
LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

*This Price List, Florida Price List No. 4, issued by
Birch Telecom of the South, LLC d/b/a Birch Telecom d/b/a Birch Communications
replaces in its entirety
FL P.S.C. Price List No. 2 issued by
Birch Telecom of the South, Inc. d/b/a Birch Telecom d/b/a Birch Communications*

Birch Telecom of the South, LLC
d/b/a Birch Telecom
d/b/a Birch Communications
Local Exchange Services Price List

This Price List, filed with the Florida Public Service Commission, contains the terms and conditions applicable to local exchange telecommunication services in the State of Florida by Birch Telecom of the South, LLC d/b/a Birch Telecom d/b/a Birch Communications (“Company”). The Company provides exchange telecommunications services on resale and facilities-based bases. Copies of this Price List may be inspected during normal business hours at the Company’s principal place of business located at:

Birch Telecom of the South, LLC
2323 Grand Blvd Suite 925
Kansas City, MO 64108
888-275-0777

Wherever in this Tariff or its headings, the term “Company” or the name Birch Telecom of the South, LLC, “Birch Telecom” or “Birch Communications” appears, that shall mean and shall refer to Birch Telecom of the South, LLC. d/b/a Birch Telecom d/b/a Birch Communications.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

CHECK SHEET

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

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PRICE LIST FORMAT

PAGE NUMBERING - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Price List. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new page added between pages 1 and 2 would be page 1.1.

PAGE REVISION NUMBERS - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc., that the Commission follows in their Price List approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet currently in effect.

CHECK SHEETS - When a Price List filing is made with the Commission, an updated check sheet accompanies the Price List filing. The check sheet lists the sheets contained in the Price List, with a cross reference to the current revision number.

When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels are indicated on some sheets). The Price List user should refer to the latest check sheet to find if a particular sheet is the most current on file with the Commission.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

EXPLANATION OF SYMBOLS

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

- (C) Changed rule or regulation
- (D) Discontinued rate or regulation
- (I) Increased rate
- (M) Moved text or section without change
- (N) New rate or regulation
- (R) Reduced rate
- (T) Change in text but no change in rate or regulation

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

APPLICATION OF PRICE LIST

This Price List contains the regulations, terms, conditions, services offerings, rates and charges applicable to **Birch Telecom of the South, LLC**'s ("Company") furnishing of local exchange and intrastate intraLATA toll telephone service to customers in the State of Florida. The rates and rules contained herein are subject to change pursuant to the statutes, rules and regulations of the State of Florida.

This Price List is on file with the Florida Public Service Commission at 2540 Shumard Oak Boulevard, Gerald Gunter Building, Tallahassee, Florida 323399. In addition, this Price List is available for review at the Company's corporate headquarters located at 2323 Grand Blvd., Suite 925, Kansas City, MO 64108.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

The following terms, whether or not capitalized in this Price List, shall have the meanings set forth below:

Anonymous Call Rejection – Allows a customer to automatically reject calls from parties who have a privacy feature that prevents the delivery of the calling number to the called.

Auto Redial – Enables the customer to automatically redial the last outgoing telephone number. When the telephone number is busy, the Company's equipment will keep trying to call the number being redialed for a maximum of 30 minutes.

Business – When used in relation to service, means service provided in offices, stores, factories and all other places for business use.

Busy Redial – Enables the customer to retry a busy line on demand. When a caller receives a busy condition, the service will automatically play an announcement offering the caller the option of having the service complete the call when the called line becomes available. If the caller activates Busy Connect service, the status of the called party's line will be monitored for thirty minutes and the call completed when the line is available.

Call Blocker – Enables the customer to block calls from preselected telephone numbers and/or the last incoming call (without knowing the number). To block specified telephone numbers, the customer builds a screening list. To block an unknown number after receiving a call, the customer enters a code to add the number to their screening list. If facilities are unavailable to provide incoming call screening via the customer's list, standard call completion will occur. Customers whose telephone numbers are blocked are directed to a Company recorded announcement.

Call Forwarding – Automatically routes incoming calls to a designated answering point selected by the subscriber, regardless of whether the user's station is idle or busy. The subscriber may change the designated answering point using the telephone key pad.

Call Forwarding-Busy Line – Automatically routes incoming calls to a pre-designated answering point when the called line is busy.

Call Forwarding-Busy Line/Don't Answer – Allows incoming calls that encounter a busy condition or are not answered after a predetermined number of rings to be automatically forwarded to a predesignated telephone number within the exchange or the Long Distance Telecommunications Network. The Call Forwarding customer is responsible for the payment of charges (e. g., tolls charges) for each call between the Call Forwarding equipped telephone line and the line to which the call is being forwarded.

Call Forwarding-Don't Answer – Automatically routes incoming calls to a pre-designated answering point when the called line is not answered after a preset number of rings.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D.)

Call Return – Enables a Customer to automatically redial the telephone number of the last incoming call. If that telephone number is busy, the Company's equipment will keep trying to call the number being redialed for a maximum of 30 minutes.

Call Selector – Provides a distinctive ring pattern for calls received from up to six different telephone numbers.

Call Transfer – Provides the capability to transfer or add a third party, using the same line.

Call Tracing—Enables a customer to initiate an automatic trace of the last call received.

Call Transfer Disconnect – Enables business customers to add on another line to an established call creating a three-way call. The Call Transfer Disconnect subscriber may disconnect from the three-way call and allow the other two parties to continue talking, thereby freeing their line for the purpose of originating another call. The Call Transfer Disconnect feature cannot be used to expand a calling scope and is, therefore, not available to customers subscribing to an optional flat-rate local, toll or expanded calling plans. Call Transfer Disconnect cannot be used to avoid toll charges. Call Transfer Disconnect customers are responsible for any toll or other charges associated with calls they originate.

Call Waiting – Provides the user with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

Call Waiting Deluxe – Residential only feature, allows forwarding and Call Waiting as well as allowing subscriber to receive notification on a busy line that there is another incoming call. Gives out Caller ID information on Second Caller.

Call Waiting ID Options – Allows Call Waiting ID customer to identify the name and/or number of an incoming caller when already talking on the telephone and receive another phone call on customer's CPE. The customer may decide how to handle the second caller from a menu choice known as Disposition Codes appearing on the customer's CPE as menu options.

Cancel Call Waiting – Allows a user to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.

Caller ID Deluxe – Displays the name and number of the incoming call and rejects blocked numbers

Caller ID – Number – Identifies the 10-digit number of the calling party before the call is answered. Specialized answering equipment is required to display the calling party information. The calling party may block the display of their number by dialing a code prior to placing the call.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D.)

Caller ID – Name – Identifies the name associated with the calling number before the phone is answered. This feature requires Caller ID – Number.

Calling Number and Name Delivery Blocking, per call – Blocks delivery of name and number information to Caller ID.

Caller ID on Call Waiting – Allows for the display of the name and/or number of a new caller when user is already talking on the telephone and receives another phone call on the customer's CPE and allows the customer to decide to answer the new incoming call or not.

Caller ID Blocking – Blocks the delivery of the number and name to the called party on a per call basis. Can either be "selective" or "complete."

Calling Features – Optional telephone services allowing customers to efficiently manage the call flow generated over their exchange access lines.

Collect Call – Denotes a billing arrangement by which the charge for a call may be reversed provided the charge is accepted at the called service point. A collect call may be billed to a calling card or third party number. In the case of a telephone, which is identified as Customer-Owned Pay Telephone Service, the charges must be billed to a calling card or third number, or the call may be reoriginated from the called service point.

Company, the – Birch Telecom of the South, LLC d/b/a Birch Telecom d/b/a Birch Communications, unless the context indicates otherwise.

Commission – The Florida Public Service Commission, unless the context indicates otherwise.

CPE – Customer Provided Equipment.

Customer – The Person which orders or uses the service and is responsible for the payment of rates and charges and compliance with Price List regulations.

Customer Account – A customer's record relating to the service or equipment billed to a single telephone number. Service may be all on one premises or extended to other premises as long as it is part of the main telephone system and billed to the main telephone number.

Customer Alerting Enablement – Allows business lines to receive an audible alerting tone (intermittent dial tone) transmitted from the central office.

Customer Premises – One Customer Premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings on the same property.

Customer Provided Equipment (CPE) – Equipment provided by the Customer.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D.)

Demarcation Point – That point of interconnection between the Company's facilities and the wiring at the Customer Premises. The Demarcation Point shall consist of wire or a jack conforming to Subpart F of Part 68 of the Federal Communications Commission's rules and regulations (a network interface).

The network interface may be located at a point other than the normal demarcation point where the network interface is already established by the presence of network equipment on the effective date of this Price List. For multi-unit structures (e.g., apartments, college campuses, shopping centers), the structure owner shall make the final decision on whether the structure shall be treated as a multi-unit structure with one Demarcation Point per unit or, as a single unit with one Demarcation Point for the entire structure. The structure owner shall have the option of having the Demarcation Point placed at a location other than that determined by the Company, provided the structure owner pays any additional construction costs and such location is consistent with the minimum point of entry standard.

With regard to premises for any structure that is built to be mobile (e.g., mobile homes, recreational vehicles), the Company may place the Demarcation Point on a post or pole at or near the pad where such structure is intended to rest. Boat docks and similar premises may be treated by the Company as a single unit premises, with the Demarcation Point being placed on the shore.

Direct Outward Dialing (DOD) – A service attribute that routes outgoing calls directly to the exchange network without attendant assistance.

Directory Assistance – Service whereby Customers may request assistance in determining telephone numbers when the listed name is provided.

Directory Assistance Call Completion (DACC) – Service whereby customers may request completion of local or intraLATA long distance calls to a requested number by either the Directory Assistance operator (Semi-Automated) or the Directory Assistance audio response system that provides the requested directory number (Fully Automated).

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D.)

Directory Listing

Directory Listing – The publication in the Bell South Telecommunications, Inc. White Pages directory of information relative to the customers' telephone numbers ("the Directory"), by which telephone users are enabled to ascertain the telephone number of a desired telephone.

Additional Listings – A separate and alphabetically distinct listing for the names of anyone else living at the end user's home or, for example, partners in a business.

Additional Main Listings- A no charge listing associated with a ring master number. Additional main listings are not entitled to a free yellow page listing.

Alternate Listings – A listing of an alternate telephone number to be called in case no answer is received at the primary call number.

Caption Listings- A caption is a listing set arrangement composed of a caption header and indented listings. A caption benefits the use by simplifying the appearance of the listing.

Example:

Atlanta Braves Baseball Club-
General Office.....404-777-1000
Braves Clubhouse Store..404-777-1020

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D.)

Directory Listing (Cont'd.)

Cross Reference Listing- A Cross Reference Listing may be furnished when it is necessary to refer the directory user to another directory listing.

Example:

Maryville Lumber.....See Drake Lumber

Foreign Listings – Allows the Customer to have a Directory Listing outside of his/her local area.

Free Additional Listing- A 911 telephone number listing must be listed along with a non-emergency telephone number for emergency agencies. There is no charge for this listing.

Non-listed Service – A listing, in the alphabetical section of the Company's directory, maintained on directory assistance records that will be furnished upon the request of the calling party.

Non-published Exchange Service – A listing, not listed in either the alphabetical section of the Company's directory or directory assistance records and will not be furnished upon request of the calling party.

Primary Listing – One listing in the Directory, at no charge, when applying for telephone service.

Stylist Service Listing- Where available, a subscriber may request to have the assigned telephone number listed in the directory using upper case alpha characters and/or numeric characters in lieu of standard numeric characters. Stylist service is not exclusive to any single subscriber. The letters "Q" and "Z" are not available nor may the "#" or "*" symbols be used. The digits "0" or "1" may not be used to represent the letters "O" or "I" in a Stylist service listing.

Example:

Simmons, Shawn 297-Home

Telephone Answering Service Listing- A client of a telephone answering service may list the telephone number of the answering service with his name, or business name.

Titles and Suffixes

A title of address that precedes a name, such as Mrs., Rev., Capt., may be included in a residence, business or personal name listing. A professional designation or an educational , such as MD, CPA, CREA, or JP are suffixes that may be included in a residence or business personal name listing as a suffix. A maximum of 3 titles and /or suffix are allowed per each residence or business personal name listing.

There are four types of titles:

Title of Lineal Descent (JR, II, etc)

Titles of Address (Rev, Dr, etc)

Military Titles (Adm, Lt Col, etc)

Degrees/Professional Affiliation (PhD, RN, etc)

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D.)

Disconnection – The temporary cessation of telecommunications service.

Distinctive Ringing – Allows customers to establish up to three telephone numbers on the same access line. Each number is assigned a distinctive ring. The billing telephone number is the “master” number and has a standard ring. The other number(s) are dependent numbers and are assigned individual distinctive rings.

DN – Dependent Number. See “Multi-Directory Numbers.

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

Exchange – A telephone system which provides for service within a specified area known as the “Exchange Area.”

Exchange Access Line – A central office line which provides access to the exchange telephone network for local and long distance telephone service and includes the service, central office equipment and all outside plant facilities furnished by the Company.

Exchange Service – The furnishing of service for telephone communication within local service areas in accordance with the provisions of this Price List.

Extended Area Service – A Local Exchange Service that is provided between two or more contiguous exchange areas.

Flat Rate Service – Exchange Service furnished for a specified sum without regard to the amount of use.

Hunting – Series – A hunting arrangement that provides for sequential hunt over members identified within the hunt group. The hunt for an idle line begins at the telephone number dialed and proceeds sequentially through the lines identified in the hunt group until an idle line is found or the last assigned number within the hunt group is reached. If an idle line is found, the hunt stops and the idle line is rung. If all lines are busy, the caller receives a busy signal.

Hunting – Circle – A hunting arrangement similar to sequential hunting except, if no idle line is found by the time the last line in the group is reached, the hunt circles back to the first line in the group and hunts up to but not including the line where the hunt started.

Hunting – Preferential – Some or all of the lines in a hunt group may have an associated preferential hunt list. This hunt list permits a pre-hunt over a subset or preferential group of lines before hunting through the multiline hunt group.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D.)

Individual (1-Party) Line Service – A grade of Exchange Service which provides for a maximum of one main station on a line.

Intercept Referral Service-Basic – Used when a customer disconnects service or changes his telephone number. Calls to the intercepted telephone number are referred to an operator or a recorded message. The caller is provided with information such as a new telephone number and/or name and/or address. This service is provided to customers for a minimum of 30 days, while capacity on facilities exists.

Interexchange Channel – That portion of a channel which interconnects exchanges in which the stations are located.

LATA – Local Access and Transport Area (LATA) denotes a geographic area established for the administration of telecommunications service. It encompasses designated local operating Company exchanges which are grouped to serve common social, economic and miscellaneous purposes.

Local Messages – A local message is a telephone conversation of any prescribed length between two telephone stations. It is the measurement upon which the charges for telephone communications are based when the calling station and the station to which communications is established are both within the same local service area.

Local Service Area – That area within which a Customer can make telephone calls at exchange rates.

Multi-Directory Numbers – Allows customers to establish up to three telephone numbers on the same access line. Each number is assigned a distinctive ring. The billing telephone number is the “master” number and has a standard ring. The other number(s) are dependent numbers and are assigned individual distinctive rings.

Multiline Hunt Group – Rotary (hunting) service provided in Electronic Switching System (ESS) offices where a standard seven-digit number is assigned only to the first line in a customer’s number group. Subsequent lines are designated by using two-, three- or four-digit numbers dependent on the type of ESS office. The Company reserves the right to determine when Multiline Hunt Group numbers are assigned.

Night Number Service – Allows calls to be routed to a specific line or trunk in a hunt group. The Night Number is strapped in the Central Office to either a telephone number of a terminal working at the end user’s location. Night numbers associated with a terminal will not hunt.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D.)

Operator Services

Non-Automated – Where the person originating the call dials zero or a special access number (e. g., an 800/888 number), and the operator dials the number and collects billing information for completion of the call.

Semi-Automated – Where the personal originating the call dials zero or a special access number (e. g., an 800/888 number), (or 1+ calls from pay telephones), then dials the desired telephone number, and the operator collects billing information for completion of the call.

Fully Automated – Fully automated service is where the person originating the call dials zero or a special access number (e.g., an 800/888 number), then dials the desired telephone number, and then dials the service selection codes as instructed by the automated billing equipment, and the call is completed without the assistance of an operator.

Person – An individual, corporation, limited liability company, partnership, or any other entity.

Preferred Call Forwarding - Allows the customer to transfer up to 6 telephone numbers on a screening list to another number.

Preferred Customer Discount (PCD) – A discount added to the monthly invoice and deducted from the rack rate for grandfathered products and term contract discounts.

Priority Call – Provides the customer with a distinctive ring or Call Waiting tone (if the customer has subscribed to Call Waiting), when the customer is called from preselected telephone numbers. The customer can construct or modify the telephone number screening list by dialing a unique code. The Company's equipment will screen incoming calls against the screening list and provide a distinctive ring for telephone numbers on the list.

Remote Call Forwarding – A service whereby calls placed to a telephone number are automatically forwarded by central office equipment to another number designated by the end user. The Remote Call Forwarding number may be either a different exchange (remote) or another central office area within the same exchange (local). Additional paths may be provided to handle multiple calls to the Remote Call Forwarding number as long as there are at least an equal number of lines at the terminating end. Any toll portions of calls are billed to the Customer. __

Repeat Dialing – Enables the customer to automatically redial the last outgoing telephone number. When the telephone number is busy, the Company's equipment will keep trying to call the number being redialed for a maximum of 30 minutes.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D.)

Remote Access to Call Forwarding – Allows the user to activate and/or deactivate the Call Forwarding feature from any remote location, using a Touch-tone phone.

Selective Call Forwarding – Enables the customer to forward incoming calls from preselected telephone numbers to another telephone number. The customer can construct or modify a telephone number screening list by dialing an activation code. The Company equipment will screen incoming calls against the customer's list and forward only those telephone numbers on the list.

Sent-Paid – Denotes a billing arrangement whereby a call is charged to the service point originating the call.

Series Completion – Telephone numbers assigned in a rotary (hunting) number group where each number assigned is a standard seven-digit number. The Company reserves the right to determine when series completion numbers are assigned.

Simultaneous Call Forwarding – Provides the customer that also subscribes to an appropriate call forwarding service with the ability to forward multiple incoming calls simultaneously to another telephone number designated by the customer. The line/trunks at the Simultaneous Call Forwarding customer's terminating location must equal or exceed the aggregated number of potential originating calls from all customer locations. The Simultaneous Call Forwarding customer is responsible for the payment of charges (e. g., toll charges) for each call between the Simultaneous Call Forwarding equipped telephone and the line to which the call is being forwarded. This service cannot be used to avoid toll.

Speed Calling – Allows a subscriber to establish a speed calling list, which associates telephone numbers with a unique 2-digit speed calling code. Initial entry and changes to the speed calling list are directly input from the associated subscriber line. This feature is available as a thirty code list. Code lists may include local and/or toll telephone numbers.

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

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D.)

Three-Way Calling – Allows a station in the talking state to add a third party to the call. This feature may be used on both incoming and outgoing calls.

Toll Restriction – Allows the customer to establish, on a per line basis, call restrictions by the calling party.

Trunk – A commercial channel between two switching (i.e., Central Office, PBX) systems.

Termination – The permanent cessation of telecommunications service.

Two-Point Service, Person-to-Person – That service where the person originating the call specifies to the Company operator a particular person, department or office to be reached.

Two-Point Service, Station-to-Station – That service where the person originating the call dials the telephone number desired or gives to the Company operator the telephone number of the desired service point, or gives only the name and address under which the number of the service point is listed, and does not specify a particular person, department or office to be reached.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 The Company undertakes to furnish telecommunications service pursuant to the terms of this Price List in connection with one-way and/or two-way information transmission between points within a calling scope in portions of the State of Florida, as specified herein.
- 2.1.2 The furnishing of service under this Price List is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
- 2.1.3 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.
- 2.1.4 The Company may undertake service-affecting activities that may occur in normal operation of the Company's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive 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. With some emergency or unplanned service-affecting conditions, such as an outage resulting from wiring or equipment damage, notification to the Customer may not be possible.
- 2.1.5 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Price List. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.1.6 Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

2.2 Limitations of Service

- 2.2.1 The Company offers service to all Persons who desire to purchase service from the Company consistent with all provisions of this Price List. Persons interested in the Company's services shall submit information to the Company which fully satisfies the Company and identifies the services requested.
- 2.2.2 Service is offered subject to the availability of the necessary facilities and equipment, necessary arrangements with other carriers and billing capabilities, and is subject to the provisions of this Price List. The Company reserves the right not to provide service to or from a location where legally prohibited.
- 2.2.3 The Company reserves the right to discontinue furnishing service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of any provision in this Price List, the rules and regulations of the Commission, or the law.
- 2.2.4 Title to all facilities provided by the Company under this Price List remains with the Company. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Price List shall apply to all such permitted assignees or transferees, as well as all conditions for service.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

2.3 Use of Service

2.3.1 Permitted Uses

Service may not be used for any unlawful purposes, or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier.

2.3.2 Minimum Service Period

The minimum period of service is one month (30 days), unless otherwise stated in this Price List.

2.3.3 Fixed Service Period

If Customer and the Company have agreed to a specified term of service under any service order, then following expiration of the initial term of service, or any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice.

2.3.4 Termination

Any termination shall not relieve Customer of its obligation to pay any charges incurred under this Price List or in any service order 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.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

2.4 Liability

- 2.4.1 The liability of the Company for any claim or loss, expense or damage, due to any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this Price List or any service order shall not exceed the amount of the credit allowance described in Section 2.6.3 herein. The extension of credit allowances as described in Section 2.6.3 shall be the sole remedy of Customer and sole liability of the Company for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this Price List or any service order. In no event will the Company be liable for any direct, indirect, consequential, incidental, exemplary, punitive, or special damages, or for any lost business, goodwill, income or profits, even if advised of the possibility of the same.
- 2.4.2 The Company shall not be liable for any claim or loss, expense, or damage for any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Price List or any service order, if caused by or resulting from: any person or entity other than the Company; any malfunction of any service or facility provided by any Person other than the Company; labor difficulties; fire, flood, earthquake, or any other act of God; explosion; war; riot or civil disturbance; any law, order, regulation, direction, action or request of any federal, state or local government or any department, agency, commission, bureau, or other instrumentality of federal, state or local government; or by any other cause beyond the Company's control.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

2.4 Liability (Cont'd.)

- 2.4.3 The Company shall not be liable for and shall be fully indemnified and held harmless by Customer against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:
- A. Defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by the Company under this Price List;
 - B. Connecting, combining, or adapting the Company's facilities with Customer's apparatus or systems;
 - C. Any loss, destruction or damage to property of the Company, the Customer, 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, its employees, agents, representatives, family members or invitees;
 - D. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of the Company or any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by this Price List or any agreement between the Customer and the Company; or
 - E. Any personal injury or death of any person or for any loss of or damage to Customer Premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by gross negligence of the Company.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

2.4 Liability (Cont'd.)

2.4.4 Emergency 911 Service (E911) is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 Service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 Service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agencies of any one of them.

When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority. By subscribing to service under this Price List, Customer acknowledges and agrees with the release of information as described above.

The Company will supply subscriber information to update the Emergency 911 Service database at the time the Company submits subscriber orders for basic local exchange telecommunications service to BellSouth Telecommunications, Inc..

At the time the Company provides basic local service to a customer by means of the Company's own cable pair, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911. At that time, the Company will be obligated to provide facilities to route calls from the end users to the proper PSAP.

The Company recognizes the authority of the E911 customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.

The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental agency.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

2.4 Liability (Cont'd.)

2.4.5 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

2.4.6 THE COMPANY MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS PRICE LIST, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.5 Interruption of Service

Customer will be entitled to a credit allowance for an interruption of service, which is not caused by or does not result from the negligence or act of Customer or to the failure of channels, equipment, power supplies, and/or communications systems provided by Customer or Persons other than the Company. A credit allowance is subject to the provisions of this section and the other sections of this Price List, including, but not limited to, the general liability provisions set forth in Section 2.4 herein and the terms of Section 2.6 herein. Customer is obligated to notify the Company immediately of any interruption in service for which the Customer desires a credit allowance. Before giving such notice, Customer shall ascertain that the interruption is not being caused by any action or omission of Customer within his or her control, or is not in wiring on Customer's side of the Demarcation Point or equipment, power supplies, or communications systems, if any, furnished by Customer or Persons other than the Company.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

2.6 Responsibility of the Customer

2.6.1 All Customers assume general responsibilities in connection with the provisions and use of the Company's service. When facilities, equipment, and/or communications systems provided by others are connected to the Company's facilities, Customer assumes additional responsibilities.

Customers are responsible for:

- A. Placing orders for service; paying all appropriate charges for service rendered by the Company; complying with the Company's regulations governing the service; and assuring that its users comply with regulations.
- B. Providing:
 - 1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 - 2. the name(s), telephone number(s), and address(es) of the Customer contact person(s).
- C. Paying the Company for the replacement or repair of the Company's equipment when the damage results from:
 - 1. the negligence or willful act of Customer or user;
 - 2. improper use of service; or
 - 3. any use of equipment or service provided by others.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

2.6 Responsibility of the Customer (Cont'd.)

2.6.1 (Cont'd.)

- D. Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate the Company's facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain a proper operating environment on such premises.
- E. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of and associated equipment used to provide service to the Customer from the cable building entrance or property line to the location of the equipment space described above. Any costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by, the Company to the Customer.
- F. Providing the Company's authorized employees, contractors, or agents access to the Customer's premises at all reasonable hours for any purpose reasonably pertinent to furnishing of telephone service.
- G. 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 Premises or the rights-of-way for which the Customer is responsible under this section; and granting or obtaining permission for the Company's employees, contractors, or agents to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or, upon termination service as stated herein, removing the facilities or equipment of the Company, and not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- H. A Customer who subscribes to the Company's Exchange Service and resells these services to others shall be responsible for complying with all laws and regulations of the State of Florida, which relate in any way to its provision of local telephone service, including, but not limited to, laws and regulations regarding consumer protection, billing and collection practices, Price Listing obligations, and payment of applicable taxes. The Company has no obligation to provide notice to, or otherwise communicate with, Customers regarding local telephone service provided by another carrier.
- I. 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, contractors, or agents shall be installing or maintaining the Company's facilities and equipment.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

2.6 Responsibility of the Customer (Cont'd.)

2.6.2 Availability of Service for Maintenance, Testing, and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.6.3 Credit Allowances

- A. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by the Company.
- B. Credit allowances for failure of service or equipment starts when Customer notifies the Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- C. Customer shall notify the Company of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment, any act or omission of the Customer, or in wiring or equipment located on the Customer's side of the Demarcation Point.
- D. Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:
 - 1. interruptions of service resulting from the Company performing routine maintenance;
 - 2. interruptions of service for implementation of a Customer order for a change in the service;
 - 3. interruptions caused by the negligence or willful act of omission of Customer or its authorized user; or
 - 4. interruptions of service because of the failure of service or equipment provided by Customer, authorized user, or other carriers.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

2.6 Responsibility of the Customer (Cont'd.)

2.6.3 Credit Allowances (Cont'd.)

E. Credit Allowance – Directory

For errors or omissions in listings in alphabetical telephone directories and information records furnished without additional charge, the Company shall have no liability.

Subject to the provision of Section 2.4 of this Price List, the Company shall allow, for errors or omissions in alphabetical telephone directories (excluding the use of bold face type), or in information records, an amount within the following limits:

1. For listings in alphabetical telephone directories furnished at additional charge, as set forth herein, an amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission occurred.
2. For listings in the information records furnished at additional charge, as set forth herein, an amount not in excess of the charge for the listing during the period of omission or error.

2.6.4 Cancellation by Customer

- A. Customer may cancel service any time after meeting the minimum service period. Termination charges will apply if Customer cancels prior to the expiration of a one-year or other fixed term service contract.
- B. If Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before the service begins, or before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and the Company, a charge will be made to Customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by the Company and not fully reimbursed by installation and monthly charges. If based on the order, any construction has either begun or been completed, but no service provided, the non-recoverable cost of such construction shall be borne by Customer.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

2.6 Responsibility of the Customer (Cont'd.)

2.6.5 Payment and Charges for Service

- A. Charges for service are applied on recurring and non-recurring bases. Service is billed on a monthly basis on or about the same day each month. Service continues to be provided until canceled by Customer or by the Company in accordance with provisions of this Price List.
- B. Payment will be due pursuant to applicable Commission rules. The Company includes its name and its toll-free telephone number on all invoices.
- C. The Customer is responsible for payment of all charges for service furnished to the Customer, including, but not limited to all calls originated at the Customer's number(s); received at the Customer's number(s), e.g., collect, toll free; billed to the Customer's number(s) via third-party billing; incurred at the specific request of the Customer; or placed using a calling card issued to the Customer. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and non-recurring charges for services ordered will be billed monthly in advance.
- D. Service may be denied pursuant to the Commission's rules regarding disconnection of service for nonpayment. Restoration of service will be subject to all applicable installation charges.
- E. Customer is liable for all costs associated with collecting past due charges, including all attorneys' fees.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

2.6 Responsibility of the Customer (Cont'd.)

2.6.5 Payment and Charges for Service (Cont'd.)

- F. Billing information provided to each customer on a monthly basis shall include but not be limited to:
1. The number of access lines for which charges are stated.
 2. Each applicable telephone number and/or account number.
 3. The beginning or ending dates of the billing period.
 4. The date the bill becomes delinquent if not paid on time.
 5. The unpaid balance (if any).
 6. The amount for basic service and an itemization of the amount due for toll service, if applicable, including the date and duration of each toll call.
 7. An itemization of the amount due for taxes, franchise fees, 911 surcharges, universal service fund charge, local number portability charge, end user common line charges, primary interexchange carrier charges and other surcharges as may be necessary and appropriate, including any of the foregoing charges passed through to the Company by Bell South Telecommunications, Inc.
 8. The total amount due.
 9. If applicable, the amount of a deposit and interest accrued on a deposit, which has been credited to the charges stated.
 10. A telephone number where inquiries may be made.
 11. If a deposit is held by the company.
 12. Optional services may be billed as a total of all optional services for which a flat monthly charge is made.
 13. Credit for service outages will also be reflected.
- G. During the first billing period in which a customer receives service, the Company provides each customer an insert or other written notice which contains an itemized account of the charges for the equipment and service for which the customer has contracted.
- H. If notice of a dispute as to charges is not received in writing, in person or via telephone message by the Company within 30 days after billing is received by the Customer, the invoice shall be considered correct and binding on the Customer, unless extraordinary circumstances are demonstrated. Any disputed charges that cannot be resolved between Customer and the Company may be forwarded to the Commission's Consumer Services Division.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

2.6 Responsibility of the Customer (Cont'd.)

2.6.6 Advance Payments and Deposits

A. Advance Payments

The Company may require a Customer or applicant for service to make an advance payment (1) if the applicant is unable to establish that he had a previous account with a telephone utility for a period of at least 12 months for which all undisputed charges were satisfactorily paid, or (2) if the applicant has had no previous telephone service or has had previous telephone service of less than 12 months, the applicant's credit record will be accessed and evaluated by means of a mechanized retrieval system between the Company and nationally recognized credit bureaus. No security payment will be required of those applicants who meet the Company's criteria, as evaluated by the scoring model. The criteria used in assessing a score is as follows: collection judgments, written-off accounts, outstanding collection accounts, various degrees of delinquency history from 30-180 days and not paid in full or current at the time of scoring, bankruptcies, liens, other public records. The advance payment will not exceed an amount equal to all non-recurring charges and two month's estimated recurring charges, as a condition of continued or new service. 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 two month's estimated recurring charges. The advance payment will be credited to the Customer's initial bill and, to the extent that a credit balance remains after the amount of the initial bill has been satisfied, then the credit balance will be applied to subsequent bills in the same manner until there is no balance remaining on the advance payment.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

2.6 Responsibility of the Customer (Cont'd.)

2.6.6 Advance Payments and Deposits (Cont'd.)

B. Deposits

The Company reserves the right to examine the credit record of all service applicants as stated above and require a security deposit, not to exceed one month's estimated recurring charges, when determined to be necessary to assure future payment. The security deposit will be computed by the Company in accordance with Commission rules and regulations.

Cash Deposits will accrue interest at a rate that shall be equal to the current interest rate established by the Director of the Public Utility Division for consumer deposits. If the deposit is refunded within six (6) months of receipt of deposit, no interest payment will be paid. If the Company retains the deposit more than six (6) months, payment of interest shall be made retroactive to the date of deposit.

Payment of the interest to the customer shall be annually if requested by the customer, or at the time the deposit is returned or credited to the customer's account. The deposit shall cease to draw interest on the date it is returned or credited to the customer's account. The deposit shall cease to draw interest after the discontinuance of service.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

2.6 Responsibility of the Customer (Cont'd.)

2.6.6 Advance Payments and Deposits (Cont'd.)

B. Deposits (Cont'd.)

If Customer pays all undisputed charges for 12 consecutive billing cycles, the deposit shall be promptly refunded along with accrued interest, or credited to future charges on subsequent bills.

1. Business Customers Requirements

If the credit of an applicant for Business Service has not been established satisfactorily to the Company, the applicant may be required to make a deposit.

2. Existing Customers Requirements

A present customer may be required to post a new or additional deposit as a condition of continued service if undisputed charges have become delinquent in two out of the last 12 billing periods or if the customer has had service disconnected during the last 12 months, has presented a dishonored check or has had significant changes in toll or recurring charges.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

2.6 Responsibility of the Customer (Cont'd.)

2.6.6 Advance Payments and Deposits (Cont'd.)

B. Deposits (Cont'd.)

3. Refund of Deposits or Return of Guaranty Contracts

If service is not connected, or after disconnection of service, the Company shall promptly and automatically refund the customer's deposit plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one premises to another within the service area of the Company shall not be deemed a disconnection for application of deposits, and no additional deposit may be required unless otherwise permitted.

When the customer has paid bills for 12 consecutive months without having service disconnected for nonpayment and without having more than two occasions in which a bill was delinquent, and has not presented a dishonored check, and when the customer is not delinquent in the payment of the current bills, the Company shall promptly and automatically refund the deposit plus accrued interest in the form of a credit to the customer's bill, or void the guarantee. If the customer does not meet these refund criteria, the deposit and interest may be retained.

The deposit and interest may be retained pending the resolution of a dispute with respect to charges secured by the deposit.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

2.6 Responsibility of the Customer (Cont'd.)

2.6.7 Returned Check Charge

The Company will bill Customer a one-time charge of \$25.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution

2.6.8 Late Payment Charge

The Company may apply a late payment charge if any portion of the Customer's payment is received by the Company after the payment due date, or if any portion of the payment is received by the "Due Before Date" in funds, which are not immediately available upon presentment. The late payment charge shall be applied to the portion of the payment not received by the date due. On all unpaid business bills a \$15.00 charge or 1.5% of the unpaid balance will be applied, whichever is higher. A charge of \$5.00 will be applicable on all residential bills if unpaid. A Finance Charge of 1.5% shall apply to the outstanding balance of charges, as at the end of the "Due Before Date", with effect from the second month after the charges are first applied, and every month thereafter.

Collection procedures are unaffected by the application of the late payment or finance charge. The late payment charge does not apply to final amounts.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

2.7 Responsibility of the Company

2.7.1 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make services available to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Price List and applicable rules of the Commission.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby materially reduce the technical parameters of the service provided to the Customer.
- D. Subject to the arrangement of the Company and to all of the regulations contained in this Price List, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the customer. Special construction is that construction undertaken and characterized by one or more of the following:
 - 1. Facilities requested are not presently available, and there is no other requirement for the facilities so constructed.
 - 2. Facilities requested are of a type other than that which the Company would normally utilize in the furnishing of its services.
 - 3. Facilities requested are over a route other than that which the Company would normally utilize in the furnishing of its services.
 - 4. Facilities requested are in a quantity greater than that which the Company would normally construct.
 - 5. Facilities are requested on an expedited basis.
 - 6. Facilities are requested on a temporary basis until permanent facilities are available.
 - 7. Facilities are requested in advance of normal construction.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

2.7 Responsibility of the Company (Cont'd.)

2.7.2 Calculation of Credit Allowance

Pursuant to limitations set forth in Section 2.6.3, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than twenty- four hours.
- B. Customer will be credited at the proportionate monthly charge involved for each twenty-four hours or fraction thereof of interruption.

2.7.3 Cancellation of Credit

Where the Company cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

2.7 Responsibility of the Company (Cont'd.)

2.7.4 Disconnection of Service by the Company

- A .The Company may discontinue service or cancel an application for service, pursuant to applicable Commission rules, without incurring any liability for any of the following reasons:
1. Nonpayment of a bill for regulated telecommunications services within the period;
 2. Failure to make a security deposit;
 3. Violation of or non-compliance with any provision of law, or of the Price Lists or terms and conditions of service of the telecommunications service provider filed with and approved by the Commission;
 4. Refusal to permit the telecommunications service provider reasonable access to its telecommunications facilities for recovery, maintenance, and inspection thereof;
 5. Interconnection of a device, line, or channel to telecommunications service provider facilities or equipment contrary to the telecommunications service provider's terms and conditions of service on file with and approved by the Commission.
 6. Use of telephone service in such manner as to interfere with reasonable service to other end-users.

