derived from the new Point of Connection. A Point of Connection may be established at any location where the preceding conditions are not satisfied, subject to the rates, terms, and conditions applicable to Special Construction as specified in this tariff.

7.3 Reserved for Future Use

7.4 Reserved for Future Use

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## 7. END USER NETWORK ACCESS SERVICES

### 7.5 LATA Calling Services

#### 7.5.1 Description

LATA Calling Services allow for the origination from listed exchanges and termination of calls within local and toll calling areas as defined below. Local and Toll calling plans are provided in conjunction with connection to the Company's network via the access lines listed:

- PrimePath Service
- PrimeXpress Network Service
- PrimeNBX Service
- PrimePathNBX Service
- PrimePath Easy Rate

#### 7.5.2 Timing of Messages

- A) Unless otherwise indicated, all calls are timed in 6 (six) second increments following the first 18 (eighteen) seconds.
- B) For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- C) For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.
- D) Call timing ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.
- E) Calls originating in one time period and terminating in another will be billed the rates in effect at the beginning of six second increments.
- F. Time of Day Designations
  - Day Hours: 8:00am to 5:00pm
  - Evening Hours: 5:00pm to 11:00pm
  - Night Hours: 11:00pm to 8:00am and Weekends

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7. END USER NETWORK ACCESS SERVICES

7.5 LATA Calling Services (Cont'd)

7.5.3 Local Calling

A) Rating of Calls

Local Calling is billed on a flat rated basis. Rates for PrimePath Business Lines, PrimeXpress Network Service, PrimePath NBX lines include Local Calling Service.

B) Exchange Areas

An exchange is a geographically defined area established by the Company for the administration of telecommunications service. TCG South Florida provides local calling and IntraLATA calling capability in the South Florida area consistent with the local calling areas as defined by BellSouth.



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## 7. END USER NETWORK ACCESS SERVICES

### 7.6 Network Access Line Services

The provision of Network Access Line service at the rates, charges, terms and conditions shown is subject to the provision of other sections of this Tariff.

#### 7.6.1 Provision of Equipment and Facilities

- A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in the tariffs of the Company. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, 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.
- C) The Company may substitute, change or rearrange any equipment or facility at time and from time to time, but shall not thereby degrade the technical parameters of the service provided the Customer.
- D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer or User when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer or User.

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7. END USER NETWORK ACCESS SERVICES

7.6 Network Access Line Services (Cont'd)

7.6.1 Provision of Equipment and Facilities (Cont'd)

F) The Company shall not be responsible for the installation, operation, or maintenance of any user provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to the tariffs of the Company, the responsibility of the Company shall be limited to the furnishing of facilities offered under the tariffs of the Company and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- 1) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission;  
or
- 2) the reception of signals by Customer-provided equipment.

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8. RESERVED FOR FUTURE USE

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## 9. PRIMEPLUS INTRALATA TOLL SERVICE

### 9.1 Description

IntraLATA toll service is furnished for telephone communication between telephones in different local calling areas within the same LATA in accordance with the regulations and schedules of charges specified in this tariff. A LATA is an area defined in the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0191.

The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided.

#### 9.1.1 Rating of Calls

Rating of IntraLATA toll calls is based on the duration of the call. Call duration is based on regulations found in Section 7. IntraLATA rates between points are based on the airline distance between rate centers. In general, each point is designated as a rate center; certain small towns or localities are assigned adjacent rate centers with which they are closely associated for communication purposes or by community of interest.

IntraLATA calling is offered by the Company to business Customers under the retail product name "PrimePlus".

### 9.2. Rates and Charges

Refer to the Price List

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9. PRIMEPLUS INTRALATA TOLL SERVICE

9.3 PrimePlus Usage Discount

Customers who commit to 1, 2, or 3 year term commitments are eligible to receive the discounts shown below on their PrimePlus usage charges. Discounts are calculated based on the term commitment and are applied to the total amount of qualifying revenue in a billing period.

At the end of the Customer's term commitment, the Customer will convert to month-to-month pricing at tariff rates in effect at that time. For services requiring a one-year term commitment, the Customer will receive one-year term rates at tariff rates in effect at that time unless the Customer notifies the Company in writing thirty (30) days prior to the expiration of the Customer's term plan of their intent to discontinue service.

Customers who discontinue service prior to the end of their term commitment will be assessed an early termination charge equal to their average monthly usage charges times the number of months remaining on their term commitment. The average monthly usage will be determined by calculating the Customer's PrimePlus usage charges for the first six full months of service and dividing by six. If the Customer has been in service less than six months, the average monthly usage will be determined by calculating the Customer's total usage charges and dividing by the number of months the Customer has been in service. Customers may discontinue service prior to the end of their term commitment without liability if they migrate to another Company local service offering with a term commitment equal to or greater than their current term commitment. Customers whose PrimePlus monthly usage exceeds \$100,000.00 will not be eligible for discounts under this plan.

	<u>Term Commitment</u>		
	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Usage Discount	8%	10%	12%

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## 10. PRIMEPATH SERVICE

### 10.1 Description

PrimePath Service provides a Customer with one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time. PrimePath Service is provided for connection of Customer-provided single-line terminal equipment such as station sets or facsimile machines. PrimePath Service is offered in either Business Line, Key Line or Business Trunk configuration.

### 10.2 Service Charges

Non recurring Service Order charges apply to various Customer requests on a per order basis including requests for ordering, connecting, installing, changing or moving of telecommunications services that relate to business lines, key lines, or business trunks. Service Order charges will apply to initial service orders and subsequent orders on a per request basis.

In addition to the standard Service Order Charge, the following charges will apply for applicable work performed by the Company.

#### 10.2.1 Feature Change without Dispatch

Non-recurring charges which do not require dispatch of company personnel to change a feature or group of features on a per request basis on an existing TCG service. Feature changes are those that affect the functionality or characteristics of telecommunication services for business lines, key lines, or trunks.

#### 10.2.2 Multiple Feature Change with Dispatch

Non-Recurring charges which require dispatch of company personnel to a single site to change a feature or group of features on per site and per hour basis. Feature changes are those that affect the functionality or characteristics of telecommunication services for business lines, key lines, or trunks. Charges are rounded to the nearest work hour with a one hour minimum charge.

Minimum Feature Change w/Dispatch: \$125.00/hour

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10. PRIMEPATH SERVICE

10.2 Service Charges (Cont'd)

10.2.3 Line Move or Add with Dispatch

Non-Recurring charges which requires dispatch of company personnel to a single site to move or add telecommunications services to an existing TCG business line, key line, or business trunk service on a per site and per hour basis. Adds and moves of business lines, key lines or trunks pertain to these charges. Charges are rounded to the nearest work hour with a one hour minimum.

Line Move or Add with Dispatch: \$125.00/hour

10.2.4 Record Order Charge

Non-Recurring charges associated with maintaining information for billing services. Changes to such information will be charged a record order charge on a per request basis.

Record Order Charge: \$20.00/request

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## 10. PRIMEPATH SERVICE

### 10.4 Key Lines

Key Lines are analog lines designed to be used with Customer provided key system equipment. Calling features are not available with Key Lines.

### 10.5 Business Trunks

Business Trunks are designed to handle high traffic volumes associated with connection to Customer provided Private Branch Exchange (PBX) equipment or capable Key System. The Customer may opt to utilize Business Trunks for outgoing calls only (DOD), incoming calls to an attendant (One-way in Local Trunk), incoming calls without utilizing an attendant (DID) or a combination of both inbound and outbound calls. When the Customer elects to utilize Business Trunks for both inbound and outbound calls, they may choose Combo service (Two-way Combo) which allows incoming calls to an attendant only or they can elect to utilize DID/DOD service which allows incoming calls to be terminated directly to an End User behind a PBX or capable Key System. When DID or DID/DOD service is ordered, direct inward dialing (DID) numbers must be purchased from the Company.

### 10.6 Rates and Charges

Refer to the Price List.



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## 10. PRIMEPATH SERVICE

### 10.7 PrimePath Easy Rate

PrimePath Easy Rate is a business line package that includes PrimePath business lines with unlimited local usage, Touch Tone, and a set of optional features for a single monthly recurring price. Prime Path Easy Rate is limited to PrimePath analog business lines. This plan is not available on PrimePath Key Lines, PrimePath Trunks, Prime Digital Trunks, PrimeXpress, PrimePlex, PrimeConnect or any services on INCS, Integrated Access, AT&T AccuRing, AT&T UltraAvailable Ring, DEF, or any other local service offering.

Customers must meet the following eligibility criteria and adhere to the restrictions in order to qualify for and maintain PrimePath Easy Rate service:

- A) Customers must agree to purchase a minimum of 100 PrimePath Easy Rate lines and must sign a PrimePath Easy Rate Certification Form identifying each location and telephone number that will be subscribed to the offer.
- B) PrimePath Easy Rate lines may all be in one location or may be distributed across multiple locations where this service is available.
- C) A customer's PrimePath Easy Rate lines can not be ordered or provisioned at the same location (service address) as the same customer's PrimePath Standard lines, if any.
- D) A customer's PrimePath Easy Rate charges can not be billed on the same account as the same customer's PrimePath Standard lines, if any.
- E) Customers that commit to a term rate plan for PrimePath Easy Rate must maintain all lines on the plan for the duration of the term, and are subject to a minimum retention period equal to the term commitment.

Customers with existing PrimePath Standard lines may change those lines to PrimePath Easy Rate and may add or remove features as long as all above listed criteria is met. The non-recurring Service Order Charges and any Feature Change Charges (associated with features included in the PrimePath Easy Rate offer) will be waived at the time of the change from PrimePath Standard lines to PrimePath Easy Rate. Future changes will result in the billing of standard non-recurring charges as listed in this tariff.

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10. PRIMEPATH SERVICE

10.7 PrimePath Easy Rate (Cont'd)

Customers are required to pay the monthly recurring charge as specified below whether or not any or all optional features are activated. The monthly recurring line charge includes unlimited local calling, Touch Tone service, and the following optional features: Caller ID (number only), Call Waiting, Call Forwarding Busy, Call Forwarding No Answer, Call Forwarding Variable, Remote Access to Call Forwarding, Three-Way Calling, Speed Calling 8, Repeat Dialing, Call Return, Call Blocking and Hunting. Features that are not included in the PrimePath Easy Rate offer may be added for the additional standard monthly recurring and/or non-recurring charges as listed in this tariff.

10.7.1 Monthly Recurring Charge

Refer to the Price List.

ISSUED: April 8, 2009  
EFFECTIVE: April 9, 2009  
Carol Paulsen, Director

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## 11. PRIMEXPRESS NETWORK SERVICE

### 11.1 Description

PrimeXpress Network Service provides dedicated connections from an end user's premises to Business Calling Service and to services provided by interexchange carriers that have interconnected to the Company's switch. PrimeXpress Network Service is delivered to the Customer premise at a DS1 (1.544 Mbps) rate. A PrimeXpress facility may be provided as a stand-alone service or provisioned over an existing or new AT&T ACCU-Ring facility or Ultravailable Ring (UVN) facility. PrimeXpress Network Service is available on a 1, 2 or 3 year term commitment.

The Customer may opt to utilize PrimeXpress Network Service for outgoing calls only (DOD), incoming calls only (DID) or a combination of both inbound and outbound calls. When the Customer elects to utilize PrimeXpress Service for both inbound and outbound calls, they may choose Combo service which allows incoming calls to an attendant only or they can elect to utilize DID/DOD service which allows incoming calls to be terminated directly to an End User behind a PBX or capable Key System. When DID or DID/DOD service is ordered, direct inward dialing (DID) numbers must be purchased from the Company.

PrimeXpress Network Service trunks configured for Inbound and Outbound calling functionality that, upon detection by The Company, exceeds 200,000 MOU, and attains 100% utilization for inbound calling will be subject to the rates, terms and conditions for the PrimeXpress High Volume Inbound Calling option, PrimeConnect, listed below. All End User equipment connecting to PrimeXpress Network Service must meet F.C.C. Part 68 requirements and be technically compatible with the parameters delineated herein. PrimeXpress Network Service is offered with the options of DTMF or MF signaling pulse and wink start or Immediate start trunk signaling.

Customers who terminate a term commitment for a stand-alone PrimeXpress facility and purchase a PrimeXpress facility provisioned on a new or existing AT&T ACCU-Ring facility or Ultravailable Ring (UVN) facility for a term equal or greater to the time remaining on their current PrimeXpress term commitment will not be liable for early termination charges as shown above.

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Carol Paulsen, Director

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## 11. PRIMEXPRESS NETWORK SERVICE

### 11.2 PrimeXpress High Volume Inbound Calling Option: PrimeConnect

Digital PrimeXpress Network Service can be configured to support high volumes of inbound calling. PrimeConnect is the High Volume Inbound Calling option that: 1) supports a maximum of two rate centers per DS1 facility or T1 trunk, 24 DSO's, within the TCG designated service area, 2) supports inbound calling only, 3) equals or exceeds an average call duration of 10 minutes per call, 4) equals or exceeds CCS loading of 32 CCS, and 5) equals or exceeds 200,000 MOU per month. The Customer will be charged rates for PrimeConnect Service. The Company reserves the right to audit the Customer's PrimeXpress usage for the above conditions.

The Customer is required to subscribe to a sufficient number of DS1 trunks at a maximum usage of 400,000 MOU so as to not degrade the TCG network below an incoming call completion rate of 99%. The call completion rate is based on an average of the busy hours occurring during the Customer's busiest hours during the billing cycle. Once the service has been established, the Company may require the Customer to increase the number of PrimeConnect Network trunks to satisfy the call completion criteria listed above.

#### 11.2.1 PrimeConnect Customer Access Requirements:

PrimeConnect supports inbound calling only, and does not include outbound calls to Operator Assisted Services, Special Service Codes, Special Access Codes or Carrier Access Codes. The Customer is responsible for securing individual business lines, or other appropriate facilities, to access these services and/or codes, including:

- Conference Calls,
- Calls to Special Service Codes including 500, 700, 900, 976, N11 (where N=2-9) or other special service codes that may be created, or
- Calls to 0 and 00

PrimeConnect is intended solely for the purposes of providing local and intraLATA non-toll access into a Customer's location. In the event that local and intraLATA non-toll calls placed into a Customer's location become subject to additional charges imposed by connecting carriers or by regulation, the Company reserves the right to modify the facility rate charges for traffic into the location upon 30 days written notice to the Customer. The Customer has the option to accept the rate change(s) or terminate the contract without penalty, unless specifically bound to specific commitments associated with capital recovery, special construction, or other issues written into the Customer's contract or agreement with the Company over and above the normal terms and conditions of the contract or agreement.

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Carol Paulsen, Director

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## 11. PRIMEXPRESS NETWORK SERVICE

### 11.3 Incoming Call Redirect Option

Incoming Call Redirect (ICR) provides automated redirection of incoming calls to a pre-designated back-up site during T1 or PBX failures or when all trunks are busy. This option is available with PrimeXpress Network Service, PrimePlex PRI Service or Prime Digital Trunk Service only.

ICR can redirect all or only pre-selected DID numbers, depending on the Customer's application. Calls are redirected to another set of telephone numbers (Destination Numbers), and can route to the LEC trunks at the same location or distant locations. A separate route index will be set up for the redirection of selected DID numbers. Redirected calls will route to a single number at the pre-designated back-up site, and will deliver the original calling number if the back-up site is configured for PRI and Calling Party Number. It is the responsibility of the Customer to obtain any necessary permissions for the use of any Destination Number.

If ICR is ordered in two or more sites that provide back up to one another, the back up telephone number cannot be a number which can be redirected.

ICR is limited to a maximum of ten simultaneous redirected calls per T1, a maximum of twenty four simultaneous calls for trunk groups of one to four T1's, and a maximum of forty eight simultaneous calls for trunk groups of five T1's or more. A maximum of two (2) trunk groups per location can be equipped with ICR.

Customers will be responsible for all usage charges associated with redirected calls.

#### 11.3.1 Application of Rates

Incoming Call Redirect rates consist of a non-recurring and a monthly recurring charge per T1, a local usage charge per redirected call, and a nonrecurring charge per change or group of changes requested in a Customer's listing of Redirected Numbers or Destination Numbers.

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Carol Paulsen, Director

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## 11. PRIMEXPRESS NETWORK SERVICE

### 11.4 Termination Liability

Upon the Customer's discontinuance of PrimeXpress facilities prior to the expiration of the agreed upon term, the termination liability with regard to facilities will be equal to the monthly charge times the number of months remaining on the contract - discounted for present value of 6%.

Customers who terminate a term commitment for a stand-alone PrimeXpress facility and purchase a PrimeXpress facility provisioned on a new or existing AT&T ACCU-Ring facility for a term equal or greater to the time remaining on their current PrimeXpress term commitment will not be liable for early termination charges as shown above.

### 11.5 Rates and Charges

Refer to the Price List.

- A. DOD or Combo Trunks with Flat Rate Local Calling Stand alone
  - 1) Incoming Call Redirect Option
- B. DOD or Combo Trunks with Flat Rate Local Calling Provisioned on AT&T ACCU-Ring facility\*
- C. DID or DID/DOD Trunks - Stand alone
  - 1) Incoming Call Redirect Option
- D. DID Numbers
  - Block of 20 numbers: \$3.00 per block, per month
  - Block of 100 numbers: \$15.00 block, per month
- E. DID Numbers
  - Initial block of 20 numbers \$3.05 per block, per month
  - Add'l block of 10 numbers \$1.55 per block, per month

\*Also requires an AT&T ACCU-Ring facility and multiplexing

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Carol Paulsen, Director

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## 12. PRIME DIGITAL TRUNK SERVICE

### 12.1 Description

Prime Digital trunk (PDT) is a fractional digital switched service that provides trunk connections from an end user's Private Branch Exchange or capable Key System to the Company Switch Port. Prime Digital Trunk is delivered via a DS1 (1.544 Mbps) facility providing up to 23 voice-grade DS0 communications channels. Prime Digital Trunk is available on a month-to-month basis or on a 1, 2, or 3 year term commitment.

The Customer may opt to utilize Prime Digital Trunk service for outgoing calls only (DOD), incoming calls only (DID), or a combination of both inbound and outbound calls. When the Customer elects to utilize Prime Digital Trunk for both inbound and outbound calls, they may choose Two-Way service which allows incoming to an attendant only or they can elect to utilize DID/DOD service which allows incoming calls to be terminated directly to an end user behind a PBX or capable Key System. When DID or DID/DOD service is ordered, direct inward dialing (DID) numbers must be purchased from the Company.

Per subscribed Rate Center, the Customer is required to subscribe to sufficient number of trunks or channels so as not to degrade the Company's network below an incoming call completion rate of 99 percent. The call completion rate is based on an average of the busy hours occurring during the Customer's busiest hours during the billing cycle. Once the service has been established, the Company may require the Customer to increase the number of PDT trunks or channels to satisfy the call completion criteria listed above.

### 12.2 Rate Regulations

The following rate elements apply to Prime Digital Trunk service:

- A. Per Active Channel (PAC) charge - monthly recurring charge applicable to each active DS0 channel. A minimum of 12 PACs must be ordered per PDT facility.
- B. Non-recurring installation charges are applicable for each DS0 channel.

See the Price List for local and intraLATA toll calling rates associated with PDT service.

### 12.3 Rates and Charges

Refer to the Price List.

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Carol Paulsen, Director

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## 13. INTEGRATED PRIME SERVICE\*

\*The Integrated PrimePath NBX service component is not available, either under this tariff section or through any TCG Contract Tariff or contract referencing this tariff section, to new or existing Customers who did not have it on order on or before April 29, 2004. Existing term plan Customers with contracts for Integrated PrimePath NBX in effect or on order prior to April 29, 2004 may continue under their existing terms and conditions and may move, add or change stations at their existing locations, but may not add new locations unless otherwise specified in their contracts. Customers with contracts that expired on or before April 29, 2004 will be placed on month-to-month tariff rates upon the effective date of this tariff, subject to the termination schedule stated below. Customers with contracts that expire after April 29, 2004 will be placed on month-to-month tariff rates upon the expiration of their existing contract, unless otherwise specified in the contract, subject to (and unless otherwise provided in) the termination schedule stated below. Integrated PrimePath NBX services will be terminated based on the schedule set forth below:

- 1) Customers with contracts that expired on or before April 29, 2004 will have two (2) years from April 29, 2004 to migrate to a different service, as their service will be terminated on that date.
- 2) Customers with contracts expiring in 2004 or 2005 will have two (2) years from contract expiration to migrate to a different service, as their service will be terminated on that date.
- 3) Customers with contracts expiring in 2006 will have one (1) year from contract expiration to migrate to a different service, as their service will be terminated on that date.
- 4) Customers with contracts expiring in 2007 or beyond must migrate to a different service on or before contract expiration, as their service will be terminated on contract expiration.

Early termination penalties will be waived for Integrated PrimePath NBX customers wishing to terminate their Integrated PrimePath NBX service and migrate to a different service prior to their contract expiration.



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Carol Paulsen, Director

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### 13. INTEGRATED PRIME SERVICE

#### 13.1 Description

Integrated Prime Service provides Local Voice Services on a Customer's spare capacity AT&T channelized Static Integrated Network Access (SINA) or Frame Relay T1 or Frame Relay T1 access channels. The SINA or Frame Relay T1 or Frame Relay T1 access arrangement will include Local Prime Services via Integrated PrimePath Lines and Trunks, Integrated PrimePath NBX analog lines and Integrated Prime Digital Trunks. The service provides direct inward dialing capability as well as outward calling capabilities. Service charges are billed on a monthly basis, and are based on the service area in which the Customer is located. The features and corresponding rates available for use with PrimePath, PrimePath NBX and Prime Digital Trunks are also available for use with Integrated Prime Service. Monthly recurring and non-recurring line charges are shown below. There is no minimum channel size requirement for Integrated Prime Service.

Integrated PrimePath services provide a Customer with one or more analog, voice-grade telephonic communications channel(s) that can be used to place or receive one call at a time. Integrated PrimePath is provided for connection to Customer-provided single-line terminal equipment such as station sets or facsimile machines. Integrated PrimePath is offered as either business lines, key lines, or business trunks. Customers utilizing Integrated PrimePath services must subscribe to a sufficient number of access lines to handle adequately the volume of traffic offered (received or originated) without interfering with any of the services offered by the Company.

Integrated Prime Digital Trunks (PDT) is a fractional digital switched service that provides trunk connections from an end user's Private Branch Exchange or capable Key System to the Company Switch Port. The Customer may opt to utilize Integrated PDT service for outgoing calls only (DOD), incoming calls only (DID), or a combination of both inbound and outbound calls. When the Customer elects to utilize Integrated PDT for both inbound and outbound calls, they may choose Two-Way service which allows incoming to an attendant only or they can elect to utilize DID/DOD service which allows incoming calls to be terminated directly to an end user behind a PBX or capable Key System. When DID or DID/DOD service is ordered, direct inward dialing (DID) numbers must be purchased from the Company. Per subscribed Rate Center, the Customer is required to subscribe to sufficient number of trunks or channels so as not to degrade the Company's network below an incoming call completion rate of 99 percent. The call completion rate is based on an average of the busy hours occurring during the Customer's busiest hours during the billing cycle. Once the service has been established, the Company may require the Customer to increase the number of Integrated PDT trunks or channels to satisfy the call completion criteria listed above.

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Carol Paulsen, Director

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### 13. INTEGRATED PRIME SERVICE

#### 13.1 Description (Cont'd)

Integrated PrimePath NBX is a central office-based analog communications Centrex service available to customers who do not wish to own and operate a PBX. Features and functions normally resident in the PBX are resident in the central office switch (DMS and 5ESS), and are subscribed to by the customer. Rather than purchasing DID/DOD trunks and numbers between the Local Serving Office (LSO) and a PBX, the customer subscribes to AT&T's CO-based service. The service provides direct inward dialing capability.

Customers subscribing to this service must have AT&T channelized SINA T1 or Frame Relay T1 with spare channels and M24 Multiplexing, and must have CPE Multiplexor equipment that provides voice trunk and/or channel signaling.