At least 24 hours preceding a discontinuance, the Company shall make reasonable efforts to contact the Customer to advise it of the proposed discontinuance and what steps must be taken to avoid it.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

2.7 Responsibility of the Company (Cont'd.)

2.7.4 Disconnection of Service by the Company (Cont'd.)

B. Insufficient reasons for denial or disconnection of service:

1. Nonpayment for telephone service by a previous occupant at the premises for which service is sought, or by reason of nonpayment of any amount back-billed due to misapplication of rates provided the applicant enters into a deferred payment plan. The Company shall not disconnect or suspend service without mailing or delivering a bill to the customer for the amount due.
2. Service will not be withheld from a customer whose name was fraudulently used to obtain service at another location without the end user's permission or knowledge.
3. The Company shall not deny service to a customer for nonpayment of an amount past due for more than three (3) years, if the company cannot substantiate the charges with a copy of the customer's bill.
4. Service shall not be discontinued to a current customer in good standing who accepts an additional household member owing a previous bill to the Company, unless that additional household member is listed on the lease arrangements or another utility service as a responsible party, or unless the household member shared service with the customer at a different or same location.
5. The Company shall not provide billing and collection for any provider of intrastate telecommunications services who does not have proper authority to operate in the State of Florida.
6. Local exchange service shall not be denied or terminated for nonpayment of non-regulated services or disputed charges.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

2.7 Responsibility of the Company (Cont'd.)

2.7.4 Disconnection of Service by the Company (Cont'd.)

C. The Company's Notice of Disconnection shall contain the following information:

The words "NOTICE OF DISCONNECTION" or words with the same meaning, in print type larger than the print type of the notice text.

The name, address and telephone number of the Customer.

A statement of the reason for the proposed disconnection and the cost (to the Customer) for reconnection.

The date on or after which service will be disconnected unless appropriate action is taken.

The telephone number in bold print of the Company where the customer may make an inquiry.

A statement that the customer must contact the Company regarding the disconnection, prior to contacting the Commission's Consumer Services Division.

The address and telephone number of the Commission's Consumer Services Division, in print size, which is smaller than the print size used for the Company's telephone number

The services that are being disconnected, whether local and/or toll, and if the service to be disconnected is local service, a statement that the customer must also contact their IXC if such customer wishes to terminate such service in order to avoid incurring additional charges for such service.

The following additional information shall be in the notice unless said information can be obtained in the telephone directory and the notice refers the customer to the location in the directory where the information can be obtained:

1. A statement of how a customer may avoid the disconnection of service, including a statement that the customer must notify the Company on the day of payment as to the place and method of such payment when the bill is paid at a place other than the office of the Company.
2. A statement that informs the customer where payments may be made or how to obtain a listing of authorized payment agencies.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

2.7 Responsibility of the Company (Cont'd.)

2.7.5 Equal Access

The Company will allow Customers the choice of intraLATA and interLATA interexchange carriers.

2.8 Restoration of Service

If service is disconnected for nonpayment, service will be reestablished only upon receipt of payment of all charges due, which include charges for service and facilities during the period of disconnection and which may include a service restoration fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order, personal check or certified check. If payment is made by personal check, restoration will be effected upon clearance of the check. When a Customer's service has been disconnected in accordance with this Price List and the service has been terminated through the completion of the Company's service order, service will be reestablished only upon a basis of an application for new service.

During the period of disconnection, Customer's telephone number will not be reassigned. Once service has been terminated, the telephone number may be reassigned to another Customer.

2.9 Taxes and Surcharges

2.9.1 Customer will be billed and is responsible for payment of applicable E911, Telecommunications Relay Service (TRS), universal service fund charges, local number portability charge, end user common line charges, primary interexchange carrier charges, and all federal, state and local taxes, fees, assessments and surcharges assessed in conjunction with service used. In addition to any of the foregoing charges paid directly by the Company, the Company will also pass through to the Customer an amount equal to the government fees, taxes, and surcharges that the Company pays through BellSouth Telecommunications, Inc..

2.9.2 All taxes, surcharges and assessments (i.e., sales tax, municipal utilities tax, franchise fee, E911, TRS) will be listed as separate line items and are not included in the quoted rates.

2.10 Start of Billing

For billing purposes, the start of service is the day of acceptance by the Customer of the Company's service or equipment.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

2.11 Service Connection and Facilities on Customer's Premises

The Company shall furnish and maintain all facilities including protective apparatus, to provide telecommunications service except as may be otherwise specified in this Price List. All facilities shall conform to the established construction standards of the Company.

Except as otherwise specified in this Price List, all equipment furnished by the Company in connection with a Customer's service shall be carefully used and only duly authorized employees of the Company or its contractors or agents shall be allowed to connect, disconnect, change or alter in any manner any or all such facilities.

Customer will be held responsible for loss of or damage to any facilities furnished by the Company unless such loss or damage is due to causes beyond the Customer's control.

At the termination of service the Company may remove any and all of its property located at the Customer Premises, as provided for in this Price List.

No equipment apparatus, circuit or device not furnished by the Company shall be attached to or connected with the facilities furnished by the Company, whether physically, by induction or otherwise, except as provided in this Price List. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same; or suspend the service during the continuance of said attachment or connection; or to terminate the service.

2.12 Telephone Number Intercept

Whenever a Customer's telephone number is changed after a directory is published, the Company will intercept all calls to the former number for 30 days and give the calling party the new number, provided existing central office equipment will permit and the Customer so desires.

2.13 Disputes

In the event of a dispute between a customer and the Company regarding any bill for telephone service, the Company shall make an investigation as required by the particular case, and report the results to the customer. In the event the dispute is not resolved, the Company shall inform the customer of the complaint procedures of the Commission.

Notwithstanding any other section of the Company's Price Lists, the customer's service shall not be subject to discontinuance for nonpayment of that portion of a bill under dispute pending the completion of the determination of the dispute, but in no event to exceed 60 days. The customer is obligated to pay any billings not disputed.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 -SERVICE AREAS

3.1 Service Areas Defined (1)

<u>FLMIAC</u> Coral Spring Deerfield Beach Ft. Lauderdale Hollywood Homestead Miami North Dade Perrine Pompano Beach	<u>FLMIA1</u> Boca Raton Boynton Beach Jupiter West Palm Beach	<u>FLMIA2</u> Delray Beach	<u>FLMIA3</u> Hobe Sound Port St. Lucie Sebastian Stuart	<u>FLMIA4</u> Fort Pierce Jensen Beach Keys Vero Beach
<u>FLMIA5</u> Belle Glade Pahokee	<u>FLORLC</u> Orlando Oviedo	<u>FLORL1</u> Sanford	<u>FLORL2</u> Cocoa Cocoa Beach Eau Gallie Melbourne	<u>FLORL3</u> Debary Titusville
<u>FLDAYC</u> Daytona Beach	<u>FLDAY1</u> De Land	<u>FLDAY2</u> New Smyrna Beach	<u>FLDAY3</u> De Leon Spring Flagler Beach Palm Coast	<u>FLGANC</u> Gainesville
<u>FLGAN1</u> Brooksville	<u>FLJACC</u> Jacksonville Beach Jacksonville Jurlington Orange Park	<u>FLJAC2</u> St. Augustine	<u>FLPENC</u> Gulf Breeze Holley Navarre Pace Pensacola	<u>FLPEN1</u> Lynn Haven Panama City Panama City Beach
<u>FLOTHLO2</u> Cross City Old Town	<u>FLOTHLO3</u> Fernadina Beach Bunnell Chiefland Keystone Heights ChIPLEY Graceville Sunny Hills Vernon	<u>FLOTHLO4</u> Oak Hill Pierson Yankeetown Lake City Palatka Pomona Park Welaka	<u>FLOTHLO5</u> Archer Hawthorne Newberry Youngstouwn- Fountain	

(1) Effective August 22, 2008, these service areas are no longer used, see Section 3.4 Service Areas by CLLI.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 -SERVICE AREAS (CONT'D.)

3.1 Service Areas Defined (Cont'd.) (1)

FLOTHLO6	FLOTHLO7	FLOTHLO8	FLOTHLO9	FLOTHLO11
Dunnellon	Geneva	Yulee	Baldwin	St. Johns
Havana			Maxville	East Orange
Milton			Middleburg	
Munson				
FLOTHLOX				
Bronson				
Trenton				
Jay				
Green Cove				
Spring				

(1) Effective August 22, 2008, these service areas are no longer used, see Section 3.4 Service Areas by CLLI.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 -SERVICE AREAS (CONT'D.)

3.2 Service Area by Rate Group (1)

<u>A</u> FLMIA5	<u>B</u> FLDAY2 FLDAY3 FLJAC2	<u>C</u> FLDAY1 FLGAN1 FLMIA4 FLORL3 FLPEN1	<u>D</u> FLDAYC FLGANC FLMIA3 FLORL2 FLPENC
<u>E</u> FLMIA2 FLORL1	<u>F</u> FLJACC FLMIA1 FLMIAC FLORLC	<u>G</u> FLOTHLO6 FLOTHLO7 FLOTHLO8	<u>H</u> FLOTHLO9 FLOTHLO11 FLOTHLOX
<u>I</u> FLOTHLO3 FLOTHLO4	<u>J</u> FLOTHLO5	<u>K</u> FLOTHLO2	

(1) Effective August 22, 2008, these service areas are no longer used, see Section 3.4 Service Areas by CLLI.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 -SERVICE AREAS (CONT'D.)

3.3 Local Access and Transport Areas (LATA) and Exchanges within each LATA (1)

3.3.1 Daytona Beach FL LATA

Bunnell, FL	De Leon Springs, FL	Oak Hill, FL
Daytona Beach, FL	Flagler Beach, FL	Palm Coast, FL
De Land, FL	New Smyrna Beach, FL	Pierson, FL

3.3.2 Gainesville FL LATA

Archer, FL	Eustis, FL	Ocala, FL
Astor, FL	Forest, FL	Oklawaha, FL
Belleview, FL	Gainesville, FL	Old Town, FL
Beverly Hills, FL	Groveland, FL	Orange Springs, FL
Bronson, FL	Hawthorne, FL	Salt Springs, FL
Brooker, FL	Homosassa Springs, FL	San Antonio, FL
Brooksville, FL	Howey-in-the-Hills, FL	Silver Springs Shores, FL
Bushnell, FL	Inverness, FL	Tavares, FL
Cedar Key, FL	Keystone Heights, FL	Trenton, FL
Chiefland, FL	Lady Lake, FL	Trillacoochee, FL
Citra, FL	Leesburg, FL	Umatilla, FL
Clermont, FL	McIntosh, FL	Waldo, FL
Cross City, FL	Melrose, FL	Weekiwachee Springs, FL
Crystal River, FL	Micanopy, FL	Wildwood, FL
Dade City, FL	Mount Dora, FL	Williston, FL
Dunnellon, FL	Newberry, FL	Yankeetown, FL

3.3.3 Jacksonville FL LATA

Alachua, FL	Jacksonville, FL	Orange Park, FL
Baldwin, FL	Jacksonville Beach, FL	Palatka, FL
Branford, FL	Jasper, FL	Pomona Park, FL
Callahan, FL	Jennings, FL	Ponte Vedra Beach, FL
Crescent City, FL	Julington, FL	Raiford, FL
Dowling Park, FL	Kingsley Lake, FL	Sanderson, FL
Fernandina Beach, FL	Lake Butler, FL	St. Augustine, FL
Fla. Sheriff's Boys Ranch, FL	Lake City, FL	St. Johns, FL
Florahome, FL	Lawtey, FL	Starke, FL
Fort White, FL	Live Oak, FL	Welaka, FL
Green Cove Springs, FL	Luraville, FL	Wellborn, FL
Hastings, FL	Macclenny, FL	White Springs, FL
High Springs, FL	Maxville, FL	Yulee, FL
Hilliard, FL	Mayo, FL	
Interlachen, FL	Middleburg, FL	

(1) Effective August 22, 2008, these service areas are no longer used, see Section 3.4 Service Areas by CLLI.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 -SERVICE AREAS (CONT'D.)

3.3 Local Access and Transport Areas (LATA) and Exchanges within each LATA (Cont'd.) (1)

3.3.4 Mobile, AL LATA

Atmore, AL	Finchburg, AL	McCullough, AL
Bay Minette, AL	Flomaton, AL	McIntosh, AL
Bayou La Batre, AL	Foley, AL	Millry, AL
Beatrice, AL	Fort Morgan, AL	Mobile, AL
Belle Fontaine, AL	Fowl River, AL	Monroeville, AL
Bon Secour, AL	Frankville, AL	Mount Vernon, AL
Brewton, AL	Frisco City, AL	Orange Beach, AL
Castleberry, AL	Fruitdale, AL	Peterman, AL
Century, FL	Gilbertown, AL	Pine Apple, AL
Chatom, AL	Gospport, AL	Repton, AL
Citronelle, AL	Grand Bay, AL	Robertsdale, AL
Coffeeville, AL	Grove Hill, AL	Seminole, AL
Dauphin Island, AL	Gulf Shores, AL	Silas, AL
Davisville, FL	Huxford, AL	Summerdale, AL
Deer Park, AL	Irvington-St. Elmo, AL	Tanner-Williams, MS
Elberta, AL	Jackson, AL	Uriah, AL
Evergreen, AL	Lillian, AL	Walnut Hill, FL
Excel, AL	Loxley, AL	
Fairhope, AL	Magnolia Springs, AL	

3.3.5 Orlando, FL LATA

Apopka, FL	Kenansville, FL	Reedy Creek, FL
Celebration, FL	Kissimmee, FL	Sanford, FL
Cocoa, FL	Lake Buena Vista, FL	St. Cloud, FL
Cocoa Beach, FL	Melbourne, FL	Titusville, FL
De Bary, FL	Montverde, FL	West Kissimmee, FL
East Orange, FL	Orange City, FL	Windermere, FL
Eau Gallie, FL	Orlando, FL	Winter Garden, FL
Geneva, FL	Oviedo, FL	Winter Park, FL

(1) Effective August 22, 2008, these service areas are no longer used, see Section 3.4 Service Areas by CLLI.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 -SERVICE AREAS (CONT'D.)

3.3 Local Access and Transport Areas (LATA) and Exchanges within each LATA (Cont'd.) (1)

3.3.6 Panama City, FL LATA

Alford, FL	Graceville, FL	Port St. Joe, FL
Alligator Point, FL	Grand Ridge, FL	Quincy, FL
Altha, FL	Greensboro, FL	Reynolds Hill, FL
Apalachicola, FL	Greenwood, FL	Sneads, FL
Blountstown, FL	Gretna, FL	Sunny Hills, FL
Bonifay, FL	Havanna, FL	The Beaches, FL
Bristol, FL	Hosford, FL	Tyndall Air Force Base, FL
Carrabelle, FL	Lynn Haven, FL	Vernon, FL
Chattahoochee, FL	Malone, FL	Westville, FL
Chipley, FL	Marianna, FL	Wewahitchka, FL
Cottondale, FL	Panama City, FL	Youngstown-Fountain, FL
East Point, FL	Panama City Beach, FL	

(1) Effective August 22, 2008, these service areas are no longer used, see Section 3.4 Service Areas by CLLI.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 -SERVICE AREAS (CONT'D.)

3.3 Local Access and Transport Areas (LATA) and Exchanges within each LATA (1)

3.3.7 Pensacola FL LATA

Baker, FL	Glendale, FL	Paxton, FL
Cantonment, FL	Gulf Breeze, FL	Pensacola, FL
Clear Springs, AL	Holley Navarre, FL	Ponce De Leon, FL
Crestview, FL	Jay, FL	Santa Rosa Beach, FL
De Funiak Springs, FL	Laurelhill, FL	Seagrove Beach, FL
Destin, FL	Milton, FL	Shalimar, FL
Floral, AL	Molino, FL	Valparaiso, FL
Fort Walton Beach, FL	Munson, FL	Wing, AL
Freeport, FL	Pace, FL	

3.3.8 Southeast FL LATA

Belle Glade, FL	Hollywood, FL	Perrine, FL
Boca Raton, FL	Homestead, FL	Pompano Beach, FL
Boynton Beach, FL	Indiantown, FL	Port St. Lucie, FL
Coral Springs, FL	Jensen Beach, FL	Sebastian, FL
Deerfield Beach, FL	Jupiter, FL	Stuart, FL
Delray Beach, FL	Keys, FL	Vero Beach, FL
Fort Lauderdale, FL	Miami, FL	West Palm Beach, FL
Fort Pierce, FL	North Dade, FL	
Hobe Sound, FL	Pahokee, FL	

3.4 [Reserved for future use]

(1) Effective August 22, 2008, these service areas are no longer used, see Section 3.4 Service Areas by CLLI.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 -SERVICE AREAS (CONT'D.)

3.5 AT&T CLLI's and Cost Zones

<u>CLLI</u>	<u>Cost Zone</u>	<u>CLLI</u>	<u>Cost Zone</u>	<u>CLLI</u>	<u>Cost Zone</u>
ARCHFLMA	3	FLBHFLMA	2	JAY FLMA	3
BCRTFLBT	1	FRBHFLFP	2	JCBHFLAB	2
BCRTFLMA	1	FTGRFLMA	3	JCBHFLMA	2
BCRTFLSA	2	FTLDFL92	1	JCBHFLSP	1
BGPIFLMA	3	FTLDFLCR	1	JCVLFLAR	2
BKVLFLJF	3	FTLDFLCY	1	JCVLFLBW	2
BLDWFLMA	3	FTLDFLJA	2	JCVLFLCL	1
BLGLFLMA	2	FTLDFLMR	1	JCVLFLFC	1
BNNLFLMA	3	FTLDFLOA	1	JCVLFLGH	1
BRSNFLMA	3	FTLDFLPL	2	JCVFLIA	2
BYBHFLMA	2	FTLDFLSF	1	JCVLFLJB	1
CCBHFLAF	2	FTLDFLSG	1	JCVLFLJT	1
CCBHFLMA	2	FTLDFLSU	1	JCVLFLKJ	1
CDKYFLMA	3	FTLDFLWA	1	JCVLFLLF	3
CFLDFLMA	3	FTLDFLWN	2	JCVLFLNO	2
CHPLFLJA	3	FTMYFLXB	1	JCVLFLOW	3
CNTMFLLE	3	FTPRFLMA	3	JCVLFLRV	2
COCOFLMA	2	GCSPFLCN	3	JCVLFLSJ	2
COCOFLME	2	GCVLFLMA	3	JCVLFLSM	1
COCYFL13	1	GENVFLMA	3	JCVLFLWC	2
CSCYFLBA	3	GLBRFLMC	2	JCVMFLED	1
DBRYFLDL	2	GSVLFLMA	2	JPTRFLMA	2
DBRYFLMA	2	GSVLFLNW	2	KYHGFLMA	3
DELDFLBG	1	HAVNFLMA	3	KYLRFLLS	2
DELDFLMA	2	HBSDFLMA	2	KYLRFLMA	2
DLBHFLKP	2	HLHLFL02	1	KYWSFLMA	1
DLBHFLMA	2	HLNVFLMA	3	LKCYFLMA	3
DLSPFLMA	3	HLWDFLHA	1	LKMRFLHE	2
DNLNFLWM	3	HLWDFLMA	1	LKMRFLMA	2
DRBHFLMA	2	HLWDFLPE	2	LYHNFLOH	3
DYBHFLDU	1	HLWDFLWH	2	MCNPFLMA	3
DYBHFLFN	1	HMSTFLAF	3	MDBGFLPM	3
DYBHFLMA	2	HMSTFLEA	3	MIAMFLAE	1
DYBHFL0B	2	HMSTFLHM	3	MIAMFLAL	2
DYBHFL0S	2	HMSTFLNA	3	MIAMFLAP	1
DYBHFLPO	2	HTISFLMA	2	MIAMFLBA	1
EGLLFLBG	2	HWTHFLMA	3	MIAMFLBC	1
EGLLFLIH	2	IONAFLXA	1	MIAMFLBR	1
EORNFLMA	3	ISLMFLMA	2	MIAMFLCA	2

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 -SERVICE AREAS (CONT'D.)

3.5 AT&T CLLI's and Cost Zones (Cont'd.)

<u>CLLI</u>	<u>Cost Zone</u>	<u>CLLI</u>	<u>Cost Zone</u>	<u>CLLI</u>	<u>Cost Zone</u>
MIAMFLDB	1	OLTWFLLN	3	SNFRFLMA	2
MIAMFLFL	1	ORLDFLAC	1	STAGFLBS	2
MIAMFLGR	1	ORLDFLAP	2	STAGFLMA	3
MIAMFLHL	2	ORLDFLCL	2	STAGFLSH	2
MIAMFLIC	1	ORLDFLMA	1	STAGFLWG	3
MIAMFLKE	1	ORLDFLPC	2	STRTFLMA	2
MIAMFLME	1	ORLDFLPH	2	SYHSFLCC	3
MIAMFLNM	1	ORLDFLSA	2	TRENFLMA	3
MIAMFLNS	2	ORLEFLIQ	1	TTVLFLMA	2
MIAMFLOL	2	ORPKFLMA	2	VERNFLMA	3
MIAMFLPB	1	ORPKFLRW	2	VRBHFLBE	2
MIAMFLPL	1	OVIDFLCA	2	VRBHFLMA	2
MIAMFLRR	2	PACEFLPV	3	WELKFLMA	3
MIAMFLSH	2	PAHKFLMA	2	WNPKFLXE	1
MIAMFLSO	2	PCBHFLNT	2	WPBHFLAN	1
MIAMFLWD	1	PLCSFLMA	3	WPBHFLGA	2
MIAMFLWM	1	PLTKFLMA	3	WPBHFLGR	2
MIANFLWK	1	PMBHFLCS	2	WPBHFLHH	2
MIAPFLYO	1	PMBHFLFE	2	WPBHFLLE	2
MIAQFL06	2	PMBHFLMA	2	WPBHFLRB	2
MICCFLBB	2	PMBHFLNP	1	WPBHFLRP	3
MLBRFLMA	2	PMBHFLTA	1	WWSPFLHI	3
MLTNFLRA	3	PMPKFLMA	3	WWSPFLSH	2
MNDRFLAV	2	PNCYFLCA	3	YNFNFLMA	3
MNDRFLLO	2	PNCYFLMA	2	YNTWFLMA	3
MNDRFLLW	3	PNSCFLBL	2	YULEFLMA	3
MNSNFLMA	3	PNSCFLFP	2		
MRDCFLXA	1	PNSCFLHC	2		
MRTHFLVE	2	PNSCFLPB	2		
MXVLFLMA	3	PNSCFLWA	2		
NDADFLAC	1	PNVDFLMA	2		
NDADFLBR	2	PRRNFLMA	2		
NDADFLGG	2	PRSNFLFD	3		
NDADFLLOL	1	PTSLFLMA	3		
NKLRFLMA	2	PTSLFLSO	2		
NSBHFLMA	2	SBSTFLFE	3		
NWBYFLMA	3	SBSTFLMA	3		
OCAFLEXJ	1	SCPKFLXA	1		
OKHLFLMA	3	SGKYFLMA	3		

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 -SERVICE AREAS (CONT'D.)

3.6 Embarq CLLI's and Rate Bands

<u>CLLI</u>	<u>Rate Band</u>	<u>CLLI</u>	<u>Rate Band</u>	<u>CLLI</u>	<u>Rate Band</u>	<u>CLLI</u>	<u>Rate Band</u>
ALFRFLXA	4	EVRGFLXA	4	LSBGFLXA	3	SLHLFLXA	4
ALSPFLXA	2	FRPTFLXA	4	LWTYFLXA	4	SNANFLXA	4
ALVAFLXA	4	FTMBFLXA	2	MALNFLXA	4	SNDSFLXA	4
APPKFLXA	3	FTMDFLXA	4	MDSNFLXA	4	SNISFLXA	3
ARCDFLXA	4	FTMYFLXA	2	MNTIFLXA	4	SNRSFLXA	4
ASTRFLXA	4	FTMYFLXC	2	MOISFLXA	3	SPCPFLXA	4
AVPKFLXA	4	FTWBFLXA	2	MRHNFLXA	4	SSPRFLXA	4
BAKRFLXA	4	FTWBFLXB	2	MRNNFLXA	4	STCDFLXA	4
BCGRFLXA	2	FTWBFLXC	2	MTDRFLXA	3	STMKFLXA	4
BLVWFLXA	3	GDRGFLXA	4	MTLDFLXA	1	STRKFLXA	4
BNFYFLXA	4	GLDLFLXA	4	MTVRFLXA	4	SVSPFLXA	4
BNSPFLXA	2	GLGCFLXA	3	NFMYFLXA	3	SVSSFLXA	3
BSHNFLXA	4	GLRDFLXA	2	NFMYFLXB	3	TLCHFLXA	4
BVHLFLXA	3	GNVFLXA	4	NNPLFLXA	2	TLHSFLXA	1
BWLGFLXA	4	GNWDFLXA	4	NPLSFLXC	3	TLHSFLXB	2
CFVLFLXA	4	GVLDFLXA	4	NPLSFLXD	2	TLHSFLXC	3
CHLKFLXA	4	HMSPLXA	4	OCALFLXA	3	TLHSFLXD	2
CHSWFLXA	3	HOWYFLXA	4	OCALFLXB	3	TLHSFLXE	1
CLMTFLXA	3	IMKLFLXA	4	OCALFLXC	2	TLHSFLXF	3
CLTNFLXA	4	INVRFLXA	4	OCNFFLXA	4	TLHSFLXG	4
CPCRFLXA	2	KGLKFLXA	4	OKCBFLXA	4	TLHSFLXH	3
CPCRFLXB	3	KNVLFLXA	4	OKLWFLXA	4	TVRSFLXA	3
CPHZFLXA	4	KSSMFLXA	3	ORCYFLXA	2	UMTLFLXA	4
CRRVFLXA	4	KSSMFLXB	3	ORCYFLXC	3	VLPRFLXA	2
CRVWFLXA	3	KSSMFLXC	3	PANCFLXA	4	VLPRFLXB	2
CSLBFLXA	2	KSSMFLXD	2	PNGRFLXA	4	WCHLFLXA	4
CTDLFLXA	4	LBLLFLXA	4	PNISFLXA	4	WLSTFLXA	4
CYLKFLXA	3	LDLKFLXA	2	PNLNFLXA	4	WLWDFLXA	4
CYLKFLXB	2	LEE FLXA	4	PTCTFLXA	3	WNDRFLXA	2
DDCYFLXA	4	LHACFLXA	4	RYHLFLXA	4	WNGRFLXA	2
DESTFLXA	2	LKBRFLXA	2	SBNGFLXA	4	WNPKFLXA	2
DFSPFLXA	4	LKHLFLXA	4	SGBHFLXA	4	WSTVFLXA	4
ESTSFLXA	4	LKPCFLXA	4	SHLMFLXA	1	ZLSPFLXA	4

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 -SERVICE AREAS (CONT'D.)

3.7 Verizon CLLI's and Cost Zones

<u>CLLI</u>	<u>Cost Zone</u>	<u>CLLI</u>	<u>Cost Zone</u>	<u>CLLI</u>	<u>Cost Zone</u>
ABDLFLXA	3	LGBKFLXA	3	SEKYFLXA	3
ALFAFLXA	3	LKALFLXA	3	SGBEFLXA	3
ALTRFLXA	3	LKLDLFLXA	1	SKWYFLXA	2
ANMRFLXA	3	LKLDLFLXE	2	SLSPFLXA	1
BARTFLXA	3	LKLDLFLXN	3	SMNLFLXA	3
BAYUFLXA	2	LKWFLFLXA	3	SNSPFLXA	3
BBPKFLXA	3	LKWFLFLXE	3	SPBGFLXA	1
BHPKFLXA	1	LLMNFLXA	1	SPBGFLXS	1
BRBAFLXA	2	LNLKFLXA	3	SPRGFLXA	2
BRJTFLXA	3	LRGOFLXA	1	SRSTFLXA	1
BRNDLFLXA	1	LUTZFLXA	3	SSDSFLXA	1
BRTNFLXX	2	MLBYFLXA	3	STGRFLXA	1
BYSHFLXA	3	MNLKFLXA	3	SWTHFLXA	1
CLWRFLXA	1	MYCYFLXA	3	TAMPFLXA	1
CNSDFLXA	1	NGBHFLXA	1	TAMPFLXE	1
CRWDFLXA	1	NPRCFLXA	1	TAMPFLXX	1
CYGRFLXA	3	NRPTFLXA	3	THNTFLXA	3
DNDNFLXA	1	NRSDFLXA	2	TMTRFLXA	1
DUNDFLXA	3	OLDSFLXA	3	TRSPFLXA	2
ENWDFLXA	2	OSPRFLXA	3	UNVRFLXA	1
FHSDFLXA	1	PKCYFLXA	3	VENCFLXA	2
FRSTFLXA	3	PLMTFLXA	3	VENCFLXS	3
GNDYFLXA	1	PLSLFLXA	2	WIMMFLXA	3
HDSNFLXA	2	PNCRFLXA	3	WLCHFLXA	3
HGLDFLXA	2	PNLSFLXA	1	WLCRFLXA	1
HNCYFLXA	3	POINFLXA	3	WNHNFLXC	2
HNCYFLXN	3	PRSHFLXA	3	WSSDFLXA	1
HYPKFLXA	2	PSDNFLXA	2	YBCTFLXA	1
INLKFLXA	3	PTCYFLXA	2	ZPHYFLXA	3
INRKFLXX	2	RSKNFLXA	3		
KYSTFLXA	3	SARKFLXA	3		

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 - SERVICES

4.1 [Reserved for future use]

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services

4.2.1 Birch Basic Business Line (12)

A. Birch Basic Business Line is available within the Exchange Areas as defined in Section 3 of this Price List.

1. Monthly Rates

	Flat Rate 1-Party Line	Flat Rate 1-Party Line 1-2 Line (1)	Flat Rate 1-Party Line 1 to 3 Lines	Flat Rate 1-Party Line 4+ Lines
Rate Group A	\$25.00	\$25.00		
Rate Group B	\$25.00	\$25.00		
Rate Group B-1 (2)	--	--	\$26.00	\$33.00
Rate Group C	\$25.00	\$26.00		
Rate Group C-1 (3)	--	--	\$26.00	\$33.00
Rate Group C-2 (4)	--	--	\$27.00	\$34.00
Rate Group D	\$27.00	\$28.00		
Rate Group D-1 (5)	--	--	--	\$34.00
Rate Group D-2 (6)	--	--	--	\$34.00
Rate Group E	\$28.00	\$29.00		
Rate Group F	\$29.50	\$30.50		
Rate Group F-1 (7)	--	--	--	\$33.50
Rate Group G	\$32.00	\$33.00		
Rate Group H	\$35.00	\$36.00		
Rate Group I	\$28.00	\$29.00		
Rate Group I-1 (8)	--	--	--	\$31.00
Rate Group J	\$29.50	\$30.50		
Rate Group J-1 (9)	--	--	--	\$30.50
Rate Group K	\$25.50	\$26.50		
Rate Group K-1 (10)	--	--	--	\$30.50

See Section 4.2.1.A.4 for footnotes.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.1 Birch Basic Business Line (12) (Cont'd.)

A. Birch Basic Business Line is available within the Exchange Areas as defined in Section 3 of this Price List.

2. 12-month Rates (11)

Flat Rate 1-Party Line

Rate Group A	\$23.00
Rate Group B	\$24.00
Rate Group C	\$25.00
Rate Group D	\$27.00
Rate Group E	\$28.00
Rate Group F	\$29.50
Rate Group G	\$32.00
Rate Group H	\$35.00
Rate Group I	\$28.00
Rate Group J	\$29.50
Rate Group K	\$25.50

3. 24-month Rates (11)

Flat Rate 1-Party Line

Rate Group A	\$19.00
Rate Group B	\$20.00
Rate Group C	\$20.50
Rate Group D	\$22.00
Rate Group E	\$23.00
Rate Group F	\$24.50
Rate Group G	\$30.00
Rate Group H	\$33.00
Rate Group I	\$26.00
Rate Group J	\$27.50
Rate Group K	\$23.50

See Section 4.2.1.A.4 for footnotes.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.1 Birch Basic Business Line (12) (Cont'd.)

4. Footnotes—Birch Basic Business Line

- (1) Effective March 1, 2004, this charge will only be applied to existing 1-2 line customers.
- (2) Rate Group B-1 comprises lines in CLLIs DLSPFLMA, PLCSFLMA, and STAGFLMA, for which the rates shown will be effective June 1, 2005 for existing lines of all existing Customers on Birch service as of March 31, 2005. All other pricing remains the same as for Rate Group B, as applicable.
- (3) Rate Group C-1 comprises lines in CLLIs BKVLFLJF, WWPFLHI, LYHNFLOH, and PNCYFLCA, for which the rates shown will be effective June 1, 2005 for existing lines of all existing Customers on Birch service as of March 31, 2005. All other pricing remains the same as for Rate Group C, as applicable.
- (4) Rate Group C-2 comprises lines in CLLIs FTPRFLMA, BGPIFLMA, and SGKYFLMA, for which the rates shown will be effective June 1, 2005 for existing lines of all existing Customers on Birch service as of March 31, 2005. All other pricing remains the same as for Rate Group C, as applicable.
- (5) Rate Group D-1 comprises lines in CLLIs PTSFLMA, SBSTFLFE, and SBSTFLMA, for which the rates shown will be effective June 1, 2005 for existing lines of all existing Customers on Birch service as of March 31, 2005. All other pricing remains the same as for Rate Group D, as applicable.
- (6) Rate Group D-2 comprises lines in CLLIs HLNVLMA and PACEFLPV, for which the rates shown will be effective June 1, 2005 for existing lines of all existing Customers on Birch service as of March 31, 2005. All other pricing remains the same as for Rate Group D, as applicable.
- (7) Rate Group F-1 comprises lines in CLLIs FTGRFLMA, JCVLFLLF, JCVLFLOW, MNDRFLLW, WPBHFLRP, HMSTFLEA, HMSTFLHM, and HMSTFLNA, for which the rates shown will be effective June 1, 2005 for existing lines of all existing Customers on Birch service as of March 31, 2005. All other pricing remains the same as for Rate Group F, as applicable.
- (8) Rate Group I-1 comprises lines in CLLIs BNNLFLMA, CFLDFLMA, CHPLFLJA, GCVLFLMA, KYHGFLMA, SYHSFLCC, and VERNFLMA, for which the rates shown will be effective June 1, 2005 for existing lines of all existing Customers on Birch service as of March 31, 2005. All other pricing remains the same as for Rate Group I, as applicable.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.1 Birch Basic Business Line (12) (Cont'd.)

4. Footnotes—Birch Basic Business Line (Cont'd.)

- (9) Rate Group J-1 comprises lines in CLLIs ARCHFLMA, HWTHFLMA, NWBYFLMA, and YNFNFLMA, for which the rates shown will be effective June 1, 2005 for existing lines of all existing Customers on Birch service as of March 31, 2005. All other pricing remains the same as for Rate Group J, as applicable.
- (10) Rate Group K-1 comprises lines in CLLIs CSCYFLBA and OLTWFLLN, for which the rates shown will be effective June 1, 2005 for existing lines of all existing Customers on Birch service as of March 31, 2005. All other pricing remains the same as for Rate Group K, as applicable.
- (11) Due to the Company's increased costs for providing voice services, the term contracts will expire at the end of the current terms and will not be renewable for customers' lines which are located in CLLIs DLSPFLMA, PLCSFLMA, and STAGFLMA (Rate Group B); BKVLFLJF, WWSPFLHI, LYHNFLOH, PNCYFLCA, FTPRFLMA, BGPIFLMA, and SGKYFLMA (Rate Group C); PTSFLMA, SBSTFLFE, SBSTFLMA, HLNVFLMA and PACEFLPV (Rate Group D); FTGRFLMA, JCVLFLLF, JCVLFLOW, MNDRFLLW, WPBHFLRP, HMSTFLEA, HMSTFLHM, and HMSTFLNA (Rate Group F); BNNLFLMA, CFLDFLMA, CHPLFLJA, GCVLFLMA, KYHGFLMA, SYHSFLCC, and VERNFLMA (Rate Group I); ARCHFLMA, HWTHFLMA, NWBYFLMA, and YNFNFLMA (Rate Group J); and CSCYFLBA and OLTWFLLN (Rate Group K), and the lines' monthly recurring rate will default to the then-tariffed month-to-month rate.
- (12) Effective August 22, 2008, this service is no longer offered.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.1 Birch Basic Business Line (Cont'd.) (5)

A. Birch Basic Business Line is available within the Exchange Area as defined in Section 3 of this Price List.

5. Non-recurring charges

Custom work order number	(1)
Establish dual service – Basic Line	\$60.00
Expedited service charge	\$60.00
Feature add/change	\$19.00
Hunting add/change	\$10.00
Invoice change	\$60.00
Move, per first line (4)	\$70.00
Installation of new first line (2)(4)	\$70.00
Move, per add'l line (3)	\$70.00
Installation of new add'l line (2)(3)	\$70.00
Transfer of service	\$10.00
Service change, all other, per line	\$19.00
Telephone number change	\$46.00
Telephone number search Original 20 free	\$15.00

- (1) Custom work is that of a non-routine nature, involving construction, removal, repair, rearrangement or other activities, required to establish and /or maintain local service required of the Company by the Customer. Customer must agree to the charges provided by the Company prior to the work beginning.
- (2) Installation charges on account will be waived when service is converted from the Customer's current local exchange carrier to Birch.
- (3) The additional non-recurring charge is only applicable when two or more lines are ordered at the time Birch service is established. The additional non-recurring charge is applied only to lines beyond the first one line ordered. The customer's invoice will show a discount per additional line ordered.
- (4) The installation charge will apply for new Birch lines that are not converted from an existing local exchange carrier. The charge will be added at the time of service.
- (5) Effective August 22, 2008, this service is no longer offered.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.2 Birch Basic Business Line - Feature List (5)

A. Monthly Rate

Any of the following calling features may be added to the Birch Basic Business Line. The following rates apply only when these calling features are added to the Birch Basic Business Line. To add calling features to any other service, please refer to Section 4.2.1.A.4 for applicable rates.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.2 Birch Basic Business Line - Feature List (5)

A. Monthly Rate

Footnotes—Business Rates & Charges—Calling Features

- (1) This rate is inclusive of the Cancel Call Waiting option where available.
- (2) Caller ID with Name and Number—Caller ID with Name and Number (Caller ID) enables the terminating Customer to identify the calling party by displayed name and/or number before the call is answered. Caller ID Customers must provide and connect their own compatible CPE.