13.1.1 Channel Bank is not included with Integrated Prime Service.

- A. For AT&T Integrated Prime Digital Trunks, The Customer's M24/Channel Bank must provide a T1 interface to the Customer's digital trunk interface in the PBX.
- B. For AT&T Integrated PrimePath Trunks, Customer's M24/Channel Bank must provide DS-0 analog connections to an analog trunk card. The Local Network Service interface to the customer will be the SINA T1 or Frame Relay T1 interface.
- C. For AT&T Integrated PrimePath Lines and AT&T Integrated PrimePath NBX analog lines, Customer's M24/Channel Bank must provide individual analog line side interface to each of the customer's station equipment such as single line telephone sets. The Local Network Service interface to the customer will be the SINA T1 or Frame Relay T1 interface.
- D. Customers subscribing to this service are required to pay the monthly recurring rates for Integrated Prime Service as specified in the Price List whether or not all implemented, optional, or enhanced features are activated at the time of initial installation of Integrated Prime Service. A non-recurring charge will apply when a customer elects to activate any implemented or optional feature subsequent to initial installation. Optional features carry an additional monthly recurring charge and an additional initial installation fee.
- E. A customer may elect to subscribe to Integrated Prime Service optional features at initial installation or subsequent to initial installation, subject to the applicable recurring and additional non-recurring charges.

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Carol Paulsen, Director

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## 13. INTEGRATED PRIME SERVICE

## 13.1 Description (Cont'd)

## 13.1.1 (Cont'd)

- F. If the service is terminated in whole or in part by the customer after initial installation, but prior to the completion of the service period, the customer shall be liable for the charges applicable for the remaining contract period. The formula for such charges is number of lines times number of months remaining times line rate.
- G. If customer adds lines after initial installation during the time of the contract and these additional lines consist of less than or equal to 50% of the original order, the additional lines are contracted at the same rate as the initial lines, but the contract termination date shall be the original contracted date.
- H. If customers adds lines after installation during the time of the contract and these additional lines in total consist of more than 50% of the original order, then a new contract must be executed with a new termination date and at the current tariffed rate for all lines.
- I. Customers relocating within the same TCG metropolitan service area where Integrated Prime Service is available may continue on the same contract, subject to additional installation and service order charges.
- J. Customers extending service beyond the contract period without a new contract will automatically renew on a month-to-month basis at the highest available line, feature and usage rates associated with Integrated Prime Service.

## 13.2 Rates and Charges

Refer to the Price List

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Carol Paulsen, Director

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14. RESERVED FOR FUTURE USE

ISSUED: April 8, 2009  
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Carol Paulsen, Director

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15. RESERVED FOR FUTURE USE

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Carol Paulsen, Director

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## 16. PRIMENBX SERVICE\*

\*PrimeNBX term plans are not available, either under this tariff section or through any TCG Contract Tariff or contract referencing this tariff section, to new or existing Customers who did not have it on order on or before September 1, 2004. Customers purchasing a PrimeNBX Month to Month plan may do so until November 30, 2004. Existing term plan Customers with contracts for Prime NBX in effect or on order prior to September 1, 2004 may continue under their existing terms and conditions and may move, add or change stations at their existing locations, based on availability of existing facilities, but may not add new locations unless otherwise specified in their contracts. Customers with contracts that expired before June 27, 2006 will be placed on month-to-month tariff rates upon the expiration of their existing contract, unless otherwise specified in the contract, subject to (and unless provided in) the termination schedule stated below. Customers with contracts that expire after June 27, 2006 will be allowed either to choose to keep their contract rate up to and including July 31, 2011, subject to the limitations on move adds, and changes described above, or to choose to change to month-to-month rates, subject to the schedule stated below:

- 1) Customers with expired contracts, who are presently receiving service on a month-to-month basis, will have until July 31, 2011, to migrate to a different service, as their service will be terminated on that date. There will be no contract renewals for customers with expired contracts or who have terminated service.
- 2) Customers with contracts that expire after December 15, 2007 will have until July 31, 2011, or until their contract termination date, whichever is later, to migrate to a different service, as their service will be terminated on that date.

Early termination fees will be waived for PrimeNBX customers wishing to terminate their PrimeNBX service and migrate to a different service prior to their contract expiration.

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Carol Paulsen, Director

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## 16. PRIMENBX SERVICE

### 16.1 Description (Cont'd)

PrimeNBX Service is a business access line service providing central office based functionalities in addition to access to the Public Switched Network. PrimeNBX lines are available in analog or digital formats depending on the type of Customer premises equipment used. PrimeNBX allows intercommunication service on a 4-digit basis in addition to access to and from the exchange network without Customer attendant assistance. PrimeNBX lines are assigned a 7-digit telephone number and are provided with Direct Inward Dialing (DID) and Automatic Identification or Outward Dialing. PrimeNBX lines must be ordered at a minimum of 6 lines.

Customers may opt to utilize a Carrier Access Port Connection, which enables their Interexchange traffic to be routed between the Company's switch and the Customer's chosen Interexchange carrier via a dedicated DS0 or DS1 circuit. In such cases, the Customer's chosen Interexchange carrier will arrange for a DS0 or DS1 transport facility between its network and the Company's switch. For terminating the dedicated DS0 or DS1 facility at the Company's switch, the Company will charge the Customer nonrecurring and monthly recurring PrimeNBX Port charges.

### 16.2 PrimeNBX Features

The following line and system features are included with PrimeNBX at no additional cost where facilities permit. Additional features will be provided on an individual case basis.

#### 16.2.1 Standard Line Features

##### A. Call Forwarding

Call Forwarding - Busy Provides for the forwarding of all calls attempting to terminate at a busy line to be forwarded to a predetermined line within a Customer system or outside the system.

Call Forwarding - Don't Answer Provides for the forwarding of all calls attempting to terminate at a line which is not answered within a set number of rings to be forwarded to a predetermined line within a Customer system.

Call Forwarding - Don't Answer / Enhanced Provides for the forwarding of all calls attempting to terminate at a line which is not answered within a set number of rings to be forwarded to a predetermined line either within a Customer system or outside the system.

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Carol Paulsen, Director

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## 16. PRIMENBX SERVICE

## 16.2 PrimeNBX Features (Cont'd)

## 16.2.1 Standard Line Features

## A. Call Forwarding (Cont'd)

Call Forwarding - Variable When activated at a line by a Customer, provides for the forwarding of all calls attempting to terminate at that line to another Customer specified line within a Customers' system or outside the system.

Call Forwarding - Variable/Remote Activation Provides a PrimeNBX line with the capability of changing a call forwarding arrangement from a dual tone multi frequency telephone (Touch-Tone), outside the PrimeNBX group. Authorization codes are required to make such a change.

- B. Call Hold - Allows the user to hold one call for any length of time provided that neither party goes on-hook.
- C. Call Park - Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.
- D. Call Pickup - Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a Customer group.
- E. Call Transfer - Allows a station line user to transfer any established call to another station line inside their Customer group without the assistance of the attendant.



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Carol Paulsen, Director

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## 16. PRIMENBX SERVICE

### 16.2 PrimeNBX Features (Cont'd)

#### 16.2.1 Standard Line Features

F. Call Transfer-Enhanced - Allows a station line user to transfer any established call to another line inside or outside the Customer group without the assistance of an attendant.

#### G. Call Waiting

Call Waiting / Cancel - Allows a Call Waiting Customer to cancel this feature for one call through the use of a cancel call waiting code.

Call Waiting Dial - Permits a station line to impose call waiting on a busy station line by dialing the call waiting feature activation code, followed by the station number. This feature is an originating line feature that is applicable to calls within the established user group only.

Call Waiting - Incoming Allows an incoming call to a busy station line to be held waiting while a signal is directed towards the busy station line user.

Call Waiting IntraGroup - Permits both incoming calls and calls originating from within the system to activate the call waiting feature.

Call Waiting Originating - Allows a station line user to impose call waiting on a busy station line.

#### H. Directed Call Pickup

Directed Call Pickup with Barge-in - Allows a station line user to answer a call that is ringing any other line within the same Customer group. If the called station line has already been answered, the initiating station line may barge-in to the answered call and be connected into a 3-way call.

Directed Call Pickup without Barge-in - Allows a station line user to answer a call that is ringing any other line within the same Customer group. If the called station line has already been answered, the initiating station line will be connected to a reorder tone.

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Carol Paulsen, Director

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## 16. PRIMENBX SERVICE

## 16.2 PrimeNBX Features (Cont'd)

## 16.2.1 Standard Line Features (Cont'd)

I. Distinctive Call Waiting Tones - Permits a called station line user to determine whether an incoming waiting call is external or internal to the Customer group by providing different tone cadences for both occurrences

J. Distinctive Ringing Allows a unique pattern of ringing to permit the station line user to distinguish between IntraGroup and DID calls.

K. Line Hunting

Circular Allows a call directed to a busy station configured in a circular hunt arrangement, to be directed to any station within the group until such time as a station becomes available.

Terminal Routes a call in a prearranged linear pattern until it reaches the last number in the series. If that last number is busy, the incoming caller receives a busy signal.

L. Speed Calling - Individual 8 Number List - Permits the station line user to dial selected numbers by using fewer digits than normally required. This is accomplished by assigning of abbreviated codes to frequently called numbers. The list is dedicated to the individual station line user.

M. Station Message Detail Recording - Direct Output (Basic) - Permits the capturing of call detail information by the switch and passing this information to a call accounting system.

N. Three-Way Calling - Allows a station line user to add an internal third party to an existing conversation.

O. Touch Tone (DTMF) - Provides for the origination of calls by means of instruments equipped for tone-type address signaling over special central office facilities.

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## 16. PRIMENBX SERVICE

### 16.2 PrimeNBX Features (Cont'd)

#### 16.2.2 Standard System Features

- A. Automatic Identified Outward Dialing - A feature that automatically provides you with an accurate record of all toll calls made by each line.
- B. Automatic Route Selection - Basic - This is a preset pattern of routing calls originated by a PrimeNBX station user to selected Interexchange carriers or dedicated facilities.
- C. Direct Inward Dialing - Allows Incoming calls from the local exchange and long distance networks to reach an individual line or group of lines in the system without the assistance of an attendant.
- D. Direct Outward Dialing - Permits lines of the system to gain access to the local exchange and long distance network without the assistance of an attendant by dialing an access code.
- E. Intercept - Routes incoming exchange calls made to a non-working Digital PrimeNBX line to an announcement machine.
- F. Line Treatments - Provides the capability to allow or deny individual station line features. The treatments can be arranged to control all calls originating or terminating on station lines.
- G. Loudspeaker Paging Access - Permits station line users to access Customer-provided loudspeaker paging equipment by dialing an access code. The Customers equipment will dictate the type of termination that is provided by TCG. One access method could be the termination of a PrimeNBX Service line on a standard jack interface. This assumes the paging equipment has a line card termination. In this method of operation users would dial the PrimeNBX line for access to the paging facilities. Another method of access to paging equipment is a four wire trunk side dedicated leased line which requires an access level or dial code in the PrimeNBX. Users will dial this to access the paging equipment
- H. Station-to-Station Calling - Allows Customer group stations to complete calls to other stations without the assistance of an attendant.

### 16.3 Rates

Refer to the Price List.

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Carol Paulsen, Director

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## 17. PRIMEPATH NBX SERVICE\*

\*PrimePath NBX is not available, either under this tariff section or through any TCG Contract Tariff or contract referencing this tariff section, to new or existing Customers who did not have it on order on or before April 29, 2004. Existing term plan Customers with contracts for PrimePath NBX in effect or on order prior to April 29, 2004 may continue under their existing terms and conditions and may move, add or change stations at their existing locations, based on availability of existing facilities, but may not add new locations unless otherwise specified in their contracts. Customers with contracts that expired on or before April 29, 2004 will be placed on month-to-month tariff rates, subject to the termination schedule stated below. Customers with contracts that expired before June 27, 2006 will be placed on month-to-month tariff rates upon the expiration of their existing contract, unless otherwise specified in the contract, subject to (and unless provided in) the termination schedule stated below. Customers with contracts that expire after June 27, 2006 will be allowed either to choose to keep their contract rate up to and including July 31, 2011, subject to the limitations on move adds, and changes described above, or to choose to change to month-to-month rates, subject to the schedule stated below.:

- 1) Customers with expired contracts, who are presently receiving service on a month-to-month basis, will have until July 31, 2011, to migrate to a different service, as their service will be terminated on that date. There will be no contract renewals for customers with expired contracts or who have terminated service.
- 2) Customers with contracts that expire after December 15, 2007, will have until July 31, 2011, or until their contract termination date, whichever is later, to migrate to a different service, as their service will be terminated on that date.

Early termination fees will be waived for PrimePath NBX customers wishing to terminate their PrimePath NBX service and migrate to a different service prior to their contract expiration.

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Carol Paulsen, Director

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## 17. PRIMEPATH NBX SERVICE

## 17.1 Description

PrimeNBX Service is a business access line service providing central office based functionalities in addition to access to the Public Switched Network. PrimeNBX lines are available in analog or digital formats depending on the type of Customer premises equipment used. PrimeNBX allows intercommunication service on a 4-digit basis in addition to access to and from the exchange network without Customer attendant assistance. PrimeNBX lines are assigned a 7-digit telephone number and are provided with Direct Inward Dialing (DID) and Automatic Identification or Outward Dialing. PrimeNBX lines must be ordered at a minimum of 6 lines. Rates for PrimeNBX Service lines are listed in the Price List.

Customers may opt to utilize a Carrier Access Port Connection, which enables their Interexchange traffic to be routed between the Company's switch and the Customer's chosen Interexchange carrier via a dedicated DS0 or DS1 circuit. In such cases, the Customer's chosen Interexchange carrier will arrange for a DS0 or DS1 transport facility between its network and the Company's switch. For terminating the dedicated DS0 or DS1 facility at the Company's switch, the Company will charge the Customer nonrecurring and monthly recurring PrimeNBX Port charges as listed in the Price List.

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Carol Paulsen, Director

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## 17. PRIMEPATH NBX SERVICE

## 17.1 Description (Cont'd)

PrimeNBX is not available, either under this tariff section or through any TCG Contract Tariff or contract referencing this tariff section, to new or existing Customers who did not have it on order on or before April 29, 2004. Existing term plan Customers with contracts for Prime NBX in effect or on order prior to April 29, 2004 may continue under their existing terms and conditions and may move, add or change stations at their existing locations, based on availability of existing facilities, but may not add new locations unless otherwise specified in their contracts. Customers with contracts that expired on or before April 29, 2004 will be placed on month-to-month tariff rates, subject to the termination schedule stated below. Customers with contracts that expired before June 27, 2006 will be placed on month-to-month tariff rates upon the expiration of their existing contract, unless otherwise specified in the contract, subject to (and unless provided in) the termination schedule stated below. Customers with contracts that expire after June 27, 2006 will be allowed either to choose to keep their contract rate up to and including July 31, 2011, subject to the limitations on move adds, and changes described above, or to choose to change to month-to-month rates, subject to the schedule stated below:

- 1) Customers with expired contracts, who are presently receiving service on a month-to-month basis, will have until July 31, 2011, to migrate to a different service, as their service will be terminated on that date. There will be no contract renewals for customers with expired contracts or who have terminated service.
- 2) Customers with contracts that expire after December 15, 2007, will have until July 31, 2011, or until their contract termination date, whichever is later, to migrate to a different service, as their service will be terminated on that date.

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Carol Paulsen, Director

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## 17. PRIMEPATH NBX SERVICE

### 17.2 Features

#### 17.2.1 Standard Features

The following features are provisioned at no additional charge for all PrimePath NBX service lines. Standard line treatments for blocking apply.

- Call Hold
- Call Transfer\*
- Direct Inward Dialing
- Direct Outward Dialing
- Distinct Ringing Within Group
- Station Detail Billing (Automatic Identification of Outward Dialing-AIOD)
- Station to Station Dialing
- Three-Way Calling

#### 17.2.2 Implemented Features

The following features are available upon request with the PrimePath NBX service with no additional charge.

- Call Forward-Busy\*
- Call Forward-No Answer\*
- Call Forward-Variable\*
- Call Pick Up
- Call Waiting/Cancel Call Waiting
- Line Hunting-Terminal
- Message Waiting Indicator (interrupt dial tone)
- Speed Calling-8

#### 17.2.3 Other Features

- Caller ID with Name

### 17.3 Rates and Charges

Refer to the Price List.

\*Customers utilizing Call Forward-Busy, Call Forward-No Answer, Call Forward-Variable, and Call Transfer will incur any applicable usage charges based on the Customer's location and the terminating location. Usage charges will accrue until the call is ended at the terminating location.

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## 18. PRIMEPLEX PRI SERVICE

### 18.1 Description

TCG PrimePlex PRI service is an optional service arrangement for local exchange access based on the Primary Rate Interface (PRI) arrangement of the Integrated Services Digital Network (ISDN). PrimePlex PRI is a high capacity access path for communications providing voice or data transmission over the Company's exchange network. A PrimePlex PRI facility may be provided as a stand-alone service or provisioned on an existing or new AT&T ACCU-Ring facility or Ultravailable Ring (UVN) facility.

### 18.2 Regulations

#### 18.2.1 Explanation of Terms

##### A. Circuit Switching

A switching technique in which an entire circuit or, in a digital switch equipped for ISDN, a specific selection of time slots is dedicated to a given call.

##### B. PrimePlex Primary Rate Interface (PRI)

PrimePlex PRI is an alternative for individual local exchange access loop services such as Direct Inward Dialing (DID), Direct Outward Dialing (DOD), and business dial tone lines. It can also be used as loop transport for circuit switched data applications. PrimePlex PRI is provisioned on the 1.544 megabits per second (Mbps) bandwidth and uses ISDN architecture of 23 B or bearer channels and 1 D or data channel. It can also be provisioned as 24 B channels to when coupled with controlling D facilities on other PRI circuits and backup D facilities. PRI provides the Customer with the capabilities of simultaneous access, transmission, and switching of voice, data, and imaging services via channelized transport. In addition, PrimePlex PRI provides the Customer with the service capabilities and features described in 18.4 and 18.6 following.

##### C. Integrated Services Digital Network

Integrated Services Digital Network (ISDN) describes the end-to-end digital telecommunications network architecture that provides for the simultaneous access, transmission, and switching of voice, data, and imaging services. These functions are provided via channelized transport facilities over a limited number of standard user-network interfaces. The ISDN architecture consists of digital switching systems that connect Primary Rate Interface lines to their serving central office.



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Carol Paulsen, Director

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## 18. PRIMEPLEX PRI SERVICE

### 18.2 Regulations (Cont'd)

#### 18.2.1 Explanation of Terms (Cont'd)

##### D. Network Interfaces

ISDN Primary Rate Interface is comprised of a limited set of standard user-network interfaces. The PRI Customer Premises Equipment (CPE) located at the customer premises must be compatible with the network interface. This network interface is defined as follows:

The network interface is a metallic four-wire telephone loop interface between a switch equipped with ISDN and the Network Termination 2 (NT2). The NT2 is customer premises equipment required for providing physical compatibility in terminating telephone facilities at the customer premises.

##### E. PRI Line Group

A PRI Line Group is a group of channels which are designated as one of the following:

- Incoming Business Dial Tone Line Group.
- Outgoing Business Dial Tone Line Group.
- Two-Way Business Dial Tone Line Group.
- Call-by-Call Service Selection Line Group.

Only one Call-by-Call line group may be provisioned on a PrimePlex PRI Arrangement. Where available, up to two of the other line group types may be provisioned on a PrimePlex PRI Arrangement. The total number of line groups per PRI Arrangement is limited to four. The capability to assign other than Call-by-Call line groups varies by central office switch type.

##### F. Primary Rate Access Facility

Primary Rate Access Facility provides a high capacity access path at a transmission speed of 1.544 megabits per second (Mbps) for communications between the Customer's premises and the serving central office. Each Primary Rate Access Facility supports one PrimePlex PRI arrangement.

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## 18. PRIMEPLEX PRI SERVICE

### 18.2 Regulations (Cont'd)

#### 18.2.1 Explanation of Terms (Cont'd)

##### G. Primary Rate Interface Arrangement

PrimePlex PRI Arrangement is a service providing ISDN capabilities between the customer premises and the serving central office. The PRI Arrangement consists of 23 "B" channels and one "D" channel or 24 "B" channels which are defined as follows:

##### 1) B Channel

The B Channel is a 64 kilobits per second (Kbps) channel used for information transfer between users. The B channel may be used in conjunction with circuit-switched service.

##### 2) D Channel

The D channel is a 64 kilobits per second (Kbps) channel that carries signaling and control for the B channels.

##### H. Software Defined Lines

Software Defined Lines are lines which are provisioned on the Primary Rate Access Facility by establishing their identity in central office translations. These lines physically ride on the 4-wire ISDN Primary Rate Access Facility.

##### I. Simulated Facility Group

A Simulated Facility Group is a software-defined register used to limit the number of simultaneous calls with specific attributes.

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Carol Paulsen, Director

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18. PRIMEPLEX PRI SERVICE

18.3 Customer Premise Equipment (CPE)

The CPE used by the customers subscribing to PrimePlex PRI must comply with ISDN Primary Rate Interface specifications as designated by the Telephone Company or BellCore.

18.4 Service Capabilities

PrimePlex PRI provides the capability to:

- 18.4.1 Transport Customer information in the form of circuit switched voice or data up to 64 Kbps over any B channel.
- 18.4.2 Allow, where available, one D channel to control up to 20 PRI Arrangements. In such cases, a single D channel in one PRI Arrangement handles all the signaling and control requirements of multiple PRI Arrangements in a specific grouping, allowing supplemental PRI Arrangements to consist of 24 B channels.
- 18.4.3 Allow B channels to be allocated for specific services, such as Direct Inward Dialing (DID) and Direct Outward Dialing (DOD), or configure channels to access multiple services on a Call-by-Call basis. All of the preceding services may be accessed on a Call-by-Call Service Selection basis, except two way lines which must be dedicated to specific channels.
- 18.4.5 Allow the user to have access to the directory number of the calling party.

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Carol Paulsen, Director

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## 18. PRIMEPLEX PRI SERVICE

## 18.5 Conditions

This service is offered subject to the following conditions:

- 18.5.1 PrimePlex PRI is only available from serving central offices equipped with the necessary facilities to provide PRI service. Feature availability and service capabilities are dependent on the facilities and digital technology providing the service.
- 18.5.2 ISDN-compatible terminal equipment is required for operation. It is the Customer's responsibility to power and obtain such equipment.
- 18.5.3 PrimePlex PRI service does not preclude customers from originating or receiving circuit-switched voice calls from inside or outside either their serving central office or their Local Exchange Area. Where facilities are available, Customers will be able to originate and receive circuit-switched data calls outside of their serving central office.
- 18.5.4 This tariff does not provide for the transmission of packet data on the B or D channels. Packet data is not offered on the B or D channels.
- 18.5.5 Existing local usage or MTS rates apply to circuit-switched voice and data calls. The Unlimited Usage Package is not available with PrimePlex PRI service.
- 18.5.6 All PRI Arrangement configurations must have at least one 23B+D PRI Arrangement for signaling and control functions. A 23B+Backup D PRI Arrangement is required whenever more than 47 B channels are controlled by a single D channel.
- 18.5.7 When more than one TCG service is accessed over the same PrimePlex PRI Arrangement, Call-by-Call Service Selection may be required.