Line blocking for the delivery of the calling name and/or number is available upon request, at no charge, to the following entities and their employees/volunteers, for lines over which the official business of the agency is conducted including those at the residences of employees/volunteers, where an executive officer of the agency registers with the Company a need for blocking; (a) private, nonprofit, tax-exempt, domestic violence intervention agencies and (b) federal, state and local law enforcement agencies.

The Company shall not be liable for any claims for damages caused or claimed to have been caused, directly or indirectly, by the transmission to a Caller ID customer of a name or telephone number which the calling party or the Caller ID customer finds erroneous, offensive, embarrassing, or misleading for any reason, including but not limited to the way in which the calling party's name has been abbreviated.

Telephone calling party name and/or number (CPN) information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Price List. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

- (3) One Call Forwarding feature is applicable per line arranged.
- (4) One Simultaneous Call Forwarding feature and one Call Forwarding feature are applicable per line (non-hunting) used to establish connection.
- (5) Effective August 22, 2008, this service is no longer offered.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.2 Birch Basic Business Line - Feature List (1)

B. Activation Charges

The following features are available on a per-activation basis at the rates indicated below. The charges are per event up to eight (8) in a month. After 8th charge, there is no charge per event in a month

<u>Feature</u>	<u>All Rate Groups</u>
Auto Redial	\$2.00
Call Return	2.00
Three-Way Calling	2.00

(1) Effective August 22, 2008, this service is no longer offered.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.3 Birch 3 Feature Value Package (2)

Birch 3 Feature Value Package is available within the Exchange Areas as defined in Section 3 of this Price List.

	<u>Monthly Rate</u>	<u>Non- recurring Charge</u>
Any three features from the Birch 3 Feature Value Package Feature List below.	\$11.95	\$10.00 ¹

Any of the following calling features may be added to the Birch 3 Feature Value Package. The following rates apply only when these calling features are added to Birch 3 Feature Value Package. To add calling features to any other service, please refer to Section 4.2.1.A.4 for applicable rates.

Birch 3 Feature Value Package Feature List

Anonymous Call Reject
Auto Redial
Call Blocker
Call Forwarding – Variable
Call Forwarding Busy Line/No Answer
Caller ID Name & Number
Call Return
Call Waiting
Priority Call
Remote Access to Call Forwarding
Selective Call Forwarding
Simultaneous Call Forwarding
Speed Calling 30
Three Way Calling

- (1) Non- recurring Charges are assessed per order, installation or feature change.
(2) Effective August 22, 2008, this service is no longer offered.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.4 Birch 7 Feature Value Package (2)

Birch 7 Feature Value Package is available within Exchange Areas as defined in Section 3 of this Price List.

	<u>Monthly Rate</u>	<u>Non- recurring Charge</u>
Any seven features from the Birch 7 Feature Value Package Feature List	\$17.95	\$10.00 ¹

Any of the following calling features may be added to the Birch 7 Feature Value Package. The following rates apply only when these calling features are added to the Birch 7 Feature Value Package. To add calling features to any other service, please refer to Section 4.2.1A.4 for applicable rates.

Birch 7 Feature Value Package Feature List

Anonymous Call Reject
Auto Redial
Call Blocker
Call Forwarding – Variable
Call Forwarding – Busy Line/No Answer
Caller ID Name & Number
Call Waiting with Caller ID Options
Call Return
Call Transfer Disconnect
Call Waiting
Distinctive Ring 2nd and 3rd
Priority Call
Remote Access to Call Forwarding
Selective Call Forwarding
Simultaneous Call Forwarding
Speed Calling 30
Three Way Calling

- (1) Non- recurring Charges are assessed per installation, order, or feature change.
- (2) Effective August 22, 2008, this service is no longer offered.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.5 Reserved for Future Use

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.6 Birch Price Protection Plan (1)

- A. Birch offers optional discounts for Customers that agree to a term commitment of 12 months and 24 months. Customer is eligible for Price Protection Plan (“PPP”) term pricing only where Customer has a minimum of three Birch Basic Business Lines within an account. The 24-month commitment also qualifies Customers for an Interexchange Service discount and a separate 12-month discount is also available for Interexchange Services as provided in Birch’s FL P.S.C. Tariff No. 1.
- B. Customers subscribing to the PPP must commit to a written term service agreement in a form designated by Birch, which shall include, without limitation, Customer’s term selection.
- C. The term will commence on the billing date for the first new line or the first billing date after Customer executes a term service agreement if the service is currently being provided to Customer.
- D. All rules, regulations, fees, charges, taxes and surcharges normally applicable to Birch Basic Business Line services shall apply. Any charges in any proposal or quotation are exclusive of taxes and surcharges. Term pricing may not be combined with any other offer.
- E. If monthly term rates as specified in Section 4.2.1 decrease during the term period, Customer may elect to obtain the new rates by executing a new term service agreement with the new rates, with a new term commencement date, and an agreement to the same or greater commitment term period.
- F. For Customers who establish a term service agreement, monthly Birch Basic Business Lines rates will not change as a result of a Birch-initiated increase; however, if a Local Exchange Rate Group Reclassification occurs, as set forth in this Price List, an adjustment for the remaining term of the term service agreement will be made.
- G. If Customer disconnects Services or otherwise terminates its term service agreement prior to the end of the current term for any reason except for a failure by Birch to meet the terms of the Term Customer Service Level Objectives specified below, Customer agrees on the next monthly invoice to pay a termination charge as liquidated damages and not as a penalty, equal to the greater of:
 - 1. \$50.00 per terminated line, or
 - 2. \$10.00 per terminated line multiplied by the number of months remaining in the current term.

(1) Effective August 22, 2008, this service is no longer offered

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.6 Birch Price Protection Plan (Cont'd.) (1)

- H. Customer may add or terminate new voice lines without termination liability, provided that Customer maintains service to its primary billed telephone number for the remainder of the term commitment and remits payment for any applicable charges, surcharges and fees
- I. Customer may add or terminate new voice lines without termination liability, provided that Customer maintains service to its primary billed telephone number for the remainder of the term commitment and remits payment for any applicable charges, surcharges and fees
- J. The following Service Level Objectives apply to the PPP only, and are subject to all other provisions of this Price List, including specifically but without limitation, any and all limitations of liability. Birch will use commercially reasonable efforts to provide Services in accordance with the following Service Level Objectives:
 - 1. Complete loss of Service caused solely by a Birch network problem will be remedied within 8 business hours from Customer notification to Birch Network Maintenance (“BNM”).
 - 2. Partial loss of Service caused solely by a Birch network problem will be remedied within 12 business hours from notification to BNM.
 - 3. Noise or static caused solely by a Birch network problem will be remedied within 16 business hours from notification to BNM.
- K. As Customer’s sole remedy for any failure to meet any of the above Service Level Objectives, unless such Service Level Objective is caused by an event outside the reasonable control of Birch, any event of force majeure, or any failure resulting from facilities, inside wiring or equipment of Customer or third parties, Customer may terminate its term commitment obligation without incurring termination liability. If Customer continues to use Birch service following any such notice of termination, Customer may continue to receive term pricing and pricing update notices.
- L. A Service Level Objective failure shall be deemed to commence upon the opening of a trouble ticket with BNM, as requested by Customer, and shall be deemed to terminate upon the clearing of the same trouble ticket. No failure shall be deemed to have occurred unless Customer has provided reasonable assistance in an effort to diagnose the reported problem. Reasonable assistance includes, but is not limited to, requesting the opening of a trouble ticket from BNM promptly, providing Birch access to Customer’s premises, if necessary, and assisting Birch with problem identification and resolution.

(1) Effective August 22, 2008, this service is no longer offered .

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.6 Birch Price Protection Plan (Cont'd.) (1)

- M. Customer shall be responsible at all times for the proper installation, operation and maintenance of any Customer-provided equipment used in connection with the Services. In addition, Customer shall ensure that all such equipment is technically and operationally compatible with the Services and in compliance with applicable laws and regulations.
- N. If Customer relocates to another location in a Birch market where the same Services are available, Customer may transfer Services to the new location if the new Services equal or exceed the number of lines at the old location, upon payment of installation charges for the new location, if applicable; however, rates may vary by location, and Customer's rates may increase.
- O. Services are for Customer's use only and may not be resold, and the term service agreement may not be transferred or assigned, by operation of law or otherwise, without Birch's prior written approval. Any attempted assignment or transfer without Birch's prior written approval shall be void.
- P. In the event a governmental agency determines the term service agreement violates any law, rule or regulation, Birch shall have the option of terminating the term service agreement without further obligation to Customer or revising such agreement to comply with such law, rule or regulation.

4.2.7 Reserved for Future Use

(1) Effective August 22, 2008, this service is no longer offered.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.8 Birchual Office Service

Birchual Office Service is a service whereby calls placed to a business customer's telephone number (the Birchual Office number) in one exchange are automatically forwarded to a telephone number (the terminating number) in another exchange. The Birchual Office number does not involve telephone equipment, a physical location, or manual input to initiate the forwarding of calls to the terminating number. When a Birchual Office number is called, it is intercepted at the local central office and automatically routed to whatever terminating number the customer designates. The forwarded calls can be local or toll, depending on the type of service to which the customer subscribes. The Birchual Office customer is responsible for any local usage or toll charges incurred between the customer's Birchual Office number and the terminating number. The Birchual Office number includes one path, which allows for one call to be forwarded at a time. Additional paths can be ordered to allow additional calls to be forwarded simultaneously. Birchual Office Service is available to Birch business customers only.

Birchual Office Service is available in the following packages:

- Local Birchual Office Service
- Long Distance Birchual Office Service

A. Local Birchual Office Service

- The Birchual Office number and the terminating number are within the same local calling area.
- Unlimited local calling will be allowed between the Birchual Office number and the terminating number.

Monthly Rate

Local Birchual Office, with one path	\$18.50	(I)
Additional Local Path	18.50	(I)

See Sheet No. 64 for footnotes.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.8 Birchual Office Service

B. Long Distance Birchual Office Service (2)(3)

- a. The Birchual Office number and the terminating number are not within the same local calling area and the Birchual Office number forwards to the terminating number outside of the local calling area.
- b. Applicable toll charges will be incurred.

	<u>Monthly Rate</u>	
Long Distance Birchual Office, with one path	\$18.50	(I)
Additional Long Distance Path	18.50	(I)

C. Regulations

1. A Birchual Office number cannot terminate on a public or semi-public service (coin telephone).
2. Birchual Office Service does not provide caller identification of the originating number to the terminating number.
3. A Birchual Office number is not suitable for data transmission.
4. The Birchual Office path is not released when the call is forwarded.
5. Birchual Office Service is subject to the availability of facilities.
6. Birchual Office Service cannot be suspended (vacation service).
7. Calls will only be allowed to be forwarded to a business line
8. Collect and third-party calls will be billed to the Birchual Office number.
9. Custom calling features are not available on a Birchual Office number.
10. The Birchual Office number cannot terminate to another such number, whether a Birchual Office number or the same such service of another service provider.
11. Call Forward Variable should not be offered on the terminating line. Customers are allowed to have Call Forward Busy/No Answer on the terminating number for voice mail purposes.
12. Birchual Office can terminate to a distinctive ring number. The distinctive ring number must be different than the Birchual Office number.
13. Birchual Office may only be used for the communications of a single end use. It may not be used to aggregate the long distance communications of multiple end users for resale or to provision communications services for others.

See Sheet No. 64 for footnotes.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.8 Birchual Office Service (Cont'd.)

D. Directory Listing

One listing in the directory covering the exchange in which the *Birchual Office* number is located is provided without additional charge. Additional listings and other Directory Listing products may be purchased for the *Birchual Office* number.

- (1) The Service Charge applies to an order for new *Birchual Office Service*, to change the *Birchual Office* number, to change the number to which the number is forwarded, and to add additional paths, whether ordered at the time of conversion of service or on a subsequent order. Only one Service Charge will apply per request, regardless of the number of additions or changes made by the request. The Service Charge will not apply to convert the service and its existing path(s) to Birch or on outside moves of customer's other service if there is no *Birchual Office* number or terminating number change.
- (2) The customer may select Birch long distance service to carry the traffic from the *Birchual Office* number to the terminating number. When Birch is selected as customer's long distance carrier for service other than its *Birchual Office Service*, as well as for its *Birchual Office Service*, the *Birchual Office* number long distance usage will be invoiced at the customer's plan rate, as applicable, and any usage will contribute to the customer's volume commitment, if any. When Birch is selected as the customer's long distance carrier for its *Birchual Office Service* only, the default Birch long distance rate, as set forth in the Company's Interexchange Tariff, FL P.S.C. No. 2, in Section 4.4.1, will apply to any long distance usage billed.
- (3) All Rules and Regulations found in the Company's Interexchange Tariff, FL P.S.C. No. 2, will apply to long distance services.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.9 Birch SmartBiz Bundles (7)

Birch SmartBiz Bundles are available in the following package:

- SmartBiz Premier

A. Birch SmartBiz Premier Bundle is equipped with:

Basic Business Line (1)
Caller ID
Call Waiting ID Options (2)
Call Forward Variable
100 Minutes Long Distance Block of Time (3)

Monthly Recurring Charge

		1-2 Line (6)
Rate Group A	\$30.00	\$31.00
Rate Group B	\$31.00	\$32.00
Rate Group C	\$32.00	\$33.00
Rate Group D	\$34.00	\$35.00
Rate Group E	\$35.00	\$36.00
Rate Group F	\$36.50	\$37.50
Rate Group G	N/A	N/A
Rate Group H	N/A	N/A
Rate Group I	N/A	N/A
Rate Group J	N/A	N/A
Rate Group K	N/A	N/A

See Section 4.2.9.D for footnotes.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.9 Birch SmartBiz Bundles (Cont'd.)

B. Birch Long Distance Blocks of Time for Birch SmartBiz Bundles (4):

<u>Package</u>	<u>Block of Time Per Month</u>	<u>Overage Usage Rate per Minute</u>
SmartBiz Premier	100	\$.079

C. Birch SmartBiz Feature List (5)

Customer may exchange the Caller ID, Call Waiting ID Options and Call Forward Variable features with any of the features listed below:

- Anonymous Call Rejection
- Auto Redial
- Call Blocker
- Call Forward Busy/No Answer
- Call Return
- Call Transfer Disconnect
- Distinctive Ring
- Distinctive Ring Additional
- Priority Call
- Remote Access to Call Forward
- Selective Call Forward
- Simultaneous Call Forward
- Speed Call 30
- Three Way Calling

See Section 4.2.9.D for footnotes.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.9 Birch SmartBiz Bundles (Cont'd.)

D. Footnotes for Birch SmartBiz Bundles

- (1) Rate Groups are defined in Section 3 of this Price List.

This service is limited to one-line business customers. Customers may order an additional line to be added to the service at the rates specified elsewhere in this Price List. Once the customer's service exceeds two lines, its options and pricing revert to those specified in this Price List.

The installation charges specified elsewhere in this Price List apply to installation of Birch SmartBiz Bundles.

SmartBiz lines will automatically be blocked for 900/976 calling.

Usage Sensitive Features (USF) will be included with all local lines. The USF includes Auto Redial, Call Return and Three Way Calling. The customer will be charged \$.50 per usage.

- (2) Customer has the option to deactivate Call Waiting in the Call Waiting ID Options leaving the customer with Caller ID.
- (3) Long Distance Block of Time allotment applies to all Domestic 1+ Direct Dialed minutes of use.

All other types of calls (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.) will be rated at standard rates according to the Rules and Regulations found in the Company's Interexchange Tariff, FL P.S.C. No. 1.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.9 Birch SmartBiz Bundles (Cont'd.)

D. Footnotes for Birch SmartBiz Bundles (Cont'd.)

(4) Long Distance minutes apply per Customer account. All Rules and Regulations found in the Company's Interexchange Tariff, FL P.S.C. No. 1 will apply to long distance services.

(5) Optional Features can be added to a SmartBiz Bundle or an additional line at the rates specified elsewhere in this Price List.

Feature Change Charge, Section 4.2.1, applies to any feature change.

Birch 3 Feature Value Package or Birch 7 Feature Value Package feature packages are not available with the SmartBiz Bundle packages.

(6) Effective March 9, 2004, these rates are applicable to 1-2 line customers who signed up for service prior to March 9, 2004.

(7) Smart Biz Bundles are not available to new customers effective December 11, 2006

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.10 BirchNet Basic Line:

A. BirchNet Basic Line is equipped with:

Basic Business or Residential Line
Unlimited Local, Intra-LATA Long Distance
Caller ID – Name and Number
Call Waiting
Hunting (Business only)

B. Rates and Charges

1. Business Monthly Recurring Charges – AT&T CLLI's*

CLLI	BirchNet Basic Line 12 Month	BirchNet Basic Line 24 Month	BirchNet Basic Line 36 Month	CLLI	BirchNet Basic Line 12 Month	BirchNet Basic Line 24 Month	BirchNet Basic Line 36 Month
ARCHFLMA	\$74.95	\$73.95	\$73.95	DYBHFLFN	\$58.95	\$57.95	\$57.95
BCRTFLBT	\$58.95	\$57.95	\$57.95	DYBHFLMA	\$58.95	\$57.95	\$57.95
BCRTFLMA	\$49.95	\$47.95	\$47.95	DYBHFLMB	\$58.95	\$57.95	\$57.95
BCRTFLSA	\$58.95	\$57.95	\$57.95	DYBHFLMS	\$58.95	\$57.95	\$57.95
BGPIFLMA	\$74.95	\$73.95	\$73.95	DYBHFLPO	\$58.95	\$57.95	\$57.95
BKVLFLJF	\$74.95	\$73.95	\$73.95	EGLLFLBG	\$58.95	\$57.95	\$57.95
BLDWFLMA	\$74.95	\$73.95	\$73.95	EGLLFLIH	\$58.95	\$57.95	\$57.95
BLGLFLMA	\$58.95	\$57.95	\$57.95	EORNFLMA	\$74.95	\$73.95	\$73.95
BNNLFLMA	\$74.95	\$73.95	\$73.95	FLBHFLMA	\$58.95	\$57.95	\$57.95
BRSNFLMA	\$74.95	\$73.95	\$73.95	FRBHFLFP	\$58.95	\$57.95	\$57.95
BYBHFLMA	\$58.95	\$57.95	\$57.95	FTGRFLMA	\$74.95	\$73.95	\$73.95
CCBHFLAF	\$58.95	\$57.95	\$57.95	FTLDFL92	\$58.95	\$57.95	\$57.95
CCBHFLMA	\$58.95	\$57.95	\$57.95	FTLDFLCR	\$49.95	\$47.95	\$47.95
CDKYFLMA	\$74.95	\$73.95	\$73.95	FTLDFLCY	\$49.95	\$47.95	\$47.95
CFLDFLMA	\$74.95	\$73.95	\$73.95	FTLDFLJA	\$51.95	\$49.95	\$49.95
CHPLFLJA	\$74.95	\$73.95	\$73.95	FTLDFLMR	\$49.95	\$47.95	\$47.95
CNTMFLLE	\$74.95	\$73.95	\$73.95	FTLDFLOA	\$58.95	\$57.95	\$57.95
COCOFLMA	\$58.95	\$57.95	\$57.95	FTLDFLPL	\$51.95	\$49.95	\$49.95
COCOFLME	\$58.95	\$57.95	\$57.95	FTLDFLSF	\$58.95	\$57.95	\$57.95
CSCYFLBA	\$74.95	\$73.95	\$73.95	FTLDFLSG	\$58.95	\$57.95	\$57.95
DBRYFLDL	\$58.95	\$57.95	\$57.95	FTLDFLSU	\$49.95	\$47.95	\$47.95
DBRYFLMA	\$58.95	\$57.95	\$57.95	FTLDFLWA	\$58.95	\$57.95	\$57.95
DELDFLMB	\$58.95	\$57.95	\$57.95	FTLDFLWN	\$58.95	\$57.95	\$57.95
DELDFLMA	\$58.95	\$57.95	\$57.95	FTPRFLMA	\$74.95	\$73.95	\$73.95
DLBHFLKP	\$58.95	\$57.95	\$57.95	GCSPFLCN	\$74.95	\$73.95	\$73.95
DLBHFLMA	\$58.95	\$57.95	\$57.95	GCVLFLMA	\$74.95	\$73.95	\$73.95
DLSPLFLMA	\$74.95	\$73.95	\$73.95	GENVFLMA	\$74.95	\$73.95	\$73.95
DNLNFLWM	\$74.95	\$73.95	\$73.95	GLBRFLMC	\$58.95	\$57.95	\$57.95
DRBHFLMA	\$51.95	\$49.95	\$49.95	GSVLFLMA	\$58.95	\$57.95	\$57.95
DYBHFLDU	\$87.95	\$84.95	\$82.95	GSVLFLNW	\$58.95	\$57.95	\$57.95

*See Section 3.5 for list of CLLI's and Cost Zones.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.10 BirchNet Basic Line (Cont'd.)

B. Rates and Charges (Cont'd.)

1. Business Monthly Recurring Charges – AT&T CLLI's (Cont'd.)

CLLI	BirchNet Basic Line 12 Month	BirchNet Basic Line 24 Month	BirchNet Basic Line 36 Month	CLLI	BirchNet Basic Line 12 Month	BirchNet Basic Line 24 Month	BirchNet Basic Line 24 Month
HAVNFLMA	\$74.95	\$73.95	\$73.95	KYHGFLMA	\$74.95	\$73.95	\$73.95
HBSDFLMA	\$58.95	\$57.95	\$57.95	KYLRFLLS	\$58.95	\$57.95	\$57.95
HLHLFL02	\$58.95	\$57.95	\$57.95	KYLRFLMA	\$58.95	\$57.95	\$57.95
HLNVFLMA	\$74.95	\$73.95	\$73.95	KYWSFLMA	\$58.95	\$57.95	\$57.95
HLWDFLHA	\$58.95	\$57.95	\$57.95	LKCYFLMA	\$74.95	\$73.95	\$73.95
HLWDFLMA	\$58.95	\$57.95	\$57.95	LKMRFLHE	\$58.95	\$57.95	\$57.95
HLWDFLPE	\$58.95	\$57.95	\$57.95	LKMRFLMA	\$58.95	\$57.95	\$57.95
HLWDFLWH	\$58.95	\$57.95	\$57.95	LYHNFLOH	\$74.95	\$73.95	\$73.95
HMSTFLAF	\$74.95	\$73.95	\$73.95	MCNPFLMA	\$74.95	\$73.95	\$73.95
HMSTFLEA	\$74.95	\$73.95	\$73.95	MDBGFLPM	\$74.95	\$73.95	\$73.95
HMSTFLHM	\$74.95	\$73.95	\$73.95	MIAMFLAE	\$49.95	\$47.95	\$47.95
HMSTFLNA	\$74.95	\$73.95	\$73.95	MIAMFLAL	\$51.95	\$49.95	\$49.95
HTISFLMA	\$58.95	\$57.95	\$57.95	MIAMFLAP	\$49.95	\$47.95	\$47.95
HWTHFLMA	\$74.95	\$73.95	\$73.95	MIAMFLBA	\$49.95	\$47.95	\$47.95
ISLMFLMA	\$58.95	\$57.95	\$57.95	MIAMFLBC	\$49.95	\$47.95	\$47.95
JAY FLMA	\$74.95	\$73.95	\$73.95	MIAMFLBR	\$49.95	\$47.95	\$47.95
JCBHFLAB	\$58.95	\$57.95	\$57.95	MIAMFLCA	\$51.95	\$49.95	\$49.95
JCBHFLMA	\$58.95	\$57.95	\$57.95	MIAMFLDB	\$58.95	\$57.95	\$57.95
JCBHFLSP	\$58.95	\$57.95	\$57.95	MIAMFLFL	\$49.95	\$47.95	\$47.95
JCVLFLAR	\$58.95	\$57.95	\$57.95	MIAMFLGR	\$49.95	\$47.95	\$47.95
JCVLFLBW	\$58.95	\$57.95	\$57.95	MIAMFLHL	\$51.95	\$49.95	\$49.95
JCVLFLCL	\$58.95	\$57.95	\$57.95	MIAMFLIC	\$58.95	\$57.95	\$57.95
JCVLFLFC	\$58.95	\$57.95	\$57.95	MIAMFLKE	\$58.95	\$57.95	\$57.95
JCVLFLGH	\$58.95	\$57.95	\$57.95	MIAMFLME	\$58.95	\$57.95	\$57.95
JCVLFLIA	\$58.95	\$57.95	\$57.95	MIAMFLNM	\$58.95	\$57.95	\$57.95
JCVLFLJB	\$58.95	\$57.95	\$57.95	MIAMFLNS	\$58.95	\$57.95	\$57.95
JCVLFLJT	\$58.95	\$57.95	\$57.95	MIAMFLOL	\$51.95	\$49.95	\$49.95
JCVLFLKJ	\$58.95	\$57.95	\$57.95	MIAMFLPB	\$49.95	\$47.95	\$47.95
JCVLFLLF	\$74.95	\$73.95	\$73.95	MIAMFLPL	\$49.95	\$47.95	\$47.95
JCVLFLNO	\$58.95	\$57.95	\$57.95	MIAMFLRR	\$51.95	\$49.95	\$49.95
JCVLFLOW	\$74.95	\$73.95	\$73.95	MIAMFLSH	\$58.95	\$57.95	\$57.95
JCVLFLRV	\$58.95	\$57.95	\$57.95	MIAMFLSO	\$51.95	\$49.95	\$49.95
JCVLFLSJ	\$58.95	\$57.95	\$57.95	MIAMFLWD	\$58.95	\$57.95	\$57.95
JCVLFLSM	\$58.95	\$57.95	\$57.95	MIAMFLWM	\$49.95	\$47.95	\$47.95
JCVLFLWC	\$58.95	\$57.95	\$57.95	MIANFLWK	\$58.95	\$57.95	\$57.95
JCVMFLED	\$58.95	\$57.95	\$57.95	MIAPFLYO	\$58.95	\$57.95	\$57.95
JPTRFLMA	\$58.95	\$57.95	\$57.95	MIAQFL06	\$58.95	\$57.95	\$57.95

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.10 BirchNet Basic Line (Cont'd.)

B. Rates and Charges (Cont'd.)

1. Business Monthly Recurring Charges – AT&T CLLI's (Cont'd.)

CLLI	BirchNet Basic Line 12 Month	BirchNet Basic Line 24 Month	BirchNet Basic Line 36 Month	CLLI	BirchNet Basic Line 12 Month	BirchNet Basic Line 24 Month	BirchNet Basic Line 36 Month
MICCFLLBB	\$58.95	\$57.95	\$57.95	PMBHFLNP	\$58.95	\$57.95	\$57.95
MLBRFLMA	\$58.95	\$57.95	\$57.95	PMBHFLTA	\$58.95	\$57.95	\$57.95
MLTNFLRA	\$74.95	\$73.95	\$73.95	PMPKFLMA	\$74.95	\$73.95	\$73.95
MNDRFLAV	\$58.95	\$57.95	\$57.95	PNCYFLCA	\$74.95	\$73.95	\$73.95
MNDRFLLO	\$58.95	\$57.95	\$57.95	PNCYFLMA	\$58.95	\$57.95	\$57.95
MNDRFLLW	\$74.95	\$73.95	\$73.95	PNSCFLBL	\$58.95	\$57.95	\$57.95
MNSNFLMA	\$74.95	\$73.95	\$73.95	PNSCFLFP	\$58.95	\$57.95	\$57.95
MRTHFLVE	\$58.95	\$57.95	\$57.95	PNSCFLHC	\$58.95	\$57.95	\$57.95
MXVFLFLMA	\$74.95	\$73.95	\$73.95	PNSCFLPB	\$58.95	\$57.95	\$57.95
NDADFLAC	\$49.95	\$47.95	\$47.95	PNSCFLWA	\$58.95	\$57.95	\$57.95
NDADFLBR	\$51.95	\$49.95	\$49.95	PNVDFLMA	\$58.95	\$57.95	\$57.95
NDADFLGG	\$51.95	\$49.95	\$49.95	PRRNFLMA	\$51.95	\$49.95	\$49.95
NDADFLLOL	\$49.95	\$47.95	\$47.95	PRSNFLFD	\$74.95	\$73.95	\$73.95
NKLRFLMA	\$58.95	\$57.95	\$57.95	PTSLFLMA	\$71.95	\$69.95	\$69.95
NSBHFLMA	\$58.95	\$57.95	\$57.95	PTSLFLSO	\$58.95	\$57.95	\$57.95
NWBYFLMA	\$74.95	\$73.95	\$73.95	SBSTFLFE	\$74.95	\$73.95	\$73.95
OKHLFLMA	\$74.95	\$73.95	\$73.95	SBSTFLMA	\$74.95	\$73.95	\$73.95
OLTWFLLN	\$74.95	\$73.95	\$73.95	SGKYFLMA	\$74.95	\$73.95	\$73.95
ORLDFLAC	\$58.95	\$57.95	\$57.95	SNFRFLMA	\$58.95	\$57.95	\$57.95
ORLDFLAP	\$58.95	\$57.95	\$57.95	STAGFLBS	\$58.95	\$57.95	\$57.95
ORLDFLCL	\$58.95	\$57.95	\$57.95	STAGFLMA	\$74.95	\$73.95	\$73.95
ORLDFLMA	\$58.95	\$57.95	\$57.95	STAGFLSH	\$58.95	\$57.95	\$57.95
ORLDFLPC	\$58.95	\$57.95	\$57.95	STAGFLWG	\$74.95	\$73.95	\$73.95
ORLDFLPH	\$58.95	\$57.95	\$57.95	STRTFLMA	\$58.95	\$57.95	\$57.95
ORLDFLSA	\$58.95	\$57.95	\$57.95	SYHSFLCC	\$74.95	\$73.95	\$73.95
ORLEFLIQ	\$58.95	\$57.95	\$57.95	TRENFLMA	\$74.95	\$73.95	\$73.95
ORPKFLMA	\$58.95	\$57.95	\$57.95	TTVLFLMA	\$58.95	\$57.95	\$57.95
ORPKFLRW	\$58.95	\$57.95	\$57.95	VERNFLMA	\$74.95	\$73.95	\$73.95
OVIDFLCA	\$58.95	\$57.95	\$57.95	VRBHFLBE	\$58.95	\$57.95	\$57.95
PACEFLPV	\$74.95	\$73.95	\$73.95	VRBHFLMA	\$58.95	\$57.95	\$57.95
PAHKFLMA	\$58.95	\$57.95	\$57.95	WELKFLMA	\$74.95	\$73.95	\$73.95
PCBHFLNT	\$58.95	\$57.95	\$57.95	WPBHFLAN	\$58.95	\$57.95	\$57.95
PLCSFLMA	\$74.95	\$73.95	\$73.95	WPBHFLGA	\$58.95	\$57.95	\$57.95
PLTKFLMA	\$74.95	\$73.95	\$73.95	WPBHFLGR	\$51.95	\$49.95	\$49.95
PMBHFLCS	\$51.95	\$49.95	\$49.95	WPBHFLHH	\$58.95	\$57.95	\$57.95
PMBHFLFE	\$51.95	\$49.95	\$49.95	WPBHFLLE	\$58.95	\$57.95	\$57.95
PMBHFLMA	\$51.95	\$49.95	\$49.95	WPBHFLRB	\$58.95	\$57.95	\$57.95

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.10 BirchNet Basic Line (Cont'd.)

B. Rates and Charges (Cont'd.)

1. Business - Monthly Recurring Charges – AT&T CLLI's (Cont'd.)

CLLI	BirchNet Basic Line 12 Month	BirchNet Basic Line 24 Month	BirchNet Basic Line 36 Month	CLLI	BirchNet Basic Line 12 Month	BirchNet Basic Line 24 Month	BirchNet Basic Line 36 Month
WPBHFLRP	\$74.95	\$73.95	\$73.95	YNFNFLMA	\$74.95	\$73.95	\$73.95
WWSPFLHI	\$74.95	\$73.95	\$73.95	YNTWFLMA	\$74.95	\$73.95	\$73.95
WWSPFLSH	\$58.95	\$57.95	\$57.95	YULEFLMA	\$74.95	\$73.95	\$73.95

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.10 BirchNet Basic Line (Cont'd.)

B. Rates and Charges (Cont'd.)

2. Residential - Monthly Recurring Charges – AT&T CLLI's

CLLI	BirchNet Basic 12/24/36Month	CLLI	BirchNet Basic 12/24/36Month	CLLI	BirchNet Basic 12/24/36Month
ARCHFLMA	\$59.95	FRBHFLFP	\$46.95	JCBHFLSP	\$44.95
BCRTFLBT	\$44.95	FTGRFLMA	\$59.95	JCVLFLAR	\$46.95
BCRTFLMA	\$44.95	FTLDFL92	\$44.95	JCVLFLBW	\$46.95
BCRTFLSA	\$46.95	FTLDFLCR	\$44.95	JCVLFLCL	\$46.95
BGPIFLMA	\$59.95	FTLDFLCY	\$44.95	JCVLFLFC	\$44.95
BKVFLJF	\$59.95	FTLDFLJA	\$46.95	JCVLFLGH	\$44.95
BLDWFLMA	\$59.95	FTLDFLMR	\$44.95	JCVLFLIA	\$46.95
BLGLFLMA	\$46.95	FTLDFLOA	\$44.95	JCVLFLJB	\$44.95
BNNLFLMA	\$59.95	FTLDFLPL	\$46.95	JCVLFLJT	\$44.95
BRSNFLMA	\$59.95	FTLDFLSF	\$44.95	JCVLFLKJ	\$44.95
BYBHFLMA	\$46.95	FTLDFLSG	\$44.95	JCVLFLLF	\$59.95
CCBHFLAF	\$46.95	FTLDFLSU	\$44.95	JCVLFLNO	\$46.95
CCBHFLMA	\$46.95	FTLDFLWA	\$44.95	JCVLFLOW	\$59.95
CDKYFLMA	\$59.95	FTLDFLWN	\$46.95	JCVLFLRV	\$46.95
CFLDFLMA	\$59.95	FTPRFLMA	\$59.95	JCVLFLSJ	\$46.95
CHPLFLJA	\$59.95	GCSPLFCN	\$59.95	JCVLFLSM	\$44.95
CNTMFLLE	\$59.95	GCVLFLMA	\$59.95	JCVLFLWC	\$46.95
COCOFLMA	\$46.95	GENVFLMA	\$59.95	JCVMFLED	\$44.95
COCOFLME	\$46.95	GLBRFLMC	\$46.95	JPTRFLMA	\$46.95
CSCYFLBA	\$59.95	GSVLFLMA	\$46.95	KYHGFLMA	\$59.95
DBRYFLDL	\$46.95	GSVLFLNW	\$46.95	KYLRFLLS	\$46.95
DBRYFLMA	\$46.95	HAVNFLMA	\$59.95	KYLRFLMA	\$46.95
DELDFLBG	\$44.95	HBSDFLMA	\$46.95	KYWSFLMA	\$44.95
DELDFLMA	\$46.95	HLHLFL02	\$44.95	LKCYFLMA	\$59.95
DLBHFLKP	\$46.95	HLNVFLMA	\$59.95	LKMRFLHE	\$46.95
DLBHFLMA	\$46.95	HLWDFLHA	\$44.95	LKMRFLMA	\$46.95
DLSPFLMA	\$59.95	HLWDFLMA	\$44.95	LYHNFLOH	\$59.95
DNLNFLWM	\$59.95	HLWDFLPE	\$46.95	MCNPFLMA	\$59.95
DRBHFLMA	\$46.95	HLWDFLWH	\$46.95	MDBGFLPM	\$59.95
DYBHFLDU	\$87.95	HMSTFLAF	\$59.95	MIAMFLAE	\$44.95
DYBHFLFN	\$44.95	HMSTFLEA	\$59.95	MIAMFLAL	\$46.95
DYBHFLMA	\$46.95	HMSTFLHM	\$59.95	MIAMFLAP	\$44.95
DYBHFLMB	\$46.95	HMSTFLNA	\$59.95	MIAMFLBA	\$44.95
DYBHFLS	\$46.95	HTISFLMA	\$46.95	MIAMFLBC	\$44.95
DYBHFLPO	\$46.95	HWTHFLMA	\$59.95	MIAMFLBR	\$44.95
EGLLFLBG	\$46.95	ISLMFLMA	\$46.95	MIAMFLCA	\$46.95
EGLLFLIH	\$46.95	JAY FLMA	\$59.95	MIAMFLDB	\$44.95
EORNFLMA	\$59.95	JCBHFLAB	\$46.95	MIAMFLFL	\$44.95
FLBHFLMA	\$46.95	JCBHFLMA	\$46.95	MIAMFLGR	\$44.95

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.10 BirchNet Basic Line (Cont'd.)

B. Rates and Charges (Cont'd.)

2. Residential - Monthly Recurring Charges – AT&T CLLI's (Cont'd.)

CLLI	BirchNet Basic 12/24/36Month	CLLI	BirchNet Basic 12/24/36Month	CLLI	BirchNet Basic 12/24/36Month
MIAMFLHL	\$46.95	ORLDFLPC	\$46.95	SYHSFLCC	\$59.95
MIAMFLIC	\$44.95	ORLDFLPH	\$46.95	TRENFLMA	\$59.95
MIAMFLKE	\$44.95	ORLDFLSA	\$46.95	TTVLFLMA	\$46.95
MIAMFLME	\$44.95	ORLEFLIQ	\$44.95	VERNFLMA	\$59.95
MIAMFLNM	\$44.95	ORPKFLMA	\$46.95	VRBHFLBE	\$46.95
MIAMFLNS	\$46.95	ORPKFLRW	\$46.95	VRBHFLMA	\$46.95
MIAMFLOL	\$46.95	OVIDFLCA	\$46.95	WELKFLMA	\$59.95
MIAMFLPB	\$44.95	PACEFLPV	\$59.95	WPBHFLAN	\$44.95
MIAMFLPL	\$44.95	PAHKFLMA	\$46.95	WPBHFLGA	\$46.95
MIAMFLRR	\$46.95	PCBHFLNT	\$46.95	WPBHFLGR	\$46.95
MIAMFLSH	\$46.95	PLCSFLMA	\$59.95	WPBHFLHH	\$46.95
MIAMFLSO	\$46.95	PLTKFLMA	\$59.95	WPBHFLLE	\$46.95
MIAMFLWD	\$44.95	PMBHFLCS	\$46.95	WPBHFLRB	\$46.95
MIAMFLWM	\$44.95	PMBHFLFE	\$46.95	WPBHFLRP	\$59.95
MIANFLWK	\$44.95	PMBHFLMA	\$46.95	WWSPFLHI	\$59.95
MIAPFLYO	\$44.95	PMBHFLNP	\$44.95	WWSPFLSH	\$46.95
MIAQFL06	\$46.95	PMBHFLTA	\$44.95	YNFNFLMA	\$59.95
MICCFLLB	\$46.95	PMPKFLMA	\$59.95	YNTWFLMA	\$59.95
MLBRFLMA	\$46.95	PNCYFLCA	\$59.95	YULEFLMA	\$59.95
MLTNFLRA	\$59.95	PNCYFLMA	\$44.95		
MNDRFLAV	\$46.95	PNSCFLBL	\$46.95		
MNDRFLLO	\$46.95	PNSCFLFP	\$46.95		
MNDRFLLW	\$59.95	PNSCFLHC	\$46.95		
MNSNFLMA	\$59.95	PNSCFLPB	\$46.95		
MRTHFLVE	\$46.95	PNSCFLWA	\$44.95		
MXVLFLMA	\$59.95	PNVDFLMA	\$46.95		
NDADFLAC	\$44.95	PRRNFLMA	\$46.95		
NDADFLBR	\$46.95	PRSNFLFD	\$59.95		
NDADFLGG	\$46.95	PTSLFLMA	\$59.95		
NDADFLOL	\$44.95	PTSLFLSO	\$46.95		
NKLRFLMA	\$46.95	SBSTFLFE	\$59.95		
NSBHFLMA	\$46.95	SBSTFLMA	\$59.95		
NWBYFLMA	\$59.95	SGKYFLMA	\$59.95		
OKHLFLMA	\$59.95	SNFRFLMA	\$46.95		
OLTWFLLN	\$59.95	STAGFLBS	\$46.95		
ORLDFLAC	\$44.95	STAGFLMA	\$59.95		
ORLDFLAP	\$46.95	STAGFLSH	\$46.95		
ORLDFLCL	\$46.95	STAGFLWG	\$59.95		
ORLDFLMA	\$44.95	STRTFLMA	\$46.95		

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.10 BirchNet Basic Line (Cont'd.)

B. Rates and Charges (Cont'd.)

3. Residential and Business - Monthly Recurring Charges – Century Link CLLI's*

<u>Rate Band</u>	<u>12 Month Term</u>	<u>24 Month Term</u>	<u>36 Month Term</u>
1	\$56.95	\$53.95	\$53.95
2	\$66.95	\$63.95	\$63.95
3	\$74.95	\$71.95	\$71.95
4	\$106.95	\$103.95	\$103.95

4. Residential and Business - Monthly Recurring Charges – Verizon CLLI's**

<u>Cost Zone</u>	<u>12 Month Term</u>	<u>24 Month Term</u>	<u>36 Month Term</u>
1	\$50.95	\$49.95	\$45.95
2	\$62.95	\$59.95	\$56.95
3	\$87.95	\$84.95	\$82.95

5. Birch Long Distance Rates for BirchNet Basic Line:

<u>Birch Long Distance per Minute Rate</u>	<u>Business</u>	<u>Residential</u>
All Long Distance Minutes	\$.049	\$.060
Out of Contract Long Distance	\$.075	\$.075

- a. Long distance is only applicable to standard outbound domestic long distance only, originating from Birch customer to the 50 US States, and US territories (Puerto Rico, Guam, USVI, No. Marianas). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.
- b. Toll Free service is available with this product see “Toll Free Service” in Section 4.3.

6. Other charges located in Miscellaneous Charges Section 4.2.12.

* See Section 3.6 for list of CLLI's and Rate Bands.

** See Section 3.7 for list of CLLI's and Cost Zones

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.10 BirchNet Basic Line (Cont'd.)

C. BirchNet Basic Line - Feature List

Any of the following calling features may be added to the Birch Basic Line. The following rates apply only when these calling features are added to the Birch Basic Line. To add calling features to any other service, please refer to Section 4.2.12.A.4 for applicable rates.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.10 BirchNet Basic Line (Cont'd.)

D. Optional Calling Features

Features Offered on a Usage Sensitive Basis

The Customer will be billed the Per Feature Activation Charge shown in the following table each time the feature is used by the Customer. Customers may subscribe to these features on a monthly basis to obtain unlimited use of the feature for a fixed monthly charge.

	Business
Three-Way Calling	\$2.00
Call Return	\$2.00
Repeat Dialing	\$2.00
Busy Connect (Per call, per use)	\$0.90
Calling Number Delivery Blocking, Per Call	No Charge

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.10 BirchNet Basic Line (Cont'd.)

E. Footnotes for BirchNet Basic Line:

- (1) BirchNet Basic Line is available to business and residential customers.

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

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

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

This rate is inclusive of the Cancel Call Waiting option where available.

- (2) Customers may accept or decline the feature(s); however, declining the feature(s) will not reduce the package monthly rate. If more features are chosen with the BirchNet Basic Line bundle, standard rates located in section 4.2.12 will apply.
- (3) The availability of certain features is dependent on ILEC feature availability.
- (4) Some features are only available to residential customers.
- (5) Some features are only available to business customers.
- (6) Product may not be available in all CLLIs.
- (7) Long Distance Rates apply to all domestic 1+ direct dialed minutes of use.

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

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

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

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.10 BirchNet Basic Line (Cont'd.)

E. Footnotes for BirchNet Basic Line (Cont'd.)

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

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

- (10) Call Forwarding –Busy Line and Call Forwarding-Don't answer will be provided for customers who add a voicemail service to their BirchNet Basic Line.
- (11) All term commitment discounts will be applied on the current invoice as a discount off of the standard monthly recurring charge for service.
- (12) Effective upon expiration of the initial or any subsequent term, the contract discount will expire.
- (13) The following products of **Birch Telecom of the South, LLC** have changed their name to BirchNet Basic Line. The services and rates for each product have previously been grandfathered.

Home Connection	Access Complete Local
Business Plus Service, Option 2	Access Spectrum Plus Service
BirchNet Basic Line	Basic Line w/o Features
Basic Connections	

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.10.1 BirchNet Basic Plus

A. BirchNet Basic Plus is equipped with:

Dialtone Line (1)
Unlimited Local, Intra-LATA Long Distance
Anonymous Call Rejection, per line
Call Block (Business Only)
Call Forwarding (Business Lines Only)
Call Forwarding Busy Line
Call Forwarding Don't Answer
Call Return
Call Return Blocking (Residential Lines Only)
Call Selector
Call Tracing
Call Waiting
Caller ID (Business Lines Only)
Caller ID Blocking (Residential Lines Only)
Caller ID Deluxe
Calling number delivery blocking, per line (Business Lines Only)
Collect Call Blocking (Residential Lines Only)
Distinctive Ringing Service
Enhanced Caller ID (Business Only) / Call Waiting Deluxe (Residential Only)
International Blocking (Residential Lines Only)
Hunting (Business Lines Only)
Preferred Call Forwarding (Business Lines Only)
Remote Access – Call Forwarding Variable
Repeat Dialing
Repeat Dialing Blocking (Residential Lines Only)
Selective Class of Call Screening (Business Lines Only)
Speed Calling
Third Party Blocking (Residential Lines Only)
Three-Way Calling
900/976 Blocking (Residential Lines Only)

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.10.1 BirchNet Basic Plus (Cont'd.)

B. Residential and Business Monthly Recurring Charges

CLLI	1. <u>AT&T CLLIs</u>			Residential		
	Business 12 Month	Business 24 Month	Business 36 Month	Residential 12 Month	Residential 24 Month	Residential 36 Month
ARCHFLMA	\$74.95	\$73.95	\$73.95	\$59.95	\$59.95	\$59.95
BCRTFLBT	\$58.95	\$57.95	\$57.95	\$44.95	\$44.95	\$44.95
BCRTFLMA	\$49.95	\$47.95	\$47.95	\$44.95	\$44.95	\$44.95
BCRTFLSA	\$58.95	\$57.95	\$57.95	\$46.95	\$46.95	\$46.95
BGPIFLMA	\$74.95	\$73.95	\$73.95	\$59.95	\$59.95	\$59.95
BKVLFLJF	\$74.95	\$73.95	\$73.95	\$59.95	\$59.95	\$59.95
BLDWFLMA	\$74.95	\$73.95	\$73.95	\$59.95	\$59.95	\$59.95
BLGLFLMA	\$58.95	\$57.95	\$57.95	\$46.95	\$46.95	\$46.95
BNNLFLMA	\$74.95	\$73.95	\$73.95	\$59.95	\$59.95	\$59.95
BRSNFLMA	\$74.95	\$73.95	\$73.95	\$59.95	\$59.95	\$59.95
BYBHFLMA	\$58.95	\$57.95	\$57.95	\$46.95	\$46.95	\$46.95
CCBHFLAF	\$58.95	\$57.95	\$57.95	\$46.95	\$46.95	\$46.95
CCBHFLMA	\$58.95	\$57.95	\$57.95	\$46.95	\$46.95	\$46.95
CDKYFLMA	\$74.95	\$73.95	\$73.95	\$59.95	\$59.95	\$59.95
CFLDFLMA	\$74.95	\$73.95	\$73.95	\$59.95	\$59.95	\$59.95
CHPLFLJA	\$74.95	\$73.95	\$73.95	\$59.95	\$59.95	\$59.95
CNTMFLLE	\$74.95	\$73.95	\$73.95	\$59.95	\$59.95	\$59.95
COCOFLMA	\$58.95	\$57.95	\$57.95	\$46.95	\$46.95	\$46.95
COCOFLME	\$58.95	\$57.95	\$57.95	\$46.95	\$46.95	\$46.95
CSCYFLBA	\$74.95	\$73.95	\$73.95	\$59.95	\$59.95	\$59.95
DBRYFLDL	\$58.95	\$57.95	\$57.95	\$46.95	\$46.95	\$46.95
DBRYFLMA	\$58.95	\$57.95	\$57.95	\$46.95	\$46.95	\$46.95
DELDFLBG	\$58.95	\$57.95	\$57.95	\$44.95	\$44.95	\$44.95
DELDFLMA	\$58.95	\$57.95	\$57.95	\$46.95	\$46.95	\$46.95
DLBHFLKP	\$58.95	\$57.95	\$57.95	\$46.95	\$46.95	\$46.95
DLBHFLMA	\$58.95	\$57.95	\$57.95	\$46.95	\$46.95	\$46.95
DLSPFLMA	\$74.95	\$73.95	\$73.95	\$59.95	\$59.95	\$59.95
DNLNFLWM	\$74.95	\$73.95	\$73.95	\$59.95	\$59.95	\$59.95
DRBHFLMA	\$51.95	\$49.95	\$49.95	\$46.95	\$46.95	\$46.95
DYBHFLDU	\$87.95	\$84.95	\$82.95	\$87.95	\$87.95	\$87.95

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.10 BirchNet Basic Plus (Cont'd.)

B. Residential and Business Monthly Recurring Charges (Cont'd.)

1. AT&T CLLIs (Cont'd.)

CLLI	Business	Business	Residential	Residential	CLLI	Business	Business	Residential	Residential
	12	24/36	12	24/36		12	24/36	12	24/36
Month	Month	Month	Month	Month	Month	Month	Month	Month	Month
HAVNFLMA	\$74.95	\$73.95	\$59.95	\$59.95	KYHGFLMA	\$74.95	\$73.95	\$59.95	\$59.95
HBSDFLMA	\$58.95	\$57.95	\$46.95	\$46.95	KYLRFLLS	\$58.95	\$57.95	\$46.95	\$46.95
HLHLFL02	\$58.95	\$57.95	\$44.95	\$44.95	KYLRFLMA	\$58.95	\$57.95	\$46.95	\$46.95
HLNVFLMA	\$74.95	\$73.95	\$59.95	\$59.95	KYWSFLMA	\$58.95	\$57.95	\$44.95	\$44.95
HLWDFLHA	\$58.95	\$57.95	\$44.95	\$44.95	LKCYFLMA	\$74.95	\$73.95	\$59.95	\$59.95
HLWDFLMA	\$49.95	\$47.95	\$44.95	\$44.95	LKMRFLHE	\$58.95	\$57.95	\$46.95	\$46.95
HLWDFLPE	\$51.95	\$49.95	\$46.95	\$46.95	LKMRFLMA	\$58.95	\$57.95	\$46.95	\$46.95
HLWDFLWH	\$51.95	\$49.95	\$46.95	\$46.95	LYHNFLOH	\$74.95	\$73.95	\$59.95	\$59.95
HMSTFLAF	\$74.95	\$73.95	\$59.95	\$59.95	MCNPFLMA	\$74.95	\$73.95	\$59.95	\$59.95
HMSTFLEA	\$74.95	\$73.95	\$59.95	\$59.95	MDBGFLPM	\$74.95	\$73.95	\$59.95	\$59.95
HMSTFLHM	\$74.95	\$73.95	\$59.95	\$59.95	MIAMFLAE	\$49.95	\$47.95	\$44.95	\$44.95
HMSTFLNA	\$74.95	\$73.95	\$59.95	\$59.95	MIAMFLAL	\$51.95	\$49.95	\$46.95	\$46.95
HTISFLMA	\$58.95	\$57.95	\$46.95	\$46.95	MIAMFLAP	\$49.95	\$47.95	\$44.95	\$44.95
HWTHFLMA	\$74.95	\$73.95	\$59.95	\$59.95	MIAMFLBA	\$49.95	\$47.95	\$44.95	\$44.95
ISLMFLMA	\$58.95	\$57.95	\$46.95	\$46.95	MIAMFLBC	\$49.95	\$47.95	\$44.95	\$44.95
JAY FLMA	\$74.95	\$73.95	\$59.95	\$59.95	MIAMFLBR	\$49.95	\$47.95	\$44.95	\$44.95
JCBHFLAB	\$58.95	\$57.95	\$46.95	\$46.95	MIAMFLCA	\$51.95	\$49.95	\$46.95	\$46.95
JCBHFLMA	\$58.95	\$57.95	\$46.95	\$46.95	MIAMFLDB	\$58.95	\$57.95	\$44.95	\$44.95
JCBHFLSP	\$58.95	\$57.95	\$44.95	\$44.95	MIAMFLFL	\$49.95	\$47.95	\$44.95	\$44.95
JCVLFLAR	\$58.95	\$57.95	\$46.95	\$46.95	MIAMFLGR	\$49.95	\$47.95	\$44.95	\$44.95
JCVLFLBW	\$58.95	\$57.95	\$46.95	\$46.95	MIAMFLHL	\$51.95	\$49.95	\$46.95	\$46.95
JCVLFLCL	\$58.95	\$57.95	\$46.95	\$46.95	MIAMFLIC	\$58.95	\$57.95	\$44.95	\$44.95
JCVLFLFC	\$58.95	\$57.95	\$44.95	\$44.95	MIAMFLKE	\$58.95	\$57.95	\$44.95	\$44.95
JCVLFLGH	\$48.95	\$47.95	\$34.95	\$34.95	MIAMFLME	\$58.95	\$57.95	\$44.95	\$44.95
JCVLFLIA	\$58.95	\$57.95	\$46.95	\$46.95	MIAMFLNM	\$58.95	\$57.95	\$44.95	\$44.95
JCVLFLJB	\$58.95	\$57.95	\$44.95	\$44.95	MIAMFLNS	\$58.95	\$57.95	\$46.95	\$46.95
JCVLFLJT	\$58.95	\$57.95	\$44.95	\$44.95	MIAMFLOL	\$51.95	\$49.95	\$46.95	\$46.95
JCVLFLKJ	\$58.95	\$57.95	\$44.95	\$44.95	MIAMFLPB	\$49.95	\$47.95	\$44.95	\$44.95
JCVLFLLF	\$74.95	\$73.95	\$59.95	\$59.95	MIAMFLPL	\$49.95	\$47.95	\$44.95	\$44.95
JCVLFLNO	\$58.95	\$57.95	\$46.95	\$46.95	MIAMFLRR	\$51.95	\$49.95	\$46.95	\$46.95
JCVLFLOW	\$74.95	\$73.95	\$59.95	\$59.95	MIAMFLSH	\$58.95	\$57.95	\$46.95	\$46.95
JCVLFLRV	\$58.95	\$57.95	\$46.95	\$46.95	MIAMFLSO	\$51.95	\$49.95	\$46.95	\$46.95
JCVLFLSJ	\$58.95	\$57.95	\$46.95	\$46.95	MIAMFLWD	\$58.95	\$57.95	\$44.95	\$44.95
JCVLFLSM	\$58.95	\$57.95	\$44.95	\$44.95	MIAMFLWM	\$49.95	\$47.95	\$44.95	\$44.95
JCVLFLWC	\$58.95	\$57.95	\$46.95	\$46.95	MIANFLWK	\$58.95	\$57.95	\$44.95	\$44.95
JCVMFLED	\$58.95	\$57.95	\$44.95	\$44.95	MIAPFLYO	\$58.95	\$57.95	\$46.95	\$46.95
JPTRFLMA	\$58.95	\$57.95	\$46.95	\$46.95	MIAQFL06	\$58.95	\$57.95	\$46.95	\$46.95

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.10.1 BirchNet Basic Plus (Cont'd.)

B. Residential and Business Monthly Recurring Charges (Cont'd.)

1. AT&T CLLIs (Cont'd.)

CLLI	Business 12 Month	Business 24/36 Month	Residential 12 Month	Residential 24/36 Month	CLLI	Business 12 Month	Business 24/36 Month	Residential 12 Month	Residential 24/36 Month
MICCFLLB	\$58.95	\$57.95	\$46.95	\$46.95	PNCYFLCA	\$74.95	\$73.95	\$59.95	\$59.95
MLBRFLMA	\$58.95	\$57.95	\$46.95	\$46.95	PNCYFLMA	\$58.95	\$57.95	\$44.95	\$44.95
MLTNFLRA	\$74.95	\$73.95	\$59.95	\$59.95	PNSCFLBL	\$58.95	\$57.95	\$46.95	\$46.95
MNDRFLAV	\$58.95	\$57.95	\$46.95	\$46.95	PNSCFLFP	\$58.95	\$57.95	\$46.95	\$46.95
MNDRFLLO	\$58.95	\$57.95	\$46.95	\$46.95	PNSCFLHC	\$58.95	\$57.95	\$46.95	\$46.95
MNDRFLW	\$74.95	\$73.95	\$59.95	\$59.95	PNSCFLPB	\$58.95	\$57.95	\$46.95	\$46.95
MNSNFLMA	\$74.95	\$73.95	\$59.95	\$59.95	PNSCFLWA	\$58.95	\$57.95	\$44.95	\$44.95
MRTFLVE	\$58.95	\$57.95	\$46.95	\$46.95	PNVDFLMA	\$58.95	\$57.95	\$46.95	\$46.95
MXVFLMA	\$74.95	\$73.95	\$59.95	\$59.95	PRRNFLMA	\$51.95	\$49.95	\$46.95	\$46.95
NDADFLAC	\$49.95	\$47.95	\$44.95	\$44.95	PRSNFLFD	\$74.95	\$73.95	\$59.95	\$59.95
NDADFLBR	\$51.95	\$49.95	\$46.95	\$46.95	PTSLFLMA	\$71.95	\$69.95	\$59.95	\$59.95
NDADFLGG	\$51.95	\$49.95	\$46.95	\$46.95	PTSLFLSO	\$58.95	\$57.95	\$46.95	\$46.95
NDADFLLO	\$49.95	\$47.95	\$44.95	\$44.95	SBSTFLFE	\$74.95	\$73.95	\$59.95	\$59.95
NKLRFLMA	\$58.95	\$57.95	\$46.95	\$46.95	SBSTFLMA	\$74.95	\$73.95	\$59.95	\$59.95
NSBHFLMA	\$58.95	\$57.95	\$46.95	\$46.95	SGKYFLMA	\$74.95	\$73.95	\$59.95	\$59.95
NWBYFLMA	\$74.95	\$73.95	\$59.95	\$59.95	SNFRFLMA	\$58.95	\$57.95	\$46.95	\$46.95
OKHLFLMA	\$74.95	\$73.95	\$59.95	\$59.95	STAGFLBS	\$58.95	\$57.95	\$46.95	\$46.95
OLTWFLLN	\$74.95	\$73.95	\$59.95	\$59.95	STAGFLMA	\$74.95	\$73.95	\$59.95	\$59.95
ORLDFLAC	\$58.95	\$57.95	\$44.95	\$44.95	STAGFLSH	\$58.95	\$57.95	\$46.95	\$46.95
ORLDFLAP	\$58.95	\$57.95	\$46.95	\$46.95	STAGFLWG	\$74.95	\$73.95	\$59.95	\$59.95
ORLDFLCL	\$58.95	\$57.95	\$46.95	\$46.95	STRTFLMA	\$58.95	\$57.95	\$46.95	\$46.95
ORLDFLMA	\$58.95	\$57.95	\$44.95	\$44.95	SYHSFLCC	\$74.95	\$73.95	\$59.95	\$59.95
ORLDFLPC	\$58.95	\$57.95	\$46.95	\$46.95	TRENFLMA	\$74.95	\$73.95	\$59.95	\$59.95
ORLDFLPH	\$58.95	\$57.95	\$46.95	\$46.95	TTVLFLMA	\$58.95	\$57.95	\$46.95	\$46.95
ORLDFLSA	\$58.95	\$57.95	\$46.95	\$46.95	VERNFLMA	\$74.95	\$73.95	\$59.95	\$59.95
ORLEFLIQ	\$58.95	\$57.95	\$44.95	\$44.95	VRBHFLBE	\$58.95	\$57.95	\$46.95	\$46.95
ORPKFLMA	\$58.95	\$57.95	\$46.95	\$46.95	VRBHFLMA	\$58.95	\$57.95	\$46.95	\$46.95
ORPKFLRW	\$58.95	\$57.95	\$46.95	\$46.95	WELKFLMA	\$74.95	\$73.95	\$59.95	\$59.95
OVIDFLCA	\$58.95	\$57.95	\$46.95	\$46.95	WPBHFLAN	\$58.95	\$57.95	\$44.95	\$44.95
PACEFLPV	\$74.95	\$73.95	\$59.95	\$59.95	WPBHFLGA	\$58.95	\$57.95	\$46.95	\$46.95
PAHKFLMA	\$58.95	\$57.95	\$46.95	\$46.95	WPBHFLGR	\$51.95	\$49.95	\$46.95	\$46.95
PCBHFLNT	\$58.95	\$57.95	\$46.95	\$46.95	WPBHFLHH	\$58.95	\$57.95	\$46.95	\$46.95
PLCSFLMA	\$74.95	\$73.95	\$59.95	\$59.95	WPBHFLLE	\$58.95	\$57.95	\$46.95	\$46.95
PLTKFLMA	\$74.95	\$73.95	\$59.95	\$59.95	WPBHFLRB	\$58.95	\$57.95	\$46.95	\$46.95
PMBHFLCS	\$51.95	\$49.95	\$46.95	\$46.95	WPBHFLRP	\$74.95	\$73.95	\$59.95	\$59.95
PMBHFLFE	\$51.95	\$49.95	\$46.95	\$46.95	WWSPLHI	\$74.95	\$73.95	\$59.95	\$59.95
PMBHFLMA	\$51.95	\$49.95	\$46.95	\$46.95	WWSPLSH	\$58.95	\$57.95	\$46.95	\$46.95
PMBHFLNP	\$58.95	\$57.95	\$44.95	\$44.95	YNFNFLMA	\$74.95	\$73.95	\$59.95	\$59.95
PMBHFLTA	\$58.95	\$57.95	\$44.95	\$44.95	YNTWFLMA	\$74.95	\$73.95	\$59.95	\$59.95
PMPKFLMA	\$74.95	\$73.95	\$59.95	\$59.95	YULEFLMA	\$74.95	\$73.95	\$59.95	\$59.95

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.10.1 BirchNet Basic Plus (Cont'd.)

B. Residential and Business Monthly Recurring Charges (Cont'd.)

2. CenturyLink CLLI's*

<u>Rate Band</u>	<u>12 Month Term</u>	<u>24 Month Term</u>	<u>36 Month Term</u>
1	\$56.95	\$53.95	\$53.95
2	\$66.95	\$63.95	\$63.95
3	\$74.95	\$71.95	\$71.95
4	\$106.95	\$103.95	\$103.95

3. Verizon CLLI's**

<u>Cost Zone</u>	<u>12 Month Term</u>	<u>24 Month Term</u>	<u>36 Month Term</u>
1	\$50.95	\$49.95	\$45.95
2	\$62.95	\$59.95	\$56.95
3	\$87.95	\$84.95	\$82.95

C. Birch Long Distance Rates for BirchNet Basic Plus:

<u>Birch Long Distance</u>	<u>Rate Per Minute - Business</u>	<u>Rate Per Minute – Residential</u>
In Contract Minutes	\$.049	\$.060
No Contract Minutes	\$.075	\$.075

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

b. Toll Free service is available with this product see “Toll Free Service”.

D. BirchNet Basic Plus – Previous Product Names

The following products of **Birch Telecom of the South, LLC** have changed their name to BirchNet Basic Plus. The services and rates for each product have previously been grandfathered.

America Basic	All Access Lite Package
America Choice	Choice Solution 1 Package
SmartBiz Premier	Access Complete Plus
Home Connection Plus	Basic Line w/Features
BirchNet Basic Plus	Complete Choice Plan

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.10.1 BirchNet Basic Plus (Cont'd.)

E. Footnotes for BirchNet Basic Plus:

1. BirchNet Basic Plus applies to business and residential customers.

- All customers will be required to sign a 12, 24 or 36 month term agreement.
- Early Termination Fees are calculated using the following formula:
- \$50 x Months Remaining (Per Location)
- The early termination fee will apply per location on the original term agreement or any subsequent renewal of the term agreement.

This rate is inclusive of the Cancel Call Waiting option where available.

2. Customers may accept or decline the feature(s); however, declining the feature(s) will not reduce the package monthly rate. If more features are chosen with the BirchNet Basic Plus bundle, standard rates located in section will apply.

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

Some features are only available to residential customers.

Some features are only available to business customers.
Product may not be available in all CLLIs.

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

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

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

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

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.10.1 BirchNet Basic Plus (Cont'd.)

E. Footnotes for BirchNet Basic Plus (Cont'd.)

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

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

- (6) Call Forwarding –Busy Line and Call Forwarding-Don't answer will be provided for customers who add a voicemail service to their BirchNet Basic Plus.
- (7) All term commitment discounts will be applied on the current invoice as a discount off of the standard monthly recurring charge for service.
- (8) Effective upon expiration of the initial or any subsequent term, the contract discount will expire.
- (9) Effective XX, this product is grandfathered and no longer available for new sales.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.11 BirchNet Essentials

A. BirchNet Essentials is equipped with:

Basic Business or Residential Line
Unlimited Features
Hunting(business only)
Unlimited Local Intra-LATA Long Distance
200 Minutes of Domestic Inter-LATA Long Distance

B. Rates and Charges

1. Business Monthly Recurring Charges – AT&T CLLI's

CLLI	BirchNet Essentials 12 Month	BirchNet Essentials 24 Month	BirchNet Essentials 36 Month	CLLI	BirchNet Essentials 12 Month	BirchNet Essentials 24 Month	BirchNet Essentials 36 Month
ARCHFLMA	\$77.95	\$75.95	\$75.95	DNLNFLWM	\$77.95	\$75.95	\$75.95
BCRTFLBT	\$61.95	\$59.95	\$59.95	DRBHFLMA	\$54.95	\$52.95	\$52.95
BCRTFLMA	\$54.95	\$52.95	\$52.95	DYBHFLDU	\$91.95	\$88.95	\$86.95
BCRTFLSA	\$61.95	\$59.95	\$59.95	DYBHFLFN	\$61.95	\$59.95	\$59.95
BGPIFLMA	\$77.95	\$75.95	\$75.95	DYBHFLMA	\$61.95	\$59.95	\$59.95
BKVLFLJF	\$77.95	\$75.95	\$75.95	DYBHFLFLOB	\$61.95	\$59.95	\$59.95
BLDWFLMA	\$77.95	\$75.95	\$75.95	DYBHFLFLOS	\$61.95	\$59.95	\$59.95
BLGLFLMA	\$61.95	\$59.95	\$59.95	DYBHFLPO	\$61.95	\$59.95	\$59.95
BNNLFLMA	\$77.95	\$75.95	\$75.95	EGLLFLBG	\$61.95	\$59.95	\$59.95
BRSNFLMA	\$77.95	\$75.95	\$75.95	EGLLFLIH	\$61.95	\$59.95	\$59.95
BYBHFLMA	\$61.95	\$59.95	\$59.95	EORNFLMA	\$77.95	\$75.95	\$75.95
CCBHFLAF	\$61.95	\$59.95	\$59.95	FLBHFLMA	\$61.95	\$59.95	\$59.95
CCBHFLMA	\$61.95	\$59.95	\$59.95	FRBHFLFP	\$61.95	\$59.95	\$59.95
CDKYFLMA	\$77.95	\$75.95	\$75.95	FTGRFLMA	\$77.95	\$75.95	\$75.95
CFLDFLMA	\$77.95	\$75.95	\$75.95	FTLDFL92	\$61.95	\$59.95	\$59.95
CHPLFLJA	\$77.95	\$75.95	\$75.95	FTLDFLCR	\$54.95	\$52.95	\$52.95
CNTMFLLE	\$77.95	\$75.95	\$75.95	FTLDFLCY	\$54.95	\$52.95	\$52.95
COCOFLMA	\$61.95	\$59.95	\$59.95	FTLDFLJA	\$54.95	\$52.95	\$52.95
COCOFLME	\$61.95	\$59.95	\$59.95	FTLDFLMR	\$54.95	\$52.95	\$52.95
CSCYFLBA	\$77.95	\$75.95	\$75.95	FTLDFLOA	\$61.95	\$59.95	\$59.95
DBRYFLDL	\$61.95	\$59.95	\$59.95	FTLDFLPL	\$54.95	\$52.95	\$52.95
DBRYFLMA	\$61.95	\$59.95	\$59.95	FTLDFLSF	\$61.95	\$59.95	\$59.95
DELDFLBG	\$61.95	\$59.95	\$59.95	FTLDFLSG	\$54.95	\$52.95	\$52.95
DELDFLMA	\$61.95	\$59.95	\$59.95	FTLDFLSU	\$54.95	\$52.95	\$52.95
DLBHFLKP	\$61.95	\$59.95	\$59.95	FTLDFLWA	\$61.95	\$59.95	\$59.95
DLBHFLMA	\$61.95	\$59.95	\$59.95	FTLDFLWN	\$61.95	\$59.95	\$59.95
DLSNFLMA	\$77.95	\$75.95	\$75.95	FTPRFLMA	\$77.95	\$75.95	\$75.95

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Gordon P. Williams, Jr. - Senior Vice President and General Counsel
2323 Grand Blvd., Suite 925
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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.11 BirchNet Essentials (Cont'd.)

B. Rates and Charges (continued)

1. Business Monthly Recurring Charges – AT&T CLLI's (Cont'd.)

CLLI	BirchNet	BirchNet	BirchNet	CLLI	BirchNet	BirchNet	BirchNet
	Essentials	Essentials	Essentials		Essentials	Essentials	Essentials
	12 Month	24 Month	36 Month		12 Month	24 Month	36 Month
GCSPFLCN	\$77.95	\$75.95	\$75.95	JCVLFLNO	\$61.95	\$59.95	\$59.95
GCVLFLMA	\$77.95	\$75.95	\$75.95	JCVLFLOW	\$77.95	\$75.95	\$75.95
GENVFLMA	\$77.95	\$75.95	\$75.95	JCVLFLRV	\$61.95	\$59.95	\$59.95
GLBRFLMC	\$61.95	\$59.95	\$59.95	JCVLFLSJ	\$61.95	\$59.95	\$59.95
GSVLFLMA	\$61.95	\$59.95	\$59.95	JCVLFLSM	\$61.95	\$59.95	\$59.95
GSVLFLNW	\$61.95	\$59.95	\$59.95	JCVLFLWC	\$61.95	\$59.95	\$59.95
HAVNFLMA	\$77.95	\$75.95	\$75.95	JCVMFLED	\$61.95	\$59.95	\$59.95
HBSDFLMA	\$61.95	\$59.95	\$59.95	JPTRFLMA	\$61.95	\$59.95	\$59.95
HLHLFL02	\$61.95	\$59.95	\$59.95	KYHGFLMA	\$77.95	\$75.95	\$75.95
HLNVFLMA	\$77.95	\$75.95	\$75.95	KYLRFLLS	\$61.95	\$59.95	\$59.95
HLWDFLHA	\$61.95	\$59.95	\$59.95	KYLRFLMA	\$61.95	\$59.95	\$59.95
HLWDFLMA	\$54.95	\$52.95	\$52.95	KYWSFLMA	\$61.95	\$59.95	\$59.95
HLWDFLPE	\$54.95	\$52.95	\$52.95	LKCYFLMA	\$77.95	\$75.95	\$75.95
HLWDFLWH	\$54.95	\$52.95	\$52.95	LKMRFLHE	\$61.95	\$59.95	\$59.95
HMSTFLAF	\$77.95	\$75.95	\$75.95	LKMRFLMA	\$61.95	\$59.95	\$59.95
HMSTFLEA	\$77.95	\$75.95	\$75.95	LYHNFLOH	\$77.95	\$75.95	\$75.95
HMSTFLHM	\$77.95	\$75.95	\$75.95	MCNPFLMA	\$77.95	\$75.95	\$75.95
HMSTFLNA	\$77.95	\$75.95	\$75.95	MDBGFLPM	\$77.95	\$75.95	\$75.95
HTISFLMA	\$61.95	\$59.95	\$59.95	MIAMFLAE	\$54.95	\$52.95	\$49.95
HWTHFLMA	\$77.95	\$75.95	\$75.95	MIAMFLAL	\$54.95	\$52.95	\$49.95
ISLMFLMA	\$61.95	\$59.95	\$59.95	MIAMFLAP	\$54.95	\$52.95	\$49.95
JAY FLMA	\$77.95	\$75.95	\$75.95	MIAMFLBA	\$54.95	\$52.95	\$49.95
JCBHFLAB	\$61.95	\$59.95	\$59.95	MIAMFLBC	\$54.95	\$52.95	\$49.95
JCBHFLMA	\$61.95	\$59.95	\$59.95	MIAMFLBR	\$54.95	\$52.95	\$49.95
JCBHFLSP	\$61.95	\$59.95	\$59.95	MIAMFLCA	\$54.95	\$52.95	\$49.95
JCVLFLAR	\$61.95	\$59.95	\$59.95	MIAMFLDB	\$61.95	\$59.95	\$59.95
JCVLFLBW	\$61.95	\$59.95	\$59.95	MIAMFLFL	\$54.95	\$52.95	\$49.95
JCVLFLCL	\$61.95	\$59.95	\$59.95	MIAMFLGR	\$54.95	\$52.95	\$49.95
JCVLFLFC	\$77.95	\$75.95	\$75.95	MIAMFLHL	\$54.95	\$52.95	\$52.95
JCVLFLGH	\$61.95	\$59.95	\$59.95	MIAMFLIC	\$61.95	\$59.95	\$59.95
JCVLFLIA	\$61.95	\$59.95	\$59.95	MIAMFLKE	\$61.95	\$59.95	\$59.95
JCVLFLJB	\$61.95	\$59.95	\$59.95	MIAMFLME	\$61.95	\$59.95	\$59.95
JCVLFLJT	\$61.95	\$59.95	\$59.95	MIAMFLNM	\$61.95	\$59.95	\$59.95
JCVLFLKJ	\$61.95	\$59.95	\$59.95	MIAMFLNS	\$61.95	\$59.95	\$59.95
JCVLFLLF	\$77.95	\$75.95	\$75.95	MIAMFLOL	\$54.95	\$52.95	\$52.95

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.11 BirchNet Essentials (Cont'd.)