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## 18. PRIMEPLEX PRI SERVICE

## 18.5 Conditions (Cont'd)

- 18.5.8 Each line group is equipped with one telephone number. Additional numbers may be ordered in blocks of 20 as specified in Section 11.5 preceding.
- 18.5.9 Telephone numbers ordered in blocks of 20 from Section 11.5 preceding and Individual Additional Telephone Numbers ordered from this Tariff may not be delivered on the same Simulated Facility Group or dedicated trunk group.
- 18.5.10 The quantity of Individual Additional Telephone Numbers may not exceed the size of the trunk group or Simulated Facility Group to which they are assigned.
- 18.5.11 PrimePlex PRI Service is subject to a usage limit of 100,000 local outbound minutes per full T1/PRI per calendar month. The Company reserves the right to charge an additional monthly recurring flat-rate fee equivalent to the Customer's term plan commitment for each successive additional full T1/PRI that would be required to enforce the usage limit. The company reserves the right to audit customer's PrimePlex usage for these conditions and impose such additional fees on a monthly basis as required.
- 18.5.12 PrimePlex PRI High Volume Inbound Calling Option: PrimeConnect PRI
- At the Company's discretion, the Company may reconfigure the Customer's service from PrimePlex PRI to PrimeConnect PRI Service if the Customer's PrimePlex PRI usage meets one or more of the following criteria: 1) Supports a maximum of two rate centers per PRI facility or T1 trunk, 23B + 1D channel, within the TCG designated service area, 2) supports inbound calling only, 3) equals or exceeds an average call duration of 10 minutes per call, 4) equals or exceeds CCS loading of 32 CCS, and 5) equals or exceeds 200,000 minutes of use (MOU) per PRI, per month. The Customer will be charged rates for PrimeConnect PRI Service as listed below. The Company reserves the right to audit the Customer's PrimePlex PRI usage for the above conditions.
- a. The Customer is required to subscribe to a sufficient number of DS1 trunks at a maximum usage of 400,000 MOU so as to not degrade the TCG network below an incoming call completion rate of 99%. The call completion rate is based on an average of the busy hours occurring during the Customer's busiest hours during the billing cycle. Once the service has been established, the Company may require the Customer to increase the number of PrimeConnect PRI trunks to satisfy the call completion criteria listed above.

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## 18. PRIMEPLEX PRI SERVICE

## 18.5 Conditions (Cont'd)

## 18.5.12 PrimePlex PRI High Volume Inbound Calling Option: PrimeConnect PRI (Cont'd)

a. The Customer is required to subscribe to a sufficient number of DS1 trunks at a maximum usage of 400,000 MOU so as to not degrade the TCG network below an incoming call completion rate of 99%. The call completion rate is based on an average of the busy hours occurring during the Customer's busiest hours during the billing cycle. Once the service has been established, the Company may require the Customer to increase the number of PrimeConnect PRI trunks to satisfy the call completion criteria listed above.

## b. PrimeConnect PRI Customer Access Requirements:

PrimeConnect PRI supports inbound calling only, and does not include outbound calling to Operator Assisted Services, Special Service Codes, Special Access Codes or Carrier Access Codes. The Customer is responsible for securing individual business lines, or other appropriate facilities, to access these services and/or codes, including:

- Conference Calls,
- Calls to Special Service Codes including 500, 700, 900, 976, N11 (where N = 2-9) or other special service codes that may be created, or
- Calls to 0 and 00

c. PrimeConnect PRI is intended solely for the purposes of providing local and intraLATA non-toll access into a Customer's location. In the event that local and intraLATA non-toll calls placed into a Customer's location become subject to additional charges imposed by connecting carriers or by regulation, the Company reserves the right to modify the facility rate charges for traffic into the location upon 30 days written notice to the Customer. The Customer has the option to accept the rate change(s) or terminate the contract without penalty, unless specifically bound to specific commitments associated with capital recovery, special construction, or other issues written into the Customer's contract or agreement with the Company over and above the normal terms and conditions of the contract or agreement.

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## 18. PRIMEPLEX PRI SERVICE

### 18.6 Features

The following standard features are available with PrimePlex PRI:

#### 18.6.1 Backup D Channel

Automatically takes over for a failed D channel in case of trouble. This is purchased as part of a 23B+Backup D PRI Arrangement.

#### 18.6.2 Call-by-Call Service Selection (CBC)

Provides an option to the Dedicated B Channel Configuration allowing B channels to be configured to access multiple services on a per-call basis. With this optional feature, separate facilities are not needed for individual services such as DID, DOD, and business dial tone lines. The customer premises equipment signals the local serving central office as to what type of service to access for each call.

#### 18.6.3 Calling Party Number (CPN)

Allows the user to have access to the directory number of the calling party. Provision of per-call and line blocking capabilities is a function of the customer premises equipment and is the responsibility of the customer.

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## 18. PRIMEPLEX PRI SERVICE

### 18.6 Features (Cont'd)

#### 18.6.4 Multiple Facility Signaling Control

Allows the D channel of one PRI Arrangement to provide signaling for up to 20 PRIs terminating on a switch module. Requires Backup D channel.

#### 18.6.5 Original Called Number (OCN)

Must be ordered for specific PRI ISDN trunks, places the callers original dialed digits into the OCN field of the selected ISDN message, for inbound calls which have been forwarded one or more times. These ISDN messages, containing OCN information, will be transmitted over the designed Data-Channels (D-Channels, primary, secondary, and back-up) on the ISDN trunk.

#### 18.6.6 2 B-Channel transfer on PRI

Allows a controller that is interfaced over an ISDN PRI to initiate the transfer of one of its calls to another call so that the two end-users are connected to each other within the switch and the two PRI B-channels to the controller are released.

#### 18.6.7 Caller ID With Name

This feature permits the display of a listed name associated with a telephone number from which the call is being made. The name and number will be delivered to a Customer- provided display device.



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## 18. PRIMEPLEX PRI SERVICE

### 18.7 Rate Regulations

#### 18.7.1 Application of Rates

- A. Business dial tone line functionality is included in the PrimePlex PRI Service rates and charges.
- B. When DID numbers are ordered from Section 10.5 preceding, a DID line connection service charge applies for each B channel dedicated to DID service, or DID-simulated facility group member over which DID numbers are transmitted.
- C. When a Customer converts existing DS1 facilities provided under PrimeXpress Service to PrimePlex Primary Rate ISDN Access Facilities, installation charges for the Primary Rate Access Facility are waived.
- D. Hunting Service is included in PrimePlex PRI rates.
- E. For volume commitments of 40 or more PrimePlex PRI arrangements purchased from the Company or other TCG affiliates, the Customer is eligible to receive discounted monthly recurring rates (See the Price List for rates).

#### 18.7.2 Payment Options

A PrimePlex-PRI customer may select a 1, 2, or 3 year term commitment. All PRI services and features at a given premises must be subscribed to the same payment option.

#### 18.7.3 Additions to Services

During the contract period, the customer may add PRI services at the same monthly rate as specified in the initial contract. The contract period for these additional services will end coterminous with the initial contract.

#### 18.7.4 Changes in Future Contract Rates

If the monthly rates on a contract are lowered, the subscriber may be allowed to cancel the existing contract without penalty, providing the subscriber signs up for a new contract of equal or greater monetary value. The subscriber will be subject to all terms, conditions, and prices of the new contract.

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## 18. PRIMEPLEX PRI SERVICE

## 18.7 Rate Regulations (Cont'd)

## 18.7.5 Renewal Options

Prior to the expiration of the existing contract period, a customer may extend the contract for another contract period without incurring termination liability charges. The new contract will indicate the designated rates then in effect. The new contract period must be for a period of time which is equal to or greater than the length of the original contract. The number of PRI arrangements must be equal to or greater than the number of arrangements contained in the original contract. The contract period effective date will be the date the customer signs the new contract.

Customers who terminate a term commitment for a stand-alone PrimePlex PRI facility and purchase a PrimePlex PRI facility provisioned on a new or existing AT&T ACCU-Ring facility for a term equal or greater to the time remaining on their current PrimePlex PRI term commitment will not be liable for early termination charges as shown above.

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## 18. PRIMEPLEX PRI SERVICE

### 18.8 Incoming Call Redirect Option

Incoming Call Redirect (ICR) provides automated redirection of incoming calls to a pre-designated back-up site during T1 or PBX failures or when all trunks are busy. This option is available with PrimeXpress Network Service, PrimePlex PRI Service or Prime Digital Trunk Service only.

ICR can redirect all or only pre-selected DID numbers, depending on the Customer's application. Calls are redirected to another set of telephone numbers (Destination Numbers), and can route to the LEC trunks at the same location or distant locations. A separate route index will be set up for the redirection of selected DID numbers. Redirected calls will route to a single number at the pre-designated back-up site, and will deliver the original calling number if the back-up site is configured for PRI and Calling Party Number. It is the responsibility of the Customer to obtain any necessary permissions for the use of any Destination Number.

If ICR is ordered in two or more sites that provide back up to one another, the back up telephone number cannot be a number which can be redirected.

ICR is limited to a maximum of ten simultaneous redirected calls per T1, a maximum of twenty four simultaneous calls for trunk groups of one to four T1's, and a maximum of forty eight simultaneous calls for trunk groups of five T1's or more. A maximum of two (2) trunk groups per location can be equipped with ICR.

Customers will be responsible for all usage charges associated with redirected calls.

#### 18.8.1 Application of Rates

Incoming Call Redirect rates consist of a non-recurring and a monthly recurring charge per T1, a local usage charge per redirected call, and a nonrecurring charge per change or group of changes requested in a Customer's listing of Redirected Numbers or Destination Numbers.

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## 18. PRIMEPLEX PRI SERVICE

### 18.9 PrimePlex PRI High Volume Inbound Calling Option: PrimeConnect PRI

The Company may reconfigure the Customer's service from PrimePlex PRI to PrimeConnect PRI Service if the Customer's PrimePlex PRI usage meets one or more of the following criteria: (1) supports a maximum of two rate centers per PRI facility or T1 trunk, 23B + 1D channel, within the TCG designated service area, (2) supports inbound calling only, (3) equals or exceeds an average call duration of 10 minutes per call, (4) equals or exceeds CCS loading of 32 CCS, and (5) equals or exceeds 200,000 minutes of use (MOU) per PRI, per month. The Customer will be charged rates for PrimeConnect PRI Service. The Company reserves the right to audit the Customer's PrimePlex PRI usage for the above conditions.

#### 18.9.1 PrimeConnect PRI Customer Access Requirements:

PrimeConnect PRI supports inbound calling only, and does not include outbound calling to Operator Assisted Services, Special Service Codes, Special Access Codes or Carrier Access Codes. The Customer is responsible for securing individual business lines, or other appropriate facilities, to access these services and/or codes, including:

- Conference Calls,
- Calls to Special Service Codes including 500, 700, 900, 976, N11 (where N=2-9) or other special service codes that may be created, or
- Calls to 0 and 00

PrimeConnect PRI is intended solely for the purposes of providing local and intraLATA non-toll access into a Customer's location. In the event that local and intra-LATA non-toll calls placed into a Customer's location become subject to additional charges imposed by connecting carriers or by regulation, the Company reserves the right to modify the facility rate charges for traffic into the location upon 30 days written notice to the Customer. The Customer has the option to accept the rate change(s) or terminate the contract without penalty, unless specifically bound to specific commitments associated with capital recovery, special construction, or other issues written into the Customer's contract or agreement with the Company over and above the normal terms and conditions of the contract or agreement.

### 18.10 Rates and Charges

Refer to the Price List.

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Carol Paulsen, Director

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19. Prime on Integrated Network Connection Service (Prime on INCS)

19.1 Description

Prime On INCS provides one of the following services: PrimeXpress, PrimePlex, PrimePath Lines or Prime Digital Trunks over an INCS access arrangement. Each individual Customer location must be in an area where AT&T has the necessary facilities.

19.2 Provisioning

The INCS access arrangement will connect to the Customer's premises via a T1 line. Customer must provide compatible customer premise equipment, (CPE), and interfaces to support the Local voice line and trunk applications.

19.3 Types of Service

Types of service delivery of INCS with the Prime services are as follows:

PrimeXpress - delivers as 24 (twenty four) voice grade digital channels.

PrimePlex - delivers current functionality, excluding the delivery of Switched Digital Service with 64KBPS End-to-End through the network.

Prime Digital Trunks - delivered as 5-23 voice grade digital channels. If 24 digital channels are required, a DS-1 Digital facility must be used.

PrimePath Lines - delivers switched local exchange service for Customers with 5-24 analog DS0 PrimePath Line needs.

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19. Prime on Integrated Network Connection Service (Prime on INCS)

19.4 Features:

All standard requirements, capabilities and feature functionality that are available for use with PrimePlex, and PrimeXpress Services, PrimePath Lines and Prime Digital Trunks are available for use with Prime On INCS at the rates and charges specified in this tariff.

19.5 Application of Rates

Prime On INCS rates consist of a non-recurring and monthly recurring charge. All voice services delivered over INCS are billed separately.

Prime On INCS is available on a 1, 2 or 3-year term commitment as described in the Price List section.

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Leslie O. Buford, Tariff Administrator  
222 W. Adams Street  
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## 20. ALTERNATE ENHANCED REDIRECT SOLUTION (AERS)

### 20.1 General

Alternate Enhanced Redirect Solution will provide customers the ability to redirect incoming telephone numbers in the event their primary location is unavailable. AERS also provides the additional capability to redirect incoming traffic to a predefined redirect option within two minutes of completing the control call. Customers will be able to define and control how to route critical calls in the event of an emergency.

AERS provides the capability for the customer to predefine redirect telephone numbers for each incoming telephone number at their location. Calls can be redirected to any ten-digit North American Number Plan (NANP) telephone including toll-free numbers. The customer controls when to invoke and when to restore AERS via a telephone number or control activation number. However, the customer cannot revise the predefined redirect options without a service order.

The customer can create up to nine options including eight redirect options for each Customer Group. A Customer Group is a list of incoming telephone numbers and the customer can have up to 20 Customer Groups per customer location dependent on the total number of telephone numbers being redirected.

When a redirect option is invoked, all incoming telephone numbers within the Customer Group will be redirected to their respective numbers. Customers must use service orders to update Customer Group telephone numbers or redirect options within the Customer Group.

The location that receives the redirected calls must have sufficient lines and associated facilities to handle the estimated or actual number of calls without interfering with the exchange or toll service. In the event that there is interference with exchange or toll service, TCG reserves the right to disconnect any redirect option immediately.

The customer controlled redirect option is available for business lines and trunks as well as incoming telephone numbers to a PBX or other CPE.

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Carol Paulsen, Director

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## 20. ALTERNATE ENHANCED REDIRECT SOLUTION (AERS)

### 20.1 General

AERS calls must be redirected to a customer designated location or telephone number, an Interexchange carrier's point of presence, a voice mail system, an announcement, or an auto attendant system. A redirected telephone number cannot be used to trigger a call to be redirected to another redirecting telephone number.

It is the responsibility of the customer to obtain, when appropriate, any necessary permission of the party to whom the calls will be redirected. TCG assumes no liability to the customer for the redirecting of calls.

AERS is not to be used by customers to avoid toll charges. If a customer is using this service to avoid such charges, TCG reserves the right to disconnect the service immediately and bill all appropriate toll charges.

Charges for the call between customer numbers equipped with redirection and the number to which the calls are redirected are the responsibility of the customer. The customer will be billed on a usage per call/minutes of use (MOU) basis or flat rates based on MOU.



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## 20. ALTERNATE ENHANCED REDIRECT SOLUTION (AERS)

### 20.2 Limitations

20.2.1 AERS supports redirection of incoming call traffic only. It does not provide an alternate means for outbound calling in the event there is a failure in the local loop. In addition, AERS will not protect against failures in the local serving office.

20.2.2 Due to technical limitations, AERS cannot redirect calls that are placed within internal company private network.

Example: An AERS customer whose incoming Telephone Numbers (ITNs) are part of a private network could have calls from outside parties sent to the Redirected Telephone Number (RTN) for that ITN, but calls from other stations on the customer's private network (i.e. an employee in another office) would continue to be completed to the ITN.

Calls to ITNs that have been subscribed to a Terminating Switched Access Arrangement or Access Value Arrangement cannot be redirected under AERS. Additionally, AERS may not be able to redirect calls in cases where the ITN is subject to authorization/account codes, Toll Deny, or similar dialing limitations for the origination of calls.

20.2.3 Each AERS Customer Group must be maintained for a minimum of twelve (12) full months of billing. In the event that an AERS Customer Group is terminated for any reason before completing a full twelve (12) months of billing, a Disconnect Charge as stated in the Price List shall be applied for each such terminated Customer Group.

### 20.3 Rates and Charges

Refer to the Price List.

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#### 21. PrimeLink Service

PrimeLink is an optional feature package available to business Customers of PrimePath, PrimeXpress, and PrimeNBX network access services. Non-recurring and monthly recurring charges for PrimeLink are applied on a per line or per trunk basis and are in addition to any applicable charges associated with network access services.

PrimeLink requires all Customer locations to be connected to the same Company switch. All Customer locations must be affiliated with each other under the same corporate entity and the Customer is responsible for the applicable PrimeLink flat rate feature charges. The Customer must subscribe to PrimeLink on all network access lines used for voice communications at each Customer location.

PrimeLink service is offered subject to the availability of required Company facilities and compatibility with Customer-Provided Equipment (CPE). Use of the PrimeLink features may result in the loss of ANI (Automatic Number Identification) or CPN (Calling Party Number) information associated with the originating caller.

PrimeLink provides the following services:

PrimeLink Abbreviated Digit Dialing -- This allows abbreviated digit dialing between stations in different Customer locations, where all locations are part of the same wholly owned enterprise and are served by the same Company switch. Number of digits required for PrimeLink Abbreviated Digit Dialing is dependent upon the type of CPE.

PrimeLink Transfer -- This allows users to transfer calls between stations in different Customer locations, where all locations are part of the same wholly owned enterprise and are served by the same Company switch. Availability of this feature is dependent upon the type of CPE.

PrimeLink 3-Way Calling -- This allows users to initiate three-way calls with one outside party and one party at another Customer location, where both Customer locations are part of the same wholly owned enterprise and are served by the same Company switch. Availability of this feature is dependent upon the type of CPE.

Rates for PrimeLink service are listed in the Price List.

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EFFECTIVE: April 9, 2009  
Carol Paulsen, Director

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## 22. CUSTOMER OWNED COIN OPERATED TELEPHONE SERVICE (COCOTS)

### 22.1 Description

A COCOT access line provides an Independent Payphone Provider (IPP) with an individual and distinct local loop for dial tone access to the public switched network. This access line is to be used with a customer-owned, coin-operated telephone set as well as a customer-owned coinless telephone set.

COCOTS will be provided only where facilities are available from the Company and where volumes are adequate.

COCOTS provides for outgoing and incoming calling at the subscriber's discretion.

Audiotex Call Blocking and 700/900 Call Restriction are available upon customer request.

Directory listings may be available as regularly provided with business service.

### 22.2 Use of Service by the Customer

As in the case of other business services provided by the Company, telecommunications services may be resold or shared by the line subscriber when used with COCOTS. The total call charge to an end user for a resold call must be collected from the User by the line subscriber.

The Customer shall be solely responsible for the provision, installation, operation, and maintenance of the station equipment used in conjunction with the COCOTS access line and for all aspects of business relations with its Users concerning operation of and service difficulties associated with use of the COCOTS set including refunds.

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Carol Paulsen, Director

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22. CUSTOMER OWNED COIN OPERATED TELEPHONE SERVICE (COCOTS)

22.3 Regulations

- 22.3.1 Access line service for Customer Owned Coin Operated Telephone (COCOT) is an exchange line service provided at the request of a subscriber for telecommunications use by the general public. This access line service is not available without an authorization number issued by the Florida Public Service Commission. The term COCOT is used interchangeably within this Tariff and in the Commission's Rules and Regulations with Public Pay Telephone Service provided by an owner or operator who is not a public telephone company certified with the Commission.
- 22.3.2 The Customer shall provide to the Florida Public Service Commission the FCC registration number and ringer equivalence number for the registered COCOTS set.
- 22.3.3 The Customer assumes sole responsibility for compliance with all local, state, and federal regulations governing the provision and use of COCOTS sets. The station equipment (and the operation thereof) used in conjunction with the COCOTS access line shall comply with those requirements.
- 22.3.4 Except as modified by this section, the service area, rates, regulations, and other terms and conditions of service for COCOTS are the same as those applicable to the Company's Local Standard Business Line Customers in the exchange or zone in which the COCOTS set is located, including all applicable business local message charges specified elsewhere in this tariff, and all directory assistance charges, interzone and message toll service charges specified in other tariffs of the Florida Public Service Commission.
- 22.3.5 COCOTS will be provided with selective call screening as describe in 22.4, except where facilities for such screening are not available or operative.
- 22.3.6 The Company is not responsible for malfunctions of Customer-owned sets or other Customer-provided station equipment, or for misdirected calls, disconnects, or other service problems caused by the use of Customer-owned equipment.
- 22.3.6 The Customer shall prominently display at each COCOTS set the name of the owner or agent responsible for the service and the procedure for reporting service difficulties and obtaining coin refunds. In addition, the station operator will display clear operating instructions, how to contact the LEC, how to contact directory assistance or emergency services, dial around instructions, and how to get a rate quote.

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Carol Paulsen, Director

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22. CUSTOMER OWNED COIN OPERATED TELEPHONE SERVICE (COCOTS)

22.3 Regulations (Cont'd)

- 22.3.7 Where a COCOTS has additional jacks or other arrangements that could be used for the connection of an extension telephone set, the Customer must prominently display at the COCOTS set location a sign to advise users that an extension telephone may be connected and that the conversation may be heard by others. This requirement is waived if arrangements are made to automatically prevent a third party from listening on an extension telephone.
- 22.3.8 Customer's of TCG COCOT Service are bound by TCG's deposit policy as illustrated in this tariff.
- 22.3.9 Line subscribers are responsible for operating all station equipment within the guidelines set in place by the Florida Public Service Commission.
- 22.3.10 The line subscriber is responsible for paying all bills associated with the line service including FCC charges, and other appropriate charges.
- 22.3.11 After five (5) DA calls per month, the line subscriber will be billed for each DA call made from the line. Five are included in the monthly line charge.

22.4 Rates

Includes all available screening and blocking features  
Originating Line Screening  
Billed Number Screening  
011 blocks  
900, 700, 976 blocks  
1 + blocking for coinless if requested  
1010XXX1 + blocks  
1010XXX011 + blocks

Refer to the Price List.

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~~Carol Paulsen, Director~~

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### 23. TCG PrimeReach IntraLATA Service

PrimeReach is a service offering that allows Customers who use another local exchange company's switched access services to select service arrangements for access to the Company's network for outbound intraLATA toll calling. IntraLATA toll calls are those calls that originate and terminate in the same LATA, but are not classified as local calls as defined in relevant BellSouth tariffs.

Usage is flat rated and is non-distance; non-time-of-the-day sensitive. PrimeReach calls are billed in six second increments, with an initial billing period of 18 seconds per call.

Customers may select either of the following methods to access the Company's network for PrimeReach service calling:

#### A) IntraLATA Primary Interexchange Carrier (IPIC) Presubscription

IPIC Presubscription allows Customers to designate the Company as their IPIC for their intraLATA toll calling. This allows Customers to access the Company's PrimeReach service without the need to dial special access codes.

#### B) Casual Calling

Casual Calling allows Customers to place intraLATA toll calls through the Company's PrimeReach service by dialing an access code (10292) plus the 10-digit telephone number (e.g., NPA-XXX-XXXXX): The Company requires that Customers set up service accounts with the Company (subject to credit requirements in Section X.X) in order to utilize Casual Calling to access the Company's PrimeReach service. The Company will block all Casual Calling PrimeReach calls received from originating telephone numbers not associated with an active Customer account in good standing. Use of Casual Calling does not affect any calls made through the Customer's IPIC.

#### C) Rates

Rates for PrimeReach calls made through IPIC Presubscription or Casual Calling are as follows:

Per Minute:       \$0.0950

#### D) Terms

The Customer is responsible for the payment of all charges for facilities and services furnished to the Customer. For regulations concerning non-payment of any charges owing the Company, refer to Section 2. of the tariff.