B. Rates and Charges (continued)

1. Business Monthly Recurring Charges – AT&T CLLI's (Cont'd.)

CLLI	BirchNet Essentials 12 Month	BirchNet Essentials 24 Month	BirchNet Essentials 36 Month	CLLI	BirchNet Essentials 12 Month	BirchNet Essentials 24 Month	BirchNet Essentials 36 Month
MIAMFLPB	\$54.95	\$52.95	\$49.95	ORLEFLIQ	\$61.95	\$59.95	\$59.95
MIAMFLPL	\$54.95	\$52.95	\$49.95	ORPKFLMA	\$61.95	\$59.95	\$59.95
MIAMFLRR	\$54.95	\$52.95	\$52.95	ORPKFLRW	\$61.95	\$59.95	\$59.95
MIAMFLSH	\$61.95	\$59.95	\$59.95	OVIDFLCA	\$61.95	\$59.95	\$59.95
MIAMFLSO	\$54.95	\$52.95	\$52.95	PACEFLPV	\$77.95	\$75.95	\$75.95
MIAMFLWD	\$61.95	\$59.95	\$59.95	PAHKFLMA	\$61.95	\$59.95	\$59.95
MIAMFLWM	\$54.95	\$52.95	\$49.95	PCBHFLNT	\$61.95	\$59.95	\$59.95
MIANFLWK	\$61.95	\$59.95	\$59.95	PLCSFLMA	\$77.95	\$75.95	\$75.95
MIAPFLYO	\$61.95	\$59.95	\$59.95	PLTKFLMA	\$77.95	\$75.95	\$75.95
MIAQFL06	\$61.95	\$59.95	\$59.95	PMBHFLCS	\$54.95	\$52.95	\$52.95
MICCFLLB	\$61.95	\$59.95	\$59.95	PMBHFLFE	\$54.95	\$52.95	\$52.95
MLBRFLMA	\$61.95	\$59.95	\$59.95	PMBHFLMA	\$54.95	\$52.95	\$52.95
MLTNFLRA	\$77.95	\$75.95	\$75.95	PMBHFLNP	\$61.95	\$59.95	\$59.95
MNDRFLAV	\$61.95	\$59.95	\$59.95	PMBHFLTA	\$61.95	\$59.95	\$59.95
MNDRFLLO	\$61.95	\$59.95	\$59.95	PMPKFLMA	\$77.95	\$75.95	\$75.95
MNDRFLLW	\$77.95	\$75.95	\$75.95	PNCYFLCA	\$77.95	\$75.95	\$75.95
MNSNFLMA	\$77.95	\$75.95	\$75.95	PNCYFLMA	\$61.95	\$59.95	\$59.95
MRTHFLVE	\$61.95	\$59.95	\$59.95	PNSCFLBL	\$61.95	\$59.95	\$59.95
MXVLFLMA	\$77.95	\$75.95	\$75.95	PNSCFLFP	\$61.95	\$59.95	\$59.95
NDADFLAC	\$54.95	\$52.95	\$49.95	PNSCFLHC	\$61.95	\$59.95	\$59.95
NDADFLBR	\$54.95	\$52.95	\$52.95	PNSCFLPB	\$61.95	\$59.95	\$59.95
NDADFLGG	\$54.95	\$52.95	\$52.95	PNSCFLWA	\$61.95	\$59.95	\$59.95
NDADFL0L	\$54.95	\$52.95	\$49.95	PNVDFLMA	\$61.95	\$59.95	\$59.95
NKLRFLMA	\$61.95	\$59.95	\$59.95	PRRNFLMA	\$54.95	\$52.95	\$52.95
NSBHFLMA	\$61.95	\$59.95	\$59.95	PRSNFLFD	\$77.95	\$75.95	\$75.95
NWBYFLMA	\$77.95	\$75.95	\$75.95	PTSLFLMA	\$73.95	\$71.95	\$71.95
OKHLFLMA	\$77.95	\$75.95	\$75.95	PTSLFLSO	\$61.95	\$59.95	\$59.95
OLTWFLLN	\$77.95	\$75.95	\$75.95	SBSTFLFE	\$77.95	\$75.95	\$75.95
ORLDFLAC	\$61.95	\$59.95	\$59.95	SBSTFLMA	\$77.95	\$75.95	\$75.95
ORLDFLAP	\$61.95	\$59.95	\$59.95	SGKYFLMA	\$77.95	\$75.95	\$75.95
ORLDFLCL	\$61.95	\$59.95	\$59.95	SNFRFLMA	\$61.95	\$59.95	\$59.95
ORLDFLMA	\$61.95	\$59.95	\$59.95	STAGFLBS	\$61.95	\$59.95	\$59.95
ORLDFLPC	\$61.95	\$59.95	\$59.95	STAGFLMA	\$77.95	\$75.95	\$75.95
ORLDFLPH	\$61.95	\$59.95	\$59.95	STAGFLSH	\$61.95	\$59.95	\$59.95
ORLDFLSA	\$61.95	\$59.95	\$59.95	STAGFLWG	\$77.95	\$75.95	\$75.95

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.11 BirchNet Essentials (Cont'd.)

B. Rates and Charges (continued)

1. Business Monthly Recurring Charges – AT&T CLLI's (Cont'd.)

CLLI	BirchNet	BirchNet	BirchNet	CLLI	BirchNet	BirchNet	BirchNet
	Essentials	Essentials	Essentials		Essentials	Essentials	Essentials
	12 Month	24 Month	36 Month		12 Month	24Month	36 Month
STRNFLMA	\$61.95	\$59.95	\$59.95	WPBHFLGR	\$61.95	\$59.95	\$59.95
SYHSFLCC	\$77.95	\$75.95	\$75.95	WPBHFLHH	\$61.95	\$59.95	\$59.95
TRENFLMA	\$77.95	\$75.95	\$75.95	WPBHFLLE	\$61.95	\$59.95	\$59.95
TTVLFLMA	\$61.95	\$59.95	\$59.95	WPBHFLRB	\$61.95	\$59.95	\$59.95
VERNFLMA	\$77.95	\$75.95	\$75.95	WPBHFLRP	\$77.95	\$75.95	\$75.95
VRBHFLBE	\$61.95	\$59.95	\$59.95	WWSPFLHI	\$67.95	\$75.95	\$75.95
VRBHFLMA	\$61.95	\$59.95	\$59.95	WWSPFLSH	\$61.95	\$59.95	\$59.95
WELKFLMA	\$77.95	\$75.95	\$75.95	YNFNFLMA	\$77.95	\$75.95	\$75.95
WPBHFLAN	\$61.95	\$59.95	\$59.95	YNTWFLMA	\$77.95	\$75.95	\$75.95
WPBHFLGA	\$61.95	\$59.95	\$59.95	YULEFLMA	\$77.95	\$75.95	\$75.95

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.11 BirchNet Essentials (Cont'd.)

B. Rates and Charges (continued)

2. Residential Monthly Recurring Charges – AT&T CLLI's

	BirchNet Essentials		BirchNet Essentials		BirchNet Essentials
	12/24/36	CLLI	12/24/36	CLLI	12/24/36
CLLI	Month		Month		Month
ARCHFLMA	\$75.95	FLBHFLMA	\$59.95	JCBHFLAB	\$59.95
BCRTFLBT	\$59.95	FRBHFLFP	\$59.95	JCBHFLMA	\$59.95
BCRTFLMA	\$49.95	FTGRFLMA	\$75.95	JCBHFLSP	\$59.95
BCRTFLSA	\$59.95	FTLDFL92	\$59.95	JCVLFLAR	\$59.95
BGPIFLMA	\$75.95	FTLDFLCR	\$58.95	JCVLFLBW	\$59.95
BKVLFLJF	\$75.95	FTLDFLCY	\$58.95	JCVLFLCL	\$59.95
BLDWFLMA	\$75.95	FTLDFLJA	\$58.95	JCVLFLFC	\$59.95
BLGLFLMA	\$59.95	FTLDFLMR	\$58.95	JCVLFLGH	\$59.95
BNNFLMA	\$75.95	FTLDFLOA	\$59.95	JCVLFLIA	\$59.95
BRSNFLMA	\$75.95	FTLDFLPL	\$58.95	JCVLFLJB	\$59.95
BYBHFLMA	\$59.95	FTLDFLSF	\$59.95	JCVLFLJT	\$59.95
CCBHFLAF	\$59.95	FTLDFLSG	\$59.95	JCVLFLKJ	\$59.95
CCBHFLMA	\$59.95	FTLDFLSU	\$58.95	JCVLFLLF	\$75.95
CDKYFLMA	\$75.95	FTLDFLWA	\$59.95	JCVLFLNO	\$59.95
CFLDFLMA	\$75.95	FTLDFLWN	\$59.95	JCVLFLOW	\$75.95
CHPLFLJA	\$75.95	FTPRFLMA	\$75.95	JCVLFLRV	\$59.95
CNTMFLLE	\$75.95	GCSPFLCN	\$75.95	JCVLFLSJ	\$59.95
COCOFLMA	\$59.95	GCVLFLMA	\$75.95	JCVLFLSM	\$59.95
COCOFLME	\$59.95	GENVFLMA	\$75.95	JCVLFLWC	\$59.95
CSCYFLBA	\$75.95	GLBRFLMC	\$59.95	JCVMFLED	\$59.95
DBRYFLDL	\$59.95	GSVLFLMA	\$59.95	JPTRFLMA	\$59.95
DBRYFLMA	\$59.95	GSVLFLNW	\$59.95	KYHGFLMA	\$75.95
DELDFLBG	\$59.95	HAVNFLMA	\$75.95	KYLRFLLS	\$59.95
DELDFLMA	\$59.95	HBSDFLMA	\$59.95	KYLRFLMA	\$59.95
DLBHFLKP	\$59.95	HLHLFL02	\$59.95	KYWSFLMA	\$59.95
DLBHFLMA	\$59.95	HLNVFLMA	\$75.95	LKCYFLMA	\$75.95
DLSPFLMA	\$75.95	HLWDFLHA	\$59.95	LKMRFLEH	\$59.95
DNLNFLWM	\$75.95	HLWDFLMA	\$58.95	LKMRFLEH	\$59.95
DRBHFLMA	\$52.95	HLWDFLPE	\$58.95	LYHNFLOH	\$75.95
DYBHFLDU	\$91.95	HLWDFLWH	\$58.95	MCNPFLMA	\$75.95
DYBHFLFN	\$59.95	HMSTFLAF	\$75.95	MDBGFLPM	\$75.95
DYBHFLMA	\$59.95	HMSTFLEA	\$75.95	MIAMFLAE	\$58.95
DYBHFLMB	\$59.95	HMSTFLHM	\$75.95	MIAMFLAL	\$58.95
DYBHFLMB	\$59.95	HMSTFLNA	\$75.95	MIAMFLAP	\$58.95
DYBHFLPO	\$59.95	HTISFLMA	\$59.95	MIAMFLBA	\$58.95
EGLLFLBG	\$59.95	HWTHFLMA	\$75.95	MIAMFLBC	\$58.95
EGLLFLIH	\$75.95	ISLMFLMA	\$59.95	MIAMFLBR	\$58.95
EORNFLMA	\$59.95	JAY FLMA	\$75.95	MIAMFLCA	\$58.95

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.11 BirchNet Essentials (Cont'd.)

B. Rates and Charges (continued)

2. Residential Monthly Recurring Charges – AT&T CLLI's (Cont'd.)

CLLI	BirchNet Essentials 12/24/36 Month	CLLI	BirchNet Essentials 12/24/36 Month	CLLI	BirchNet Essentials 12/24/36 Month
MIAMFLDB	\$59.95	ORLDFLAC	\$59.95	STAGFLBS	\$59.95
MIAMFLFL	\$58.95	ORLDFLAP	\$59.95	STAGFLMA	\$75.95
MIAMFLGR	\$58.95	ORLDFLCL	\$59.95	STAGFLSH	\$59.95
MIAMFLHL	\$58.95	ORLDFLMA	\$59.95	STAGFLWG	\$75.95
MIAMFLIC	\$59.95	ORLDFLPC	\$59.95	STRNFLMA	\$59.95
MIAMFLKE	\$59.95	ORLDFLPH	\$59.95	SYHSFLCC	\$75.95
MIAMFLME	\$59.95	ORLDFLSA	\$59.95	TRENFLMA	\$75.95
MIAMFLNM	\$59.95	ORLEFLIQ	\$59.95	TTVFLMA	\$59.95
MIAMFLNS	\$59.95	ORPKFLMA	\$59.95	VERNFLMA	\$75.95
MIAMFLOL	\$58.95	ORPKFLRW	\$59.95	VRBHFLBE	\$59.95
MIAMFLPB	\$58.95	OVIDFLCA	\$59.95	VRBHFLMA	\$59.95
MIAMFLPL	\$58.95	PACEFLPV	\$75.95	WELKFLMA	\$75.95
MIAMFLRR	\$58.95	PAHKFLMA	\$59.95	WPBHFLAN	\$59.95
MIAMFLSH	\$59.95	PCBHFLNT	\$59.95	WPBHFLGA	\$59.95
MIAMFLSO	\$58.95	PLCSFLMA	\$75.95	WPBHFLGR	\$58.95
MIAMFLWD	\$59.95	PLTKFLMA	\$75.95	WPBHFLHH	\$59.95
MIAMFLWM	\$58.95	PMBHFLCS	\$58.95	WPBHFLLE	\$59.95
MIANFLWK	\$59.95	PMBHFLFE	\$58.95	WPBHFLRB	\$59.95
MIAPFLYO	\$59.95	PMBHFLMA	\$58.95	WPBHFLRP	\$75.95
MIAQFL06	\$59.95	PMBHFLNP	\$59.95	WWSPFLHI	\$75.95
MICCFLBB	\$59.95	PMBHFLTA	\$59.95	WWSPFLSH	\$59.95
MLBRFLMA	\$59.95	PMPKFLMA	\$75.95	YNFNFLMA	\$75.95
MLTNFLRA	\$75.95	PNCYFLCA	\$75.95	YNTWFLMA	\$75.95
MNDRFLAV	\$59.95	PNCYFLMA	\$59.95	YULEFLMA	\$75.95
MNDRFLLO	\$59.95	PNSCFLBL	\$59.95		
MNDRFLLW	\$75.95	PNSCFLFP	\$59.95		
MNSNFLMA	\$75.95	PNSCFLHC	\$59.95		
MRTHFLVE	\$59.95	PNSCFLPB	\$59.95		
MXVLFLMA	\$75.95	PNSCFLWA	\$59.95		
NDADFLAC	\$58.95	PNVDFLMA	\$59.95		
NDADFLBR	\$58.95	PRRNFLMA	\$58.95		
NDADFLGG	\$58.95	PRSNFLFD	\$75.95		
NDADFLOL	\$58.95	PTSLFLMA	\$74.95		
NKLRFLMA	\$59.95	PTSLFLSO	\$59.95		
NSBHFLMA	\$59.95	SBSTFLFE	\$75.95		
NWBYFLMA	\$75.95	SBSTFLMA	\$75.95		
OKHLFLMA	\$75.95	SGKYFLMA	\$75.95		
OLTWFLLN	\$75.95	SNFRFLMA	\$59.95		

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.11 BirchNet Essentials (Cont'd.)

B. Rates and Charges (continued)

3. Residential and Business Monthly Recurring Charges – CenturyLink CLLI's*

<u>Rate Band</u>	<u>12 Month Term</u>	<u>24 Month Term</u>	<u>36 Month Term</u>
1	\$58.95	\$55.95	\$55.95
2	\$68.95	\$65.95	\$65.95
3	\$76.95	\$73.95	\$73.95
4	\$108.95	\$105.95	\$105.95

4. Residential and Business Monthly Recurring Charges – Verizon CLLI's**

<u>Cost Zone</u>	<u>12 Month Term</u>	<u>24 Month Term</u>	<u>36 Month Term</u>
1	\$59.95	\$55.95	\$51.95
2	\$69.95	\$65.95	\$61.95
3	\$91.95	\$88.95	\$86.95

* See Section 3.6 for list of CLLI's and Rate Bands.

** See Section 3.7 for list of CLLI's and Cost Zones

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.11 BirchNet Essentials (Cont'd.)

4. 200 Minute Long Distance Calling Block for BirchNet Essentials:

<u>Birch Long Distance</u>	<u>Rate Per Minute -</u>	
	<u>Business</u>	<u>Residential</u>
In Contract Minutes	\$.049	\$.060
No Contract Minutes	\$.075	\$.075

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

b. Toll Free service is available with this product see “Toll Free Service” in a later section for rates.

5. Other charges located in Miscellaneous Charges Section 4.2.12.

C. BirchNet Essentials Inclusive Feature List:

Anonymous Call Rejection, per line
Call Block (Business Only)
Call Forwarding (Business Only)
Call Forwarding Busy Line
Call Forwarding Don't Answer
Call Return
Call Return Blocking (Residential Only)
Call Selector
Call Tracing
Call Waiting
Caller ID(Business Only)
Caller ID Blocking (Residential Only)
Caller ID Deluxe
Calling number delivery blocking, per line (Business Only)
Distinctive Ringing Service
Enhanced Caller ID (Business Only)
Call Waiting Deluxe (Residential Only)
Preferred Call Forwarding (Business Only)
Remote Access – Call Forwarding Variable
Repeat Dialing
Selective Class of Call Screening (Business Lines Only)
Speed Calling
Third Party Blocking (Residential Lines Only)
Three-Way Calling
900-976 Blocking (Residential Lines Only)

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.11 BirchNet Essentials (Cont'd.)

D. Footnotes for BirchNet Essentials:

1. BirchNet Essentials are available to business and residential customers. All customers will be required to sign a 12, 24 or 36 month term agreement. Early Termination Fees are calculated using the following formula: \$100 x Months Remaining

The termination penalty will apply per location on the original contract or any subsequent renewal of the contract. All term commitment discounts will be applied on the current invoice as a discount off of the standard monthly recurring charge for service.

2. Customers may accept or decline the feature(s); however, declining the feature(s) will not reduce the package monthly rate. If more features are chosen with the BirchNet Essentials standard rates located in section 4.2.2 will apply.
3. The availability of certain features depends on ILEC feature availability.
4. Some features are only available to business customers.
5. Long Distance Block of Time allotment applies to all domestic 1+ direct dialed minutes of use.
Customer may choose to use another carrier for their long distance purposes; however, declining the Birch long distance will not reduce the package monthly rate.
6. An additional discounted charge will apply when adding Birch Unified Messaging or Birch Voicemail to BirchNet Essentials. There is a maximum of 3 extensions per voicemail box.
7. Effective upon expiration of the initial or any subsequent term, the contract discount will expire.
8. The following products of **Birch Telecom of the South, LLC** have changed their name to BirchNet Essentials. The services and rates for each product have previously been grandfathered.

America 2500	Simple Connections Lite
Freedom Pack Essentials 800min	Access Complete 250
SmartBiz Premier	Access Complete 50
All Access 2 Plus	Access Complete Premium 2500
Home Essentials	Access Complete Nation 2500
Home Essentials 1500	Access Complete Nation Business 2500
BirchNet Essentials	Residential Service 2500
Home Companion 2500 Package	Standard Line
All Access Package	Value Line
Simple Connections	Access Spectrum 2500 Primary Service

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.12 BirchNet Miscellaneous Charges

A. Nonrecurring Charges

Nonrecurring charges apply to each line installed for the Customer. Nonrecurring charges are in addition to applicable service order charges contained in Section 4.2 of this tariff. All such charges will appear on the next bill following installation of the service.

A separate nonrecurring per line charge will apply where the Customer currently has service from the Incumbent LEC and requests an "As-Is" changeover of all current service(s) and features from the Incumbent LEC to the Company without any changes in such service or features. This Change Over Charge applies in lieu of the nonrecurring charges listed in the table below.

Nonrecurring charges for installation of Business lines are:

Line Installation w/ no jack or wiring	\$ 165.00
Line Installation incl. jack/wiring	\$ 60.00 each additional ½ hour

¹ Additional Line installation charges apply only when 2 or more lines are installed at the same time and at the same Customer Premises.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.12 BirchNet Miscellaneous Charges (Cont'd.)

B. Service Order Charges

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

Charge	Price
Feature Add or Change	\$10.00 per Order
Basic Service Change	\$10.00 per Order
Establishing or Re-arranging Hunting	\$10.00 per Order
Directory Listing Change	\$10.00 per Order
Invoice Change	\$60.00 per Order (I)
Transfer of Service	\$60.00 per Order (I)
TN Change	\$60.00 per Order (I)
Line Signaling Change	\$60.00 per Order (I)
Vanity Number Search	\$60.00 per Order (I)
Establishing Dual Service	\$60.00 per Order (I)
Expedite Service Charge (LWC/UNE)	\$60.00 per Order (I)
Expedite Service Charge (Facilities)	\$200.00 per Day per Line
Expedite Service Charge (T1 Circuits)	\$595.00 per Day per Circuit

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.12 BirchNet Miscellaneous Charges (Cont'd.)

C. Maintenance Visit Charges

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

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

Duration of time, per technician

	Business
Premise Work Charge/No Trouble Found	\$139.00
Initial Hour (time & materials)	\$165.00
Trouble Determination (per request)	\$110.00
Each Additional 15 minute increment	\$ 60.00
Initial Jack & Wiring (existing customer)	\$ 80.00
Each Additional Jack & Wiring (existing customer)	\$ 65.00
After Hours (time and materials)(1)	\$139.00

(1) This charge is billed per instance and is in addition to the standard charges. This is for Business and Residential customers serviced outside of normal business hours.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.13 Home Connection

A. Service Description

Home Connection includes a Residential Line with Caller ID Deluxe and Call Waiting features at no extra cost. Calls within the standard flat rate local calling area are unlimited. Calls made outside of the local calling area will be billed at \$0.06 per minute. Calls to the US Virgin Islands, Puerto Rico, Hawaii, Alaska, and Canada do not qualify under this plan and are provided and billed pursuant to other Company tariffs or their terms of service.

A one-year term plan is required. Customers cancelling or otherwise disconnecting service prior to completion of any successive term will be assessed an early termination charge of \$30.00 multiplied by the number of months remaining in the term plan.

All taxes, surcharges and regulatory fees are billed separately, including, but not limited to, federal, state and local taxes, Universal Service fees, Telecommunications Relay Service fees and 911 fees.

Toll Free service is available with this product see “Toll Free Service” for rates.

(1) Effective July 28, 2010, this product is no longer available for service.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.13 Home Connection (Cont'd.)

B. Monthly Recurring Charges

CLLI	Home Connection 12 Month	CLLI	Home Connection 12 Month	CLLI	Home Connection 12 Month
ARCHFLMA	\$49.95	FRBHFLFP	\$34.95	JCBHFLSP	\$32.95
BCRTFLBT	\$32.95	FTGRFLMA	\$49.95	JCVLFLAR	\$34.95
BCRTFLMA	\$32.95	FTLDFL92	\$32.95	JCVLFLBW	\$34.95
BCRTFLSA	\$34.95	FTLDFLCR	\$32.95	JCVLFLCL	\$32.95
BGPIFLMA	\$49.95	FTLDFLCY	\$32.95	JCVLFLFC	\$32.95
BKVLFLJF	\$49.95	FTLDFLJA	\$34.95	JCVLFLGH	\$32.95
BLDWFLMA	\$49.95	FTLDFLMR	\$32.95	JCVLFLIA	\$34.95
BLGLFLMA	\$34.95	FTLDFLOA	\$32.95	JCVLFLJB	\$32.95
BNNLFLMA	\$49.95	FTLDFLPL	\$34.95	JCVLFLJT	\$32.95
BRSNFLMA	\$49.95	FTLDFLSF	\$32.95	JCVLFLKJ	\$32.95
BYBHFLMA	\$34.95	FTLDFLSG	\$32.95	JCVLFLLF	\$49.95
CCBHFLAF	\$34.95	FTLDFLSU	\$32.95	JCVLFLNO	\$34.95
CCBHFLMA	\$34.95	FTLDFLWA	\$32.95	JCVLFLOW	\$49.95
CDKYFLMA	\$49.95	FTLDFLWN	\$34.95	JCVLFLRV	\$34.95
CFLDFLMA	\$49.95	FTPRFLMA	\$49.95	JCVLFLSJ	\$34.95
CHPLFLJA	\$49.95	GCSPFLCN	\$49.95	JCVLFLSM	\$32.95
CNTMFLLE	\$49.95	GCVLFLMA	\$49.95	JCVLFLWC	\$34.95
COCOFLMA	\$34.95	GENVFLMA	\$49.95	JCVMFLED	\$32.95
COCOFLME	\$34.95	GLBRFLMC	\$34.95	JPTRFLMA	\$34.95
CSCYFLBA	\$49.95	GSVLFLMA	\$34.95	KYHGFLMA	\$49.95
DBRYFLDL	\$34.95	GSVLFLNW	\$34.95	KYLRFLLS	\$34.95
DBRYFLMA	\$34.95	HAVNFLMA	\$49.95	KYLRFLMA	\$34.95
DELDFLBG	\$32.95	HBSDFLMA	\$34.95	KYWSFLMA	\$32.95
DELDFLMA	\$34.95	HLHLFL02	\$32.95	LKCYFLMA	\$49.95
DLBHFLKP	\$34.95	HLNVFLMA	\$49.95	LKMRFLHE	\$34.95
DLBHFLMA	\$34.95	HLWDFLHA	\$32.95	LKMRFLMA	\$34.95
DLSPFLMA	\$49.95	HLWDFLMA	\$32.95	LYHNFLOH	\$49.95
DNLNFLWM	\$49.95	HLWDFLPE	\$34.95	MCNPFLMA	\$49.95
DRBHFLMA	\$34.95	HLWDFLWH	\$34.95	MDBGFLPM	\$49.95
DYBHFLDU	\$32.95	HMSTFLAF	\$49.95	MIAMFLAE	\$32.95
DYBHFLFN	\$32.95	HMSTFLEA	\$49.95	MIAMFLAL	\$34.95
DYBHFLMA	\$34.95	HMSTFLHM	\$49.95	MIAMFLAP	\$32.95
DYBHFL0B	\$34.95	HMSTFLNA	\$49.95	MIAMFLBA	\$32.95
DYBHFL0S	\$34.95	HTISFLMA	\$34.95	MIAMFLBC	\$32.95
DYBHFLPO	\$34.95	HWTHFLMA	\$49.95	MIAMFLBR	\$32.95
EGLLFLBG	\$34.95	ISLMFLMA	\$34.95	MIAMFLCA	\$34.95
EGLLFLIH	\$34.95	JAY FLMA	\$49.95	MIAMFLDB	\$32.95
EORNFLMA	\$49.95	JCBHFLAB	\$34.95	MIAMFLFL	\$32.95
FLBHFLMA	\$34.95	JCBHFLMA	\$34.95	MIAMFLGR	\$32.95

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.13 Home Connection (Cont'd.)

B. Monthly Recurring Charges (Cont'd.)

CLLI	Home Connection 12 Month	CLLI	Home Connection 12 Month	CLLI	Home Connection 12 Month
MIAMFLHL	\$34.95	ORLDFLPC	\$34.95	SYHSFLCC	\$49.95
MIAMFLIC	\$32.95	ORLDFLPH	\$34.95	TRENFLMA	\$49.95
MIAMFLKE	\$32.95	ORLDFLSA	\$34.95	TTVLFLMA	\$34.95
MIAMFLME	\$32.95	ORLEFLIQ	\$32.95	VERNFLMA	\$49.95
MIAMFLNM	\$32.95	ORPKFLMA	\$34.95	VRBHFLBE	\$34.95
MIAMFLNS	\$34.95	ORPKFLRW	\$34.95	VRBHFLMA	\$34.95
MIAMFLOL	\$34.95	OVIDFLCA	\$34.95	WELKFLMA	\$49.95
MIAMFLPB	\$32.95	PACEFLPV	\$49.95	WPBHFLAN	\$32.95
MIAMFLPL	\$32.95	PAHKFLMA	\$34.95	WPBHFLGA	\$34.95
MIAMFLRR	\$34.95	PCBHFLNT	\$34.95	WPBHFLGR	\$34.95
MIAMFLSH	\$34.95	PLCSFLMA	\$49.95	WPBHFLHH	\$34.95
MIAMFLSO	\$34.95	PLTKFLMA	\$49.95	WPBHFLLE	\$34.95
MIAMFLWD	\$32.95	PMBHFLCS	\$34.95	WPBHFLRB	\$34.95
MIAMFLWM	\$32.95	PMBHFLFE	\$34.95	WPBHFLRP	\$49.95
MIANFLWK	\$32.95	PMBHFLMA	\$34.95	WWSPFLHI	\$49.95
MIAPFLYO	\$32.95	PMBHFLNP	\$32.95	WWSPFLSH	\$34.95
MIAQFL06	\$34.95	PMBHFLTA	\$32.95	YNFNFLMA	\$49.95
MICCFLBB	\$34.95	PMPKFLMA	\$49.95	YNTWFLMA	\$49.95
MLBRFLMA	\$34.95	PNCYFLCA	\$49.95	YULEFLMA	\$49.95
MLTNFLRA	\$49.95	PNCYFLMA	\$34.95		
MNDRFLAV	\$34.95	PNSCFLBL	\$34.95		
MNDRFLLO	\$34.95	PNSCFLFP	\$34.95		
MNDRFLLW	\$49.95	PNSCFLHC	\$34.95		
MNSNFLMA	\$49.95	PNSCFLPB	\$34.95		
MRTHFLVE	\$34.95	PNSCFLWA	\$34.95		
MXVLFLMA	\$49.95	PNVDFLMA	\$34.95		
NDADFLAC	\$32.95	PRRNFLMA	\$34.95		
NDADFLBR	\$34.95	PRSNFLFD	\$49.95		
NDADFLGG	\$34.95	PTSLFLMA	\$49.95		
NDADFLOL	\$32.95	PTSLFLSO	\$34.95		
NKLRFLMA	\$34.95	SBSTFLFE	\$49.95		
NSBHFLMA	\$34.95	SBSTFLMA	\$49.95		
NWBYFLMA	\$49.95	SGKYFLMA	\$49.95		
OKHLFLMA	\$49.95	SNFRFLMA	\$34.95		
OLTWFLLN	\$49.95	STAGFLBS	\$34.95		
ORLDFLAC	\$32.95	STAGFLMA	\$49.95		
ORLDFLAP	\$34.95	STAGFLSH	\$34.95		
ORLDFLCL	\$34.95	STAGFLWG	\$49.95		
ORLDFLMA	\$32.95	STRTFLMA	\$34.95		

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.14 Home Essentials (1)

A. Product Description

Home Essentials includes a Residential Line and a choice of the features listed below. Additional features and services are available as described and priced elsewhere in this tariff. Various non-regulated services are also available for additional charges.

Call Waiting	Hunting
Caller ID Deluxe	3 rd Party Blocking
Three-Way Calling	Anonymous Call Rejection
Repeat Dialing	Repeat Dialing Blocking
Call Forwarding Variable	Call Return Blocking
Call Forwarding No Answer	Caller ID Blocking
Call Forwarding Busy Line	Collect Call Blocking
Call Return	International Blocking
Speed Dialing	Call Selector
900/977 Blocking	Call Trace
Distinctive Ring	

Calls within the standard flat rate local calling area are unlimited. Unlimited intraLATA long distance calling is included in the monthly recurring charge. 2500 minutes of interLATA long distance calling to locations within the contiguous United States is included in the monthly recurring charge. Additional interLATA usage will be billed at \$0.06 per minute. Calls to the US Virgin Islands, Puerto Rico, Hawaii, Alaska, other US Territories and Canada do not qualify under the free usage provisions of this plan. Calling card service is available and all domestic usage is billed at \$0.19 per minute. No data usage is permitted under the Home Essentials long distance plans.

A one-year term plan is required and term plan customers cancelling or otherwise disconnecting service prior to completion of the term will be assessed an early termination charge of \$30.00 multiplied by the number of months remaining in the term plan.

All taxes surcharges, and regulatory fees are billed separately, including, but not be limited to, federal, state and local taxes, Universal Service fees, Telecommunications Relay Service fees and 911 fees.

Toll Free service is available with this product, see "Toll Free Service".

- (1) Effective November 10, 2009, the 2500 free LD minutes will be grandfathered to existing customers. The LD allotment will be changed to 1500 minutes for new sales after this date.
- (2) Effective July 28, 2010, this product is no longer available for service.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.14 Home Essentials (Cont'd.)

B. Monthly Recurring Charges

CLLI	Home Essentials 12 Month	CLLI	Home Essentials 12 Month	CLLI	Home Essentials 12 Month
ARCHFLMA	\$74.95	FLBHFLMA	\$58.95	JCBHFLAB	\$58.95
BCRTFLBT	\$58.95	FRBHFLFP	\$58.95	JCBHFLMA	\$58.95
BCRTFLMA	\$58.95	FTGRFLMA	\$74.95	JCBHFLSP	\$58.95
BCRTFLSA	\$58.95	FTLDFL92	\$58.95	JCVLFLAR	\$58.95
BGPIFLMA	\$74.95	FTLDFLCR	\$58.95	JCVLFLBW	\$58.95
BKVLFLJF	\$74.95	FTLDFLCY	\$58.95	JCVLFLCL	\$58.95
BLDWFLMA	\$74.95	FTLDFLJA	\$58.95	JCVLFLFC	\$58.95
BLGLFLMA	\$58.95	FTLDFLMR	\$58.95	JCVLFLGH	\$58.95
BNNLFLMA	\$74.95	FTLDFLOA	\$58.95	JCVLFLIA	\$58.95
BRSNFLMA	\$74.95	FTLDFLPL	\$58.95	JCVLFLJB	\$58.95
BYBHFLMA	\$58.95	FTLDFLSF	\$58.95	JCVLFLJT	\$58.95
CCBHFLAF	\$58.95	FTLDFLSG	\$58.95	JCVLFLKJ	\$58.95
CCBHFLMA	\$58.95	FTLDFLSU	\$58.95	JCVLFLLF	\$74.95
CDKYFLMA	\$74.95	FTLDFLWA	\$58.95	JCVLFLNO	\$58.95
CFLDFLMA	\$74.95	FTLDFLWN	\$58.95	JCVLFLOW	\$74.95
CHPLFLJA	\$74.95	FTPRFLMA	\$74.95	JCVLFLRV	\$58.95
CNTMFLLE	\$74.95	GCSPLFCN	\$74.95	JCVLFLSJ	\$58.95
COCOFLMA	\$58.95	GCVLFLMA	\$74.95	JCVLFLSM	\$58.95
COCOFLME	\$58.95	GENVFLMA	\$74.95	JCVLFLWC	\$58.95
CSCYFLBA	\$74.95	GLBRFLMC	\$58.95	JCVMFLED	\$58.95
DBRYFLDL	\$58.95	GSVLFLMA	\$58.95	JPTRFLMA	\$58.95
DBRYFLMA	\$58.95	GSVLFLNW	\$58.95	KYHGFLMA	\$74.95
DELDFLBG	\$58.95	HAVNFLMA	\$74.95	KYLRFLLS	\$58.95
DELDFLMA	\$58.95	HBSDFLMA	\$58.95	KYLRFLMA	\$58.95
DLBHFLKP	\$58.95	HLHLFL02	\$58.95	KYWSFLMA	\$58.95
DLBHFLMA	\$58.95	HLNVFLMA	\$74.95	LKCYFLMA	\$74.95
DLSPFLMA	\$74.95	HLWDFLHA	\$58.95	LKMRFLHE	\$58.95
DNLNFLWM	\$74.95	HLWDFLMA	\$58.95	LKMRFLMA	\$58.95
DRBHFLMA	\$58.95	HLWDFLPE	\$58.95	LYHNFLOH	\$74.95
DYBHFLDU	\$58.95	HLWDFLWH	\$58.95	MCNPFLMA	\$74.95
DYBHFLFN	\$58.95	HMSTFLAF	\$74.95	MDBGFLPM	\$74.95
DYBHFLMA	\$58.95	HMSTFLEA	\$74.95	MIAMFLAE	\$58.95
DYBHFLFLOB	\$58.95	HMSTFLHM	\$74.95	MIAMFLAL	\$58.95
DYBHFLFLOS	\$58.95	HMSTFLNA	\$74.95	MIAMFLAP	\$58.95
DYBHFLPO	\$58.95	HTISFLMA	\$58.95	MIAMFLBA	\$58.95
EGLLFLBG	\$58.95	HWTHFLMA	\$74.95	MIAMFLBC	\$58.95
EGLLFLIH	\$58.95	ISLMFLMA	\$58.95	MIAMFLBR	\$58.95
EORNFLMA	\$74.95	JAY FLMA	\$74.95	MIAMFLCA	\$58.95

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.14 Home Essentials (Cont'd.)