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Carol Paulsen, Director

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SUPPLEMENTAL SERVICESDirectory Assistance:

Per Call \$ 0.54

Directory Listings:

	Non-Recurring Installation/Change Charge Per Change	Monthly Charge
	<hr/>	<hr/>
Main Listing	No Charge	No Charge
Additional Listing		\$1.50
Non-Published Listing	\$8.00	\$1.50
Non-Listed Listing	\$8.00	\$1.50

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 Carol Paulsen, Director

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SUPPLEMENTAL SERVICES

	Non-Recurring
<u>Connection Charges:</u>	
Custom Calling Service (Per Order)	\$10.00
Restoral Charge	\$40.00
Service Order Charge	\$40.00
Moves, Adds, and Changes	\$40.00
<u>Premise Visit</u>	
Per Visit	
- First ½ hour	\$75.00
<u>Added Labor Charge</u>	
Per 6-Minute Increment	\$30.00
Minimum Hours:	
-Business Hours	1 Hour
-Non-Business Hours	4 Hours
<u>Duplicate Bill Charge</u>	
Mailed via standard US Mail only	
Per Bill Copy	\$5.00
<u>PIC Change Charge</u>	
Per PIC Change	\$10.00
Added Labor Charge	
Per 6-minute increment: \$30.00	
Secondary Exchange	
Secondary Exchange Service charges are in addition to PrimeXpress, PrimePlex or PrimePath Trunk service charges.	
Non-Recurring Charge	\$25.00
Monthly Recurring Charge	\$124 per line



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Carol Paulsen, Director

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LATA Calling Service

Standard Rates- BellSouth and GTE Territories

A) PrimeOne Local Calling Service

No per minute of use apply. PrimeOne Local Calling is only available as an add-on to other services: (e.g., PrimePath, PrimeXpress, PrimeNBX Network Service, and PrimePath NBX Service).

B) PrimePlus IntraLATA Toll Service

BellSouth and GTE Territory:

Initial 18 Sec:           \$0.0210  
Additional 6 Sec :       \$0.0070

Usage Discount

<u>Monthly Rev.</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$0-\$100,000	8%	10%	12%
\$100,000 +	0%	0%	0%

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Carol Paulsen, Director

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Integrated Prime Service (Cont'd)

A) Integrated PrimePath NBX Analog Lines - Bell South Territory

1) Line Charges

Per Line	<u>Monthly Recurring</u>			
<u>Non- Recurring</u>	Mo. To Mo.	1 Year	2 Year	3 Year
\$25.00	\$50.75	\$19.80	\$17.75	\$16.70

2) Non-Recurring Charges

Installation -- per line	
--Month to Month	\$200.00
Installation -- per line	\$25.00
Service Order Charge -- per order	\$40.00

B) Integrated PrimePath NBX Analog Lines - Verizon Territory

1) Line Charges

Per Line	<u>Monthly Recurring</u>			
<u>Non- Recurring</u>	Mo. To Mo.	1 Year	2 Year	3 Year
\$25.00	\$43.00	\$16.35	\$15.85	\$15.00

2) Non-Recurring Charges

Installation -- per line	
--Month to Month	\$200.00
Installation -- per line	\$25.00
Service Order Charge -- per order	\$40.00

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 Carol Paulsen, Director

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Prime on Integrated Network Connection Service (Prime on INCS)

Rates - BellSouth Territory

PrimeXpress on INCS

Non-Recurring Charge \$1000.00  
 Change Order Charge \$50.00

	<u>Month to Month</u>	<u>Monthly Charges</u>		
		1 Year	2 Year	3 Year
DOD	N/A	\$1020	\$913	\$910
Combo	N/A	\$1020	\$913	\$910
DID/DOD	N/A	\$1279	\$1171	\$1168
DID	N/A	\$1279	\$1171	\$1168

PrimePlex on INCS

Non-Recurring Charge \$1100.00  
 Change Order Charge \$50.00

	<u>Month to Month</u>	<u>Monthly Charges</u>		
		1 Year	2 Year	3 Year
Voice				
23B+D	N/A	\$1453	\$1375	\$1340
24B	N/A	\$1453	\$1375	\$1340
23B+Backup D	N/A	\$1453	\$1375	\$1340
Data				
23B+D	N/A	N/A	N/A	N/A
24B	N/A	N/A	N/A	N/A
23B+Backup D	N/A	N/A	N/A	N/A

Prime Digital Trunks on INCS

Non-Recurring Charge \$25.00  
 Change Order Charge \$50.00

	<u>Monthly Charges</u>		
	1 Year	2 Year	3 Year
DOD, Two-Way Trunks	\$51.10	\$50.95	\$50.85
DID, DID/DOD Trunks	\$77.05	\$76.80	\$76.60

DID Number Blocks

First 20 \$4.50  
 Additional 10 \$2.25

Non-Recurring Charge applies when the feature is added to the service.

Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one year term commitment, and selects TCG as the primary carrier for Local and IntraLATA toll calling. If Customer terminates their Term Plan prior to expiration they will be billed the appropriate installation charge.

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Carol Paulsen, Director

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Prime on Integrated Network Connection Service (Prime on INCS) (Cont'd)

Rates - BellSouth Territory (Cont'd)

PrimePath on INCS

Non-Recurring Charge		\$25.00		
Change Order Charge		\$40.00		
			Monthly Charges	
			1 Year	2 Year
				3 Year
Business Lines	\$45.70	\$45.60	\$45.50	

Non-Recurring Charge applies when the feature is added to the service.

Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one year term commitment, and selects TCG as the primary carrier for Local and IntraLATA toll calling. If Customer terminates their Term Plan prior to expiration they will be billed the appropriate installation charge.

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Carol Paulsen, Director

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Prime on Integrated Network Connection Service (Prime on INCS) (Cont'd)

Rates - Verizon Territory

PrimeXpress on INCS  
Non-Recurring Charge  
Change Order Charge

\$1000.00  
\$50.00

Month to Month

Monthly Charges

		1 Year	2 Year	3 Year
DOD	N/A	\$515	\$500	\$425
Combo	N/A	\$515	\$500	\$425
DID/DOD	N/A	\$515	\$500	\$425
DID	N/A	\$515	\$500	\$425

PrimePlex on INCS  
Non-Recurring Charge  
Change Order Charge

\$1100.00  
\$50.00

Month to Month

Monthly Charges

Voice		1 Year	2 Year	3 Year
23B+D	N/A	\$835	\$790	\$680
24B	N/A	\$835	\$790	\$680
23B+Backup D	N/A	\$835	\$790	\$680
Data				
23B+D	N/A	N/A	N/A	N/A
24B	N/A	N/A	N/A	N/A
23B+Backup D	N/A	N/A	N/A	N/A

Prime Digital Trunks on INCS

Non-Recurring Charge \$25.00  
Change Order Charge \$50.00

Monthly Charges

	1 Year	2 Year	3 Year
DOD, Two-Way Trunks	\$44.65	\$43.60	\$42.50
DID, DID/DOD Trunks	\$44.65	\$43.60	\$42.50

DID Number Blocks

First 20 \$7.20  
Additional 10 \$3.60

Non-Recurring Charge applies when the feature is added to the service.

Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one year term commitment, and selects TCG as the primary carrier for Local and IntraLATA toll calling. If Customer terminates their Term Plan prior to expiration they will be billed the appropriate installation charge.

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 Carol Paulsen, Director

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Prime on Integrated Network Connection Service (Prime on INCS) (Cont'd)

Rates - Verizon Territory (Cont'd)

PrimePath on INCS

Non-Recurring Charge	\$25.00
Change Order Charge	\$40.00

Monthly Charges

	1 Year	2 Year	3 Year
Business Lines	\$35.45	\$34.60	\$31.05

Non-Recurring Charge applies when the feature is added to the service.

Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one year term commitment, and selects TCG as the primary carrier for Local and IntraLATA toll calling. If Customer terminates their Term Plan prior to expiration they will be billed the appropriate installation charge.

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 Carol Paulsen, Director

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Alternate Enhanced Redirect Solution (AERS)

	Non Recurring Charge	Monthly Recurring Charge
Customer Group Option	\$ 750.00	
-per 10 telephone numbers		\$ 50.00
-per telephone number over 10		\$ 5.00
Customer Group, per telephone number	\$ 15.00	
Control Numbers, per control number (minimum of 2)	\$ 25.00	\$ 12.50
Redirect Option, Customer Groups 3-9 -per option in Customer Group		\$ 80.00
Redirect Change Charge	\$ 50.00	
Change Charge Other	\$ 50.00	
Change Pin Code Charge	\$ 50.00	
Customer Group Change Charge	\$ 170.00	
Customer Group Change Charge -per telephone number	\$ 0.00	
Disconnect Charge	\$1,000.00	

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Carol Paulsen, Director

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PrimePath Service (Cont'd)

\* Effective February 6, 2004, these rates are only available to existing Customers.

Non-Recurring charge:**	25.00*	
Monthly Recurring:*	<u>BellSouth</u>	<u>GTE</u>
	<u>Territory</u>	<u>Territory</u>
	1 Year	2 Year
Basic Business Line:	\$37.95	\$35.15
Key Line:	\$37.95	\$35.15
Basic Trunk:	\$51.60	\$55.09
DID Trunk:	\$71.20	\$55.09
DID Number Block:		
First 20	\$3.60	\$7.20
Add'l 10	\$1.80	\$3.60

Effective February 6, 2004, the following rates are only available to new Customers.

Non-Recurring charge:**	25.00			
Monthly Recurring: BellSouth Territory				
	Month-to-Month	1 Year	2 Years	3 Years
Basic Business Line:	\$50.85	\$50.70	\$50.55	\$50.45
Key Line:	\$50.85	\$50.70	\$50.55	\$50.45
Basic Trunk:	\$56.25	\$56.10	\$55.95	\$55.80
DID Trunk:	\$82.25	\$82.00	\$81.80	\$81.55
DID Number Block:				
First 20		\$4.50		
Add'l 10		\$2.25		
Monthly Recurring: Verizon Territory				
Basic Business Line:	\$42.20	\$40.45	\$39.60	\$36.05
Key Line:	\$42.20	\$40.45	\$39.60	\$36.05
Basic Trunk:	\$51.80	\$49.65	\$48.60	\$43.10
DID Trunk:	\$51.80	\$49.65	\$48.60	\$43.10
DID Number Block:				
First 20		\$7.20		
Add'l 10		\$3.60		

\*\*Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one year term commitment, and selects TCG as the primary carrier for Local and IntraLATA toll calling. If Customer terminates their Term Plan prior to expiration they will be billed the appropriate installation charges.



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PrimePath Service (Cont'd)

## Miscellaneous Features

The following features are optional and apply to business lines and key lines only, no features are provided on business trunks:

## BellSouth and Verizon Territories

	<u>Monthly Recurring</u>
Call Forward Variable	\$ 3.50
Three-Way Calling	\$3.50
Call Waiting/Cancel Call Waiting	\$5.25
Speed Calling (8-Code)	\$2.75
Call Forward Busy	\$3.00
Call Forward Busy/Don't Answer	\$3.00
Remote Access - Call Forward	\$8.00
Call Forward Remote	\$10.80
Caller ID	\$4.50
Distinctive Ringing	\$7.50
Call Transfer	\$4.50
Caller ID With Name (Per Line)	\$9.00

## PrimePath Easy Rate

Monthly Recurring Charge

Per PrimePath Easy Rate Line

<u>Month-to-Month</u>	<u>1 Year Term</u>	<u>2 Year Term</u>	<u>3 Year Term</u>
\$56.00	\$55.75	\$55.50	\$55.00

## Service Order Charges

In addition to the standard Service Order Charge, the following non-recurring charges will apply for applicable work performed by the Company.

A) Feature Change without Dispatch	\$30.00
B) Multiple Feature Change w/ Dispatch (Per hour/one hour minimum)	\$125.00
C) Line Move or Add with Dispatch (Per hour/one hour minimum)	\$125.00
D) Record Order Charge (Per request/order charge)	\$20.00

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Carol Paulsen, Director

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PrimeXpress Service

Stand Alone

Effective February 6, 2004, the following are only available to new Customers.

A) DOD or Combo Trunks with Flat Rate Local Calling

Non-Recurring Installation:\*\* \$1000.00/facility

Monthly Recurring (Per DS1 Facility) - BellSouth Territory:

1 Year	2 Year	3 Year
\$1,170.00	\$1,062.00	\$1,059.00

Monthly Recurring (Per DS1 Facility) - Verizon Territory:

\$665.00	\$650.00	\$575.00
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B) DID or DID/DOD Trunk

Non-Recurring Installation:\*\* \$1000.00/facility

Monthly Recurring (Per DS1 Facility) - BellSouth Territory:

1 Year	2 Year	3 Year
\$1,429.00	\$1,314.00	\$1,317.00

Monthly Recurring (Per DS1 Facility) - Verizon Territory:

\$665.00	\$650.00	\$575.00
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C) DID Numbers:

Monthly Recurring:

	BellSouth <u>Territory</u>	GTE <u>Territory</u>
First 20:	\$4.50	\$7.20
Add'l 10:	\$2.25	\$3.60

\*\*Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one year term commitment, and selects TCG as the primary carrier for Local and IntraLATA toll calling. If Customer terminates their Term Plan prior to expiration they will be billed the appropriate installation charge.

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Carol Paulsen, Director

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PrimeXpress Service

Effective February 6, 2004, the following rates are only available to new Customers.

Provisioned on AT&T ACCU-Ring facility<sup>1</sup>

DOD or Combo Trunks with Flat Rate Local Calling

Non-Recurring Installation:\*\* \$1000.00/facility

Monthly Recurring (Per DS1 Facility)-BellSouth Territory:

<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$1,020.00	\$912.00	\$910.00

Monthly Recurring (Per DS1 Facility)-Verizon Territory:

<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$575.00	\$560.00	\$500.00

DID or DID/DOD Trunk

Non-Recurring (Installation):\*\*\$1000.00/facility

Monthly Recurring (Per DS1 Facility)-BellSouth Territory:

<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$1,279.00	\$1,171.00	\$1,168.00

Monthly Recurring (Per DS1 Facility)-Verizon Territory:

<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$575.00	\$560.00	\$500.00

\*\*Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one year term commitment, and selects TCG as the primary carrier for Local and IntraLATA toll calling. If Customer terminates their Term Plan prior to expiration they will be billed the appropriate installation charge.

Note 1: Also requires an AT&T ACCU-Ring facility and multiplexing.

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 Carol Paulsen, Director

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PrimeXpress Service (Cont'd)

PrimeXpress High Volume Inbound Calling Option: PrimeConnect Rates

BellSouth Territory

	Per DS1 Facility
Non-Recurring Installation:	\$2,000
<u>Monthly Recurring:</u>	Per DS1 Facility
Month-to-Month	\$2,200
1 Year Term	\$1,504
2 Year Term	\$1,395
3 Year Term	\$1,392

GTE/Verizon Territory

	Per DS1 Facility
Non-Recurring Installation:	\$2,000
<u>Monthly Recurring:</u>	Per DS1 Facility
Month-to-Month	\$2,200
1 Year Term	\$710
2 Year Term	\$695
3 Year Term	\$610

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Carol Paulsen, Director

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Integrated Prime Service

Effective February 6, 2004, the following rates are only available to new Customers.

A) Integrated PrimePath -- BellSouth Territory

- 1) Standard Line: - Standard Lines are analog lines with the ability to originate and terminate voice telephone calls.

Rates, per line	Monthly Recurring		
<u>Non-Recurring*</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$25.00	\$45.70	\$45.60	\$45.50

- 2) Key Lines: - Key Lines are analog lines designed to be used with Customer provided key system equipment. Calling features are not available with Key Lines.

Rates, per line	Monthly Recurring		
<u>Non-Recurring*</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$25.00	\$45.70	\$45.60	\$45.50

- 3) Business Trunks: - Business Trunks are designed to handle high traffic volumes associated with connection to Customer-provided Private Branch Exchange (PBX) equipment.

	<u>Non-Recurring*</u>	<u>Monthly Recurring</u>		
		<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Basic Trunk:				
DOD or Two-Way	\$25.00	\$51.10	\$50.95	\$50.85
DID or DID/DOD	\$25.00	\$77.05	\$76.80	\$76.60

- 3) DID Numbers  
Initial Block of 20: \$4.50 per block, per month  
Additional Block of 10: \$2.25 per block, per month

4) Non-Recurring Charges

Service Order Charge -- per order \$40.00

\* Installation charges will be waived for customers adding new locations (not applicable for moves) where service is available, when Customer signs a new contract with a minimum one year commitment, and selects AT&T or TCG as the primary carrier for Local and IntraLATA calling. If Customer terminates their Term Plan prior to expiration they will be billed the appropriate installation charge.

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Carol Paulsen, Director

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Integrated Prime Service

Effective February 6, 2004, the following rates are only available to new Customers.

A) Integrated PrimePath - Verizon Territory

- 1) Standard Line:- Standard Lines are analog lines with the ability to originate and terminate voice telephone calls.

Rates, per line	<u>Monthly Recurring</u>			
	<u>Non-Recurring*</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
	\$25.00	\$35.45	\$34.60	\$31.05

- 2) Key Lines: Key Lines are analog lines designed to be used with Customer provided key system equipment. Calling features are not available with Key Lines.

Rates, per line	<u>Monthly Recurring</u>			
	<u>Non-Recurring*</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
	\$25.00	\$35.45	\$34.60	\$31.05

- 3) Business Trunks:- Business Trunks are designed to handle high traffic volumes associated with connection to Customer-provided Private Branch Exchange (PBX) equipment.

	<u>Non-Recurring*</u>	<u>Monthly Recurring</u>		
		<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Basic Trunk:				
DOD or Two-Way	\$25.00	\$44.65	\$43.60	\$38.10
DID or DID/DOD	25.00	\$44.65	\$43.60	\$38.10

4) DID Numbers

Initial Block of 20: \$7.20 per block, per month  
Additional Block of 10: \$3.60 per block, per month

- 5) Non-Recurring Charges  
Service Order Charge -- per order \$40.00

\*Installation charges will be waived for customers adding new locations (not applicable for moves) where service is available, when Customer signs a new contract with a minimum one year commitment, and selects AT&T or TCG as the primary carrier for Local and IntraLATA calling. If Customer terminates their Term Plan prior to expiration they will be billed the appropriate installation charge.

ISSUED: April 8, 2009  
EFFECTIVE: April 9, 2009  
Carol Paulsen, Director

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Integrated Prime Service (Cont'd)

Effective February 6, 2004, the following rates are only available to new Customers.

B) Integrated Prime Digital Trunk - BellSouth Territory

1) DOD, Two-Way Trunks

Non-Recurring Installation per <u>DSO Channel*</u>	Monthly Recurring per DSO Channel		
	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$25.00	\$51.10	\$50.95	\$50.85

2) DID, DID/DOD Trunks

Non-Recurring Installation per <u>DSO Channel*</u>	Monthly Recurring per DSO Channel		
	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$82.35	\$77.05	\$76.80	\$76.60

I

3) DID Numbers

Initial Block of 20: \$4.50 per block, per month  
Additional Block of 10: \$2.25 per block, per month

I

4) Non-Recurring Charges

Service Order Charge -- per order \$40.00

\*Installation charges will be waived for customers adding new locations (not applicable for moves) where service is available, when Customer signs a new contract with a minimum one year commitment, and selects AT&T or TCG, or a subsidiary or affiliate of TCG, as the primary carrier for Local and IntraLATA calling. If Customer terminates their Term Plan prior to expiration they will be billed the appropriate installation charge.

ISSUED: April 8, 2009  
 EFFECTIVE: April 9, 2009  
 Carol Paulsen, Director

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Integrated Prime Service (Cont'd)

Effective February 6, 2004, the following rates are only available to new Customers.

B) Integrated Prime Digital Trunk - Verizon Territory

1) DOD, Two-Way Trunks

Non-Recurring Installation per <u>DSO Channel*</u>	<u>Monthly Recurring per DSO Channel</u>		
	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$25.00	\$44.65	\$43.60	\$38.10

2) DID, DID/DOD Trunks

Non-Recurring Installation per <u>DSO Channel*</u>	<u>Monthly Recurring per DSO Channel</u>		
	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$82.25	\$44.65	\$43.60	\$38.10

3) DID Numbers

Initial Block of 20: \$7.20 per block, per month  
 Additional Block of 10: \$3.60 per block, per month

4) Non-Recurring Charges

Service Order Charge -- per order \$40.00

\*Installation charges will be waived for customers adding new locations (not applicable for moves) where service is available, when Customer signs a new contract with a minimum one year commitment, and selects AT&T or TCG, or a subsidiary or affiliate of TCG, as the primary carrier for Local and IntraLATA calling. If Customer terminates their Term Plan prior to expiration they will be billed the appropriate installation charge.



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Carol Paulsen, Director

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Customer Owned Coin Operated Telephone Service (COCOTS)

	<u>Per Month</u>	<u>Service Installation Charge</u>	<u>Service Move Charge Per Move</u>
Flat Rate	\$31.50	\$40.00	\$20.00

Includes all available screening and blocking features  
Originating Line Screening  
Billed Number Screening  
011 blocks  
900, 700, 976 blocks  
1 + blocking for coinless if requested  
1010XXX1 + blocks  
1010XXX011 + blocks

ISSUED: April 8, 2009  
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Carol Paulsen, Director

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PrimeNBX Service Rates

BellSouth Territory

When Purchasing Flat Rate Local Calling

Non-Recurring Charges, per line                      \$25.00

Monthly Recurring Charges:  
Standard Analog Service (per line)

Lines	<u>Mo. To Mo.</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
49-499	\$57.25	\$22.20	\$21.60	\$21.05
Installation Charge, per line	\$200.00			

Standard Digital (per line)

Lines	<u>Mo. To Mo.</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
24-499	\$71.25	\$22.20	\$21.60	\$21.05
Installation Charge, per line	\$250.00			

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Carol Paulsen, Director

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## PrimeNBX Service Rates (Cont'd)

## GTE Territory

When Purchasing Flat Rate Local Calling  
Non-Recurring Charges, per line \$25.00

Monthly Recurring Charges:  
Standard Analog Service (per line)

Lines	<u>Mo. To Mo.</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
49-499	\$49.35	\$21.95	\$21.50	\$20.60
Installation Charge, per line	\$200.00			

## Standard Digital (per line)

Lines	<u>Mo. To Mo.</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
24-499	\$63.35	\$21.95	\$21.50	\$20.60
Installation Charge, per line	\$250.00			

## 6.7 PrimePath NBX Service Rates

## BellSouth Territory

- 1) Non-Recurring Charges
  - Installation (per line)
  - Month to Month \$300.00
  - Installation (per line) \$25.00
  - Service Order Charge (per order) \$40.00
- 2) Monthly Recurring Charges
 

	<u>Mo. To Mo.</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Line Charges (per line)	\$55.75	\$24.80	\$22.75	\$21.70

## GTE Territory

- 1) Non-Recurring Charges
  - Installation (per line)
  - Month to Month \$300.00
  - Installation (per line) \$25.00
  - Service Order Charge (per order) \$40.00
- 2) Monthly Recurring Charges
 

	<u>Mo. To Mo.</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Line Charges (per line)	\$48.00	\$21.35	\$20.85	\$20.20

ISSUED: April 8, 2009  
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Carol Paulsen, Director

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PrimeLink Service

A) Rates

	Non- Recurring	Monthly Recurring
	Charges	Charges
PrimXpress (per T-1)	\$250.00	\$125.00
PrimeNBX (per Line)	\$5.00	\$2.50
PrimePath (per Business Line)	\$5.00	\$2.50
PrimePath (per Business Trunk)	\$5.00	\$5.00

ISSUED: April 8, 2009  
EFFECTIVE: April 9, 2009  
Carol Paulsen, Director

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PrimeXpress Service

Stand Alone

\* Effective February 6, 2004, these rates are only available to existing Customers.