B. Monthly Recurring Charges (Cont'd.)

CLLI	Home Essentials 12 Month	CLLI	Home Essentials 12 Month	CLLI	Home Essentials 12 Month
MIAMFLDB	\$58.95	ORLDFLAC	\$58.95	STAGFLBS	\$58.95
MIAMFLFL	\$58.95	ORLDFLAP	\$58.95	STAGFLMA	\$74.95
MIAMFLGR	\$58.95	ORLDFLCL	\$58.95	STAGFLSH	\$58.95
MIAMFLHL	\$58.95	ORLDFLMA	\$58.95	STAGFLWG	\$74.95
MIAMFLIC	\$58.95	ORLDFLPC	\$58.95	STRNFLMA	\$58.95
MIAMFLKE	\$58.95	ORLDFLPH	\$58.95	SYHSFLCC	\$74.95
MIAMFLME	\$58.95	ORLDFLSA	\$58.95	TRENFLMA	\$74.95
MIAMFLNM	\$58.95	ORLEFLIQ	\$58.95	TTVFLFLMA	\$58.95
MIAMFLNS	\$58.95	ORPKFLMA	\$58.95	VERNFLMA	\$74.95
MIAMFLOL	\$58.95	ORPKFLRW	\$58.95	VRBHFLBE	\$58.95
MIAMFLPB	\$58.95	OVIDFLCA	\$58.95	VRBHFLMA	\$58.95
MIAMFLPL	\$58.95	PACEFLPV	\$74.95	WELKFLMA	\$74.95
MIAMFLRR	\$58.95	PAHKFLMA	\$58.95	WPBHFLAN	\$58.95
MIAMFLSH	\$58.95	PCBHFLNT	\$58.95	WPBHFLGA	\$58.95
MIAMFLSO	\$58.95	PLCSFLMA	\$74.95	WPBHFLGR	\$58.95
MIAMFLWD	\$58.95	PLTKFLMA	\$74.95	WPBHFLHH	\$58.95
MIAMFLWM	\$58.95	PMBHFLCS	\$58.95	WPBHFLLE	\$58.95
MIANFLWK	\$58.95	PMBHFLFE	\$58.95	WPBHFLRB	\$58.95
MIAPFLYO	\$58.95	PMBHFLMA	\$58.95	WPBHFLRP	\$74.95
MIAQFL06	\$58.95	PMBHFLNP	\$58.95	WWSPFLHI	\$74.95
MICCFLBB	\$58.95	PMBHFLTA	\$58.95	WWSPFLSH	\$58.95
MLBRFLMA	\$58.95	PMPKFLMA	\$74.95	YNFNFLMA	\$74.95
MLTNFLRA	\$74.95	PNCYFLCA	\$74.95	YNTWFLMA	\$74.95
MNDRFLAV	\$58.95	PNCYFLMA	\$58.95	YULEFLMA	\$74.95
MNDRFLLO	\$58.95	PNSCFLBL	\$58.95		
MNDRFLLW	\$74.95	PNSCFLFP	\$58.95		
MNSNFLMA	\$74.95	PNSCFLHC	\$58.95		
MRTHFLVE	\$58.95	PNSCFLPB	\$58.95		
MXVLFLMA	\$74.95	PNSCFLWA	\$58.95		
NDADFLAC	\$58.95	PNVDFLMA	\$58.95		
NDADFLBR	\$58.95	PRRNFLMA	\$58.95		
NDADFLGG	\$58.95	PRSNFLFD	\$74.95		
NDADFLLOL	\$58.95	PTSLFLMA	\$74.95		
NKLRFLMA	\$58.95	PTSLFLSO	\$58.95		
NSBHFLMA	\$58.95	SBSTFLFE	\$74.95		
NWBYFLMA	\$74.95	SBSTFLMA	\$74.95		
OKHLFLMA	\$74.95	SGKYFLMA	\$74.95		
OLTWFLLN	\$74.95	SNFRFLMA	\$58.95		

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.15 Home Connection and Home Essentials Miscellaneous Charges

A. Nonrecurring Charges

Nonrecurring charges apply to each line installed for the Customer. Nonrecurring charges are in addition to applicable service order charges contained in Section 4.2 of this tariff. All such charges will appear on the next bill following installation of the service.

A separate nonrecurring per line charge will apply where the Customer currently has service from the Incumbent LEC and requests an "As-Is" changeover of all current service(s) and features from the Incumbent LEC to the Company without any changes in such service or features. This Change Over Charge applies in lieu of the nonrecurring charges listed in the table below.

Nonrecurring charges for installation of Business lines are:

First Line (incl. first jack w/wiring)	\$130.00
Each Additional Line (incl. jack w/wiring) ¹	\$ 65.00
Additional Jack w/wiring at time of install	\$ 65.00
Line Installation w/ no jack or wiring	\$ 65.00

¹Additional Line installation charges apply only when 2 or more lines are installed at the same time and at the same Customer Premises.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.15 Home Connection and Home Essentials Miscellaneous Charges (Cont'd.)

B. Service Order Charges

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

Charge	Price
Feature Add or Change	\$10.00 per Order
Basic Service Change	\$10.00 per Order
Establishing or Re-arranging Hunting	\$10.00 per Order
Directory Listing Change	\$10.00 per Order
Invoice Change	\$25.00 per Order
Transfer of Service	\$25.00 per Order
TN Change	\$25.00 per Order
Line Signaling Change	\$25.00 per Order
Vanity Number Search	\$25.00 per Order
Establishing Dual Service	\$25.00 per Order
Expedite Service Charge (LWC/UNE)	\$50.00 per Order
Expedite Service Charge (Facilities)	\$200.00 per Day per Line
Expedite Service Charge (T1 Circuits)	\$595.00 per Day per Circuit

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.15 Home Connection and Home Essentials Miscellaneous Charges (Cont'd.)

C. Maintenance Visit Charges

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

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

Duration of time, per technician

	Residential
Premise Work Charge	\$100.00
Initial Hour (time & materials)	\$165.00
Trouble Determination (per request)	\$110.00
Each Additional 15 minute increment	\$ 30.00
Initial Jack & Wiring (existing customer)	\$ 80.00
Each Additional Jack & Wiring (existing customer)	\$ 65.00

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.16 BirchNet Value Line

A. BirchNet Value Line is equipped with:

Basic Business or Residential Line

B. Rates and Charges

1. Business Monthly Recurring Charges – AT&T CLLI's*

<u>Cost Zone</u>	<u>12 Month Term</u>	<u>24 Month Term</u>	<u>36 Month Term</u>
1	\$47.95	\$45.95	\$45.95
2	\$49.95	\$47.95	\$47.95
3	\$53.95	\$52.95	\$52.95
4	\$69.95	\$68.95	\$68.95

2. Residential Monthly Recurring Charges – AT&T CLLI's*

<u>Cost Zone</u>	<u>12 Month Term</u>	<u>24 Month Term</u>	<u>36 Month Term</u>
1	\$42.95	\$42.95	\$42.95
2	\$44.95	\$44.95	\$44.95
3	\$59.95	\$59.95	\$59.95

3. Residential and Business Monthly Recurring Charges – CenturyLink CLLI's**

a. Business

<u>Rate Band</u>	<u>12 Month Term</u>	<u>24 Month Term</u>	<u>36 Month Term</u>
1	\$49.95	\$46.95	\$46.95
2	\$57.95	\$54.95	\$54.95
3	\$66.95	\$63.95	\$63.95
4	\$98.95	\$95.95	\$95.95

b. Residential

<u>Rate Band</u>	<u>12 Month Term</u>	<u>24 Month Term</u>	<u>36 Month Term</u>
1	\$53.95	\$53.95	\$53.95
2	\$63.95	\$63.95	\$63.95
3	\$71.95	\$71.95	\$71.95
4	\$103.95	\$103.95	\$103.95

4. Residential and Business Monthly Recurring Charges – Verizon CLLI's***

<u>Cost Zone</u>	<u>12 Month Term</u>	<u>24 Month Term</u>	<u>36 Month Term</u>
1	\$49.95	\$48.95	\$44.95
2	\$61.95	\$58.95	\$55.95
3	\$85.95	\$82.95	\$80.95

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.16 BirchNet Value Line (Cont'd.)

4. Non- Recurring Charges are located in Section 4.2.12.
5. Birch Long Distance Rates for BirchNet Value Line:

<u>Long Distance Rate per Minute</u>	<u>Business</u>	<u>Residential</u>
In Contract	\$.069	\$.060
No Contract	\$.075	\$.075

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

* See Section 3.5 for list of CLLI's and Cost Zones.
** See Section 3.6 for list of CLLI's and Rate Bands.
*** See Section 3.7 for list of CLLI's and Cost Zones.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.16 BirchNet Value Line (Cont'd.)

C. Optional Calling Features

Features Offered on a Usage Sensitive Basis

The Customer will be billed the Per Feature Activation Charge shown in the following table each time the feature is used by the Customer. Customers may subscribe to these features on a monthly basis to obtain unlimited use of the feature for a fixed monthly charge.

Three-Way Calling	\$2.00
Call Return	\$2.00
Repeat Dialing	\$2.00
Busy Connect (Per call, per use)	\$0.90

D. BirchNet Value Line - Feature List (4) (5)

Any of the following calling features may be added to the BirchNet Value Line. The following rates apply only when these calling features are added to the BirchNet Value Line.

Usage Sensitive Features (USF) such as Auto Redial, Call Return or Three Way Calling may be used on a casual basis as an optional feature. Customers may subscribe to these features to obtain unlimited use of the feature. Calling Number Delivery Blocking is no charge.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.16 BirchNet Value Line (Cont'd.)

E. Footnotes for BirchNet Value Line:

- (1) BirchNet Value Line is available to business or residential customers.

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

Early Termination Fees are calculated using the following formula: $\$100 \times \text{Months Remaining (Per Location)}$

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

- (2) Product may not be available in all CLLIs.
- (3) Long Distance Rates apply to all domestic 1+ direct dialed minutes of use. Customer may choose to use another carrier for their long distance purposes; however, declining the Birch long distance will not reduce the package monthly rate.
- (4) The availability of certain features depends on ILEC feature availability.
- (5) An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to BirchNet Value Line. There is a maximum of 3 extensions per voicemail box.
- (6) Call Forwarding –Busy Line and Call Forwarding-Don't answer will be provided for customers who add a voicemail service to their BirchNet Value Line.
- (7) Caller ID with Name and Number—Caller ID with Name and Number (Caller ID) enables the terminating Customer to identify the calling party by displayed name and/or number before the call is answered. Caller ID Customers must provide and connect their own compatible CPE.

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

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.16 BirchNet Value Line (Cont'd.)

E. Footnotes for BirchNet Value Line (Cont'd.)

- (8) All term commitment discounts will be applied on the current invoice as a discount off of the standard monthly recurring charge for service.
- (9) Effective upon expiration of the initial or any subsequent term, the contract discount will expire.
- (10) The following products of **Birch Telecom of the South, LLC** have changed their name to BirchNet Basic Line. The services and rates for each product have previously been grandfathered.

- Home Connection
- Business Plus Service, Option 2
- BirchNet Basic Line
- Basic Connections
- Access Complete Local
- Access Spectrum Plus Service
- Basic Line

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.17 NAVIGATOR SERVICES (1)(2)(7)

A. Residential Services

1.	Navigator Basic (5)	<u>Monthly Charge</u>
	Single Residential Phone Line	\$15.95
	30 Minutes of Long Distance Calls	Included
	Monthly Long Distance Fee	Included
2.	Navigator Basic Plus (3)	<u>Monthly Charge</u>
	Single Residential Phone Line	\$23.95
	Call Waiting	Included
	Three-Way Calling	Included
	Caller ID Deluxe	Included
3.	Navigator Premium (5)	<u>Monthly Charge</u>
	Single Residential Phone Line	\$29.95
	Call Waiting	Included
	Three-Way Calling	Included
	Caller ID Deluxe	Included
	60 Minutes of Long Distance Calls	Included
	Monthly Long Distance Fee	Included
4.	Navigator Premium Plus (5)	<u>Monthly Charge</u>
	NavChoice	\$32.95
	60 Minutes of Long Distance Calls	Included
	Monthly Long Distance Fee	Included
5.	SmartTime Unlimited (5)	<u>Monthly Charge</u>
	Single Residential Phone Line	\$51.99
	Caller ID Deluxe	Included
	Call Waiting Deluxe	Included
	Three-Way Calling	Included
	Call Forward Don't Answer	Included
	Unlimited Long Distance	Included
6.	SmartTime 400 (5)	<u>Monthly Charge</u>
	Single Residential Phone Line	\$45.95
	Caller ID Deluxe	Included
	Call Waiting Deluxe	Included
	Three-Way Calling	Included
	400 Minutes of Long Distance Calls	Included

* Footnotes located in Section 4.2.17.C.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.17 NAVIGATOR SERVICES (Cont'd.)

B. Business Services

1. SmartTime Unlimited for Business (6)

This offering is available only to business customers (coin lines are not eligible) and provides for unlimited local and long distance calling. The customer may choose an unlimited number of features as shown in D below.

Regulations:

1. The customer must commit to at least a one-year term agreement to be eligible for the service.
2. Maximum of ten (10) lines per location. Charges below are shown on a per line basis.
3. Includes unlimited long distance calls for business customers, non-data, voice use only, within the 48 contiguous United States. Calls made to points outside of the contiguous 48 states, including all international calls, are not included in this offer, and will be billed at applicable rates. Navigator reserves the right to cancel subscriptions to any customer at any time due to fraud or misuse. Usage can be screened for use other than voice usage. Taxes, fees, and any EAS charges also apply.

Rates:

SmartTime Unlimited for Business – Recurring Charge, per line

Rate Groups 1 – 4	\$68.99
Rate Groups 5 - 12	59.99

Available Features:

Call Forward Busy Line/Don't Answer	Repeat Dialing
Call Forward Variable	Call Selector
Call Waiting	Preferred Call Forwarding
Speed Calling	Distinctive Ring
Three Way Calling	Remote Access Call Forwarding
Call Return	Caller ID
Call Block	Enhanced Caller ID
Call Tracing	

* Footnotes located in Section 4.2.17.C.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.17 NAVIGATOR SERVICES (Cont'd.)

B. Business Services (Cont'd.)

2. **SmartTime for Business** (6)

This offering is available only to business customers (coin lines are not eligible) and provides for unlimited local calling. Long distance calling is billed at \$.055 per minute. The customer may choose an unlimited number of features as shown in 4.2.17.1 above.

Regulations:

1. The customer must commit to at least a one-year term agreement to be eligible for the service.
2. Long distance calls for business customers at \$.055 per minute is only for calls within the 48 contiguous United States. Calls made to points outside of the contiguous 48 states, including all international calls, are not included in this offer, and will be billed at applicable rates. Taxes, fees, and any EAS charges also apply.

Rates:

SmartTime for Business – Recurring Charge, per line

Rate Groups 1 – 4	\$34.99
Rate Groups 5 - 12	24.99

* Footnotes located in Section 4.2.17.C.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.17 NAVIGATOR SERVICES (Cont'd.)

B. Business Services (Cont'd.)

3. SmartATM (4)

The SmartATM Service is only available to business subscribers and provides the following services (includes Touch-Tone):

1. A business individual line.
2. Unlimited calling to toll-free 8XX numbers.

The rate specified herein is subject to a 12-month service term.

Regulations and Service Limitations:

1. Service is restricted to outbound toll-free 8XX calls only.
2. Calls made outside the parameters for the SmartATM service are subject to normal tariff violation treatments and/or tariff charges.
3. Charges for this service commence when the company's information records are posted and are payable monthly in advance.
4. Charges for service are automatically discontinued upon service termination.
5. If service is terminated before the 12-month term, a charge of \$10 per month will be applied for each line currently or previously classified as a SmartATM line. This charge will be imposed for the remainder of the commitment period.
6. Existing SmartATM subscribers may not take advantage of special promotions or rate changes prior to the end of the 12-month service term. This is applicable to existing lines only. New lines may qualify for any special promotions or price changes.

Rates:

The following Monthly rates will apply for the SmartATM service.

<u>Service Category</u>	<u>Rate Group</u>	<u>Rate</u>
SmartATM	1-2	\$19.50
	3-12	15.50

* Footnotes located in Section 4.2.17.C.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.17 NAVIGATOR SERVICES (Cont'd.)

C. Footnotes

- (1) Some former Navigator customers may have special pricing arrangements that deviate from the rates in this section.
- (2) Effective July 22, 2009, this service is no longer offered.
- (3) Former Navigator Customers using this product will now be billed under the product name Home Connection.
- (4) Former Navigator Customers using this product will now be billed under the product name BirchNet Value Line.
- (5) Former Navigator Customers using this product will now be billed under the product name Home Essentials.
- (6) Former Navigator Customers using this product will now be billed under the product name BirchNet Essentials.
- (7) Former Navigator Customers will be billed a bundled flat local rate effective July 31, 2009. Any metered or measured usage, along with certain fees, will be combined into a single bundled flat line rate. The new bundled local rate has been calculated by adding together the main line rate, the monthly average, over the last six months, of local usage charges for any measured or metered use, any local or extended area calling plan charges, any business or residential package charges, the End User Common Line Charge, the Pre-subscription Charge and the Access Recovery Surcharge fees. In summary, the new bundled rate reflects the customer's previous Navigator rates for the same services and fees.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.18 CLEARTEL SERVICES (1)

4.2.18.1 Residential Price Packages

A. Home Value Line (2)

1. Home Value Line is equipped with:

Basic Residential Line

2. Monthly Recurring Charges

	<u>Current Rate</u>
Per Line	\$51.95

3. This product was formerly known as the following Cleartel product names:

Former Cleartel Product Names

Additional Residential Line
Internet Line Bundle
Residence Basic Flat Rate
Residential Line With Unlimited Local Calls

4. Non-Recurring Charges are located in Section 4.2.12 of this tariff.

5. Rules & Regulations:

- Miscellaneous Service Charges will apply – see Section 4.2.18.6 of this tariff.
- Long Distance is available with this product – see Section 4.3.3 of this tariff.
- Features can be purchased at “a la carte” rates – see Section 4.2.19 of this tariff.
- The availability of certain features depends on ILEC feature availability.
- Caller ID Customers must provide and connect their own compatible CPE.
- Toll Free service is available with this product - see Section 4.5.8 of this tariff.
- Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.
- Product may not be available in all CLLs.
- An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to Home Value Line. There is a maximum of 20 extensions per voicemail box.

- (1) Effective August 28, 2009, any former Cleartel product listed in the Monthly Recurring Charges sections throughout Section 4.2.18 of this tariff will now be billed as the corresponding product being defined in that section.
- (2) Effective August 28, 2009 this product is Grandfathered and no longer available.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.18 CLEARTEL SERVICES (Cont'd.)

4.2.18.1 Residential Price Packages

B. Home Connection (1)

1. Home Connection is equipped with:

Basic Residential Line
Caller ID Deluxe
Call Waiting

2. Monthly Recurring Charges:

Per Line	<u>Current Rate</u>
	\$38.95

3. This product was formerly known as the following Cleartel product names:

	<u>Former Cleartel Product Names</u>	
Money Saver	Un Solo Pueblo	Single Line Residential for Un Solo Pueblo
Money Saver+	Un Solo Pueblo Basic	Single Line Residential For Un Solo Pueblo Basic
Residential Basic	Un Solo Pueblo Preferred	Preferred Choice For Un Solo Pueblo Preferred
Residential Basic Plus	Supra Saver	Supra Saver for Money Saver

4. Non-Recurring Charges are located in Sections 4.2.12 of this tariff.

5. Rules & Regulations:

- Miscellaneous Service Charges will apply – see Section 4.2.18.6 of this tariff.
- Long Distance is available with this product and is rated at \$0.07/minute.
- Declining free features does not reduce the package rate. Additional features can be purchased at “a la carte” rates - see Section 4.2.19 of this tariff.
- The availability of certain features depends on ILEC feature availability.
- Caller ID Customers must provide and connect their own compatible CPE.
- Toll Free service is available with this product - see Section 4.5.8 of this tariff.
- Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.
- Product may not be available in all CLLIs.
- An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to Home Connection. There is a maximum of 20 extensions per voicemail box.

(1) Effective August 28, 2009 this product is Grandfathered and no longer available.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.18 CLEARTEL SERVICES (Cont'd.)

4.2.18.1 Residential Price Packages

C. Home Connection Plus (1)

1. Home Connection Plus is equipped with:

Basic Residential Line
Unlimited Features
Unlimited Local Intra-LATA Long Distance

2. Monthly Recurring Charges:

	<u>Current Rate</u>
Per Line	\$54.95

3. This product was formerly known as the following Cleartel product name:

<u>Former Cleartel Product Names</u>	
Preferred Choice Residential Line	Cleartel Employee Monthly Service Preferred Choice For Preferred Choice
Total Choice Resi Plus	Total Solution for Residential
Total Solution	Total Solution for Total Solution
Basic Resi Value Plan	

4. Non-Recurring Charges are located in Sections 4.2.12 of this tariff.

5. Rules & Regulations:

- Miscellaneous Service Charges will apply – see Section 4.2.18.6 of this tariff.
- Long Distance is available with this product – see Section 4.3.3 of this tariff.
- Declining free features does not reduce the package rate. For a list of features, see Section 4.2.19 of this tariff.
- The availability of certain features depends on ILEC feature availability.
- Caller ID Customers must provide and connect their own compatible CPE.
- Toll Free service is available with this product - see Section 4.5.8 of this tariff.
- Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.
- Product may not be available in all CLLIs.
- An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to Home Connection Plus. There is a maximum of 20 extensions per voicemail box.

(1) Effective August 28, 2009 this product is Grandfathered and no longer available.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.18 CLEARTEL SERVICES (Cont'd.)

4.2.18.1 Residential Price Packages

D. Home Essentials (1)

1. Home Essentials is equipped with:

Basic Residential Line
Unlimited Features
Unlimited Local Intra-LATA Long Distance
2,500 Minutes of Domestic Inter-LATA Long Distance

2. Monthly Recurring Charges:

	<u>Current Rate</u>
Per Line	\$65.95

3. This product was formerly known as the following Cleartel product names:

<u>Former Cleartel Product Names</u>	
Friends Unlimited	IDS Residential Plan Unlimited
Residential Unlimited	Preferred Choice For Mi Cuba Preferred
Mi Cuba	Single Line Residential for Mi Cuba
Mi Cuba Basic	Supra Friends Unlimited
Mi Cuba Preferred	Total Choice Resi Unlimited
Zona Franca	Total Solution for Friends Unlimited
Residential Enhanced	Total Solution for Supra Friends Unlimited
Residential Unlimited	Total Solution for Zona Franca

4. Non-Recurring Charges are located in Sections 4.2.12 of this tariff.

5. Rules & Regulations:

- Miscellaneous Service Charges will apply – see Section 4.2.18.6 of this tariff.
- Long Distance is available with this product and is rated at \$0.07/minute.
- Declining free features does not reduce the package rate. For a list of features, see Section 4.2.19 of this tariff.
- The availability of certain features depends on ILEC feature availability.
- Caller ID Customers must provide and connect their own compatible CPE.
- Toll Free service is available with this product - see Section 4.5.8 of this tariff.
- Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.
- Product may not be available in all CLLIs.
- An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to Home Essentials. There's a maximum 20 extensions per voicemail box.

(1) Effective August 28, 2009 this product is Grandfathered and no longer available.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.18 CLEARTEL SERVICES (Cont'd.)

4.2.18.2 Business Price Packages

A. BirchNet Value Line (1)

1. BirchNet Value Line is equipped with:

Basic Business Line

2. Monthly Recurring Charges:

	<u>Current Rate</u>
Per Line	\$37.95

3. This product was formerly known as the following Cleartel product names:

<u>Former Cleartel Product Names</u>	
Back Up Line	Resale Multi Line Business
Basic Business	Resale Multi Line Business w/ TC
Basic Business Value Plan	Resale Single Line Business
Business Line	Supra Saver Plus
Flat Rate Business Line with Memory Call	

4. Non-Recurring Charges are located in Sections 4.2.12 of this tariff.

5. Rules & Regulations:

- Miscellaneous Service Charges will apply – see Section 4.2.18.6 of this tariff.
- Long Distance is available with this product and is rated at \$0.10/minute.
- Features can be purchased at “a la carte” rates – see Section 4.2.19 of this tariff.
- The availability of certain features depends on ILEC feature availability.
- Caller ID Customers must provide and connect their own compatible CPE.
- Toll Free service is available with this product - see Section 4.5.8 of this tariff.
- Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.
- Product may not be available in all CLLIs.
- An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to BirchNet Value Line. There is a maximum of 20 extensions per voicemail box.

(1) Effective August 28, 2009 this product is Grandfathered and no longer available.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.18 CLEARTEL SERVICES (Cont'd.)

4.2.18.2 Business Price Packages

B. BirchNet Basic (1)

1. BirchNet Basic is equipped with:

Basic Business Line
Caller ID Deluxe
Call Waiting
Unlimited Local Intra-LATA Long Distance
Free Hunting

2. Monthly Recurring Charges:

	<u>Current Rate</u>
Per Line	\$41.50

3. This product was formerly known as the following Cleartel product name:

Former Cleartel Product Names

Basic Business Value Plan 460	Multi Line Business
Business Flat Rate Multi Line	Multi-Line Business With Tc

4. Non-Recurring Charges are located in Sections 4.2.12 of this tariff.

5. Rules & Regulations:

- Miscellaneous Service Charges will apply – see Section 4.2.18.6 of this tariff.
- Long Distance is available with this product and is rated at \$0.10/minute.
- Declining free features does not reduce the package rate. Additional features can be purchased at “a la carte” rates - see Section 4.2.19 of this tariff.
- The availability of certain features depends on ILEC feature availability.
- Caller ID Customers must provide and connect their own compatible CPE.
- Toll Free service is available with this product - see Section 4.5.8 of this tariff.
- Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.
- Product may not be available in all CLLIs.
- An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to BirchNet Basic. There is a maximum of 20 extensions per voicemail box.

(1) Effective August 28, 2009 this product is Grandfathered and no longer available.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.18 CLEARTEL SERVICES (Cont'd.)

4.2.18.2 Business Price Packages

C. BirchNet Basic Plus (1)

1. BirchNet Basic Plus is equipped with:

Basic Business Line
Unlimited Features
Unlimited Local Intra-LATA Long Distance
Free Hunting

2. Monthly Recurring Charges:

	<u>Current Rate</u>
Per Line	\$70.60

3. This product was formerly known as the following Cleartel product names:

	<u>Former Cleartel Product Names</u>	
Business Enhanced	Guest Dial Pak-Guest Room Telephone	Single Line Business
IDS Complete Choice	IDS Total Choice Single Line Package	Total Choice Opt 1 Promo
IDS Total Choice	Intralata Private Line Type B Signaling	Total Choice Option 1
IDS Value Plus	Intralata Pvt Line Voice Grade	Total Choice Unlimited Lata
Intralata Private Line	Preferred Business Value Plan	Total Solution for Business
Preferred Business	Preferred Value Plan	Total Solution

4. Non-Recurring Charges are located in Sections 4.2.12 of this tariff.

5. Rules & Regulations:

- Miscellaneous Service Charges will apply – see Section 4.2.18.6 of this tariff.
- Long Distance is available with this product – see Section 4.3.3 of this tariff.
- Declining free features does not reduce the package rate. For a list of features, see Section 4.2.19 of this tariff.
- The availability of certain features depends on ILEC feature availability.
- Caller ID Customers must provide and connect their own compatible CPE.
- Toll Free service is available with this product - see Section 4.5.8 of this tariff.
- Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.
- Product may not be available in all CLLIs.
- An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to BirchNet Basic Plus. There is a maximum of 20 extensions per voicemail box.

(1) Effective August 28, 2009 this product is Grandfathered and no longer available.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.18 CLEARTEL SERVICES (Cont'd.)

4.2.18.2 Business Price Packages

D. BirchNet Essentials (1)

1. BirchNet Essentials is equipped with:

Basic Business Line
Unlimited Features
Unlimited Local Intra-LATA Long Distance
1,200 Minutes of Domestic Inter-LATA Long Distance
Free Hunting

2. Monthly Recurring Charges:

	<u>Current Rate</u>
Per Line	\$89.95

3. This product was formerly known as the following Cleartel product names:

<u>Former Cleartel Product Names</u>	
Business Unlimited	Preferred Business Plus Plan
IDS Business Plus Unlimited	Supra Smart Business Unlimited
Preferred Business 1000	Total Solution for Supra Smart Business Unlimited
Preferred Business Plus 1000	

4. Non-Recurring Charges are located in Sections 4.2.12 of this tariff.

5. Rules & Regulations:

- Miscellaneous Service Charges will apply – see Section 4.2.18.6 of this tariff.
- Long Distance is available with this product and is rated at \$0.07/minute. After the initial 500 minutes.
- Declining free features does not reduce the package rate. For a list of features, see Section 4.2.21.B of this tariff.
- The availability of certain features depends on ILEC feature availability.
- Caller ID Customers must provide and connect their own compatible CPE.
- Toll Free service is available with this product - see Section 4.5.8 of this tariff.
- Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.
- Product may not be available in all CLLIs.
- An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to BirchNet Essentials. There is a maximum of 20 extensions per voicemail box.

(1) Effective August 28, 2009 this product is Grandfathered and no longer available.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.18 CLEARTEL SERVICES (Cont'd.)

4.2.18.3 Customer Owned Pay Telephone (COPT) Service

A. Description

- Customer Owned Pay Telephone (COPT) Service is a 1-party exchange service equipped for touch-tone signaling, and is the only service authorized for connection with customer-provided pay telephone equipment.
- COPT Service can be either a two-way or one-way originating business exchange access line composed of the serving central office line equipment, all outside plant facilities needed to connect the serving central office with the customer/subscriber premises, and the network interface. 900/976-call restrictions are provided at no additional charge. 900/976-call restriction restricts calls to these pay-per-call information services to only those calls which are alternately billed.

B. Responsibilities of the COPT Customer

- All customer-provided COPT stations shall have the following minimum features:
 1. Touch dialing
 2. Ability to access 9-1-1 Emergency Service (where available) and “0” operator (“0-minus”) without prior insertion of coins or credit card, to place calls to public safety agencies (i.e., police, fire, rescue) or to access such agencies directly, without prior insertion of coins or credit card.
 3. Compliance with statutes or rules concerning the use of COPT stations by disabled persons, such as handicapped in wheel chairs or the hearing impaired.
 4. Ability to complete both local and long-distance calls (upon payment of applicable charges).
 5. A program which would not limit the duration of a local message, so long as the user continues to pay applicable charges, through deposit of additional coins or otherwise.
 6. An informational message in, on, or adjacent to, each pay telephone, by voice recording, visual display, explaining the general operation of the pay telephone, dialing instructions for obtaining emergency assistance, the owner’s name, the method of reporting service problems and the method of receiving a credit for a faulty call.
- All COPT customers must be authorized and hold a Certificate of Public Convenience and Necessity issued by the Florida Public Service Commission, using Commission-prescribed forms, in order to do business in the state of Florida.
- No person, business, government or entity of any type will be permitted to subscribe to COPT service where such service is being used primarily for the purpose of placing directory assistance calls. If such COPT service is installed, and it is subsequently discovered by the Company by whatever means, that such service is being used primarily for the purpose of placing directory assistance calls, such service will be disconnected after giving the customer a written 20-day notice of violation and disconnection. The Company further reserves the right to refuse to connect, or re-connect, such COPT service at such premises in the future.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.18 CLEARTEL SERVICES (Cont'd.)

4.2.18.3 Customer Owned Pay Telephone (COPT) Service (Cont'd.)

B. Responsibilities of the COPT Customer (Cont'd.)

- The COPT customer shall sign an agreement to indemnify and hold the Company harmless from any and all loss, damage and expense occasioned by, or arising out of, claims for injury to persons or damage to property caused by, or contributed to, by the provision of detailed toll billing records to the Customer by the Company, which includes, but is not limited to, any disclosure of said detailed toll billing records by the Customer. Detailed toll billing records include only toll calls billed by the Company. The COPT service telephone number will be omitted from the directory and directory assistance records at no additional charge.
- The COPT customer shall be responsible for the installation, operation and maintenance of the COPT used in connection with this service.
- The COPT customer shall be responsible for the payment of Service Connections, Moves and Changes charges as provided for in Section 4.2.12 of this tariff. The Customer is responsible for visits by a Company dispatched technician to the Customer's premises when a service difficulty or trouble report results from the use of COPT service and the maintenance/repair call is authorized by the owner or agent.
- The COPT customer is responsible for the payment of charges for all local and toll messages.
- The COPT customer must comply with all applicable federal, state and local laws and regulations.
- COPT service may be connected to, from, or through customer-provided telecommunications switching systems, or Company-provided central office based PBX-type switching systems. The pay telephone service provider must ensure that access to E-911, 911, and/or 0- is not blocked and must comply with all legislative and rule requirements regarding the operation of E-911 and 911. This access configuration is not allowed if it prevents usage measurement, by the Company, of the COPT access line.
- A pay telephone must be registered in compliance with Part 68 of the FCC's Registration Program or connected behind an FCC registered coupler.

C. Responsibilities of the Company

- At the customer's request, a primary listing will be provided at no charge in the local telephone directory for the exchange where the service is provided.
- The Company will not initiate a maintenance service call or take any other action in response to a trouble report on a COPT line until such time as requested by the pay telephone owner or its agent. The pay telephone owner must keep the Company advised of the identity of the pay telephone owner or agent authorized to request a maintenance service call.
- The Company will provide directory assistance service under the provisions of this price list. However, the Company is not required to provide such service to COPT lines accessible to inmates of confinement facilities.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.18 CLEARTEL SERVICES (Cont'd.)

4.2.18.3 Customer Owned Pay Telephone (COPT) Service (Cont'd.)

C. Central Office Call Blocking

1. Local and "1+" call blocking provides central office blocking of all local calls (7 digit) and direct dialed toll calls from coinless telephones. However, a uniform access code 950-XXXX assigned to a carrier for its international communications is not blocked but is routed to that carrier. The calls blocked include, but are not limited to, "1+", "10XXX+1", "10XXX+011", "101XXXX+1" and "101XXXX+011" type calls. This service is offered in serving offices where facilities exist.
2. International Direct Dialed (IDD) call blocking is an optional service arrangement which provides central office blocking of direct dialed international calls ("011", "10XXX+011" and "101XXXX+011") from coin operated telephones to telephone numbers outside the North American Dialing Plan. This service is offered in serving offices where facilities exist.

Customers who elect not to subscribe to IDD call blocking shall be responsible for the payment of all charges associated with IDD calls and shall indemnify and hold Birch harmless from any and all loss and expense occasioned by fraudulent international calls which may be placed from the COPT access line.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.18 CLEARTEL SERVICES (Cont'd.)

4.2.18.3 Customer Owned Pay Telephone (COPT) Service (Cont'd.)

D. Violation of Regulations

- If a COPT customer is in violation of a price list provision, the Company will notify the COPT customer of the violation in writing. Such notice must refer to the specific price list provisions being violated. The notice must state that the COPT customer is subject to disconnection by the Company of the instrument(s) in violation of the price list unless the violation is corrected and the Company is notified, in writing, within 20 days of receipt of such notice that the violation has been corrected. The Company may disconnect the instrument(s) that are in violation of the price list on or after the 20th day after receipt of the notice by the COPT customer, if the COPT customer did not notify the Company in writing within 20 days of receipt of the notice that the violation was corrected. However, if the COPT customer has filed a complaint with the Commission regarding the disconnection and has the Company with a copy of the complaint that indicates that the complaint has been filed with the Commission's complaint office, within 20 days of receipt of the notice of violation the Company will not disconnect the instrument/s pending resolution of the complaint by the Commission.
- Pursuant to Florida Statute Title XXVII, Section 364.245, should a pay telephone service provider be found to be in violation of Commission Rules, the Company will disconnect the COPT service upon order of the Commission.
- Where a pay telephone is discovered to be connected to the network and is being billed under any price list other than the COPT section of this price list, the Company will back-bill the difference between the COPT rate for 12 months, and the rate the Customer actually paid, unless the Customer can show that the pay telephone instrument was connected at a later date, in which case the back-billing shall run from the date of connection.
- If a customer fails to pay the amount back-billed pursuant to the above-stated provision, the Company may suspend service on the COPT access line and on any other business service provided by the Company to the COPT customer, until such time as the back-billed amount is paid in full.

E. Rates and Charges Applied by the Company

Monthly Recurring Charges:

<u>Zones/Service</u>	<u>Former Cleartel Rates</u>	<u>Current Birch Rates</u>
FL Bell South Z1	\$29.95	\$69.95
FL Bell South Z2	\$31.95	\$69.95
FL Bell South Z3	\$39.95	\$69.95
IDS Single Line Payphone (1)	\$19.62	<n/a>

(1) Effective August 28, 2009 this product is Grandfathered and no longer available.

Issue Date: May 31, 2018

Effective: June 1, 2018

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.18 CLEARTEL SERVICES (Cont'd.)

4.2.18.4 Prepaid Services

A. Tempo Value Line

1. Tempo Value Line is equipped with:

Basic Residential Line

2. Monthly Recurring Charges:

	<u>Current Rate</u>
Per Line	\$37.95

3. This product was formerly known as the following Cleartel product names:

<u>Former Cleartel Product Name</u>
Easy Talk

4. Rules & Regulations:

- Miscellaneous Service Charges will apply – see Section 4.2.18.6 of this tariff.
- Long Distance is unavailable with this product. All Long Distance will be blocked upon setup of this service.
- Features can be purchased at “a la carte” rates – see Section 4.2.19 of this tariff. Features cannot be added/deleted during the prepaid month. Feature changes can only be submitted upon payment of the next prepaid month.
- The availability of certain features depends on ILEC feature availability.
- Caller ID Customers must provide and connect their own compatible CPE.
- Product may not be available in all CLLIs.
- An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to Tempo Value Line. There is a maximum of 3 extensions per voicemail box.
- Inside Wire Maintenance can be added with this product, but only at time of install.
- There is no pro-ration or de-ration with prepay product, features and services.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.18 CLEARTEL SERVICES (Cont'd.)