A) DOD or Combo Trunks with Flat Rate Local Calling

Non-Recurring Installation:\*\* \$1000.00/facility\*

Monthly Recurring (Per DS1 Facility)-BellSouth Territory:\*

1 Year	2 Year	3 Year
\$990.00	\$875.00	\$855.00

Monthly Recurring (Per DS1 Facility)- Verizon Territory:\*

1 Year	2 Year	3 Year
\$635.00	\$620.00	\$535.00

B) DID or DID/DOD Trunk

Non-Recurring Installation:\*\* \$1000.00/facility\*

Monthly Recurring (Per DS1 Facility)-BellSouth Territory:\*

1 Year	2 Year	3 Year
\$1,190.00	\$1,070.00	\$1,045.00

Monthly Recurring (Per DS1 Facility) - Verizon Territory:\*

1 Year	2 Year	3 Year
\$635.00	\$620.00	\$410.00

C) Incoming Call Redirect Option

	<u>Non-Recurring</u>		<u>Monthly Recurring</u>	
Per T1	\$250.00	Per T1		\$80.00
Per Change	\$ 80.00	Local Usage Rate Plan		
		(per minute)		\$ .02

\*\*Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one year term commitment, and selects TCG as the primary carrier for Local and IntraLATA toll calling. If Customer terminates their Term Plan prior to expiration they will be billed the appropriate installation charge.

ISSUED: April 8, 2009  
EFFECTIVE: April 9, 2009  
Carol Paulsen, Director

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PrimeXpress Service (Cont'd)Provisioned on AT&T ACCU-Ring facility<sup>1</sup>

Effective June 1, 2002, these rates are only available to existing Customers.

DOD or Combo Trunks with Flat Rate Local Calling

Non-Recurring Installation:\*\* \$1000.00/facility

Monthly Recurring (Per DS1 Facility)-BellSouth Territory:

<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$865.00	\$795.00	\$785.00

Monthly Recurring (Per DS1 Facility)-GTE Territory:

\$545.00	\$530.00	\$460.00
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DID or DID/DOD Trunk

Non-Recurring (Installation):\*\*\$1000.00/facility

Monthly Recurring (Per DS1 Facility)-BellSouth Territory:

<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$1065.00	\$990.00	\$980.00

Monthly Recurring (Per DS1 Facility)-GTE Territory:

\$545.00	\$530.00	\$460.00
----------	----------	----------

\*\*Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one year term commitment, and selects TCG as the primary carrier for Local and IntraLATA toll calling. If Customer terminates their Term Plan prior to expiration they will be billed the appropriate installation charge.

1 Also requires an AT&T ACCU-Ring facility and multiplexing.

ISSUED: April 8, 2009  
EFFECTIVE: April 9, 2009  
Carol Paulsen, Director

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PrimeXpress Service (Cont'd)Provisioned on AT&T ACCU-Ring facility<sup>1</sup>

\* Effective February 6, 2004, these rates are only available to existing Customers.

DOD or Combo Trunks with Flat Rate Local Calling

Non-Recurring Installation:\*\* \$1000.00/facility\*

Monthly Recurring (Per DS1 Facility)-BellSouth Territory:\*

<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$900.00	\$785.00	\$780.00

Monthly Recurring (Per DS1 Facility)-Verizon Territory:\*

\$545.00	\$530.00	\$460.00
----------	----------	----------

\* Effective February 6, 2004, these rates are only available to existing Customers.

DID or DID/DOD Trunk

Non-Recurring (Installation):\*\*\$1000.00/facility\*

Monthly Recurring (Per DS1 Facility)-BellSouth Territory:\*

<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$1100.00	\$980.00	\$970.00

Monthly Recurring (Per DS1 Facility)-Verizon Territory:\*

\$545.00	\$530.00	\$460.00
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<sup>1</sup> Also requires an AT&T ACCU-Ring facility and multiplexing.

\*\*Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one year term commitment, and selects TCG as the primary carrier for Local and IntraLATA toll calling. If Customer terminates their Term Plan prior to expiration they will be billed the appropriate installation charge.

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Carol Paulsen, Director

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PrimeXpress Service (Cont'd)

DID Numbers:

The DID rates below apply to existing Customers as of February 6, 2004.

Monthly Recurring:

	<u>BellSouth</u> <u>Territory</u>	<u>GTE</u> <u>Territory</u>
First 20:	\$3.60	\$7.20
Add'l 10:	\$1.80	\$3.60

Misc:

Change Order Charge:	\$100.00
Re-Arrangement Charge:	\$500.00



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Carol Paulsen, Director

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Prime Digital Trunk Service

BellSouth and GTE Territories

Effective June 1, 2002, the following rates are only available to existing Customers.

A) DOD, Two-Way Trunks

Non-Recurring Installation:\* : DSO channel

Monthly Recurring:

PAC:

- 1 Year Term	\$51.95 per DSO channel
- 2 Year Term	\$51.35 per DSO channel
- 3 Year Term	\$50.80 per DSO channel

B) DID, DID/DOD Trunks

Non-Recurring Installation:\* \$823.50 per DSO channel

Monthly Recurring:

PAC:

- 1 Year Term	\$71.55 per DSO channel
- 2 Year Term	\$70.75 per DSO channel
- 3 Year Term	\$70.00 per DSO channel

C) DID Numbers

Initial Block of 20: \$3.60 per block, per month

Additional Block of 10: \$1.80 per block, per month

Added Labor Charge

Rates - Per 6-minute increment: \$30.00

\*Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one year term commitment, and selects TCG as the primary carrier for Local and IntraLATA toll calling. If Customer terminates their Term Plan prior to expiration they will be billed the appropriate installation charge.

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EFFECTIVE: April 9, 2009  
Carol Paulsen, Director

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Prime Digital Trunk Service (Cont'd)

Verizon Territory

\* Effective February 6, 2004 these rates are only available to existing Customers.

A) DOD, Two-Way Trunks

Non-Recurring Installation:\*\* \$0.00 per DSO channel

Monthly Recurring:

PAC:

- 1 Year Term \$49.65 per DSO channel  
- 2 Year Term \$48.60 per DSO channel  
- 3 Year Term \$43.10 per DSO channel

B) DID, DID/DOD Trunks

Non-Recurring Installation:\*\* 823.50 per DSO channel

Monthly Recurring:

PAC:

- 1 Year Term \$49.65 per DSO channel  
- 2 Year Term \$48.60 per DSO channel  
- 3 Year Term \$43.10 per DSO channel

C) DID Numbers\*

Initial Block of 20: \$7.20 per block, per month  
Additional Block of 10: \$3.60 per block, per month

\*\* Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one year term commitment, and selects TCG as the primary carrier for Local and IntraLATA toll calling. If Customer terminates their Term Plan prior to expiration they will be billed the appropriate installation charge.

ISSUED: April 8, 2009  
EFFECTIVE: April 9, 2009  
Carol Paulsen, Director

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Integrated Prime Service (Cont'd)

Effective February 6, 2004, these rates are only available to existing Customers.

C) Integrated Prime Digital Trunk - BellSouth Territory

1) DOD, Two-Way Trunks

Non-Recurring Installation per <u>DSO Channel*</u>	<u>Monthly Recurring per DSO Channel</u>		
	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$25.00	\$47.75	\$46.60	\$45.45

2) DID, DID/DOD Trunks

Non-Recurring Installation per <u>DSO Channel*</u>	<u>Monthly Recurring per DSO Channel</u>		
	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$82.35	\$71.65	\$70.00	\$68.30

Note: DID number block charges also apply. See PrimePath section.

3) Non-Recurring Charges

Service Order Charge -- per order\$40.00

\*Installation charges will be waived for customers adding new locations (not applicable for moves) where service is available, when Customer signs a new contract with a minimum one year commitment, and selects AT&T or TCG, or a subsidiary or affiliate of TCG, as the primary carrier for Local and IntraLATA calling. If Customer terminates their Term Plan prior to expiration they will be billed the appropriate installation charge.

ISSUED: April 8, 2009  
EFFECTIVE: April 9, 2009  
Carol Paulsen, Director

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Integrated Prime Service (Cont'd)

Effective February 6, 2004, these rates are only available to existing Customers.

C) Integrated Prime Digital Trunk - Verizon Territory

1) DOD, Two-Way Trunks

Non-Recurring Installation per <u>DSO Channel*</u>	<u>Monthly Recurring per DSO Channel</u>		
	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$25.00	\$44.65	\$43.60	\$42.50

2) DID, DID/DOD Trunks

Non-Recurring Installation per <u>DSO Channel*</u>	<u>Monthly Recurring per DSO Channel</u>		
	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
\$82.25	\$44.65	\$43.60	\$42.50

Note: DID number block charges also apply. See PrimePath section.

3) Non-Recurring Charges

Service Order Charge -- per order \$40.00

\*Installation charges will be waived for customers adding new locations (not applicable for moves) where service is available, when Customer signs a new contract with a minimum one year commitment, and selects AT&T or TCG, or a subsidiary or affiliate of TCG, as the primary carrier for Local and IntraLATA calling. If Customer terminates their Term Plan prior to expiration they will be billed the appropriate installation charge.

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Carol Paulsen, Director

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## PrimeXpress Network Service

PrimeXpress Network Service provides trunk connections from an end user's Private Branch Exchange, Key System, or other device to the TCG Switch Port. PrimeXpress Network Service is available as a DS1 (1.544 Mbps) or DS0 connection in minimum quantities of 24. PrimeXpress is available in 1, 2 or 3-year term commitments.

The Customer may opt to utilize PrimeXpress Network Service for outgoing calls only, or for outgoing and incoming calls. In the latter case, direct inward dial numbers must be purchased from the Company.

Stand Alone

Effective June 1, 2002, these rates are only available to existing Customers.

A) DOD or Combo Trunks with Flat Rate Local Calling

Non-Recurring Installation:\*\* \$1000.00/facility

Monthly Recurring (Per DS1 Facility)-BellSouth Territory:

1 Year	2 Year	3 Year
\$950.00	\$880.00	\$865.00

(Current PrimeXpress Customers as of June 28, 1999, on an existing 4 to 8 year term plan, will continue on their plan until the end of their term commitment.)

4 Year	5-6 Year	7-8 Year
\$900.00	\$850.00	\$800.00

Monthly Recurring (Per DS1 Facility)- GTE Territory:

1 Year	2 Year	3 Year
\$635.00	\$620.00	\$535.00

Effective June 1, 2002, these rates are only available to existing Customers.

B) DID or DID/DOD Trunk

Non-Recurring (Installation):\*\* \$1000.00/facility

Monthly Recurring (Per DS1 Facility)-BellSouth Territory:

1 Year	2 Year	3 Year
\$1,155.00	\$1,080.00	\$1,055.00

Monthly Recurring (Per DS1 Facility) - GTE Territory:

1 Year	2 Year	3 Year
\$635.00	\$620.00	\$410.00

\*\*Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one year term commitment, and selects TCG as the primary carrier for Local and IntraLATA toll calling. If Customer terminates their Term Plan prior to expiration they will be billed the appropriate installation charge.

ISSUED: April 8, 2009  
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 Carol Paulsen, Director

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PrimePath Rates

Non-Recurring charge: \$25.00\*\*

## Monthly Recurring Charges:

(PrimePath Month to Month rates are only available to current PrimePath Month to Month Customers as of June 28, 1999.)

	Month to Month
Basic Business Line:	\$29.84
Key Line:	\$29.84
Basic Trunk w/Hunting:	\$56.00
Basic Trunk w/Hunting:	\$47.15
DID Service w/Hunting	\$74.54
DID Service w/o Hunting:	\$65.68

Effective June 1, 2002, the following rates are only available to existing Customers.

## Monthly Recurring:

	<u>BellSouth Territory</u>	<u>GTE Territory</u>
	1 Year	2 Year
Basic Business Line:	\$33.60	\$35.15
Key Line:	\$33.60	\$35.15
Basic Trunk:	\$51.95	\$55.09
DID Trunk:	\$71.55	\$55.09
DID Number Block:		
First 20	\$3.60	\$7.20
Add'l 10	\$1.80	\$3.60

\*\*Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one year term commitment, and selects TCG as the primary carrier for Local and IntraLATA toll calling. If Customer terminates their Term Plan prior to expiration they will be billed the appropriate installation charge.

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 Carol Paulsen, Director

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TCG PrimePlex PRI Service

(The following PrimePlex PRI rates are only available to current PrimePlex PRI customers as of June 28, 1999.)

PrimePlex <sup>SM</sup> /PRI Arrangement/Service	NRC	Monthly Recurring		
		Month To Month	Two Years	Three Years
CPN & CBC PRI Arrangement				
Initial 23B+D	\$1,100	\$1,495	\$1,400	\$1,325
Each Addnl 23B+D Or 24B Without Backup D	\$1,100	\$1,495	\$1,400	\$1,325
23B+Backup D*	\$1,100	\$1,495	\$1,400	\$1,325
CBC PRI Arrangement Data Only				
Initial 23B+D	\$1,100	\$480	\$455	\$430
Each Additional 23B+D Or 24 B Without Backup D	\$1,100	\$480	\$455	\$430
23B+Backup D*	\$1,100	\$525	\$495	\$470
Next Route Index Charge	\$90	\$27	\$24	\$22
Optional Feature Required per backup D				
Multiple Facility Signaling Control	Standard	Standard	Standard	Standard
Change Charge	\$45			
Type 1 (Inside moves or changes Requiring redesign of transmission facilities)	\$144			
Type 2 (Change involving central Office tranlations, Record orders & all other types Of changes)	\$58			
Premises Visit Charge	\$13			

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Carol Paulsen, Director

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TCG PrimePlex PRI Service (Cont'd.)

BellSouth Territory

- Stand alone

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PrimePlex PRI Voice and Data:

Non-Recurring charge:\*\* \$1,100.00

Monthly Recurring charge:

	1 Year	2 Year	3 Year
Initial 23B + D	\$1,115.00	\$1,025.00	\$1,005.00
24B	\$1,115.00	\$1,025.00	\$1,005.00
23B + Backup D	\$1,115.00	\$1,025.00	\$1,005.00

PrimePlex PRI Data Only:

Non-Recurring Charge:\*\* \$1,100.00

Monthly Recurring Charge:

	1 Year	2 Year	3 Year
Initial 23B + D	\$985.00	\$885.00	\$865.00
24B	\$985.00	\$885.00	\$865.00
23B + Backup D	\$985.00	\$885.00	\$865.00

Effective June 1, 2002, the above rates are only available to existing Customers.

\*\*Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one year term commitment, and selects TCG as the primary carrier for Local and IntraLATA toll calling. If Customer terminates their Term Plan prior to expiration they will be billed the appropriate installation charge.



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 Carol Paulsen, Director

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TCG PrimePlex PRI Service (Cont'd.)

## Bell South Territory

Provisioned on AT&T ACCU-Ring Facility<sup>1</sup>  
 PrimePlex PRI Voice and Data:

Non-Recurring charge:\*\* \$1,100.00

Monthly Recurring charge:

	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Initial 23B + D	\$1,025.00	\$935.00	\$925.00
24B	\$1,025.00	\$935.00	\$925.00
23B + Backup D	\$1,025.00	\$935.00	\$925.00

PrimePlex PRI Data Only\*:

Non-Recurring charge:\*\* \$1,100.00

Monthly Recurring Charge:

	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Initial 23B + D	\$895.00	\$795.00	\$790.00
24B	\$895.00	\$795.00	\$790.00
23B + Backup D	\$895.00	\$795.00	\$790.00

Effective June 1, 2002, the above rates are only available to existing Customers.

<sup>1</sup> Also requires an AT&T ACCU-Ring facility and multiplexing.

\*\*Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one year term commitment, and selects TCG as the primary carrier for Local and IntraLATA toll calling. If Customer terminates their Term Plan prior to expiration they will be billed the appropriate installation charge.

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Carol Paulsen, Director

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TCG PrimePlex PRI Service (Cont'd.)

BellSouth Territory

-Stand alone

PrimePlex PRI Voice and Data: \*

Non-Recurring Charge:\*\* \$1,100.00

Monthly Recurring charge:

	1 Year	2 Year	3 Year
Initial 23B + D	\$980.00	\$900.00	\$880.00
24B	\$980.00	\$900.00	\$880.00
23B + Backup D	\$980.00	\$900.00	\$880.00

PrimePlex PRI Data Only: \*

Non-Recurring Charge:\*\* \$1,100.00

Monthly Recurring Charge:

	1 Year	2 Year	3 Year
Initial 23B + D	\$960.00	\$880.00	\$865.00
24B	\$960.00	\$880.00	\$865.00
23B + Backup D	\$960.00	\$880.00	\$865.00

Incoming Call Redirect Option

a) <u>Non-Recurring</u>		b) <u>Monthly Recurring</u>	
Per T1	\$250.00	Per T1	\$80.00
Per Change	\$ 80.00	Local Usage Rate Plan (per minute)	\$ .02

\* Effective February 6, 2004, these rates are only available to existing Customers.

\*\*Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one year term commitment, and selects TCG as the primary carrier for Local and IntraLATA toll calling. If Customer terminates their Term Plan prior to expiration they will be billed the appropriate installation charge.

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Carol Paulsen, Director

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TCG PrimePlex PRI Service (Cont'd.)Features

Features are for Stand alone and ACCU-Ring Voice and Data and do not apply to Data Only Services.

Features

	Non- Recurring	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
OCN	\$250	\$150	\$150	\$150
	Non- Recurring	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
2 B-Channel Transfer (per PRI)				
12 simultaneous calls	\$500	\$150	\$150	\$150
24 simultaneous calls	\$500	\$300	\$300	\$300
36 simultaneous calls	\$500	\$450	\$450	\$450

Feature is for Stand alone Voice and Data and do not apply to Data Only Services.

## Caller ID With Name

	<u>Monthly Recurring</u>	<u>Non-Recurring (Per T1)</u>
DID (Per Channel)	\$18.00	\$250.00
DID/DOD (per channel)	\$ 9.00	\$250.00

\* Effective February 6, 2004, these rates are only available to existing Customers.

ISSUED: April 8, 2009  
EFFECTIVE: April 9, 2009  
Carol Paulsen, Director

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TCG PrimePlex PRI Service (Cont'd.)

PrimePlex PRI High Volume Inbound Calling Option: PrimeConnect PRI

Non-Recurring Installation: Per DS1 Facility  
\$2,000.00

Monthly Recurring: Per DS1 Facility  
Month-to-Month \$2,200.00  
1 Year Term \$1,708.00  
2 Year Term \$1,630.00  
3 Year Term \$1,595.00

Features

Features are for Stand alone and ACCU-Ring Voice and Data and do not apply to Data Only Services.

Features

	Non- <u>Recurring</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
OCN	\$250	\$150	\$150	\$150
	Non- <u>Recurring</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
2 B-Channel Transfer (per PRI)				
12 simultaneous calls	\$500	\$150	\$150	\$150
24 simultaneous calls	\$500	\$300	\$300	\$300
36 simultaneous calls	\$500	\$450	\$450	\$450

Feature is for Stand alone Voice and Data and do not apply to Data Only Services.

Caller ID With Name

	<u>Monthly Recurring</u>	<u>Non-Recurring (Per T1)</u>
DID (Per Channel)	\$18.00	\$250.00
DID/DOD (per channel)	\$ 9.00	\$250.00

ISSUED: April 8, 2009  
EFFECTIVE: April 9, 2009  
~~Carol Paulsen, Director~~

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TCG PrimePlex PRI Service (Cont'd)

\* Effective February 6, 2004, these rates are only available to existing Customers.

Verizon Territory

- Stand alone

PrimePlex PRI Voice - Flat Rated:

Non-Recurring Charge:\*\* \$1,100.00\*

Monthly Recurring Charge:\*

	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Initial 23B + D	\$990.00	\$940.00	\$825.00
24b	\$990.00	\$940.00	\$825.00
23b + Backup D	\$990.00	\$940.00	\$825.00

PrimePlex PRI Voice and Data - Usage Rated:

Non-Recurring Charge:\*\* \$1,100.00\*

Monthly Recurring charge:\*

	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Initial 23B + D	\$760.00	\$715.00	\$640.00
24b	\$760.00	\$715.00	\$640.00
23b + Backup D	\$760.00	\$715.00	\$640.00

Incoming Call Redirect Option

<u>Non-Recurring</u>		<u>Monthly Recurring</u>	
Per T1	\$250.00	Per T1	\$80.00
Per Change	\$ 80.00	Local Usage Rate Plan (per minute)	\$ .02

PrimePlex PRI High Volume Inbound Calling Option: PrimeConnect PRI

	Per DS1 Facility
Non-Recurring Installation:	\$2,000.00
<u>Monthly Recurring:</u>	
	Per DS1 Facility
Month-to-Month	\$2,200.00
1 Year Term	\$1,065.00
2 Year Term	\$1,015.00
3 Year Term	\$ 900.00

\*\*Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one year term commitment, and selects TCG as the primary carrier for Local and IntraLATA toll calling. If Customer terminates their Term Plan prior to expiration they will be billed the appropriate installation charge.

ISSUED: April 8, 2009  
EFFECTIVE: April 9, 2009  
Carol Paulsen, Director

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4.7 TCG PrimePlex PRI Service (Cont'd.)

\* Effective February 6, 2004, these rates are only available to existing Customers.

Verizon Territory

-Provisioned on AT&T ACCU-Ring Facility<sup>1</sup>

PrimePlex PRI Voice - Flat Rated:

Non-Recurring Charge:\*\* \$1,100.00\*

Monthly Recurring Charge:\*

	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Initial 23B + D	\$990.00	\$850.00	\$750.00
24b	\$990.00	\$850.00	\$750.00
23b + Backup D	\$990.00	\$850.00	\$750.00

PrimePlex PRI Voice and Data - Usage Rated:

Non-Recurring charge:\*\* \$1,100.00\*

Monthly Recurring charge:\*

	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Initial 23B + D	\$670.00	\$625.00	\$565.00
24b	\$670.00	\$625.00	\$565.00

<sup>1</sup> Also requires an AT&T ACCU-Ring facility and multiplexing.

\*\*Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one year term commitment, and selects TCG as the primary carrier for Local and IntraLATA toll calling. If Customer terminates their Term Plan prior to expiration they will be billed the appropriate installation charge.

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EFFECTIVE: April 9, 2009  
Carol Paulsen, Director

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TCG PrimePlex PRI Service (Cont'd.)

TCG PrimePlex PRI rates after June 28, 1999.

GTE Territory

The following usage plan is associated with the PrimePlex PRI Voice and Data - Usage Rated service only.

Voice and Data Usage Plan:

Local:		
	1 <sup>st</sup> Minute	Add'l Minute
Peak:	\$0.0400	\$0.0200
Off-Peak:	\$0.0300	\$0.0100
Extending Calling Service Area:		
All Times:	\$0.1000	\$0.0600

Peak: Monday-Friday 10am-8pm  
Off-Peak: Monday-Friday 8pm-10am;  
all day Saturday and Sunday

ISSUED: April 8, 2009  
 EFFECTIVE: April 9, 2009  
 Carol Paulsen, Director

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TCG PrimePlex PRI Service (Cont'd.)

Effective February 6, 2004 the following rates are available to new Customers.

BellSouth Territory

PRI Arrangements - Stand Alone:

- 1) Non-Recurring Installation Charges \*\* \$1,100.00
- 2) Monthly Recurring Charges

PRI Arrangements - Stand Alone:

Voice and Data:

	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
--Initial 23B+D	\$1,633.00	\$1,555.00	\$1,520.00
--Each additional 23B+D and 24B w/o backup D	\$1,633.00	\$1,555.00	\$1,520.00
--23B+backup D	\$1,633.00	\$1,555.00	\$1,520.00

Data Only:

	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
--Initial 23B+D	\$1,080.00	\$1,056.00	\$1,032.00
--Each additional 23B+D and 24B w/o backup D	\$1,080.00	\$1,056.00	\$1,032.00
--23B+backup D	\$1,080.00	\$1,056.00	\$1,032.00

\*\*Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one year term commitment, and selects TCG as the primary carrier for Local and IntraLATA toll calling. If Customer terminates their Term Plan prior to expiration they will be billed the appropriate installation charge.



ISSUED: April 8, 2009  
EFFECTIVE: April 9, 2009  
Carol Paulsen, Director

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TCG PrimePlex PRI Service (Cont'd.)

Effective February 6, 2004 the following rates are available to new Customers.

BellSouth Territory

PRI Arrangements Provisioned on AT& T ACCU-Ring:\*

1) Non-Recurring Installation Charges\*\* \$1,100.00

2) Monthly Recurring Charges

PRI Arrangement	Voice and Data		
	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Initial 23B+D	\$1,453.00	\$1,375.00	\$1,340.00
Each additional 23B+D or 24B without backup D	\$1,453.00	\$1,375.00	\$1,340.00
23B+backup D	\$1,453.00	\$1,375.00	\$1,340.00
PRI Arrangement	Data Only		
	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Initial 23B+D	\$950.00	\$948.00	\$942.00
Each additional 23B+D or 24B without backup D	\$950.00	\$948.00	\$942.00
23B+backup D	\$950.00	\$948.00	\$942.00

\*Also requires an AT&T ACCU-Ring facility and multiplexing.

\*\*Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one year term commitment, and selects TCG as the primary carrier for Local and IntraLATA toll calling. If Customer terminates their Term Plan prior to expiration they will be billed the appropriate installation charge.

ISSUED: April 8, 2009  
 EFFECTIVE: April 9, 2009  
 Carol Paulsen, Director

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TCG PrimePlex PRI Service (Cont'd.)

Effective February 6, 2004 the following rates are available to new Customers.

Verizon Territory

PRI Arrangements Stand Alone:

- 1) Non-Recurring Installation Charges\*\* \$1,100.00
- 2) Monthly Recurring Charges

PrimePlex PRI Voice - Flat Rated:

	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
--Initial 23B+D	\$985.00	\$940.00	\$830.00
--Each additional 23B+D			
and			
24B w/o backup D	\$985.00	\$940.00	\$830.00
--23B+backup D	\$985.00	\$940.00	\$830.00

PrimePlex PRI Voice and Data - Usage Rated:

	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
--Initial 23B+D	\$755	\$715.00	\$645.00
--Each additional 23B+D			
and			
24B w/o backup D	\$755	\$715.00	\$645.00
--23B+backup D	\$755	\$715.00	\$645.00

\*\*Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one year term commitment, and selects TCG as the primary carrier for Local and IntraLATA toll calling. If Customer terminates their Term Plan prior to expiration they will be billed the appropriate installation charge.

ISSUED: April 8, 2009  
 EFFECTIVE: April 9, 2009  
 Carol Paulsen, Director

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TCG PrimePlex PRI Service (Cont'd.)

Effective February 6, 2004 the following rates are available to new Customers.

Verizon Territory

PRI Arrangements - Provisioned on AT& T ACCU-Ring:\*

- 1) Non-Recurring Installation Charges\*\* \$1,100.00
- 2) Monthly Recurring Charges

PrimePlex PRI Voice - Flat Rated:

	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Initial 23B+D	\$900.00	\$850.00	\$755.00
Each additional 23B+D or 24B without backup D	\$900.00	\$850.00	\$755.00
23B+backup D	\$900.00	\$850.00	\$755.00

PrimePlex PRI Voice and Data - Usage Rated:

	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Initial 23B+D	\$670.00	\$625.00	\$570.00
Each additional 23B+D or 24B without backup D	\$670.00	\$625.00	\$570.00
23B+backup D	\$670.00	\$625.00	\$570.00

\*Also requires an AT&T ACCU-Ring facility and multiplexing.

\*\*Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one year term commitment, and selects TCG as the primary carrier for Local and IntraLATA toll calling. If Customer terminates their Term Plan prior to expiration they will be billed the appropriate installation charge.

TCG SOUTH FLORIDA

ACCESS SERVICES

FIRST REVISED PAGE 1  
Cancels ORIGINAL PAGE 1

ISSUED: April 8, 2009  
EFFECTIVE: April 9, 2009  
Carol Paulsen, Director

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TCG SOUTH FLORIDA

Schedule of Rates, Charges, and Regulations Governing Regulated

ACCESS SERVICES

Applying to Intrastate Services within  
the State of Florida

ISSUED: April 8, 2009  
EFFECTIVE: April 9, 2009  
Carol Paulsen, Director

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1. APPLICATION OF TARIFF

- 1.1 This tariff applies to the furnishing of Access Services by TCG South Florida ("TCG") within the State of Florida. Access Services are furnished for the use of business customers in establishing a point-to-point communications path within the State of Florida.
- 1.2 This tariff applies only for the use of the Company's services for communications within the State of Florida.
- 1.3 The provision of Access Services is subject to existing regulations specified in the tariffs of TCG South Florida, and may be revised, added to, or supplemented by superseding issues.
- 1.4 All offered service contained herein is subject to available facilities and authorization from the local municipalities in the jurisdiction where the service is offered.
- 1.5 When services and facilities provided by TCG are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as a part of the regulated or unregulated services offered by that company, the regulations of TCG apply only to the use of TCG's services and facilities.
- 1.6 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.
  - (N) To signify new rate or regulation.
  - (R) To signify reduced rate.
  - (T) To signify text moved to another location

ISSUED: April 8, 2009  
EFFECTIVE: April 9, 2009  
Carol Paulsen, Director

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2	General Regulations
3	Dedicated Access Service
	Price List

ISSUED: April 8, 2009  
EFFECTIVE: April 9, 2009  
Carol Paulsen, Director

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## 2. REGULATIONS

### 2.1 Undertaking of the Company

This tariff sets forth the service offering, rates, terms and conditions applicable to the furnishing of intrastate Advanced Communication Services by TCG South Florida to customers within the State of Florida.

TCG South Florida Service consists of any of the services offered pursuant to this tariff, either individually or in combination. Each service is offered independent of the others, unless otherwise noted. Service is offered via the Company's facilities in combination with resold services, intraLATA services, or transmission facilities provided by other certificated carriers.

Services, features and functions will be provided where facilities are available. Such facilities include, but are not limited to, billing capability, technical capability and the ability of the Company to purchase underlying services, features and functions and/or unbundled network elements ("UNEs") (as that term is defined by applicable law), either alone or in combination (including a combination of unbundled switching with other UNEs). In the event that changes occur (including regulatory changes) that affect either the availability of facilities to the Company or the terms and conditions upon which they are obtained, the Company reserves the right to withdraw any service provided pursuant to this tariff or to modify its terms and conditions, upon 30 days notice. The foregoing is in addition to all other existing rights retained by the Company to modify or withdraw its services at any time. In the event that the Company makes a material modification of its terms and conditions, customers shall have an opportunity to cancel contracts or tariffed services without penalty.

The Company reserves the right to increase charges for the Services provided to Customer, regardless of any term commitment, as a result of: (i) expenses incurred by the Company reasonably relating to regulatory assessments stemming from an order, rule or regulation of any regulatory authority or court having competent jurisdiction; (ii) other governmental charges or fees; (iii) charges or payment obligations imposed on the Company related to termination of domestic or international calls to mobile numbers; or (iv) reductions in amounts other carriers are required to pay to the Company or increases in the amount the Company is required to pay to other carriers. Customers with tariffed based contracts will be held to the terms and conditions of their contract until such contract is expired

ISSUED: April 8, 2009  
EFFECTIVE: April 9, 2009  
Carol Paulsen, Director

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2. REGULATIONS

2.1.1 Shortage of Equipment or Facilities

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



ISSUED: April 8, 2009  
EFFECTIVE: April 9, 2009  
Carol Paulsen, Director

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2. REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.2 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges, a month is considered to have 30 days.
- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in the tariffs of the Company. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and the tariffs of the Company prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. In any action between the parties to enforce any provision of the tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E. The tariffs of the Company shall be interpreted and governed by the laws of the State of Florida without regard for its choice of laws provision.

ISSUED: April 8, 2009  
EFFECTIVE: April 9, 2009  
Carol Paulsen, Director

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## 2. REGULATIONS

### 2.1 Undertaking of the Company (Cont'd)

#### 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, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.8 following. 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 or User as a result of any the Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers or Users facilities or equipment used for or with the services the Company offers.

ISSUED: April 8, 2009  
EFFECTIVE: April 9, 2009  
Carol Paulsen, Director

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2. REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability of the Company (Cont'd)

- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or User or due to the failure or malfunction of Customer - or User-provided equipment or facilities.
- E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or 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 presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this paragraph as a condition precedent to such installations.

ISSUED: April 8, 2009  
EFFECTIVE: April 9, 2009  
Carol Paulsen, Director

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## 2. REGULATIONS

### 2.1 Undertaking of the Company (Cont'd)

#### 2.1.3 Liability of the Company (Cont'd)

- F. The Company is not liable for any defacement of or damage to Customer or User 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 negligence or willful misconduct of the Company's agents or employees.
- G. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by Customer for the specific services giving rise to the claim except as stated herein. No action or proceeding against the Company shall be commenced more than two years after the service is rendered or as required by Florida law.
- H. 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.
- I. The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- J. The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- K. 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 IN ITS TARIFFS.
- L. The Company shall not be liable for and damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with TCG South Florida service.

ISSUED: April 8, 2009  
EFFECTIVE: April 9, 2009  
Carol Paulsen, Director

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## 2. REGULATIONS

### 2.1 Undertaking of the Company (Cont'd)

#### 2.1.4 Notification of Service-Affecting Activities

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

#### 2.1.5 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in the tariffs of the Company.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to 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.
- C. The Company may substitute, change or rearrange any equipment or facility at time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

ISSUED: April 8, 2009  
EFFECTIVE: April 9, 2009  
Carol Paulsen, Director

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## 2. REGULATIONS

### 2.1 Undertaking of the Company (Cont'd)

#### 2.1.5 Provision of Equipment and Facilities (Cont'd.)

- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer or User when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer or User.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer - or User-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to the tariffs of the Company, the responsibility of the Company shall be limited to the furnishing of facilities offered under the tariffs of the Company and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - the reception of signals by Customer-provided equipment.

#### 3.1.6 Non-Routine Installation

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

ISSUED: April 8, 2009  
EFFECTIVE: April 9, 2009  
Carol Paulsen, Director

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## 2. REGULATIONS

### 2.1 Undertaking of the Company (Cont'd)

#### 2.1.7 Ownership of Facilities

Title to all facilities provided in accordance with the tariffs of the Company remains with the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in all the fiber optic or other facilities and associated equipment provided by the Company.

#### 2.1.8 Continuity of Service

In the event of prior knowledge of an interruption of service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

### 2.2 Governmental Authorizations

The provision of services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

ISSUED: April 8, 2009  
EFFECTIVE: April 9, 2009  
Carol Paulsen, Director

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## 2. REGULATIONS

### 2.3 Obligations of the Customer

#### 2.3.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to the tariffs of the Company;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User with these regulations; or by fire or theft or other casualty on the Customer's or any User'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 the Company facilities and equipment installed on the premises of the Customer or any User; and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. any and all costs associated with obtaining and maintaining the rights-of-way from the point of entry at the Customer's location to the termination point where service is finally delivered to the Customer, including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities. The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such right-of-way. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.



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EFFECTIVE: April 9, 2009  
Carol Paulsen, Director

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## 2. REGULATIONS

### 2.3 Obligations of the Customer (Cont'd)

#### 2.3.1 General (Cont'd)

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's 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 the Company's facilities and equipment in any Customer or User premises or the rights-of-way for which Customer is responsible under D. preceding, granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer or any User at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H. making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

ISSUED: April 8, 2009  
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Carol Paulsen, Director

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2. REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.2 Prohibited Uses

- A. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer or User has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. The Company may require a Customer or User immediately to shut down its transmission of signals if said transmission is causing interference to others.
- C. A Customer or User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in the tariffs of the Company will apply.

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Carol Paulsen, Director

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2. REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.3 Claims

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

- A. any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invites of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or either of their employees, agents, representatives or invites;
- 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 or User, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and the Company; or
- C. any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of the applicable Company tariff.

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Carol Paulsen, Director

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## 2. REGULATIONS

### 2.4 Customer Liability for Unauthorized Use of the Network

#### 2.4.1 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B. The following activities constitute fraudulent use:
- 1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service:
  - 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or 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;
  - 3) Toll Free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
  - 4) 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.

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Carol Paulsen, Director

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## 2. REGULATIONS

### 2.4 Customer Liability for Unauthorized Use of the Network (Cont'd)

#### 2.4.2 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. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- 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 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.

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Carol Paulsen, Director

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## 2. REGULATIONS

### 2.5 Customer Equipment and Channels

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

#### 2.5.1 Station Equipment

- A. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to the 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 Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- C. Customer provided station equipment may be attached to services provided under the tariffs of the Company subject to Part 68 of the FCC Rules and to any applicable provisions of the tariffs of the Company and is the sole responsibility of the Customer.
- D. The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-provided equipment, or for misdirected calls, disconnects or other service problems caused by the use of Customer-owned equipment.

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Carol Paulsen, Director

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2. REGULATIONS

2.5 Customer Equipment and Channels (Cont'd)

2.5.2 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- C. Facilities furnished under the tariffs of the Company may be connected to Customer provided terminal equipment in accordance with the provisions of the tariffs of the Company. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

2.5.3 Tests and Adjustments

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

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Carol Paulsen, Director

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## 2. REGULATIONS

### 2.5 Customer Equipment and Channels

#### 2.5.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the User is complying with the requirements set forth in Section 2.5.1 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

### 2.6 Customer Deposits and Advance Payments

#### 2.6.1 Advance Payments

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

A Customer whose service has been discontinued for non-payment of bills will be required to pay the unpaid balance due carrier and may be required to pay reconnect charges.



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Carol Paulsen, Director

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## 2. REGULATIONS

### 2.6 Customer Deposits and Advance Payments (Cont'd)

#### 2.6.2 Deposits

The Company may require an applicant or customer to make a suitable cash deposit to be held by the Company as a guarantee of the payment of charges for service. Except as otherwise specified in the Company's applicable tariffs, the amount of the deposit shall not exceed the amount of charges for service which it is estimated will accrue for a period of two months; however, after service has been established and experience demonstrates that the amount of the outstanding deposit is not suitable to safeguard the interests of the Company, the Company may require an adjustment of the deposit not exceeding the charges which it is estimated will accrue for a period of two months. When service is terminated, any balance of the deposit remaining after deduction of all sums due the Company will be returned to the customer, or the deposit may be returned at any time previous thereto, at the option of the Company. Interest on deposits will be paid each year at a rate which is established in January of each year to equal the average of the percent annual yields of one year treasury bills (auction average issue date) for October, November and December of the preceding year. At the option of the customer, the Company may either annually make direct payment to the customer or credit the customer's account with any accrued interest.

The fact that a deposit is held by the Company shall in no way relieve the applicant or customer from compliance with the Company's regulations as to advance payments and payment for service, nor constitutes a waiver or modification of the regulations pertaining to the discontinuance of service for nonpayment of any sums due the Company for the service rendered.

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Carol Paulsen, Director

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## 2. REGULATIONS

### 2.7 Payment Arrangements

#### 2.7.1 Payment for Service

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

#### 2.7.2 Billing and Collection of Charges

- A. Non-recurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice is mailed.
- C. Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs, and will be due and payable within 30 days after the invoice is mailed.
- D. 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.
- E. 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 the tariffs of the Company or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- F. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, net of taxes, not compounded, multiplied by a late factor of 1.0 %.

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Carol Paulsen, Director

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## 2. REGULATIONS

### 2.7 Payment Arrangements (Cont'd)

#### 2.7.3 Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company for services found herein, the Company may, by giving ten days prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability. The Company may, under the following conditions, discontinue service to a Customer without notice:
  - 1) If a condition immediately hazardous to life, physical safety, or property exists;
  - 2) Upon order by any court, the Regulatory Authority, or any other duly authorized public authority;
  - 3) If service was obtained fraudulently or without the authorization of the provider or is being used for, or suspected of being used for, fraudulent purposes.
- D. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- E. Upon the Company's discontinuance of service to the Customer under paragraphs A or B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of the tariffs of the Company, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at 6%).

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Carol Paulsen, Director

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## 2. REGULATIONS

### 2.7 Payment Arrangements (Cont'd)

#### 2.7.4 Application of Partial Payments

If a customer continues to pay all current bills, defined as that portion of the amount owed by the customer for services contained herein that is not more than 30 days overdue, the Company shall not discontinue service for non-payment of a past due amount for the Company's services when the customer has entered into an amortization agreement with the Company. Payments for current bills shall first be credited to the Company's Access Service. Past due amounts collected under the amortization schedule will first be applied by the Company to eliminating any over-due payments for Access Service. A reasonable period of amortization of past due amounts shall be three months. Amortization is not appropriate unless the past due amount of the customer is greater than twice the average monthly bill for the class of service to which the customer belongs over the last six months for the use of the Company's serviced contained in this tariff.

#### 2.7.5 Notification of Discontinuance

Upon 10 days notification of discontinuance of service in accordance with the regulations outlined above, the customer shall receive notification on how to contact the Company to resolve any dispute, to amount and due date of any non-payment, information concerning the violation of any rule, and, in addition the notice will advised the customer of his or her rights as follows:

- A. The right to make a formal complaint to the Regulatory Authority staff by letter, telephone, or in person.
- B. The right to request, in writing, a hearing before the Regulatory Authority conducted in accordance with the Rules of Practice and Procedure of the Regulatory Authority. If a hearing is requested, the Company may request the Regulatory Authority to order the applicant for a hearing to post an additional deposit or bond with the Company in an amount the Regulatory Authority deems reasonable under the circumstances. Further, the Regulatory Authority may order the Company not to terminate service pending a hearing at the discretion of the Regulatory Authority. Ordinarily, an order not to terminate service will be issued only if: (1) The customer has posted a deposit or bond with the Company equal to the amount in dispute or as otherwise prescribed by the Regulatory Authority; or (2) The customer has previously made an informal complaint to the Regulatory Authority Staff and Staff investigation of the complaint indicates probable success of the customer.

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Carol Paulsen, Director

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## 2. REGULATIONS

### 2.7 Payment Arrangements (Cont'd)

#### 2.7.6 Cancellation of Application for Service

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

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Carol Paulsen, Director

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2. REGULATIONS

2.7 Payment Arrangements (Cont'd)

2.7.8 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.

2.7.9 Taxes

The Customer is responsible for the payment of Federal excise taxes, state and local sales and use taxes and all taxes, fees, and other exactions imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on corporations. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in the tariffed rates.

2.7.10 Disputed Bills

The Customer is responsible for providing written notification to the Company of any charges in dispute within six months of the bill date, otherwise, the charge will be considered correct and binding. All charges not in dispute shall be paid by the Customer by the payment due date. Upon notification of a dispute, the Company shall undertake an investigation of the disputed charges. At the conclusion of the investigation, the Company shall notify the Customer of any amount determined by the Company to be correctly charged and such amount shall become immediately due and owing.

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## 2. REGULATIONS

### 2.7 Payment Arrangements (Cont'd)

#### 2.7.10 Disputed Bills (Cont'd)

##### A. Dedicated and Switched Access

In the event that the Customer disputes all or part of the billed amount, the Customer must submit a documented claim for the disputed amount and must include sufficient documentation consistent with the requirements as specified in this Section 2.6.b. If the Company sustains the disputed charges after investigating the dispute, the applicable Late Payment Charge will apply to any unpaid charges and shall be deemed correct and binding on the Customer. If, alternatively, the Company credits the charges after investigating the dispute, the Late Payment Charge will not apply.

In the event that the Customer disputes all or part of the billed amounts, and the Customer pays the total billed amount and the dispute is resolved in favor of the Customer, the Company will refund any overpayment. When a claim is filed within ninety (90) days of the due date, the penalty interest period shall begin on the payment date. When a claim is filed more than ninety (90) days after the due date, the penalty interest period shall begin on the date of the claim or the date of overpayment, whichever is later. The penalty interest period shall end on the date that the Company actually renders the overpayment to the Customer. The penalty interest rate shall be the rate set forth in 2.5.2 preceding.

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## 2. REGULATIONS

### 2.7 Payment Arrangements (Cont'd)

#### 2.7.10 Disputed Bills (Cont'd)

##### A. Dedicated and Switched Access (Cont'd)

Sufficient written documentation consists of the following information, where such information is relevant to the dispute:

1. Dedicated Access
  - (a) A clear explanation of the basis of the dispute, including what the Customer believes is incorrect (e.g., nonrecurring charge; mileage; circuit identification) and the reason why the Customer believes the bill is incorrect (e.g., monthly rate billed not same as in tariff; facility not ordered; service not received)
  - (b) The account number under which the bill was rendered
  - (c) The date of the bill
  - (d) The invoice number
  - (e) The circuit number, line number, trunk group number, Two-Six Code (TSC), end office or tandem identification, or other appropriate facility identification
  - (f) The exact dollar amount in dispute
  - (g) The universal service order code(s) (USOCs) associated with the service
  - (h) The Purchase Order Number(s) and dates involved for disputes involving order activity
  - (i) Details sufficient to identify the specific amount(s) and item(s) in dispute
  - (j) The name of the person responsible for the Customer's dispute
  - (k) Additional data as the Company reasonably requests from the Customer to resolve the dispute. The request for such additional information shall not affect the Customer's dispute date as set forth preceding.



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## 2. REGULATIONS

### 2.7 Payment Arrangements (Cont'd)

#### 2.7.10 Disputed Bills (Cont'd)

##### A. Dedicated and Switched Access (Cont'd)

Sufficient written documentation consists of the following information, where such information is relevant to the dispute:  
(Cont'd)

##### 2. Switched Access

- (a) A clear explanation of the basis of the dispute, including what the Customer believes is incorrect (e.g., nonrecurring charge; mileage; circuit identification) and the reason why the Customer believes the bill is incorrect (e.g., monthly rate billed not same as in tariff; facility not ordered; service not received)
- (b) The account number under which the bill was rendered
- (c) The date of the bill
- (d) The invoice number
- (e) The exact dollar amount in dispute
- (f) Call Detail Records (CDRs)
- (g) The universal service order code(s) (USOCs) and/or rate element associated with the service
- (h) Details sufficient to identify the specific amount(s) and item(s) in dispute
- (i) The name of the person responsible for the Customer's dispute
- (j) Additional data as the Company reasonably requests from the Customer to resolve the dispute. The request for such additional information shall not affect the Customer's dispute date as set forth preceding.

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## 2. REGULATIONS

### 2.8 Interruptions in Service

#### 2.8.1 Credits for Interruptions in Service

- A. Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer or of an authorized or joint user, or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects.
- B. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under its tariffs. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. 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.
- C. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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2. REGULATIONS

2.8 Interruptions in Service (Cont'd)

2.8.1 Credits for Interruptions in Service (Cont'd)

D. Credit allowances shall be calculated as follows:

1) Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 4 hours	None
4 hours up to but not including 8 hours	1/3 Day
8 hours up to but not including 12 hours	1/2 Day
12 hours up to but not including 16 hours	2/3 Day
16 hours up to but not including 24 hours	One Day

Two or more service interruptions of the same type to the same line/equipment of 2 hours or more during any one 24 hour period shall be considered as one interruption. In no event shall such interruption credits any one line/equipment exceed one day's fixed recurring charges for such line/equipment in any 24-hour period.

2) Interruptions Over 24 Hours

Interruptions over 24 hours will be credited 4-hours for each 4 hour period or fraction thereof. No more than one full day's credit will be allowed for 24-hour period.

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Carol Paulsen, Director

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## 2. REGULATIONS

### 2.8 Interruptions in Service (Cont'd)

#### 2.8.1 Credits for Interruptions in Service (Cont'd)

E. No credit allowance will be made for:

- 1) interruptions due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer, User, or other common carrier providing service connected to the service of the Company;
- 2) 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;
- 3) interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the Customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Company;
- 4) 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;
- 5) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- 6) 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; and
- 7) interruption of service due to circumstances or causes beyond the control of the Company.
- 8) interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

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## 2. REGULATIONS

### 2.9 Use of Customer's Service By Others

#### 2.9.1 Resale and Sharing

Any service provided under the Company tariffs may be resold to or shared with other persons at the option of Customer, except as provided 2.9.3, following. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to the tariffs of the Company, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

#### 2.9.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services available for resale and sharing pursuant to the Company tariffs. From each joint use arrangement, one member will be designated to the Customer responsible for the manner in which the joint use of the service will be allocated. TCG will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

#### 2.9.3 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party and any appropriate authorizations, if necessary, 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.