4.2.18.4 Prepaid Services (Cont'd.)

B. Tempo Basic

1. Tempo Basic is equipped with:

Basic Residential Line
Caller ID Deluxe
Call Waiting

2. Monthly Recurring Charges:

	<u>Current Rate</u>
Per Line	\$42.95

3. This product was formerly known as the following Cleartel product names:

<u>Former Cleartel Product Name</u>
Easy Talk Deluxe
Easy Talk Plus

4. Rules & Regulations:

- Miscellaneous Service Charges will apply – see Section 4.2.18.6 of this tariff.
- Long Distance is unavailable with this product. All Long Distance will be blocked upon setup of this service. (1)
- Declining free features does not reduce the package rate.
- Additional features can be purchased at “a la carte” rates – see Section 4.2.19 of this tariff. Features cannot be added/deleted during the prepaid month. Feature changes can only be submitted upon payment of the next prepaid month.
- The availability of certain features depends on ILEC feature availability.
- Caller ID Customers must provide and connect their own compatible CPE.
- Product may not be available in all CLLIs.
- An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to Tempo Basic. There is a maximum of 3 extensions per voicemail box.
- IW Maintenance can be added with this product, but only at time of install.
- There is no pro-ration or de-ration with prepay product, features and services.

(1) Effective August 28, 2009, Basic customers will be given an option to purchase a block of LD minutes. See section 4.2.18.5 below.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.18 CLEARTEL SERVICES (Cont'd.)

4.2.18.4 Prepaid Services (Cont'd.)

C. Tempo Essentials

1. Tempo Essentials is equipped with:

Basic Residential Line
Unlimited Features
2,000 Free Minutes of Inter-LATA Long Distance

2. Monthly Recurring Charges:

	<u>Current Rate</u>
Per Line	\$74.95

3. Rules & Regulations:

- Miscellaneous Service Charges will apply – see Section 4.2.18.6 of this tariff.
- Customer will be given 2,000 free minutes of Long Distance with this service. The free minutes include Intra-LATA, Intra-State and Inter-State toll. Customer cannot exceed the 2,000 minutes. Long Distance will be unavailable after the allotted 2,000 minute block, until the service is renewed the following month.
- Declining free features does not reduce the package rate.
- Features cannot be added/deleted during the prepaid month. Feature changes can only be submitted upon payment of the next prepaid month.
- The availability of certain features depends on ILEC feature availability.
- Caller ID Customers must provide and connect their own compatible CPE.
- Product may not be available in all CLLIs.
- An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to Tempo Essentials. There is a maximum of 3 extensions per voicemail box.
- Inside Wire Maintenance can be added with this product, but only at time of install.
- There is no pro-ration or de-ration with prepay product, features and services.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.18 CLEARTEL SERVICES (Cont'd.)

4.2.18.5 300 Prepaid Minutes LD

Available only to prepaid residential customers with the Now Basic service, this package provides 300 total minutes of Intra-Lata, Intra-State and Inter-State long distance for a monthly recurring charge. The LD will not exceed 300 minutes per month, and will be reset upon payment by the customer.

Rates:

	<u>Current Rate</u>
Per Line	\$8.00

4.2.18.6 Miscellaneous Service Charges

A. Facilities Charges

The Facilities Charge provides for delivery of high quality services, including connecting customers to the network, customer service and network monitoring, updating operational systems, and the construction of a facilities-based network. The Facilities Charge is applied to each line. A Supplementary Facilities Charge is also applied to each line where Birch Long Distance service is used.

<u>Charge (per line)</u>	<u>Current Rate</u>
Facilities Charge	\$8.08

<u>Charge (per line with Birch LD)</u>	<u>Current Rate</u>
Supplementary Facilities Charge	\$7.84

B. Carrier Access Recovery Charge

The Carrier Access Recovery Charge funds a contribution towards higher costs of interconnection with other carriers. This charge is applied to each line.

<u>Charge (per line)</u>	<u>Current Rate</u>
Carrier Access Recovery Charge	\$4.31

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.18 CLEARTEL SERVICES (Cont'd.)

4.2.18.6 Miscellaneous Service Charges (Cont'd.)

C. Regulatory Compliance Fee

The Regulatory Compliance Fee covers costs associated with ongoing regulatory and compliance obligations, participation in regulatory proceedings, handling customer complaints with regulatory agencies, and negotiations with other regulated carriers. This charge is applied to each line.

<u>Charge (per line)</u>	<u>Current Rate</u>
Regulatory Compliance Fee	\$4.31

D. Excessive Usage Charge

If the Company determines that Customer's usage exceeds 2500 minutes on a Residential long distance plan or 2000 minutes on a Business long distance plan (except T-1 Plans) then the Customer shall forfeit eligibility for rates under this plan and (1) Customer will be charged an additional \$40 per month per line for as long as the excess usage or violation continues, (2) Customer will be moved to another Birch long distance plan unless an alternative plan is selected by the Customer, and/or (3) long distance service may be blocked without notice.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.18 CLEARTEL SERVICES (Cont'd.)

4.2.18.7 BirchLink T1 Services

A. BirchLink T1 Complete (1)

1. The BirchLink T1 Complete offers:

- An integrated option of up to 24 voice lines with symmetrical data speeds burstable to 1.54Mbps with the data speed available depending upon voice utilization of the T-1 circuit bandwidth.
- A number of additional features inclusive within the basic rates.
- Unlimited IntraLATA long distance calling.

2. Monthly Recurring Charges:

	<u>Current Rate</u>
Service Rate	\$800.00

3. This product was formerly known as the following Cleartel product name:

<u>Former Cleartel Product Names</u>	
Basic Integrated T1	Local Voice T1
Integrated T1	Mega Choice Integrated
Mega Choice Special Access	Mega Choice Voice T1

4. Non-Recurring Charges are located in Sections 4.2.12 of this tariff.

5. Rules & Regulations:

- Long Distance is available and rated at \$0.10/minute.
- Declining free features does not reduce the package rate. For a list of features, see Section 4.2.19 of this tariff.
- The availability of certain features depends on ILEC feature availability.
- Caller ID Customers must provide and connect their own compatible CPE.
- Toll Free service is available with this product - see Section 4.5.8 of this tariff.
- Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.
- Product may not be available in all CLLIs.
- An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to BirchLink T1 Complete. There is a maximum of 20 extensions per voicemail box.
- Customers subscribing to Service must execute a written term agreement in a form designated by Birch, which shall include without limitation, Customer's term selection.

(1) Effective August 28, 2009 this product is Grandfathered and no longer available.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.18 CLEARTEL SERVICES (Cont'd.)

4.2.18.7 BirchLink T1 Services (Cont'd.)

B. BirchLink T1 PRI (1)

1. The BirchLink T1 PRI offers:

- Up to 23 ISDN B-Channels for Voice with D-channel for signaling.
- 20 Direct Inward Dialing (DID) Numbers.
- Caller ID name and number presentation.
- Unlimited IntraLATA long distance calling.

2. Monthly Recurring Charges:

Service Rate	<u>Current Rate</u>
	\$650.00

3. This product was formerly known as the following Cleartel product name:

Former Cleartel Product Names

Mega Choice PRI T1
Mega Choice Special Access PRI T1
Pri-Voice (23 + 1 Channel)

4. Non-Recurring Charges are located in Sections 4.2.12 of this tariff.

5. Rules & Regulations:

- Long Distance is available and rated at \$0.07/minute.
- Declining DID's does not reduce the package rate. Additional blocks of DID's are available for purchase at \$5.00 per block of 20 numbers.
- Declining Caller ID does not reduce the package rate.
- Caller ID Customers must provide and connect their own compatible CPE.
- Toll Free service is available with this product - see Section 4.5.8 of this tariff.
- Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.
- Product may not be available in all CLLIs.
- An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to BirchLink T1 PRI. There is a maximum of 20 extensions per voicemail box.

(1) Effective August 28, 2009 this product is Grandfathered and no longer available.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.18 CLEARTEL SERVICES (Cont'd.)

4.2.18.7 BirchLink T1 Services (Cont'd.)

B. BirchLink T1 PRI (Cont'd.)

5. Rules & Regulations: (Cont'd.)

- Customers subscribing to Service must execute a written term agreement in a form designated by Birch, which shall include without limitation, Customer's term selection.
- Service may be used only for interconnection to Private Branch Exchange (PBX) systems. Interconnection with modem pooling devices, remote access service, automated dialing equipment, automated call distribution systems, routers or similar systems is prohibited. Service may not be used by Internet Service Providers, or as a component of a telecommunications service sold to or otherwise made available to third parties. Calls terminating to Service cannot be subsequently routed or otherwise forwarded to destinations other than Customer's premises.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.19 Features and Blocks

Any of the following calling features may be added, subject to ILEC availability. The following rates apply only when these calling features are added to a line that does not include the feature in the package. To add calling features to any other service, please refer to Section 4.2.12 for applicable rates.

<u>Feature Description</u>	<u>Business</u>	<u>Residential</u>
3 Way Calling	\$8.95	\$8.05
3 Way Calling w/Transfer	\$10.14	\$7.99
Accounting Codes	\$16.00	N/A
Call Block	\$9.05	\$8.05
Call Forward Busy	\$9.00	\$3.70
Call Forward Variable	\$10.14	\$10.20
Call Fwd Don't Answer w/RC	\$9.80	\$3.70
Call Return	\$10.20	\$10.20
Call Tracing	\$7.50	\$7.48
Call Waiting	\$10.14	\$11.99
Call Waiting w/CID Opt	\$2.88	\$6.50
Caller ID	\$7.40	\$13.50
Caller ID Block	\$5.75	\$5.75
Caller ID Deluxe	\$16.00	\$12.49
Distinctive Ring	\$12.00	\$7.40
Enhanced Caller ID	\$20.55	\$8.04
Hunting	\$19.00	
Preferred Call Forwarding	\$7.90	\$6.84
Remote Access to Call Fwd	\$9.14	\$9.20
Repeat Dialing	\$9.05	\$8.05
Restrict International	\$7.90	\$7.90
Restrict Toll	\$8.90	\$7.00
Simultaneous Call Forwarding	\$6.90	\$5.75
Speed Call 30	\$8.99	\$4.50
Speed Call 8	\$4.22	\$8.05

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.20 American Fiber Network (AFN) and Close Call America, Inc. (CCA) Services(1)

A. BirchNet Basic Plus

The following products will change their name and begin billing as BirchNet Basic Plus beginning with their first Birch invoice.

Complete Choice Plan

Rollover Classic Plus

Residential First Line

B. BirchNet Value Line

The following products will change their name and begin billing as BirchNet Value Line beginning with their first Birch invoice.

Business Line

Residential First Line

Local Area Unlimited Usage Package D

Multi-line Business

Residential Line Charge

Suspended Line Rate

(1) Customers will be billed a bundled flat local rate. Any metered or measured usage, along with certain fees, will be combined into a single bundled flat line rate. The new bundled local rate has been calculated by adding together the main line rate, the monthly average, over the last six months, of local usage charges for any measured or metered use, any local or extended area calling plan charges, any business or residential package charges, the End User Common Line Charge, the Pre-subscription Charge and the Access Recovery Surcharge fees. The bundled rate reflects the customer's previous AFN/CCA rates for the same services and fees.

4.2.21 Payphone Service Provider (PSP) Services

4.2.21.A Rules and Regulations

1. Service for Payphone Service Provider ("PSP") Telephones is an exchange line service provided at the request of the subscriber for telecommunications use.
2. Service is provided for use with PSP telephones

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

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

4.2.21.A Rules and Regulations (Cont'd.)

3. The carriage and completion of all local dialed calls including operator service functions are provided by the Company.
4. Service is provided subject to the condition that telephone messages (local and long distance) placed from stations that are accessible to the public are completed over PSP lines (or other Public or Semipublic lines). Where service is furnished, any type or grade of residence or business service offered regularly at that location may be furnished in addition, provided such residence or business service is confined to locations solely for use by the particular establishment.
5. Service may not be attached to other types of access lines. A subscriber must order a separate PSP Access line for each PSP telephone installed and will be billed the tariff rate for each line.
6. Service may only be provided as Two-Way service, except lines placed in correctional institutions, schools, hospitals and other locations for which a specific exemption has been granted by the Public Service Commission. There will be no charge imposed for incoming calls.
7. For customers subscribing to Caller ID - Deluxe, if the incoming call originates from a customer provided public telephone, the name information transmitted will always be "Pay Phone".
8. The PSP shall be responsible for the installation, operation and maintenance of any PSP instruments used in connection with this service.
9. The PSP shall be responsible for payment of a nonrecurring charge as specified in this tariff for each visit by the Company or its agent to the customer's premises solely to determine that the service difficulty or trouble report results from the use of equipment or facilities provided by the customer.
10. PSP telephones must be connected to the telephone network in compliance with Part 68 of the FCC Rules and Regulations as well as regulatory requirements of the New York Public Service Commission. The telephones must have the following operational characteristics:
 - (a). Must be lighted during the hours of darkness when light from other sources is not adequate to read instructions and use the payphone.
 - (b). Must be able to access 911 Emergency Service, where available, at no charge to the calling party. Where 911 is not available, must be able to access the "Operator", at no charge to the calling party. The appropriate emergency number (Operator, 911) must be clearly posted at each PSP location.
 - (c). Must be equipped to return the coins to the caller in the case of an incomplete call, except messages to a Feature Group A access number.
 - (d). Must provide free access to dial-tone and toll free numbers (e.g., 800, 877, and 888).

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

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

4.2.21.A Rules and Regulations (Cont'd.)

- (e). Must complete calls to local and long distance directory assistance.
- (f). Must provide free access to the responsible party for repairs or refunds. The Company is not responsible for refunds of coins deposited in customer-provided coin-operated public telephones.
- (g). Must be equipped with a legible sign, card, or plate of reasonable permanence that shall identify the following:
 - 1. The telephone number and location address of the payphone station, name and certificate number of the certificate holder, the party responsible for repairs and refunds, address of responsible party, free phone number of responsible party, clear dialing instructions (including notice of the lack of availability of local or toll services) and the local coin rate.
 - 2. For those payphone stations that will terminate conversation after a minimum elapse of time, notice shall be included on the sign card as well as an audible announcement 30 seconds prior to termination of the phone call.
- (h). Each payphone station that provides access to any interexchange company must provide coin free access to all locally available interexchange companies (except for Feature Group A access). The payphone station shall provide such access through the forms of access purchased by locally available long distance carries such as 10XXX+0, 10XXXX+0, 101XXXX+0, toll free (e.g., 800, 877, and 888) access.
- (i). May have a maximum of one non-dialable extension per station access line. This extension must be within the same premises as the main station and may be a maximum of 35 feet from the main station or have a privacy feature to disable the extension when the main station is in use.
- (j). No sales solicitation shall be allowed during the interval between the last digit dialed by the end user and connection with the interexchange carrier.
- (k). All 0- calls shall be routed to a telecommunications company that is authorized by the Commission to handle 0- calls. All other calls, including operator service calls, may be routed to the PSP's carrier of choice, unless the end user dials the appropriate access code for their carrier of choice, i.e., 950, 10XXX, 10XXXX, 101XXXX, and toll free access (e.g., 800, 877, and 888).

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

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

11. Each payphone station:

- (a). Must allow incoming calls to be received at all times, with the exception of those locations at hospitals, schools and locations specifically exempted by the Commission. There shall be no charge for receiving incoming calls.
- (b). A PSP may petition the Commission for an exception from the incoming call requirement for a period that shall not exceed two years from the effective date of the Order granting the exemption. Where incoming calls are not received, central office based intercept shall be provided at no charge to the end user and a written notice shall be prominently displayed on the payphone directly above or below the telephone which states: "Incoming calls blocked at request of law enforcement."

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

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

4.2.21.A Rules and Regulations (Cont'd.)

- (c). Must be connected to an individual access line.
 - (d). Must permit outgoing calls to be placed at all times. Each pay telephone service company shall make all reasonable efforts to minimize the extent and duration of interruptions of service. Service repair programs should have as their objective the restoration of service on the same day that the interruption is reported to the company (Sundays and holidays excluded).
12. Telephone Directories (current white page directory for the local calling area and a reasonably current yellow page directory that is appropriate for the calling area of the payphone station) shall be maintained at each payphone station.
- (a). Where there is a single payphone station, a directory shall be maintained at each station.
 - (b). Where there are two or more payphone stations located in a group, a directory for the entire local calling area shall be maintained at every other station. However, where telephone pay stations are fully enclosed, a directory shall be maintained at each payphone station.
 - (c). Payphone stations that provide local directory assistance at no charge are exempt from the provision of this rule. A notice must appear on the placard if local directory assistance at no charge is being provided.
13. Normal maintenance and coin collection activity shall include a review of the cleanliness of each payphone station.
14. Each payphone station must comply with rules of the American National Standards Institute, Inc, relative to physical handicap accessibility.
15. Each pay telephone station shall permit end users to input unlimited digits for the duration of the call.
16. Toll Fraud Liability
- (a). A company providing interexchange telecommunications services or local exchange telecommunications services shall not collect from a PSP for:
 - I. Charges billed to a line for calls which originates from that line through the use of access codes such as 10XXX, 10XXXX, 101XXXX, 950, and toll free (e.g. 800, 877, 888) access codes, or when the call originating from that line otherwise reached an operator position, if the originating line is subscribed to outgoing call screening and the call was placed after the effective date (the date after the call screening order was placed and associated charges apply) of the outgoing screening order;

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

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

4.2.21.A Rules and Regulations (Cont'd.)

- II. Charges for collect or third number billed calls, if the line to which the call was billed was subscribed to incoming call screening and the call was placed after the effective date of the incoming call screening order. Any call billed through the provider of local exchange telecommunications services or directly by an interexchange company, or through a billing agent, which have been identified as not collectible as described above, must be removed from any PSP's bill after the PSP gives notice of the fraudulent charges to the billing party. Pay telephone providers shall give such notice to the provider of local exchange telecommunications services and the interexchange company in writing no later than the due date of the bill.
 - III. The provider of local exchange telecommunications services is responsible for charges described in a. above that are associated with the failure of the provider of local exchange telecommunications services' screening services.
 - IV. The interexchange company is responsible for charges described in P.1.a. above that are associated with the failure to properly validate calls via the appropriate provider of local exchange telecommunications services' database.
 - V. Any charges accrued to a line when the subscriber has subscribed to the provider of local exchange telecommunications services to screen calls described in P.1.a. above shall not be the basis for discontinuance of local and intrastate service.
17. Providers serving confinement facilities shall provide for completion of all inmate calls allowed by the confinement facility.
18. Pay telephones stations located in confinement facilities shall be exempt from the preceding requirements except that outgoing local and long distance calls may not be terminated until after a minimum elapsed time of ten minutes. Audible and written disconnect notifications shall apply, and one access line shall not be connected to more than three pay telephone stations.
19. Proof of all necessary certifications must be furnished to the Company by the subscriber prior to service being furnished.
20. The subscriber is responsible for meeting all federal, state and local statutes with respect to provision of PSP telephones in accordance with all hearing impaired and handicapped person requirements.
21. Violations of Regulations
- (a). Where any PSP telephone is used and/or connected in violation of this tariff, the Company will promptly notify the customer of the violation.
 - (b). Violations of the tariff, Commission rules pertaining to public telephone service or certification requirements will subject subscribers of service to suspension and/or termination of service consistent with this tariff.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

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

4.2.21.A Rules and Regulations (Cont'd.)

22. Service Features

Zone Sensitive Rate for PSP

Subscribers to this service are required to take one of the following options where facilities are available to provide such service.

(a). Two-Way Service:

- I. Provides central office blocking of 011+ calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line ala carte rate will apply, refer to section 4.2.21C.
- II. Provides central office blocking of 7 digit local, 1+DDD, 1+ 900 and 011+ calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line ala carte rate will apply, refer to section 4.2.21C.
- III. Provides central office blocking of 1+DDD, 1+900 and 011+ calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line ala carte rate will apply, refer to section 4.2.21C.

4.2.21.B Payphone services are equipped with :
Free 900/976 Block

Free Directory Listing
250 Local, Lata and Long Distance minutes available to those who select Birch for long distance, overages will apply

4.2.21.C Payphone Services Additional Features

Features	Rates
Non-Published Listing	\$8.15
Non-Listed Number	\$5.56
Extended Area Calling Service	\$22.24
Call Screening	\$4.44
Answer Supervision	\$8.13
Call Blocking	\$5.97
Fraud Protection	\$0.16

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

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

4.2.21.D Rates

The monthly recurring charge for this service is \$118.48.

4.2.21.E AFN and CCA PSP Services

The following products of AFN or CCA have been grandfathered and will be billed as "Payphone."

Coin Line Flat Rate	Payphone Access Service
Coinless Payphone Access - Outward Only	Smart PAL
Coinless Payphone Access - Outbound Only	Smart Payphone
Interra Payphone Access Service	Smart Public
Interra Payphone Line Rate	PAL Message Rate
Payphone Access Line	

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.22 Cordia

The following products of Cordia are obsolete or grandfathered. In addition, their name has changed to a current Birch product as outlined below.

A. BirchNet Basic Plus - the following products will be billed as BirchNet Basic Plus:

Cordia Unlimited Residential

B. BirchNet Value Line – the following products will be billed as BirchNet Value Line:

Message Rate Residence
Touch Tone

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.23 AstroTel

1. The following products of AstroTel are obsolete or grandfathered. In addition, their name has changed to a current Birch product as outlined below.

A. BirchNet Basic Line - the following products will be billed as BirchNet Basic Line:

RealDialTone Basic Line for
Business
Resale Business Telephone Service
Resale Residential Telephone Service

B. BirchNet Basic Plus – the following products will be billed as BirchNet Basic Plus:

RealDial Tone Basic Residential Telephone line
RealDial Tone Basic Telephone Line for Business
RealDial Tone Premium Residential Telephone Line
RealDial Tone Premium Line for Business
RealDial Tone Premium Telephone Line for
Business

C. BirchNet Essentials – the following products will be billed as BirchNet Essentials:

RealDial Tone Premium Residential Telephone Line w/LD

D. BirchLink T1 Additional Line – the following products will be billed as BirchLink T1 Additional Line:

RealDialTone Basic Line for Business
RealDial Tone Premium Telephone Line for Business

E. BirchLink T1 Data – the following products will be billed as BirchLink T1 Data:

Ded T1 Internet Service – 1.54mbps

F. BirchLink T1 Complete – the following products will be billed as BirchLink T1 Complete:

Ded T1 Internet – 1Mbps
Ded T1 Internet – 256k
Ded T1 internet Service – 512k
Ded T1 Internet Service – 768k

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.23 AstroTel (Cont'd.)

G. BirchLink T1 PRI – the following products will be billed as BirchLink T1 PRI:

ISDN-PRI Service w/11 Bchan
ISDN-PRI Service w/15 Bchan
ISDN-PRI Service w/23 Bchan

2. The following products of AstroTel are obsolete or grandfathered. Below is the description of the product as well as the name as it will be billed:

A. Smart Mail Fax – the following products will now bill as SmartMail Fax:

SmartMail Fax Service Inbound/Outbound

- a. Service provides a subscriber with their own fax number — either a local Florida number or a toll free number — which accepts faxes and then converts them into the convenient Adobe PDF format and delivers them to the subscriber by email.
- b. Current Rate: \$1.00

B. Hosted PBX Extension – the following products will now bill as Hosted PBX Extension:

AstroOfficeAuto-Attendant
AstroOffice Hosted PBX Extension
PBX Virtual Extension

- a. Service provides a subscriber with VoIP PBX supporting a group of users with the following functionality: Auto Attendant, three-digit dialing, basic call features.
- b. Current Rate: \$272.00

C. BirchNet SIP Trunk – the follow products will now bill as BirchNet SIP Trunk:

PBX SIP Trunk over Internet

- a. Service provides a subscriber with virtual voice trunks routed over the public internet. The service is available as back-up routing of voice traffic if customer has a PRI. DIDs are assigned to each SIP Trunk group.
- b. Current Rate: \$300.00

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.23 Daystar

The following products of Daystar are obsolete or grandfathered. In addition, their name has changed to a current Birch product as outlined below.

A. BirchNet Value Line - the following products will be billed as BirchNet Value Line:

BUSINESS LINE
RESIDENTIAL LINE

B. BirchNet Essentials – the following products will be billed as BirchNet Essentials:

DAYSTAR INTRALATA TOLL PLAN	DAYSTAR LONG DISTANCE 500
DAYSTAR LONG DISTANCE 1000	DAYSTAR UNLIMITED INTRALATA TOLL PLAN
DAYSTAR LONG DISTANCE 2000	DAYSTAR UNLIMITED TOLL PLAN
DAYSTAR LONG DISTANCE 3000	

C. BirchLink T1 Complete – the following products will be billed as BirchNet T1 Complete:

9 T1 VOICE CHANNELS_AT-CHANNEL09	POINT-POINT CIRCUIT
BUSINESS CLASS DATA SERVICE	SUNCOAST BRONZE 5 YEAR PACKAGE
CHANNEL LINE FX	T 1 CIRCUIT
CHANNELS BUNDLED WITH SUNCOAST T1 PACKAGE	T1 ATM VALUE PAK
CHOICE NUMBER	T1 DATA
CIRCUIT	T1 FX CIRCUIT
DATA SPEED 512K	T1 INTRA EXCHANGE TRANSPORT
DATA SPEED 768K	T1 VOICE CHANNEL
DATA T1	T1 WITH 8 FULL FEATURED LINES & 2000 LD MINS

D. BirchLink T1 PRI – the following products will be billed as BirchLink T1 PRI:

23 B PRI VOICE CHANNELS + 1 D CHANNEL	PRI AT SITE ACCESS
BUSINESS LINE FX	PRI CIRCUIT
DAYSTAR 1000 BLOCK	PRI VOICE CHANNEL
DAYSTAR INTRALATA TOLL PLAN	T1 CIRCUIT
PRI CIRCUIT	T1 VOICE CHANNEL

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.23 Daystar (Cont'd.)

D. BirchLink T1 PRI additional line– the following products will be billed as BirchLink T1 PRI additional line:

BUSINESS LINE FX

BUSINESS LINE

CHANNEL LINE FX

CHOICE NUMBER

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.24 Covista Communications

The following products of Covista Communications are obsolete or grandfathered. In addition, their name has changed to a current Birch product as outlined below.

A. BirchNet Value Line - the following products will be billed as BirchNet Value Line:

Local Exchange Bundle
Local Plan
Premium National
STANDARD LOCAL
Standard Plan
Business Line Flat Rate
Economy MTM
Premium National
STANDARD LOCAL

B. BirchNet Essentials - the following products will be billed as BirchNet Essentials:

Premium National
STANDARD LOCAL
Standard Plan
2.9 LD with Local
Basic Local w/Basic LD
Interstate Voice
Kiss Twelve

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.25 Ernest Communications

The following products of Ernest Communications are obsolete or grandfathered. In addition, their name has changed to a current Birch product as outlined below.

A. BirchLink T

Mo Svc-Bus-DIA w/equipment-399.00
Mo Svc-Bus-Dynamic T1 w/equip-599.00
Mo Svc-Bus-PRI Voice-399.00
Mo Svc-Ace Cash-39.79

B. Remote Call Forward (RCF) or Remote Call Forward Additional Path (RCA)

Remote Call Forward-BFL-Addl Path-26.05
Remote Call Forward-BFL-Addl Path-26.05
Remote Call Forward-SprFL-AddlPath-26.05
Remote Call Forward-VFL-Addl Path-26.05
Remote Call Forward-BFL-26.05
Remote Call Forward-Rsale-VFL-26.05
Remote Call Forward-SprFL-26.05
Remote Call Forward-VFL-26.05

C. BirchNet Basic Plus

Ace Cash	Davids Bridal-EZPI-OnNet	MattressFirm-Z3-SprFL
AllenEdmnds-B1-2b	Design W/Rch-B1-2b	McJunkin-EZPI-OnNet
AlliedBldgProd-Flat	Empire-Flat	MotionInd-Flat
AMLI-B1-2b	Eurofins-On Net	MovieStop-B1-2b
ApexHealthCare	EZ Corp-Flat	MovieStop-Blended
APG-B1-2a	EZPI-Z1-FL	Natl Vision-Flat
Argos-Z2-BFL- w/3%Dsct	EZPI-Z2-FL	NewcomerFuneralHms-Blended
ARTS-EZPI-Z1-SprFL	EZPI-Z2-SprFL	Odyssey-Flat
ARTS-EZPI-Z2-SprFL	EZPI-Z2-VFL	One Point-On Net

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.25 Ernest Communications (Cont'd.)

C. BirchNet Basic Plus (Cont'd.)

ARTS-EZPI-Z2-VFL	EZPI-Z3-VFL	Paradies-EZPI-Z1-VFL
ARTS-EZPI-Z3-SprFL	EZ-Z1-FL	Paradies-EZPI-Z2-BFL
ARTS-Rsale-Z1-VFL	EZ-Z2-FL-	Paradies-EZPI-Z2-SprFL
ARTS-Rsale-Z3-VFL	EZ-Z2-FL	ParkNFly
Assoc-EZPI-OnNet	EZ-Z3-FL	Pavestone-B1-2b
AxcFin-EZPI-OnNet	EZ-Z3-SprFL	RAC-Flat
Baker Footwear-Flat	FAT-ATM-BFL	RAC-RCF
Bus-Spc	FAT-ATM-SprFL	Red Rbn-B1-2b-BFL
Carquest-Flat	FAT-EZ-Z1-BFL	Red Rbn-B1-2b-SprFL
CarToys-Flat	Ferrell Gas-B1-2b	Red Rbn-B1-2b-VFL
Cavco-B1-2d	FifthThirdBank-EZPI	RediCarpet-B1-2b
Cemex-EZPI-Z1-BFL	FifthThirdBank-Spc	Reeds-EZPI-Z2-SprFL
Cemex-EZPI-Z1-VFL	FL	RHF-15FL-EZPI-Z1-SprFL
Cemex-EZPI-Z2-BFL	FleetPride-Flat	Sm Bus-Z0-BFL
Cemex-EZPI-Z2-SprFL	Flint-B1-2b	Sm Bus-Z1-BFL
Cemex-EZPI-Z2-VFL	Fox&Hnd-B1-2d	Sm Bus-Z1-Nuv-BFL
Cemex-EZPI-Z3-BFL	FPTA-FL	Sm Bus-Z2-BFL
Cemex-EZPI-Z3-SprFL	Freeman-BFL	Sm Bus-Z2-VFL
Cemex-EZPI-Z3-VFL	FurnRow-B1-2b	Sm Bus-Z3-BFL
Cemex-Rsle-Cntrx-Z1-VFL	Gem-EZ-Z1-FL	Sm Bus-Z3-SprFL
Cemex-Rsle-Cntrx-Z2-VFL	Gem-EZ-Z1-VFL	Spc-FL
Cemex-Rsle-Z4-SprFL	Gem-EZ-Z2-FL	Spc-VFL
Century Park Assoc	Gem-EZ-Z2-SprFL	SpecRest-Flat
Chicos (2012)-Flat	Gem-EZ-Z2-VFL-GS	SprFL
Chicos-EZPI	Gem-EZ-Z2-VFL-LS	Std Parking12-B12b
ChmChar-Z0-BFL-w/3%Dsct	Gem-Rsale-Z1-VFL-OR	Std Parking-B1-2b
ChmChar-Z1-Nuv-BFL-w/3%Dsct	Gem-Rsale-Z4-SprFL	SteinMart-Flat
ChmChar-Z1-VFL-w/3%Dsct	Graham-B1-2d	Sterling-Flat
ChmChar-Z2-Nuv-BFL-w/3%Dsct	GrtClps-EZ-Z2-FL-	Telesphere-B1-2b
Cintas-Flat	GrtClps-EZ-Z2-FL	THD-B1-2a
Cintas-Spc	GrtClps-EZ-Z2-SprFL	TrueReligion-Flat
Comm ATM-Flat	HCR-Flat	TSR-BFL-Flat

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.25 Ernest Communications (Cont'd.)

C. BirchNet Basic Plus (Cont'd.)

ConsumerSource	HealthyAdvice-EZPI-BFL	TX Rdhse-BI-2b
Cranial-EZPI-Z2-FL	HealthyAdvice-EZPI-VFL	Under Armour-On Net
CSLPlasma	Hooters-EZPI-Z2-BFL	USMedical
CT Hess-EZ-Z2-SprFL	Hooters-EZPI-Z2-SprFL	USON-EZPI-Z3-SprFL
CT NR-EZ-Z1-FL	Hooters-EZPI-Z3-SprFL	Velocity-Flat
CT NR-EZ-Z1-SprFL	Hooters-Rsale-Z2-CPAK-VFL	VFL
CT NR-EZ-Z1-VFL	Hooters-Rsle-Z2-ECSOPT3-VFL	Viad-BI-2d
CT NR-EZ-Z2-FL	Hooters-Rsl-Z2-KyECSOPT3-VFL	Wade-EZPI-OnNet
CT NR-EZ-Z2-SprFL	iCore-BI-2b	WCS-Z1-SprFL
CT NR-EZ-Z2-VFL	Inf-EZ-BS-FL	WCS-Z2-SprFL
CT NR-EZ-Z3-BFL	Inf-Rsale-Z1-VFL	WellBridge-Flat
CT NR-EZ-Z3-SprFL	Internap-BI-2b	WrsngrKng-EZPI-BFL
CT-2011-Z1-L-Nuv-BFL	ITT-BI-2d	WrsngrKng-EZPI-SprFL
CT-2011-Z1-P-BFL	John Deere-Flat	YES Comm-On Net
CT-2011-Z1-P-VFL	KrspKrme-EZPI-SprFL	Zales-EZPI-Z1-BFL
CT-2011-Z2-L-Nuv-BFL	Lennox-BI-2a	Zales-EZPI-Z1-VFL
CT-2011-Z2-P-BFL	Limited-BI-2d	Zales-EZPI-Z2-BFL
CT-2011-Z2-P-SprFL	Lincare-Flat Rate	Zales-EZPI-Z2-SprFL
CT-2011-Z2-P-VFL	Lindt-EZPI-Z1-FL	Zales-EZPI-Z2-VFL
CT-2011-Z3-P-BFL	Lindt-EZPI-Z2-FL	Zales-EZPI-Z3-BFL
CT-2011-Z3-P-SprFL	MattressFirm-Flat	Zales-EZPI-Z3-SprFL
CT-2011-Z3-Rsale-VFL	MattressFirm-Z1-BFL	Zales-EZPI-Z4-SprFL
CT-2011-Z4-Rsale-SprFL	MattressFirm-Z1-VFL	
CT-2011-ZU-P-BFL	MattressFirm-Z2-BFL	
CT-2011-ZU-P-SprFL	MattressFirm-Z2-SprFL	
CTech21-Z1-FL	MattressFirm-Z3-BFL	

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.26 Lightyear Communications

The following products of Lightyear Communications are obsolete or grandfathered. In addition, their name has changed to a current Birch product as outlined below.

A. BirchNet Basic Plus

BizUnlimited
BizValue
HOME Opportunity Addt'l Line
Opportunity Plan
Starter Plan

B. BirchNet Value Line

Comprehensive Package
Flat Rated Business Line
Flat Rated Business Line Multi

C. BirchLink T1 PRI

Local PRI Loop Monthly
LY BIZ Local PRI
Paetec Port Charge (PRI)

D. BirchLink T1 Integrated (Complete)

DT-1 Equip Upgrade	New Dynamic T-1 14 lines
DT1-23line_7200 min	New Dynamic T-1 16 line
Dynamic T-1 6 line	New Dynamic T-1 24 lines
Dynamic T-1 Loop A Monthly	New Dynamic T-1 4 lines
Dynamic T-1 Monthly 12 lines	New Dynamic T-1 5 line
EIP_Loop Monthly	New Dynamic T-1 7 lines
Loop A Monthly Charge	New Dynamic T-1 8 line
New DT-1 23 lines	WS DT1 Port & Loop
New Dynamic T-1 10lines	

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.27 Remote Call Forward

1. Remote Call Forwarding (RCF) is a service whereby a call placed from a station (the originating station) to a customer's (the RCF customer) telephone number (call forwarding location) is automatically forwarded by Company central office equipment to another station designated by the RCF customer (terminating station).
2. Limitations
 - (a) Remote Call Forwarding service is offered subject to availability of suitable facilities.
 - (b) RCF is not offered where the terminating number is a coin or coinless pay telephone.
 - (c) The Company does not guarantee identification of the originating telephone number to the Remote Call Forwarding customer.
 - (d) Transmission quality may vary depending on the distance and routing necessary to complete a call. Since RCF service "tandems" two calls into one call, normal transmission quality is not assured for calls forwarded via RCF. Nonetheless, the resulting transmission performance will generally meet the RCF customer's voice-grade needs. Service arrangements which tandem more than two calls into one are more likely to result in unacceptable transmission quality; therefore, the Company will not knowingly forward calls via RCF to another telecommunications service arranged for permanent call forwarding. This policy can be administered only at the time RCF is ordered, and applies only in the forwarding direction. The services to which RCF calls are forwarded are provided independent of the RCF service and may not be within the Company's jurisdiction. Further, such services can be changed subsequent to the provision of an RCF service. Consequently, it is impractical to assure that such increased tandem forwarding never occurs. Where the Company is aware of such a service configuration, it reserves the right to modify such arrangements. Modifications may include, but are not limited to, changing the associated forwarded to number or termination of the RCF service. The RCF customer will be responsible for normal tariff charges for such changes.
 - (e) Remote Call Forwarding is not suitable for satisfactory transmission of data.
 - (f) RCF is provided on the condition that the customer subscribe to sufficient RCF features and facilities to adequately handle calls to the RCF customer without interfering with or impairing any services offered by the Company. If in the opinion of the Company, additional Remote Call Forwarding features at the call forwarding location or facilities at the terminating station line are needed, the customer will, where appropriate, be required to subscribe to such additional RCF features and facilities. In the event the customer refuses to subscribe to such additional RCF features and facilities, said customer's RCF service shall be subject to termination.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.27 Remote Call Forward (Cont'd.)