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## 2. REGULATIONS

### 2.10 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.9.1, preceding), Customer agrees to pay to the Company the following sums, within 21 days of the effective date of the cancellation or termination and be payable under the terms set forth in in this tariff: all costs, fees and expenses reasonably incurred in connection with:

- A. All Non-Recurring charges as specified in the Company's tariffs, plus
- B. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus
- C. All Recurring Charges specified in the applicable Company tariff for the balance of the then current term.

### 2.11 Notices and Communications

- A. 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.
- B. 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 the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- C. All notices or other communications required to be given pursuant to the tariffs of the Company will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- D. 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.

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## 2. REGULATIONS

### 2.12 Special Construction and Special Arrangements

Subject to the agreement of the Company and to all of the regulations contained in the tariffs of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions. Special construction is that construction undertaken:

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

#### 2.12.1 Basis for Charges

Where the Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

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2. REGULATIONS

2.12 Special Construction and Special Arrangements (Cont'd)

2.12.2 Basis for Cost Computation

The costs referred to in 2.12.1, preceding may include one or more of the following items to the extent they are applicable:

- A. Installation cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installation cost includes the cost of:
  - 1) equipment and materials provided or used,
  - 2) engineering, labor and supervision,
  - 3) transportation,
  - 4) rights of way, and
  - 5) any other item chargeable to the capital account;
- B. Annual charges including the following:
  - 1) cost of maintenance;
  - 2) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
  - 3) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
  - 4) any other identifiable costs related to the facilities provided; and
  - 5) an amount for return and contingencies.



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2. REGULATIONS

2.12 Special Construction and Special Arrangements (Cont'd)

2.12.3 Termination Liability

To the extent that there is no other requirement for use by the Company, the Customer may have a termination liability for facilities specially constructed at the request of the Customer if and only if such liability is clearly stated in written agreement between the Company and the Customer.

- A. The maximum termination liability is equal to the total cost of the special facility as determined under 2.12.2, preceding, adjusted to reflect the re-determined estimate net salvage, including any reuse of the facilities provided.
- B. The maximum termination liability as determined in paragraph (1) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six (6) percent, plus applicable taxes.

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## 2. REGULATIONS

### 2.13 Terms

The minimum term for any TCG South Florida Service shall not be less than one (1) month, unless otherwise agreed by the Company. The Customer and Company may agree to longer minimum terms for particular services.

### 2.14 Non-Standard Offerings

#### 2.14.1 Individual Case Basis (ICB) Arrangements

For special situations, rates for Dedicated Access Services will be determined on an Individual Case Basis (ICB) and specified by contract between the Company and the Customer.

#### 2.14.2 Dedicated Access Service Termination Liability

Upon the Customer's discontinuance of facilities prior to the expiration of the agreed upon term, the termination liability with regard to facilities will be equal to the monthly charge times the number of months remaining on the contract (discounted for present value of 6%.)

In the event that one or more Local Services are terminated prior to the completion of the Minimum Retention Period, a Service Termination Charge will apply. For Local Services that are terminated with less than twelve months remaining to be completed in the Minimum Retention Period for that Local Service, a Service Termination Charge equal to three months recurring charges will apply. For Local Services that are terminated with between twelve and twenty-three months remaining to be completed in the Minimum Retention Period for that Local Service, a Service Termination Charge equal to six months recurring charge will apply. For Local Services that are terminated with twenty-four or more months remaining to be completed in the Minimum Retention Period for that Local Service, a Service Termination Charge equal to nine months recurring charges will apply.

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## 2. REGULATIONS

### 2.13 Definitions

Certain terms used generally throughout the tariffs of TCG are defined below:

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

Authorized User: A person, firm or corporation which is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively.

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

Central Office: A switching unit providing telecommunication services to the general public, designed for terminating and interconnecting lines and trunks.

Communications Services: The Company's intrastate regulated telecommunications services.

Company, TCG: TCG South Florida, the issuer of this tariff.

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

End User: The final user of any service offered in this tariff.

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

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

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## 2. REGULATIONS

### 2.13 Definitions (Cont'd)

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

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

Mbps: Megabits, denotes millions of bits per second.

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

Network: Refers to the Company's facilities, equipment, and services provided under this Tariff.

Point of Connection: Also abbreviated "POC." A location designated by the Company for the connection of Customer-provided wiring and terminal equipment to the services offered under the tariffs of the Company.

Port: A connection to the Company's switching network with one or more voice grade communications channels, each with a unique network address (telephone number), dedicated to the Customer. Each port is equipped with a Terminal Interface.

Premises: The space occupied by a Customer or authorized user in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

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

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## 2. REGULATIONS

### 2.13 Definitions (Cont'd)

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 the tariffs of the Company, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth herein and pursuant to the tariffs of the Company, but the duration of the service is calculated from the Service Commencement Date.

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

Terminal Interface: The method of physical connection between a Company-provided service and a Customer's or User's transmission cable, inside wiring, or terminal equipment. Depending upon the service ordered by the Customer, there may be a choice of terminal interfaces. The Customer is responsible for ordering a terminal interface that is compatible with the Customer's or User's terminal equipment. All terminal interfaces will be provided by industry-standard connectors as specified in or authorized by Subpart F of Part 68, Title 47, Code of Federal Regulations.

User: Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

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### 3. DEDICATED ACCESS SERVICES\*

#### 3.1 Description

Dedicated Access Services consist of the services offered pursuant to this section, either individually or in combination. Each service is offered independently of the others. Service is offered via the Company's facilities for the transmission of one-way and two-way communications, unless otherwise noted.

#### 3.2 Services Offered

The following dedicated access services are offered in this tariff:

DS3 Service (44.7 Mbps)  
DS1 Service (1.5 Mbps)  
DS0 Service (up to 64 kbps)  
Video Service (4.2 Mhz bandwidth)  
LanLink Service (4, 10 or 16 Mbps)  
OmniLink Service ( OC-3 and )C-12 SONET rings)  
Other services may be provided by the Company on an Individual Case Basis (ICB).

#### 3.3 Type I and Type II Services

DS3 Service and DS1 Service may be provided as either Type I or Type II Services, depending upon the availability of facilities. Type I Service rates apply when both endpoints of the channel are served by the Company's network. Type II Service rates apply when one endpoint of the transmission channel is served by a another local exchange carrier's network (Type II Services are provided via a combination of the Company's facilities and another local exchange carrier facilities).

DS3 and DS1 channels where both endpoints are served by another local exchange carrier's network will be provided at the sole discretion of the Company, on an Individual Case Basis (ICB), applied in a non-discriminatory manner.

- \* Effective August 1, 2008, all services residing in this section will no longer be available under this tariff. Customers may maintain their existing Service arrangements until their current contract term expires. At the end of the Customer's current contract term, Customers may continue to maintain their existing Service arrangements on a month-to-month basis until terminated by either party. After August 1, 2008, no new term plan renewals will be permitted, and no moves, adds or changes (including reconfigurations) to an existing Service arrangement will be permitted for Customers whose Service arrangements are on a month-to-month basis.

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### 3. DEDICATED ACCESS SERVICES\*

#### 3.4 DS3 Service (44.736 Mbps)

DS3 Service is composed of digital channels provided at 44.736 Mbps for the transmission of one-way and two-way communications. Interconnections to such channels and equipment interfacing to such channels shall meet the following technical characteristics:

Line Rate: 44.736 Mbps +/- 20 ppm  
Line Code: Bipolar with three-zero substitution  
Test Load: 75 ohms resistive +/- 5 percent

Power Levels: For an all-ones transmitted pattern, the power in a 2 KHz band about 22.368 KHz shall be -1.8 to +5.7 dBm and the power in a 2 KHz band about 44.736 MHz shall be at least 20 dB below that in a 2 KHz band about 22.368 KHz.<sup>1</sup>

Digital channels at 44.736 Mbps will be provided in one of the following configurations, as specified by the customer:

##### A. Clear Channel DS3

A DS3 signal that is transmitted intact and transparently as provided at the customer interface. No performance monitoring is performed since all 44.736 Mbps are considered customer data or voice.

##### B. M13 Framed DS3

A DS3 that is channelized into 28 DS1 (1.544 Mbps) signals and include a predefined standard multiplexing scheme as defined in ANSI T1.107a. The M13 DS3 contains parity bits which can be monitored to offer an approximate measure of performance. 43.232 Mbps is customer data (or voice), the remainder being used for framing, synchronization, parity, etc.

##### C. C-bit Parity Framed DS3

A DS3 that can be used for subrated or non-subrated DS3 signals. This allows DS3 signal monitoring for end-to-end performance measurement on an in-service basis, transmitted on the maintenance data communications channel. The C-bit parity format is defined in ANSI T1.107a. 43.232 Mbps is customer data (or voice), the remainder being used for framing, synchronization, parity, etc.

The power levels specified by CCITT Recommendation G.703 are identical except that the power is to be measured in 3 KHz bands.

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### 3. DEDICATED ACCESS SERVICES\*

#### 3.5 DS1 Service

DS1 Service is composed of digital channels provided at 1.544 Mbps for the transmission of one-way and two-way communications. Interconnections to such channels and equipment interfacing to such channels shall meet the following technical characteristics:

Line Rate: 1.544 Mbps + 130 ppm

Line Code: AMI: bipolar with at least 12.5% average ones density and no more than 15 consecutive zeros;  
or

B8ZS: no minimum density of ones and no consecutive zeros limit.

Test Load: 100 ohms resistance.

Pulse Shape: The pulse amplitude shall be between 2.4 and 3.6 volts.

Power Levels: For an all-ones transmitted pattern, the power in a 2 KHz band about 772 KHz shall be 12.4-18.0 dBm and the power in a 2 KHz band about 1544 KHz shall be at least 29 dB below that in a 2 KHz band about 771 KHz.

Pulse Imbalance: There shall be less than 0.5 dB difference between the total power of the positive pulses and the negative pulses.

#### NOTES:

1. The CCITT specification is +/- 50 ppm.
2. Recommended for new equipment: The power in a 2 KHz band about 772 KHz shall be 12.6-17.9 dBm. CCITT requirements: The power in a 3 KHz band about 772 KHz is 12.0-19.0 dBm.
3. CCITT requirements: The power in a 3 KHz band about 1544 KHz shall be at least 25 dB below that in a 3 KHz band about 772 KHz.



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### 3. DEDICATED ACCESS SERVICES\*

#### 3.6 DS1 Service (Cont'd)

Digital channels at 1.544 Mbps will be provided in one of the following configurations, as specified by the customer:

##### A. Unframed DS1

A DS1 signal that does not follow standard framing formats of 192 bits for data and a 193 Rd bit for framing. An unframed DS1 cannot be synchronized to the network and is not performance monitored.

##### B. D4/SF DS1

A framed DS1 consisting of 12 frames (2316 bits) of 192 bits preceded by one framing bit (F bit). This service can be coded as AMI or B8ZS.

##### C. ESF DS1

Extends superframe structure from 12 to 24 frames (4632 bits) and redefines the 8 kbps pattern into 2 kbps for mainframe and robbed-bit signaling synchronization, 2 kbps for CRC-6 and 4 kbps for terminal-to-terminal data link. This service can be coded as AMI or B8ZS.

#### 3.6.1 Fanout DS1 Service

Fanout DS1 Service allows a customer to aggregate up to 28 DS1 channels that terminate in the same location into a single DS3 Local Distribution Channel.

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### 3. DEDICATED ACCESS SERVICES\*

#### 3.7 DS0 Service

DS0 Services are Digital Channels furnished by the Company at transmission speeds of 2.4 kbps, 4.8 kbps, 9.6 kbps, 19.2 kbps, 56 kbps, 64 kbps, or in multiples of 56 kbps or 64 kbps up to 1.544 Mbps. Such channels will be configured by the Company to transmit digital data at specified data rates or analog signals converted to digital signals, as described below. Interconnections to such channels and equipment interfacing to such channels shall meet the technical characteristics described below in connection with each service configuration. The NCI Codes referenced below are defined in Bell Communications Research (Bellcore) publication TR-NPL-000335.

Each DS0 channel will be provided in one of the following configurations, as specified by the customer.

##### 3.7.1 Effective 2-Wire Service

Provides a digital transmission channel capable of normally carrying, among other information, the digitized representation of human speech. At the Company's point of interconnection with the User, the service will have the technical characteristics of a standard 2-wire analog telephone circuit. Specific configurations are as follows:

##### 3.7.2 Private Line Manual Ringdown

2 wire, 600 ohm or 900 ohm, Loop Start with industry standard demarcation (NCI Code: 02AC2, 02AC3). Provides a circuit connecting two specific locations, where signaling (i.e., ringing current) is provided externally by the customer. A transmission can be originated from either end. Ringing at 20 Hz will be at industry-standard voltage and current.

##### 3.7.3 Private Line Automatic Ringdown (PLAR)

2 wire, 600 ohm, Loop Start with industry standard demarcation (NCI Code: 02LR2). Provides a circuit connecting two specific locations, where signaling (ringing) is automatically generated by the Company upon off hook (transmission origination). Either end can originate the transmission. Ringing at 20 Hz will be at industry-standard voltage and current.

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### 3. DEDICATED ACCESS SERVICES\*

#### 3.7 DS0 Service (Cont'd)

##### 3.7.4 OPX/Tie Line/FX/Tie Trunk Private Lines

(OPX) - 2 wire, 600 ohm or 900 ohm, Loop Start, Ground Start, or E+M, with industry standard demarcation (Pose NCI Codes: 02LS2, 02LS3, 02GS2, 02GS3, 02LO2, 02GO2, 04EA2-M, 04EA2-E, 06EB2-M, 06EB2-E). The circuit will be transparent to OPX signaling (e.g., DP or MF dialing, ringing).

##### 3.7.5 2-Wire Transmission Only

2 wire, 600 ohm, open loop (continuously connected) with industry standard demarcation (NCI Code: 02NO2). C4 conditioned circuit connecting two locations, typically used for voice-grade data services.

##### 3.7.6 Effective 4-Wire Service

Provides a digital transmission channel capable of normally carrying, among other information, the digitized representation of human speech and duplex transmission of data converted to analog signals. At the Company's point of interconnection with the User, the service will have the technical characteristics of a standard 4-wire data-conditioned telephone circuit. Specific configurations are as follows:

##### 3.7.7 4-wire Transmission Only

4 wire, 600 ohm, open loop (continuously connected), with industry standard demarcation. C4/D1 conditioned circuit, with separate transmit and receive wire pairs.

##### 3.7.8 4-Wire Tie Line/Tie Trunk Private Lines

4-wire talk path, 600 ohm, with industry standard demarcation. Additional leads for signaling, supporting Type I, II, and III E+M or reverse E+M.

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### 3. DEDICATED ACCESS SERVICES\*

#### 3.8 Digital Services

Provides a digital transmission channel capable of normally carrying synchronous digital data signals. The following service configurations are available:

##### 3.8.1 Speed Data Service

A 4-wire 135 ohm handoff. Other possible handoffs are RS232/DB25. Provides a point-to-point, DDS-compatible full-duplex synchronous circuit operating at 2.4 Kbps, 4.8 Kbps, 9.6, or 19.2 Kbps, with error correction. Supports all DDS control codes. Secondary channel is supported.

##### 3.8.2 56 Kbps Data Service

A 4-wire 135 ohm handoff. Other possible handoffs are RS232/DB25, RS422/DB25, or V.35. Provides a point-to-point, DDS-compatible full-duplex synchronous circuit operating at 56 Kbps. No error correction is provided. Supports all DDS control codes. Optional secondary channel is supported.

##### 3.8.3 64 Kbps Data Service

A 4-wire 135 ohm handoff. Other possible handoffs are RS232/DB25, RS422/DB25, or V.35. Provides point-to-point, 64 Kbps clear channel for a full-duplex synchronous data circuit. No error correction or in-band control codes are supported.

##### 3.8.4 Fractional DS1

RS422/DB25 or V.35 handoff. Provides a point-to-point channel at any speed between 56 Kbps and 1.544 Mbps for full-duplex synchronous data transmission, provided that the speed is a multiple of 56 or 64 Kbps.

#### 3.9 Fanout DS0 Service

Fanout DS0 Service allows a customer to aggregate up to 24 DS0 channels that terminate in the same location into a single DS1 Local Distribution Channel.

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### 3. DEDICATED ACCESS SERVICES

#### 3.10 Video Service

The Company will furnish a broadcast quality signal in accordance with NTSC standards. For a short haul link, the video channel and its associated audio subchannels will have the following technical characteristics:

##### Video:

###### Input/Output

Impedance: The standard video input/output impedance for unbalanced-to-ground connection shall be 75 ohms, with a return loss of at least 30 dB over the frequency range of 0 to 4.2 MHz.

###### Signal Input/

Output Level: The standard composite picture signal input/output level shall be 1.0 volts peak-to-peak measured across the standard input impedance.

Bandwidth: Each video channel shall have a minimum of 4.2 MHz bandwidth.

Signal-to-Noise Ratio: Signal-to-noise ratio shall not be less than 67 dB.

##### Audio:

###### Input/Output

Impedance: Audio input/output impedance shall be 600 ohms balance-to-ground with a return loss of at least 30 dB over a frequency range of 50 to 15,000 Hz.

###### Signal:

Input/Output The audio test tone

Level: Input/output level for rated maximum modulation shall be in the range from 0 to +18 dBm. The frequency of the test tone signal shall be 1000 Hz. Nominal program transmission volume is +8 VU.

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3. DEDICATED ACCESS SERVICES

3.10 Video Service Cont'd)

Bandwidth: Each audio subchannel shall have a minimum bandwidth of 15 KHz.

NOTES:

1. In accordance to EIA-RS250C short haul specifications.
2. An alternate standard for video is balanced-to-ground 124 ohms.
3. An alternate standard for audio is balanced-to-ground 150 ohms.

Video Channels will be furnished by the Company in accordance with NTSC in one of the following configurations, as specified by the customer (there is no price differential between configurations):

Composite: A single hand-off containing the audio and video information. The audio signal rides as a on the modulated video signal.

Baseband: Separate hand-offs for the audio and video information. The audio is discriminated from the video portion of the signal.

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### 3. DEDICATED ACCESS SERVICES\*

#### 3.11 LanLink

LanLink is a high speed (4, 10, or 16 Mbps) dedicated transport service for the interconnection of Local Area Networks (LANs) in a single metropolitan area. Serving as a basic LAN extension for 4 or 16 Mbps Token Ring LANs or 10 Mbps Ethernet LANs, LanLink can connect two or more similar LANs within a metropolitan area.

TCG's LanLink service includes the installation and maintenance of the bridge hardware for the Ethernet LAN, and repeater hardware for the Token Ring. This hardware enables connectivity at a LAN's native speed - 4 or 16 Mbps for Token Ring LANs and 10 Mbps for Ethernet LANs.

Basic LanLink service includes power and common logic redundancy at no extra charge. For an additional charge, optical redundancy and redundant customer network interface cards (NIC) can be provided.

#### 1) Hardware Platform

LanLink uses TCG's fiber backbone to connect the LANs. TCG equipment can connect to the fiber backbone directly or via clear channel DS3. The equipment utilized is a multi-protocol, (Token Ring, Ethernet) time-division multiplexer (TDM).

##### 1. Ethernet

Ethernet is a local area network that operates over twisted wire (10 Base T), Thinnet or Thicknet cable at 10 Mbps. When LanLink is provisioned with optical fiber, the maximum bandwidth available on the equipment is 80 Mbps, supporting eight 10 Mbps Ethernet links. When provisioned over clear channel DS3, the maximum bandwidth available is 40 Mbps, which supports four 10 Mbps Ethernet links. Additional equipment can be installed, when a customer wants additional links between locations.

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### 3. DEDICATED ACCESS SERVICES

#### 3.11 LanLink (Cont'd)

##### Ethernet Handoff

If a customer has an Ethernet LAN, they must provide TCG an IEEE 802.3 female DB15 (10Base5) AUI connector. If the customer has 10BaseT (twisted pair) or fiber-based Ethernet, then the customer must provide a media converter in order to provide TCG the appropriate handoff.

The allowable distance between TCG equipment and the customer's Ethernet LAN is 164 feet when using an electrical transceiver cable. If the standard distance is exceeded and additional cabling is necessary to connect TCG equipment to the customer LAN, the customer will be charged for the cost of time and materials.

##### 1. Token Ring

Token Rings are usually designed in a circle or star configuration, and operate at either 4 or 16 Mbps. As stated above, the maximum bandwidth available on the equipment 100 is 80 Mbps when LanLink is provisioned with optical fiber. This bandwidth can support five 16 Mbps Token Ring links or twenty 4 Mbps links. When provisioned over DS3, the maximum bandwidth available is 40 Mbps, which supports two 16 Mbps Token Ring links or ten 4 Mbps links. If a customer wants additional links between locations, additional equipment can be installed.

##### Token Ring Handoff

The customer interface for Token Ring LanLink is an IEEE 802.5 female DB9 connector. If the customer has other cabling, they must provide a media converter in order to provide TCG the appropriate handoff.

The allowable distance between TCG equipment and the customer's Token Ring LAN is 300 feet when using a Type 1 cable. If the standard distance is exceeded and additional cabling is necessary to connect TCG equipment to the customer LAN, the customer will be charged for the cost of time and materials.



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### 3. DEDICATED ACCESS SERVICES

#### 3.12 OmniLink

OmniLink provides local OC-3 and OC-12 SONET rings between multiple customer designated premises and TCG's nodes. Connections to the nodes are provided over standard DS1 and DS3 interfaces. This service will be available with the capacity to transport 3 DS3s (155.52 Mbps) and 12 DS1s (622.08 Mbps).

Within the 3 DS3 or 12 DS1 capacity, the customer may order a combination of DS1 and DS3 interfaces. The interface at the customer premises will conform to standard ANSI DS3 interface (44.736 Mbps) specifications and/or standard ANSI DS1 interface (1.544 Mbps) specifications. OC-3, OC-12 and STS-1 interfaces are available on an Individual Case Basis.

The OmniLink service is subject to facility availability. Where facilities are not available, OmniLink may be provided on an Individual Case Basis (ICB).

#### OC-3 Capacity

DS1s and/or DS3s may be ordered not to exceed OC3 capacity per the following table. The configuration of DS1s and DS3s is dependent on the capacity of the TCG transmission equipment located at the Customer's location.

#### Interface Combinations

DS1		DS3
0	and	0-3
0-28	and	0-2
0-56	and	0-1
0-84	and	0

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### 3. DEDICATED ACCESS SERVICES\*

#### 3.12 OmniLink Service (Cont'd)

##### OC-12 Capacity

DS1s and/or DS3s may be ordered not to exceed OC12 capacity per the following table. The configuration of DS1s and DS3s is dependent on the capacity of the TCG transmission equipment located at the Customer's location.

##### Interface Combinations

<u>DS1</u>		<u>DS3</u>
	and	0-12
0-28	and	0-11
0-56	and	0-10
0-84	and	0-9
0-112	and	0-8
0-140	and	0-7
0-168	and	0-6
0-196	and	0-5
0-224	and	0-4
0-252	and	0-3
0-280	and	0-2
0-308	and	0-1
0-336	and	0

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### 3. DEDICATED ACCESS SERVICES\*

#### 3.13 Call Completion Service

##### Switched Transport Rate Category

Switched transport provides the transmission facilities between the customer premises or collocated interconnection location and the Company's end-office switch(es) where the customer's traffic is switched to originate or terminate customer's communications.

##### Tandem Switched Transport Rate Category

Tandem Trunk Transport provides the transmission path from the SWC of the customer's premises to an end office utilizing tandem switching functions. Tandem Switched Transport consists of circuits dedicated to the use of a single customer from the customer's premises to the access tandem and circuits used in common by multiple customers. For Tandem Switched Transport the Company will determine the type of facilities from the SWC of the customer's premises to the end office based on the customer's order for service based on a busy hour minutes of capacity basis or on a per trunk basis.

The Tandem Switched Transport rate category is comprised of a Tandem Transport fixed MOU rate, Tandem Transport Per Mile/Per MOU rate, and a Tandem Switching MOU rate. The fixed rate provides the circuit equipment at the end of the interoffice transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the interoffice circuits. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the tandem office and the end office using the V&H coordinates method for all of the customer's usage at that specific tandem. The rate elements applicable to Tandem Switched transport facilities include the fixed and per mile Tandem Switched transport rate elements. The Tandem Switching rate element provides for the tandem switching functions.

In addition, the customer has the option to purchase direct trunks to the access tandem as specified above. If the customer chooses this option, the per mile/per MOU rate shall be measured between the tandem office and the end office (common traffic) using the V&H coordinates method for all of the customer's usage at that specific tandem. The tandem transport fixed per MOU and per mile rates will apply. In addition, the Tandem Switching rate will apply when the ILEC charges the Company for tandem switching for UNE-P and when the Company in a facilities-based environment provides tandem switching.

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### 3. DEDICATED ACCESS SERVICES

#### 3.13 Call Completion Service (Cont'd)

##### End Office

The End Office rate category provides for the local switching and end user origination or termination functions necessary to complete the transmission of Call Completion Services to and from the end users served by the Company's end offices. The End Office rate category consists of the Call Completion rate element.

##### Call Completion Rate Element

The Call Completion rate element provides for the use of end office switching equipment, terminations for the end user lines terminating in the local end office, and for the termination of calls at a Company Intercept operator or recording when provided on Company switches.

##### 800 Data Base Access Service

800 Data Base Access Service is an originating only trunk side service. When an 800+NXX+XXXX call is originated by an end user, TCG will perform customer identification based on screening of the full ten-digits of the 800 number to determine the location to which the call is to be routed.

800 Data Base Access Service calls will be delivered to the customer directly from a TCG end office only when the end office is equipped with 800 Data Base Query functionality, i.e., the ability to query the 800 Data Base to perform ten-digit customer identification. When the end office does not have 800 Data Base query functionality, 800 calls will be blocked.

Call Completion rates and charges apply to 800 Data Base Access Services calls originated from TCG end offices. In addition to Call Completion usage charges, a basic query charge as specified hereinafter following applies to each 800 Data Base Access service call delivered to the customer. A basic query consists of customer identification {i.e., Carrier Identification Number (CIC), delivery of the ten-digit number, ANI, and the allowable area of service, designated by the customer, from which 800 calls can be received.

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### 3. DEDICATED ACCESS SERVICES

#### 3.13 Call Completion Service (Cont'd)

##### 800 Data Base Query Charge

The basic query charge is assessed the customer based on the query of the 800+NXX+XXXX number dialed and/or delivered to the customer in conjunction with 800 Data Base Access Service. 800+NXX+XXXX calls delivered to the customer are based on information derived via queries to the 800 Data Base.

##### Reciprocity

Notwithstanding any other provision of this tariff, with respect to any Customer that, on its own or through an Affiliate, provides services comparable to the services provided under this tariff to the Company within Florida, during any billing period, if the applicable rates and charges set forth in this tariff are lower than the rates and charges offered or charged anywhere within Florida by the Customer or its affiliate to the Company for such comparable services as of the last day prior to such billing period, ("Customer Price"), then for such Customer, the comparable rates and charges in this tariff may be increased by the Company to an amount equal to such Customer Price.

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### 3. DEDICATED ACCESS SERVICES\*

#### 3.14 Customer Transfer Charges

Customer Transfer Charges apply when a TCG Local Customer is transferred from TCG to an Incumbent Local Exchange Carrier (ILEC) or to a Competitive Local Exchange Carrier (CLEC) that imposes charges similar to those imposed by the ILEC for activities related to Customer migration between carriers. A Customer Transfer Charge may also apply to non-standard requests for migration of a Customer between TCG and a CLEC, to which the Customer's service is being migrated.

#### 3.15 Application of Charges

The following non-recurring charges apply:

- A. Customer Transfer Charges apply per each DS-0 and DS-1 facility, and will be equal to the New Service Request special access or UNE-loop charges applied by the dominant LEC.
- B. A Supplemental Charge applies per each request made to change or revise the original order.
- C. An Expedite Charge applies in instances where TCG receives a Request to reduce the migration interval to less than the standard, published TCG interval pertaining to expedites.
- D. A Cancellation Charge applies in instances where a Customer Transfer Request is cancelled.
- E. Reciprocal Pricing, as specified below applies.

#### 3.16 Rates and Charges

Notwithstanding any other provision of this tariff, rates and charges in this Section may be increased by the Company to an amount equal to the rate charged by the Incumbent LEC for similar such activities.

The rates and charges in the Price List are applicable to each TCG Local Customer Transfer, per service transferred.

\*Standard rates include two (2) video channels. A customer may order additional audio channels up to a maximum of four. There is no charge for the installation of additional audio channels when they are ordered at the time of the initial video circuit installation.

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### 3. DEDICATED ACCESS SERVICES

#### 3.17 Rates for Dedicated Access Services

Non-recurring and monthly recurring rates apply for each Digital Transmission Service furnished by the Company. Monthly recurring rates vary according to the time period for which the customer commits to take the service. Unless otherwise noted, three standard rate elements are used in calculating the monthly recurring rate for each service:

##### 3.17.1 Local Distribution Channel (LDC)

This rate element applies to each end-point of a digital channel provided to a customer.

##### 3.17.2 Interoffice Channel Mileage-Fixed

This rate element applies per digital channel whenever there is mileage associated with the channel; a digital channel has mileage associated with it when the endpoints of the channel are located in geographic areas normally served out of separate incumbent local exchange carrier ("ILEC") end offices. This rate element applies per circuit endpoint.

##### 3.17.3 Interoffice Channel Mileage-Per Mile

This rate element applies whenever there is mileage associated with the digital channel. The unit rate is multiplied by the number of miles (Interoffice Mileage) between the two ILEC end offices serving the geographic areas in which the endpoints of the channel are located. Interoffice Mileage is determined according to the V&H coordinates method set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4. Fractions of a mile are rounded up to the next whole mile before rates are applied.

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## DEDICATED ACCESS SERVICES

## A. DS3 Service

## Type I &amp; Type II DS3 Rates (BellSouth Territory)

<u>Zones 1, 2 &amp; 3</u>	<u>1 YEAR</u>	<u>3 YEAR</u>	<u>5 YEAR</u>
Local Distribution Channel (Per Channel)	\$2,063	\$1,702	\$1,563
Interoffice Channel Mileage (Fixed)			
0-8 Miles	\$1,508	\$1,240	\$1,055
9-25 Miles	\$1,647	\$1,378	\$1,193
26+ Miles	\$1,878	\$1,563	\$1,425
Interoffice Channel Mileage (Per Mile)			
0-8 Miles	\$ 130	\$ 107	\$ 98
9-25 Miles	\$ 130	\$ 107	\$ 98
26+ Miles	\$ 130	\$ 107	\$ 98
Installation Rate Per Local Distribution Channel:	\$ 838	\$ 550	\$ 550

## Type I &amp; Type II DS3 Rates (GTE Territory)

<u>Zones 1, 2 &amp; 3</u>	<u>1 YEAR</u>	<u>3 YEAR</u>	<u>5 YEAR</u>
Local Distribution Channel (Per Channel)	\$1,157	\$685	\$601
Interoffice Channel Mileage	\$370	\$370	\$370
Interoffice Channel Mileage (Per Mile)	\$ 28	\$ 28	\$ 28
Installation Rate Per Local Distribution Channel:	\$ 830	\$ 830	\$ 830



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DEDICATED ACCESS SERVICES

A. DS3 Service

Volume Discounts (BellSouth Region)\*

Local Distribution Channel

Rate Per DS3 Channel ( Per End)  
Zones 1, 2 & 3

<u># of DS3s</u>	<u>1 Year</u>	<u>3 Year</u>	<u>5 Year</u>
2	NA	NA	NA
3	\$1,303	\$1,148	\$1,049
12	\$ 459	\$ 423	\$ 386
24	\$ 406	\$ 361	\$ 330
Installation Rate: (Per Local Distribution Channel)	\$ 838	\$ 550	\$ 550

- Notes: \*1) Volume Discounts apply when a customer orders 3 or more DS3 circuits between the same locations at the same time.
- 2) In addition to the Local Distribution Channel Charge, the standard per mile and fixed mileage charges apply to the above rates.

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## DEDICATED ACCESS SERVICES

## B. DS1 Service (1.544 Mbps)

Basic DS1 Service (1.544 Mbps) capacity digital channel is available on a 24 hour per day, 7 day per week basis between two points.

## 1) BELLSOUTH Territory - Type I &amp; Type II DS1 Rates

<u>Rates (Zones 1,2 &amp; 3)</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
Local Distribution Channel (Per Channel)			
Zone 1	\$143	\$121	\$118
Zone 2	\$148	\$121	\$118
Zone 3	\$153	\$121	\$118
Interoffice Channel Mileage - Fixed			
Zone 1	\$ 86	\$ 76	\$ 72
Zone 2	\$ 90	\$ 76	\$ 72
Zone 3	\$ 92	\$ 76	\$ 72
Interoffice Channel Mileage - Per Mile			
Zone 1	\$ 22	\$ 14	\$ 12
Zone 2	\$ 23	\$ 15	\$ 13
Zone 3	\$ 24	\$ 16	\$ 14
Installation Rate Per Local Distribution Channel (LDC)			
	<u>First LDC</u>	<u>Each Additional LDC</u>	
With/ 0 Miles	\$824.00	\$462.00	
With/ 1+ Mile	\$713.0	\$285.00	

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## DEDICATED ACCESS SERVICES

I. OmniLink

OmniLink provides local OC-3 and OC-12 SONET rings between multiple customer designated premises and TCG's nodes. Connections to the nodes are provided over standard DS1 and DS3 interfaces. This service will be available with the capacity to transport 3 DS3s (155.52 Mbps) and 12 DS3s (622.08 Mbps).

The following rates elements apply to OmniLink service:

TCG Hub Node - This monthly recurring element provides for Add/Drop multiplexing equipment located at the TCG Node. This element is rated at either a 3 DS3 or 12 DS3 capacity level.

One TCG Hub Node rate applies for each TCG Hub located on the SONET network. The number of Hub Nodes will be designated by the Customer, however, there must be at least one TCG Hub Node and two Customer Premise Nodes on each Omnilink network.

TCG Node Port - This monthly recurring element provides for the DS1 and/or DS3 channelization that must take place at each TCG Hub Node on the SONET network. A monthly recurring rate and/or a nonrecurring charge will apply only where a DS1 or DS3 network facility originates or terminates.

Customer Premises Node - This monthly recurring rate provides for the Add/Drop multiplexing capability at the customer premises. The rate is comprised of either a 3 DS3 or 12 DS3 capacity and is applied at each customer node on the OmniLink Network.

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## DEDICATED ACCESS SERVICES

B. DS1 Service (1.544 Mbps)

2) GTE Region

Type I & Type II DS1 Rates

<u>Rates (Zones 1, 2 &amp; 3)</u>	<u>1 Year</u>	<u>3 Year</u>	<u>5 Year</u>
Local Distribution Channel (Per Channel)	\$190	\$171	\$152
Interoffice Channel Mileage (Fixed)	\$ 21	\$ 21	\$ 21
Interoffice Channel Mileage (Per Mile)	\$3.50	\$3.50	\$3.50
<u>Installation Rate</u>			
Per Local Distribution Channel	\$428		
Per Add'l Local Distribution Channel*	\$428		

\*Additional Local Distribution Channel installation rate will apply only when a customer orders two (2) or more circuits between the same locations at the same time.

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DEDICATED ACCESS SERVICES

C) Fanout DS1 Service

This service consists of up to 28 DS1 (1.544 Mbps) digital channels, which are aggregated at a TCG Node onto a standard DS3 circuit with Interoffice Mileage and a Local Distribution Channel at the terminating end.

Fanout DS1's consist of 3 rate elements:

- 1) **DS1 Local Distribution Channels** - Rated as a standard DS1 Local Distribution Channel.
- 2) **Central Office Multiplexing** - Aggregates the 28 DS1's onto DS3 interoffice facilities.

Rates - Bell South Region

<u>Non-Recurring</u>	<u>Monthly Recurring</u>		
	<u>1 Year Term</u>	3 Year Term	5 Year Term
\$270	\$463	\$454	\$431

Rates - GTE Region

\$417	\$405	\$405	<u>\$405</u>
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- 3) **DS3 Interoffice Mileage/Local Distribution Channel** - Rated as standard DS3 Circuit.

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## DEDICATED ACCESS SERVICES

## D. High Capacity DS1 Service

<u>Service Configuration</u>	<u>Non-Recurring</u>	<u>Monthly Recurring</u>		
		<u>1 Year</u>	<u>3 Year</u>	<u>5 Year</u>
(28) DS1s between two Client Locations				
		Standard DS3 Rate Schedule		
DS3/1 Mux @ TC Node	\$270	\$463	\$454	\$431

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## DEDICATED ACCESS SERVICES

## E. DS0 Service

DS0 Service is a Digital Transmission Service furnished by the Company at transmission speeds of 2.4 kbps, 4.8 kbps, 9.6 kbps, 19.2 kbps, 56 kbps, 64 kbps, or in multiples of 56 kbps or 64 kbps up to 1.544 Mbps. Such channels will be configured by the Company to transmit digital data at specified data rates or analog signals converted to digital signals.

1) DS0 Local Distribution Channel (BellSouth Territory)\*

	<u>Monthly Recurring Charges</u>		
	<u>Non- Recurring</u>	<u>DS0 Local Channel</u>	<u>DS0 Mileage</u>
2 wire voice grade	\$425	\$38.00	\$28.00 plus \$1.90 per mile
4 wire voice grade	\$425	\$53.00	\$28.00 plus \$1.90 per mile
2.4 to < 56 kbps	\$500	\$90.00	\$37.00 plus \$3.75 per mile
56 or 64 kbps	\$500	\$90.00	\$37.00 plus \$3.75 per mile
56 or 64 kbps x N (N > 1)	\$500 x N w/2,250 MAX	\$90 x N	\$37.00 plus \$3.75 per mile

2) DS0 Local Distribution Channel (GTE Territory)\*

2 wire voice grade	\$180	\$28.00	\$0.00 plus \$3.90 per mile
4 wire voice grade	\$180	\$46.00	\$0.00 plus \$3.90 per mile
2.4 to < 56 kbps	\$0	\$98.00	\$0.00 plus \$4.60 per mile
56 or 64 kbps	\$0	\$98.00	\$0.00 plus \$4.60 per mile
56 or 64 kbps x N	\$0	\$98 x N	\$0.00 plus \$4.60 per mile

\*Local Distribution Channel rates are applied on a "per local distribution channel" basis.

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Carol Paulsen, Director

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DEDICATED ACCESS

F. Fanout DS0 Service

This service consists of up to 24 DS0 digital channels, which are aggregated at a TCG Node onto a standard DS1 circuit with Interoffice Mileage and a Local Distribution Channel at the terminating end. There is a minimum 90 day service period for each Hubbed DS0 Service.

Hubbed DS0's consist of 3 rate elements:

- 1) DS0 Local Distribution Channels - Rated as a standard DS0 Local Distribution Channel.
- 2) DS1/0 MUX @ TCG Node - Aggregates the 24 DS0's onto DS1 interoffice facilities.

Rates - BellSouth Region

	<u>Monthly Recurring</u>			
<u>Non-Recurring</u>	<u>1 Year Term</u>	<u>2 Year Term</u>	<u>5 Year Term</u>	
\$0	\$176	\$163	\$159	

Rates - GTE Region

\$720	\$720	\$720	\$720	
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- 3) DSI Interoffice Mileage/Local Distribution Channel - Rated as standard DSI Circuit.

G. Video Rate Schedule

The Company will furnish a broadcast quality signal in accordance with NTSC standards. Video Transmission Service consists of a point-to-point video channel and two associated audio subchannels.

<u>Service Component</u>	Non-Recurring	Monthly Recurring		
		<u>1 YR.</u>	<u>3 YR.</u>	<u>5 Yr.</u>
Local Distribution Channel (Per channel)	--	\$450	\$405	\$360
Interoffice Channel Mileage (Fixed)	--	\$313	\$282	\$250
Interoffice Channel Mileage (Per Mile)	--	\$162	\$145	\$130
Additional Audio Channels** (Per Audio Channel)	\$500	\$100	\$100	\$100
Scrambling Capability (Per Video Channel)	--	\$100	\$100	\$100



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## DEDICATED ACCESS SERVICES

## H. LanLink (sm) Service

LanLink is a high speed (4, 10, or 16 Mbps) dedicated transport service for the interconnection of Local Area Networks (LANs) in a single metropolitan area. Serving as a basic LAN extension for 4 or 16 Mbps Token Ring LANs or 10 Mbps Ethernet LANs, LanLink can connect two or more similar LANs within a metropolitan area, thus eliminating bottlenecks that typically occur with T1 interconnections.

Each rate element applies to a 10 Mbps Ethernet, or a 4/16 Mbps Token Ring LanLink.

Channel Term (Local Distribution Channel) - This rate component applies to each end-point that terminates on the TCG-provided equipment. A minimum of two channel terms apply for a point-to-point circuit. A three-point LanLink has three channel terminations. A four-point has four, and so on.

Channel Term Installation Charges - This rate component applies to the installation charges associated with each channel term.

Variable Mileage - Interoffice Channel Mileage - This rate component applies to the mileage between the customer's end points. This charge is calculated by multiplying the unit rate by the number of miles between the two end points. For a multipoint configuration, the NPA/NXX from the furthest end-points should be used.

Fixed Mileage - Interoffice Channel Mileage- This rate component applies whenever there is mileage associated with the circuit, i.e., whenever the circuit is not a "0-mile" circuit.

Network Interface Redundancy - This rate component applies to each channel term when a customer elects to have the network interface redundancy option included with their LanLink configuration. This option provides the customer with a second fiber or electrical interface card, and a second fiber pair or electrical connection. This feature also enables the equipment's dual-ring, self-healing capability.

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DEDICATED ACCESS SERVICES

H. LanLink (sm) Service (Cont'd)

Network Interface Redundancy Installation Fee - Applies to each channel term with the Network Interface Redundancy Option is installed.

Ethernet/Token Ring Redundancy - When a customer elects to have a spare Ethernet/Token Ring card installed for backup, this rate element applies to each channel term.

Ethernet/Token Ring Redundancy Installation Fee - These are the installation charges associated with the Ethernet/Token Ring Redundancy option for each channel term.

LanLink Rates

Channel Term	1 Year	2 Year	3 Year	5 Year	Install
Channel Term	\$1,450	\$1,200	\$900	\$750	\$925
Fixed Mileage	\$1,450	\$1,200	\$900	\$750	N/a
Variable Mileage	\$200	\$175	\$160	\$140	N/A
Fiber Redundancy	\$525	\$450	\$400	\$350	\$375
Port Redundancy	\$225	\$200	\$175	\$150	\$250

Channel term volume discounts apply when a customer orders two or more LanLink circuits between the same locations as follows:

	<u>% discount</u>
1 <sup>st</sup> circuit	No discount
2 <sup>nd</sup> circuit	20%
3 <sup>rd</sup> circuit	35%
4 <sup>th</sup> circuit	50%
5 + circuit	ICB (Individual Case Basis)

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## DEDICATED ACCESS SERVICES

I. OmniLink Service

OmniLink provides local OC-3 and OC-12 SONET rings between multiple customer designated premises and TCG's nodes. Connections to the nodes are provided over standard DS1 and DS3 interfaces. This service will be available with the capacity to transport 3 DS3s (155.52 Mbps) and 12 DS3s (622.08 Mbps).

The following rates elements apply to OmniLink service:

TCG Hub Node - This monthly recurring element provides for Add/Drop multiplexing equipment located at the TCG Node. This element is rated at either a 3 DS3 or 12 DS3 capacity level.

One TCG Hub Node rate applies for each TCG Hub located on the SONET network. The number of Hub Nodes will be designated by the Customer, however, there must be at least one TCG Hub Node and two Customer Premise Nodes on each Omnilink network.

TCG Node Port - This monthly recurring element provides for the DS1 and/or DS3 channelization that must take place at each TCG Hub Node on the SONET network. A monthly recurring rate and/or a nonrecurring charge will apply only where a DS1 or DS3 network facility originates or terminates.

Customer Premises Node - This monthly recurring rate provides for the Add/Drop multiplexing capability at the customer premises. The rate is comprised of either a 3 DS3 or 12 DS3 capacity and is applied at each customer node on the OmniLink Network.

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## DEDICATED ACCESS SERVICES

I. OmniLink (Cont'd)

Customer Premises Port - The Customer Premises Port monthly recurring rate element provides for the DS1 and DS3 channelization that must take place at each Customer Premise Node. The rate is per port with the number of ports determined on the number of DS1 and/or DS3 interfaces ordered by the Customer. If a DS3 to DS1 connection is required, it may be accomplished by the Customer's CPE or through the multiplexing offered by TCG.

Transport Mileage - This monthly recurring rate element provides for the transmission facilities between all directly connected Nodes (TCG and Customer) on the SONET network. The charge is applied per mile and is based on total ring capacity (OC-3 or OC-12).

OC-3 OmniLink Rates:

Rate Elements	<u>Recurring</u>		<u>Non-Recurring</u>
	3 Years	5 Years	
TCG Hub Node	\$1,300	\$1,155	N/A
TCG Port DS-3	\$838	\$745	\$285
TCG Port DS -1	\$92	\$82	\$238
CP* Node	\$1,200	\$1,155	N/a
CP Port DS-3	\$838	\$745	\$285
CP Port DS-1	\$92	\$82	\$238
<u>Transport Mileage Charge:</u>			
Variable Mileage	\$100	\$88	N/A

OC-12 OmniLink Rates:

TCG Hub Node	\$3,183	\$2,827	N/A
TCG Port DS-3	\$252	\$224	\$259
TCG Port DS 1	\$92	\$82	\$238
CP* Node	\$3,181	\$2,827	N/A
CP Port DS-3	\$252	\$224	\$259
CP Port DS-1	\$92	\$82	\$238

Transport Mileage Charge:

Variable Mileage	\$100	\$88	N/A
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\*CP = Customer Premise

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## DEDICATED ACCESS SERVICES

J. Individual Case Basis (ICB) Arrangements

For special situations, rates for Private Line Services will be determined on an Individual Case Basis (ICB) and specified by contract between the Company and the Customer.

K. Special Promotions

The Company will, from time to time, offer special promotions on Dedicated Access Services to its customers waiving certain charges. These promotions will be approved by the FPSC with specific starting and ending dates and under no circumstances run for longer than 90 days in any 12 month period.

L. Call Completion Service ChargesTandem Switched Transport Rate Elements

Tandem Transport Termination Fixed-Per Minute	\$0.000360
Tandem Transport Facility-Per Minute/Per Mile	\$0.000040
Tandem Switching-Per Minute	\$0.000500

End Office Call Completion Rate Elements

Call Completion Originating-Per Minute	\$0.033688
Call Completion Terminating-Per Minute	\$0.024835

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## SWITCHED ACCESS

## A. Service Orders

<u>Service Component</u>	<u>Non-Recurring Charge</u>
-Installation Charge	
-Per Line or Trunk	\$475.00
- Access Order Charge	
- Per Access Request	\$90.00
-Engineering Change Charge	
- Per Engineer Hour	\$150.00/hr.
-Service Date Change	
- Per Access Request	\$90.00
-Design Change	
- Per Access Request	\$90.00

## B. Switched Transport

<u>Service Component</u>	<u>Rates</u>	
	<u>Non-Recurring</u>	<u>Recurring</u>
Entrance Facility-DS1	Use Local Distribution Channel Rates and Charges	
Direct Trunk Transport Mileage		
- DS1 Fixed	Use Interoffice Channel Mileage Rates and Charges.	
- DS1 Per Mile		
Tandem Switch Transport	<u>Non-Recurring</u>	<u>Per Access Minute</u>
-Tandem Termination	None	\$.000360
-Tandem Trans. Per Mile	None	\$.000040
-Tandem Switching	None	\$.000676
Common Channel Signaling Access		<u>Recurring</u>
-STP Port Termination (per port)	ICB	None
-STP Link Transport (per mile)	None	ICB