(g) When the Call Forwarding number is to be located in a multi-office exchange, the Company will determine the serving central office.

(h) Remote Call Forwarding will be provided for local calling where the RCF telephone number and the terminating station are both located in the same exchange. Further, Remote Call Forwarding will be provided for local calling on an interexchange basis in those instances where the exchange serving the RCF telephone number and the exchange serving the terminating station have the identical local calling area within the same county, or are within an Extended Area Service arrangement as specified in this Tariff. All other calls will be sent-paid (1+) only.

(i) Where a business directory listing is provided for the RCF number, calls will not be forwarded to a Company-provided telephone service for which residential rates apply.

(j) Where calls are to be forwarded to telephone service other than that of the RCF subscriber, it shall be the responsibility of the RCF subscriber to obtain permission for such forwarding from the subscriber to the other service and to determine a mutually acceptable number of access paths. Where the other subscriber contests such forwarding or the number of access paths, the Company reserves the right to modify the RCF service to the extent necessary to eliminate the other subscriber's complaint. The RCF subscriber shall be responsible for the tariffed charges for any resulting rearrangement of the RCF service.

3. Minimum Contract Period

The minimum contract period for this service is one month.

4. Charges

The following charges are for the Remote Call Forwarding feature and additional access facilities only and are in addition to applicable charges for service and equipment with which it is used.

Monthly Rate

(a) Per feature arranged for other than local calling	\$26.05
(b) Per feature arranged for local calling	\$26.05
(c) Per additional access facility	\$26.05

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.2 General Exchange Services (Cont'd.)

4.2.27 Remote Call Forward (Cont'd.)

5. Message Charges

(a) The message charges applicable to remotely forwarded calls shall be comprised of two separate charges: (1) a charge for that portion of the call from the originating station to the call forwarding location, and (2) a charge for that portion of the call from the call forwarding location to the terminating station. The respective charge for each such portion shall be as follows:

- Between the originating station and all forwarding locations. The charge for this portion of a remotely forwarded call shall be the charge specified in this or any other applicable Tariff for the type of call involved.
- Between the call forwarding location and the terminating station. The Remote Call Forwarding customer is responsible for the applicable charges specified in this or any other applicable Tariff for other than seven- or ten-digit local calling. These charges apply to all calls answered at the terminating station, including person-to-person and collect calls, even though such calls might not be accepted at the answering location.

No message charges apply for seven- or ten-digit local calling.

6. Remote Call Forward Additional Path \$26.05/each

Additional paths may be provided to handle multiple calls to the Remote Call Forwarding number as long as there are at least an equal number of lines at the terminating end.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.3 Toll Services

This Price List section applies to Local Service and Long Distance Message Telecommunications Service furnished or made available by the Company over service components located wholly within or partly within the Local Access and Transport Areas (LATAs) of the State of Florida between two or more points within LATAs of the State of Florida and where the respective rate centers of such points are also located in said State.

Service is furnished subject to the availability of the service components required. The Company will determine which of those components shall be used and make modifications to those components at its option.

4.3.1 Two-Point Service

A. Operator Service Charges

<u>Description</u>	<u>Rate</u>
<u>Station-to-Station Service</u>	
<u>Billed to a Third Number</u>	
Non-Automated	\$4.50
Semi-Automated	\$3.25
Fully Automated	\$2.00
<u>Sent-Paid</u>	
Non-Automated	\$4.50
Semi-Automated	\$3.25
<u>Person-to-Person Service</u>	
Non-Automated	\$ 4.75
Semi-Automated	\$ 3.50
<u>Other Services</u>	
Line Status Verification	\$ 4.50
Busy Interrupt	\$ 13.50

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.3 Toll Services

4.3.2 Toll Service

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

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

Monthly Recurring Charge for Long Distance Only Customers: \$4.95 (I)

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

4.3.3 Birch Long Distance Bundled Product Rates

<u>Products (1)</u>	<u>Rates Per Minute</u>		
	<u>Intra-Lata</u>	<u>Intra-State</u>	<u>Inter-State</u>
BirchNet Value Line	\$0.069	\$0.069	\$0.069
BirchNet Basic Line	Unlimited	\$0.049	\$0.049
BirchNet Essentials	Unlimited	\$0.049	\$0.049
BirchNet Basic Plus	Unlimited	\$0.10	\$0.10
Home Connection	\$0.060	\$0.060	\$0.060
Home Connection Plus	Unlimited	\$0.10	\$0.10
Home Essentials	Unlimited	\$0.060	\$0.060
Home Value Line	\$0.10	\$0.10	\$0.10
Out of Contract Business	\$0.075	\$0.075	\$0.075
Out of Contract Residential	\$0.075	\$0.075	\$0.075

Long Distance Rates apply to all domestic 1+ direct dialed minutes of use. While there are plans that offer free long distance, the customer may choose to use another carrier for their long distance purposes; however, declining the Birch long distance will not reduce the package monthly rate.

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

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.4 Directory Services

4.4.1 Directory Listings

Listings are regularly provided in connection with all classes of Exchange Service, unless the customer subscribes to Non-published or Non-listed Service. The contract period for directory listings where the listing is printed in the directory is the directory period. Where the listing has not been printed in the directory, the period is one month.

In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing a non-published or non-listed telephone number in the directory or disclosing said number to any person shall attach to the Company. Where such a number is published in the directory, the Company's liability shall be limited to and satisfied by a refund of any monthly charges which the Company may have made for such listing. The subscriber 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 a non-listing or non-published listing.

1. Additional Listing

	<u>Monthly Rate</u>
Business, each	\$2.60

2. [Reserved for future use]

3. Additional Extra Listing – Toll Free number

	<u>Monthly Rate</u>
Business, each	\$2.75

4. Alternate Listing

	<u>Monthly Rate</u>
Business, each	\$2.75

5. [Reserved for future use]

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.4 Directory Services (Cont'd.)

4.4.1 Directory Listings (Cont'd.)

6. Cross Reference Listing

	<u>Monthly Rate</u>
Business, each	\$3.25

7. Foreign Listings

Where the Foreign Listing appears in a state of other than Florida, the applicable rate will be that tariffed by the Company in that state, or where the Company does not provide service, the applicable rate will be that tariffed by the incumbent local exchange carrier in the exchange in which the listing appears.

	<u>Monthly Rate</u>
Business, each	\$2.60

8. [Reserved for future use]

9. [Reserved for future use]

10. [Reserved for future use]

11. Non-Listed Listing

	<u>Monthly Rate</u>
Business, each	\$4.00

Non-Listed monthly rate will not apply in the following cases:

1. Additional service furnished to the same subscriber who has other service listed in the directory in the same name at the same address.
2. Additional service furnished to the same subscriber who has service listed in the directory in the same name at a different address provided the listed service is in the same local exchange.
3. Ring master service number.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.4 Directory Services (Cont'd.)

4.4.1 Directory Listings (Cont'd.)

12. Non-Published

	<u>Monthly Rate</u>
Business and Residential, each	\$6.00

Non-Published monthly rate will not apply in the following cases:

1. Additional service furnished to the same subscriber who has other service listed in the directory in the same name at the same address.
2. Additional service furnished to the same subscriber who has service listed in the directory in the same name at a different address provided the listed service is in the same local exchange.

13. Special Text Listing

	<u>Monthly Rate</u>
Business, each	\$7.63

14. Stylist Listing

	<u>Monthly Rate</u>
Business, each	\$4.50

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.4 Directory Services (Cont'd.)

4.4.2 Directory Assistance Service

A. Rates

1. Where the customer places a sent-paid direct dialed call to Directory Assistance, the charge for each call (maximum of two numbers requested) is \$2.99.
2. Where the customer places a call to the Directory Assistance attendant via an operator or has Directory Assistance Service Charges are billed to a third number, or a special billing number, the charge for each call (maximum of two requests per call) is \$2.99.

B. Directory Assistance Charge Exemption

Directory Assistance Charge Exemption gives 50 Free (local, long distance, or combination of both) DA calls per billing cycle on each line where the end user has disabilities that prevent use of the telephone directory. Normal tariffs apply to DA calls for the 51st and all other additional calls within a billing cycle. For purposes of this rule, disability means, with respect to an individual, a physical or mental impairment that prohibits a customer from using the telephone directory.

A letter from the end-user's physician, clinic or appropriate group/agency verifying the disability, on the official letterhead of the physician, should be attached to the application. Access Integrated Networks will not be responsible for any charges incurred to obtain certification. In addition to the physician's letter, the customer will be required to complete Access's Directory Assistance Charge Exemption Application Form.

4.4.3 Directory Assistance Call Completion (DACC)

1. Rates

Directory Assistance Call Completion	<u>Rate per Request</u>
<u>Fully-Automated DACC</u>	
- Sent-Paid Non-Coin	\$2.99
<u>Semi-Automated DACC</u>	
- Sent-Paid	\$2.99

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.4 Directory Services (Cont'd.)

4.4.4 National Directory Assistance

A. Service Description

National Directory Assistance (NDA) is a service whereby customers may request listing information for areas outside their LATA or home NPA. Requests for listings that are intraLATA or within the customers' home NPA are billed under the current Directory Assistance plan.

Callers access NDA by dialing 1+411 or 0+411. Only calls made for listings outside the customers' local directory assistance scope as defined above will be eligible for NDA.

B. Regulations

The regulations and rates set forth below apply to all calls from customers who request assistance in determining telephone number information of national subscribers as defined in 4.4.5 A. above.

The customer will be charged for each listing request made during the call. The NDA rate applies per listing request whether or not a number is provided including requests for numbers which are non-published, non-listed or not found. There are no allowances associated with NDA.

There are no exemptions from billing for requests for NDA.

C. Rates

Charge Per Listing Request

Sent Paid Request	\$2.99
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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.5 Miscellaneous Services

4.5.1 Toll Restriction (1)

A. Rates and Charges

The following rates and charges apply in addition to the established rates and charges for the services with which this feature is associated.

	<u>Monthly Rates</u>	<u>Non-recurring Charge</u>
Toll Restriction, per Business line equipped	\$5.00	\$10.00

4.5.2 Reserved for Future Use

(1) Effective August 22, 2008, this product can no longer be ordered

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.5 Miscellaneous Services (Cont'd.)

4.5.3 Business Birch Sprawler Plus (1)

A. General

Birch Sprawler Plus is an extended local calling plan which enlarges a business customer's local calling scope to LATA-wide unlimited calling. Through this service, customers can make direct-dialed calls LATA-wide for a flat-rate additive.

B. Rates and Calling Scopes

The rate additives of this service are in addition to the local general exchange service rates as specified in 4.2.1. The calling scopes provided for subscribers of this service are defined in 3.3, and are in addition to the local calling areas.

Monthly Recurring Charges

Rate Group A	\$28.50
Rate Group B	\$27.50
Rate Group C	\$26.50
Rate Group D	\$25.00
Rate Group E	\$23.50
Rate Group F	\$22.00

(1) Effective August 22, 2008, this service is no longer offered.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.5 Miscellaneous Services (Cont'd.)

4.5.2 Restoration of Suspended Service

- A. The following Service and Equipment Charge will apply, per line, for restoring service after its temporary suspension by the Company, as covered in the Rules and Regulations of this Price List.

	Residence	Business
Per occasion initial line	\$30.00	\$46.00
Per occasion additional line	\$23.40	\$15.00
Per occasion pay phone		\$25.00

In addition to the Service and Equipment Charge, the customer will be required to pay all charges due, including the monthly recurring charges for the period of denial.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.5 Miscellaneous Services (Cont'd.)

4.5.3 Buddy's Buyout Program (1)

The Buddy's Buyout Program allows new Birch customers who meet certain criteria set by Birch Telecom to receive a one-time per-line credit up to a maximum listed below to off-set early term liabilities the Customer will incur upon converting its service to Birch Telecom. Customers signing up for service after April 1, 2004, will be required to sign a two (2) year term plan with Birch Telecom.

The calculation of the amount is based on the amount of the Customer's early term liability as charged on the competitor's contract or invoice. The Customer must present a copy any documentation to the Birch Telecom representative.

Birch Telecom reserves the right to terminate the program at any time. No credits will be issued from and after the program termination date.

<u>City</u>	<u>Maximum Credit</u>	<u>City</u>	<u>Maximum Credit</u>
Belle Glade	\$30.00	Boca Raton	\$100.00
Pahokee	\$30.00	Boynton Beach	\$100.00
Brooksville	\$40.00	Cocoa	\$100.00
De Leon Spring	\$40.00	Cocoa Beach	\$100.00
Flagler Beach	\$40.00	Coral Spring	\$100.00
Fort Pierce	\$40.00	Daytona Beach	\$100.00
Jensen Beach	\$40.00	Deerfield Beach	\$100.00
Keys	\$40.00	Delray Beach	\$100.00
Lynn Haven	\$40.00	Eau Gallie	\$100.00
New Smyrna	\$40.00	Ft. Lauderdale	\$100.00
Palm Coast	\$40.00	Hobe Sound	\$100.00
Panama City	\$40.00	Hollywood	\$100.00
Panama City Beach	\$40.00	Homestead	\$100.00
St. Augustine	\$40.00	Jacksonville	\$100.00
Vero Beach	\$40.00	Jacksonville Beach	\$100.00
De Land	\$60.00	Julington	\$100.00
Debary	\$60.00	Jupiter	\$100.00
Gulf Breeze	\$60.00	Melbourne	\$100.00
Holley Navarre	\$60.00	Miami	\$100.00
Pace	\$60.00	North Dade	\$100.00
Pensacola	\$60.00	Orange Park	\$100.00
Titusville	\$60.00	Orlando	\$100.00
Sanford	\$80.00	Oviedo	\$100.00
		Perrine	\$100.00
		Pompano Beach	\$100.00
		Port St. Lucie	\$100.00
		Sebastian	\$100.00
		Stuart	\$100.00
		West Palm Beach	\$100.00

(1) Effective July 27, 2004, this program is no longer available to subscribers.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.5 Miscellaneous Services (Cont'd.)

4.5.3 Buddy's Buyout Program II (1)

The Buddy's Buyout Program II allows new and existing Birch Telecom Off-Net Business Customers, who meet certain criteria, to receive a one-time per-line credit.

The Customers will be required to sign a Birch Price Protection Plan 24-month term service agreement for local service. Customers are required to convert all of their off-net business lines, per location, to Birch in order to qualify for the Buddy's Buyout Program. If the Customer cancels service with Birch Telecom or reduces their lines below the line requirement prior to the end of their term, they will be required to repay the entire credit amount received through the Buddy's Buyout Program for each line cancelled.

All requirements applicable to Birch Price Protection term service agreement service shall apply in addition to the requirements listed for Buddy's Buyout Program.

A rebate form will be provided, by the sales representative, for Customer to submit in order to receive the credit. Credits will be given only by an authorized Birch representative, and only after the rebate form is completed and submitted along with a copy of the previous vendor's invoice wherein Customer has been charged for the early termination penalty.

Customers will only be given credit for the exact amount of the penalty on their invoice, up to the maximums for each market and service area as listed in the Rate Elements table below.

<u>Markets*</u>	<u>Credit Maximum Per Line</u>	<u>Service Areas</u>	<u>Credit Maximum Per Line</u>
FLOTHLO11	\$20.00	Daytona Beach	\$50.00
FLOTHLO2	\$20.00	Gainesville	\$50.00
FLOTHLO3	\$20.00	Jacksonville	\$50.00
FLOTHLO4	\$20.00	Miami	\$50.00
FLOTHLO5	\$20.00	Orlando	\$50.00
FLOTHLO6	\$20.00	Pensacola	\$50.00
FLOTHLO7	\$20.00	Pensacola	\$50.00
FLOTHLO8	\$20.00		
FLOTHLO9	\$20.00		
FLOTHLOX	\$20.00		

* Markets are defined in Section 3.1

Birch Telecom reserves the right to terminate the program at any time. No rebate forms will be offered after the program termination date.

(1) Effective August 22, 2008, this service is no longer offered.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.5 Miscellaneous Services (Cont'd.)

4.5.4 The Freedom Pack and Freedom Pack Plus Services (1)

A. Description

The Freedom Pack Service and The Freedom Pack Plus Service are add-on services for Birch Basic Business 24-month term plan Customers. The Customer will sign up to receive a block of outbound long distance minutes and a choice of up to seven (7) Birch Basic Features for a monthly recurring charge per line.

The Customer is required apply the Freedom Pack Service or Freedom Pack Plus Service to all eligible lines per location. The Customer is permitted to apply Freedom Pack Service at one of its location and apply Freedom Pack Plus Service at a additional location. These services are not available for resale lines.

If the Customer requires any additional features, they will be billed to the Customer at the tariffed rate listed under Birch Basic Feature List in Section 4.2.2.A.

The block of long distance minutes apply to only direct dialed domestic minutes and the minutes will be pooled at the service location level. Additional minutes of outbound domestic long distance minutes of use will be billed at no volume commitment level for 24-term plan customers. All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated according to the applicable interexchange tariff rates.

All requirements applicable to Birch Price Protection Plan service agreement service shall apply in addition to the requirements listed for The Freedom Pack Service and The Freedom Pack Plus Service.

(1) Freedom Pack and Freedom Pack Plus are not available to new customers, effective December 11, 2006.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.5 Miscellaneous Services (Cont'd.)

4.5.4 The Freedom Pack and Freedom Pack Plus Services (Cont'd.)

B. Rates

1 The Freedom Pack

A. Choice of up to seven (7) features from Birch Basic Feature List, per line
200 Domestic Outbound Long Distance Minutes, per line

B. Monthly Recurring Charge

Rate Group A	\$4.00
Rate Group B	\$4.00
Rate Group C	\$4.00
Rate Group D	\$4.00
Rate Group E	\$4.00
Rate Group F	\$4.00
Rate Group G	\$4.00
Rate Group H	\$4.00
Rate Group I	\$4.00
Rate Group J	\$4.00
Rate Group K	\$4.00

2 The Freedom Pack Plus

A. Choice of up to seven (7) features from Birch Basic Feature List, per line
500 Domestic Outbound Long Distance Minutes, per line

B. Monthly Recurring Charge

Rate Group A	\$6.00
Rate Group B	\$6.00
Rate Group C	\$6.00
Rate Group D	\$6.00
Rate Group E	\$6.00
Rate Group F	\$6.00
Rate Group G	\$6.00
Rate Group H	\$6.00
Rate Group I	\$6.00
Rate Group J	\$6.00
Rate Group K	\$6.00

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.5 Miscellaneous Services (Cont'd.)

4.5.5 Birch Freedom Pack Essentials and Freedom Pack Unlimited Bundles (10) (11)

A. Freedom Pack Essentials Bundle is equipped with:

- Basic Residential/Business Line (1)
- Unlimited Features (2)
- Hunting
- 800 Minutes Long Distance Block of Time (6)
- One Birch Integrated Voicemail with Mobile Alert (9)

Monthly Recurring Charge

Rate Group

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
\$32.00	\$32.00	\$32.00	\$32.00	\$32.00	\$32.00
<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>	<u>K</u>	
\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	

B. Freedom Pack Unlimited Bundle is equipped with: (7) (8)

- Up to seven features from Feature List located 4.5.5E (2)(9)
- Unlimited Long Distance (6)

Monthly Recurring Charge

Rate Group

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00
<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>	<u>K</u>	
\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	

C. Birch Long Distance Call Block for Freedom Pack Essentials Bundle:

<u>Block of Time per Month</u>	<u>Overage Usage Rate per Minute</u>
800 Minutes	Included in bundle
Additional Minutes	\$.059

See Section 4.5.5.F for footnotes.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.5 Miscellaneous Services (Cont'd.)

4.5.5 Birch Freedom Pack Essentials and Freedom Pack Unlimited Bundles (Cont'd.)

D. Birch Freedom Pack Essentials and Freedom Pack Unlimited Non-Recurring Charges:

Installation of new service:	
Residential Line – Birch	\$40.00
Business Line – Birch	\$63.50
Line Move/Change:	
Residential Line – Birch	\$40.00
Business Line – Birch	\$63.50
Feature(s) Add/Delete/Change	\$19.00
Class of service change	\$25.00
Hunting Add/Change	\$10.00
Establish dual service:	
Residential Line – Birch	\$19.00
Business Line – Birch	\$30.00
Expedited service charge	\$25.00
Invoice change	\$10.00
Service change, all other, per line	\$19.00
Telephone number change	\$46.00
Telephone number search, 1 st 20 free	\$15.00
Transfer of service	\$10.00

E. Birch Freedom Pack Essentials and Freedom Pack Unlimited Feature List:

Anonymous Call Rejection (3) (4)
Auto Redial
Call Blocker
Call Forward Busy/No Answer
Call Forward
Call Return
Call Waiting
Call Waiting ID Options (5)
Caller ID
Distinctive Ring
Distinctive Ring Additional
Priority Call
Remote Access to Call Forward (3)
Selective Call Forward
Simultaneous Call Forward
Speed Call 8
Speed Call 30
Three Way Calling
Toll Restriction

See Section 4.5.5.F for footnotes.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.5 Miscellaneous Services (Cont'd.)

4.5.5 Birch Freedom Pack Essentials and Freedom Pack Unlimited Bundles (Cont'd.)

F. Footnotes for Birch Freedom Pack Essentials and Freedom Pack Unlimited Bundles:

- (1) Freedom Pack Essentials and Freedom Pack Unlimited Bundles, effective December 11, 2006, will be the only services available to business and residential customers.

All customers will be required to sign a 24 month term agreement.

Early Termination Fees are calculated using the following formula:
 $50\% \times (\text{Line rate} \times \text{Number of lines}) \times \text{Months Remaining}$

All eligible lines at the service location must be included in bundle.

- (2) Customers may accept or decline the feature(s); however, declining the feature(s) will not reduce the package monthly rate. If more than seven features are chosen with the Birch Freedom Pack Unlimited, standard rates located in section 4.2.2 will apply.

- (3) The availability of certain features depends on ILEC feature availability.

- (4) Some features are only available to residential customers.

- (5) Some features are only available to business customers.

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

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

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

- (7) Birch Freedom Pack Unlimited is available in place of the Freedom Pack Essentials for business customers needing a more robust long distance plan. The basic business line rate is not included with the Birch Freedom Pack Unlimited. Basic business line rates are defined in Section 4.2.1 of this Tariff.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.5 Miscellaneous Services (Cont'd.)

4.5.5 Birch Freedom Pack Essentials and Freedom Pack Unlimited Bundles (Cont'd.)

F. Footnotes for Birch Freedom Pack Essentials and Freedom Pack Unlimited Bundles (Cont'd.)

- (8) Birch Freedom Pack Unlimited will only be available to Birch Business Local Service Customer locations in which the customer subscribes to no greater than 10 lines for domestic local toll and interLATA toll outbound calls from the business location. Customers are required to convert all of their off-net business lines, (restrictions listed below), per location, to Birch in order to qualify for this service. Multi-location customers may choose the service per location.

Certain restrictions apply:

Customers with 11 or more lines at a location are ineligible for Unlimited long distance at that location. Calls must be placed 1+ to qualify. Unlimited long distance is not available in conjunction with the following: Birchual Office, Birch standalone LD, Remote Call Forwarding, Toll Free, Calling Card, international calls, calls to 900 numbers, autodialers, long distance Internet access, long distance Intranet access, call center applications including but not limited to autodialers, PBX trunks, broadcast fax transmissions, ground start line or trunks, ISDN services, foreign exchange services, public telephone services, public access smart-pay phones, analog to digital conversion digital PBX services, WATS services, PRI/PBX/PABX/EABX services, non-square electronic key telephone systems, hybrid key telephone systems, predictive calling/dialing systems, automatic outbound dialing systems, any type of automatic call distribution system, or the functional equivalent of any such system listed above.

If the Company determines that Customer's usage exceeds ten times the average usage of Birch Telecom's long distance customers in the state in which the Customer is located or that the Customer is in violation of any of the above listed restrictions, the Customer shall forfeit eligibility for rates under this plan and (1) Customer will be charged an additional \$50 per month per line for as long as the excess usage or violation continues, (2) Customer will be moved to another Birch long distance plan unless an alternative plan is selected by the Customer, and/or (3) long distance service may be blocked without notice. This service offer may not be combined with any other offer. Services are not available in all locations.

- (9) An additional charge will apply when adding extensions to Birch Integrated Voicemail. There is a minimum of 4 extensions, and a maximum of 20 extensions per voicemail box.

First 4 extensions	Each additional extension up to 20
\$2.00	\$2.00 each

Free Birch Integrated Voicemail is not available with the Freedom Pack Unlimited Bundle. Standard rates apply.

- (10) Effective August 22, 2008, Freedom Pack Unlimited will no longer be offered.
- (11) Effective August 22, 2008, new lines of Freedom Pack Essentials are only available at locations where the customer already has existing lines of the service. From the same date, physical moves of lines of this service will not be available.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.5 Miscellaneous Services (Cont'd.)

4.5.6 Facilities Charge

The Facilities Charge provides for delivery of high quality services, including connecting customers to the network, customer service and network monitoring, updating operational systems, and the construction of a facilities-based network. The Facilities Charge is applied to each line. A Supplementary Facilities Charge is also applied to each line where Birch Long Distance service is used.

<u>Charge</u>	<u>MRC Birch Telecom</u>
Facilities Charge	\$6.38 on each Business line \$6.38 on each Residential line
Supplementary Facilities Charge	\$1.00 on each line

4.5.7 [Reserved for future use]

4.5.8 Toll Free Service

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

Monthly Recurring Charge per Business Number:	\$5.00
Monthly Recurring Charge per Residential Number:	\$5.00 (I)

8XX usage will be billed separately.

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

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – SERVICES (CONT'D.)

4.5 Miscellaneous Services (Cont'd.)

4.5.9 **Carrier Access Recovery Charge**

The Carrier Access Recovery Charge funds a contribution towards higher costs of interconnection with other carriers. This charge is applied to each line.

	<u>MRC</u>
Carrier Access Recovery Charge	\$1.35 on each line

4.5.10 **Regulatory Compliance Fee**

The Regulatory Compliance Fee covers costs associated with ongoing regulatory and compliance obligations, participation in regulatory proceedings, handling customer complaints with regulatory agencies, and negotiations with other regulated carriers. This charge is applied to each line.

	<u>MRC</u>
Regulatory Compliance Fee	\$0.75 on each line

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 –PROMOTIONS / ICB (INDIVIDUAL CASE BASIS)

From time to time, the Company may engage in promotional offerings, ICB or trials designed to attract new Customers, to stimulate usage, to test potential new services, and/or to increase existing Customer awareness of the Company's services. In connection with those promotional offerings, ICB or trials, the Company may offer special rate incentives and waive in full or in part Installation/Move Charges and service and equipment charges. These offerings may be limited to certain services, dates, times of day and/or locations determined by the Company.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 –PROMOTIONS / ICB (INDIVIDUAL CASE BASIS) (CONT'D.)

5.1 Buddy's Buyout to New Business Customers (1)

Between April 22, 2003 and August 31, 2003 New business customers, with three or more lines, who are subject to BellSouth's Key Customer Program, agreeing to a Birch Telecom 12- or 24-month term pricing plan, are eligible for the following promotional offer at the time of conversion:

A one-time, per-line credit, the calculation of which will be based on the amount of the Key Customer credit appearing on customer's most recent BellSouth invoice and the number of months customer has received the Key Customer credits, as advised by the customer, up to a maximum per line. The city name and maximum credit amount is listed below.

<u>City</u>	<u>Maximum Credit</u>	<u>City</u>	<u>Maximum Credit</u>
Belle Glade	\$30.00	Boca Raton	\$100.00
Pahokee	\$30.00	Boynton Beach	\$100.00
Brooksville	\$40.00	Cocoa	\$100.00
De Leon Spring	\$40.00	Cocoa Beach	\$100.00
Flagler Beach	\$40.00	Coral Spring	\$100.00
Fort Pierce	\$40.00	Daytona Beach	\$100.00
Jensen Beach	\$40.00	Deerfield Beach	\$100.00
Keys	\$40.00	Delray Beach	\$100.00
Lynn Haven	\$40.00	Eau Gallie	\$100.00
New Smyrna	\$40.00	Ft. Lauderdale	\$100.00
Palm Coast	\$40.00	Hobe Sound	\$100.00
Panama City	\$40.00	Hollywood	\$100.00
Panama City Beach	\$40.00	Homestead	\$100.00
St. Augustine	\$40.00	Jacksonville	\$100.00
Vero Beach	\$40.00	Jacksonville Beach	\$100.00
De Land	\$60.00	Julington	\$100.00
Debary	\$60.00	Jupiter	\$100.00
Gulf Breeze	\$60.00	Melbourne	\$100.00
Holley Navarre	\$60.00	Miami	\$100.00
Pace	\$60.00	North Dade	\$100.00
Pensacola	\$60.00	Orange Park	\$100.00
Titusville	\$60.00	Orlando	\$100.00
Sanford	\$80.00	Oviedo	\$100.00
		Perrine	\$100.00
		Pompano Beach	\$100.00
		Port St. Lucie	\$100.00
		Sebastian	\$100.00
		Stuart	\$100.00
		West Palm Beach	\$100.00

(1) Effective August 22, 2008, this service is no longer offered.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 –PROMOTIONS / ICB (INDIVIDUAL CASE BASIS) (CONT'D.)

5.2 Birch 24 for 12 Promotion (1)

Between October 9, 2003 and December 31, 2003, new business customers eligible for the following promotional offer:

The Birch 24 for 12 promotion will offer the new 12-month commitment level customers the line rate associated with a 24-month Price Protection Plan for the remainder of their contract or, until the customer disconnects service or changes to another contract. This promotion does not effect the business rules or customer eligibility requirements of Birch Price Protection Plans.

5.3 The Freedom Pack Promotion (1)

Birch Telecom will offer the Freedom Pack Promotion to Customers, who purchase a minimum of three (3) lines, a block of 200 long distance minutes and five (5) to seven (7) features, for a \$2.00 monthly recurring charge.

New customers will be required to sign up for a 24-month term plan. Existing term customers will be required to renew with a 24-month term plan. Existing month-to-month customers will be required to sign a 24-month term plan. The Freedom Pack will not be available for resale customers.

Birch Telecom will offer the Customer a choice of features that are listed in Section 4.2.2 of the Florida Price List 2. The Customer may choose a minimum of five (5) features to a maximum of seven (7) features for each line. Any additional features will be billed to the Customer at the tariffed rate.

The block of 200 long distance minutes will be available on a per line bases. Each line will begin being billed overage after the 200 minutes at a rate of \$.059. The Freedom Pack may not be used with a long distance commitment to receive a discounted rate on the Customer's overage minutes.

This promotion will begin on December 2, 2003 and run until March 31, 2004. This promotion may not be offered in conjunction with any other promotions. Customers who sign up for Buddy's Program are eligible for The Freedom Pack Promotion.

(1) Effective August 22, 2008, this service is no longer offered.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 –PROMOTIONS / ICB (INDIVIDUAL CASE BASIS) (CONT'D.)

5.4 Multi-Line Discount Promotion (1)

Birch Telecom will offer the Multi-Line Promotion to Birch Business Basic Line Customers. The promotion is a \$2.00 per line discount for month-to-month, 12-month term or a 24-month term Customers.

To qualify, the Customer must subscribe to a minimum of three (3) lines at a single location. Customers who subscribe to Birch Basic Business Line Service with 1 or 2 lines at a single location, during the promotion period, will be eligible to receive the discount when the Customer subscribes to a third line at that single location. The discount will apply to the third line and each additional line thereafter for the remainder of the Customer's contract or, until the customer disconnects service or changes to another contract for term Customers.

The promotion is not available to Residential or Smart Biz Customers.

This promotion will be available from April 1, 2004 through June 30, 2004 unless sooner canceled by Birch Telecom.

(1) Effective August 22, 2008, this service is no longer offered.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 –PROMOTIONS / ICB (INDIVIDUAL CASE BASIS) (CONT'D.)

5.5 The Freedom Pack Promotion II (1)

Birch Telecom will offer the Freedom Pack Promotion to Customers, who purchase a minimum of (3) three lines, a block of 200 long distance minutes and (5) five to (7) seven features, for a \$2.00 monthly recurring charge.

New Customers will be required to sign up for a 24-month term plan. Existing term Customers will be required to renew with a 24-month term plan. Existing month-to-month Customers will be required to sign a 24-month term plan. Birch Telecom will waive the non-recurring charge for existing Customers who sign up for this promotion. The Freedom Pack will not be available for resale Customers.

Birch Telecom will offer the Customer a choice of features that are listed in Section 4.2.2 of the Florida PSC Price List No. 2. The Customer may choose a minimum of (5) five features to a maximum of (7) seven for each line. Any additional features will be billed to the Customer at the tariffed rate.

The block of 200 long distance minutes will be pooled at the service location level and are mandatory on all eligible lines at the service location. BirchNet DSL lines are not eligible for this promotion. The long distance minutes will be determined by the number of lines with the Freedom Pack, times 200 minutes.

This promotion will begin on July 1, 2004 and run until September 30, 2004 unless sooner canceled by Birch Telecom. Customers who have signed up for Buddy's Program are eligible for The Freedom Pack Promotion. Promotion cannot be combine with Freedom Pack Plus Promotion or Multi-Line Discount Plus Promotion.

(1) Effective August 22, 2008, this service is no longer offered.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 –PROMOTIONS / ICB (INDIVIDUAL CASE BASIS) (CONT'D.)

5.6 The Freedom Pack Plus Promotion (1)

Birch Telecom will offer the Freedom Pack Plus Promotion to Customers, who purchase a minimum of (3) three lines, a block of 500 long distance minutes and (5) five to (7) seven features, for a \$3.00 monthly recurring charge.

New Customers will be required to sign up for a 24-month term plan. Existing term Customers will be required to renew with a 24-month term plan. Existing month-to-month Customers will be required to sign a 24-month term plan. Birch Telecom will waive the non-recurring charge for existing Customers who sign up for this promotion. The Freedom Pack will not be available for resale Customers.

Birch Telecom will offer the Customer a choice of features that are listed in Section 4.2.2 of the Florida PSC Price List No. 2. The Customer may choose a minimum of (5) five features to a maximum of (7) seven for each line. Any additional features will be billed to the Customer at the tariffed rate.

The block of 200 long distance minutes will be pooled at the service location level and are mandatory on all eligible lines at the service location. BirchNet DSL lines are not eligible for this promotion. The long distance minutes will be determined by the number of lines with the Freedom Pack, times 200 minutes.

This promotion will begin on July 1, 2004 and run until September 30, 2004 unless sooner canceled by Birch Telecom. Customers who sign up for Buddy's Program are eligible for The Freedom Pack Plus Promotion. Promotion cannot be combine with Freedom Pack Promotion II or Multi-Line Discount Plus Promotion.

(1) Effective August 22, 2008, this service is no longer offered.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 –PROMOTIONS / ICB (INDIVIDUAL CASE BASIS) (CONT'D.)

5.7 Multi-Line Discount Plus Promotion (1)

Birch Telecom will offer the Multi-Line Promotion to Birch Business Basic Line Customers. The promotion is a \$1.00 discount per line for the Customer who signs up for the promotion. To qualify, the Customer must subscribe to a minimum of (3) three lines at a single location. Customers with three (3) or more lines will be credited the discount per line beginning at the first line and the discount will be applied on all eligible lines. BirchNet DSL lines are not eligible for this promotion. Birch Telecom will not assess the non-recurring charge to the Customer's account during the promotional period.

New Customer will be required to sign a 24-month term agreement. Current month-to-month Customers requesting the promotion will be required to sign a 24-month term agreement. Current term Customers requesting the promotion will be required to sign a new 24-month term agreement

This promotion will begin on November 1, 2004 and run until January 15, 2005 unless sooner canceled by Birch Telecom. Customers who sign up for Buddy's Program are eligible for Multi-Line Discount Promotion. This promotion is not available to Residential or Smart Biz Customers.

(1) Effective August 22, 2008, this service is no longer offered.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 –PROMOTIONS / ICB (INDIVIDUAL CASE BASIS) (CONT'D.)

5.6 The Freedom Pack Unlimited LD Promotion (1)

Birch Telecom will offer the Freedom Pack Unlimited LD Promotion to Business Customers, who purchase three (3) lines to ten (10) lines at any given location, unlimited long distance service and up to seven (7) features, for a \$23.00 per line monthly recurring charge.

New Customers will be required to sign up for a 24-month term plan. Existing term Customers will be required to renew with a 24-month term plan, forfeiting any then-existing plan and/or promotional pricing. Existing month-to-month Customers will be required to sign a 24-month term plan. Birch Telecom will waive the non-recurring charge for existing Customers who sign up for this promotion. The Freedom Pack Unlimited LD Promotion is not available for Resale lines, however, Resale lines do count toward the three-line minimum and ten-line maximum.

Certain restrictions apply. Customers with 11 or more lines, including Resale lines, at a location are ineligible for Unlimited LD Promotion at that location. Calls must be placed direct-dialed (1+) domestic to qualify. Freedom Pack Unlimited LD Promotion is not available in conjunction with the following: Birchual Office, Birch standalone LD, Remote Call Forwarding, Toll Free, Calling Card, international calls, calls to 900 numbers, autodialers, long distance Internet access, long distance Intranet access, call center applications, including, but not limited to, autodialers, PBX trunks, broadcast fax transmissions, ground start line or trunks, ISDN services, foreign exchange services, public telephone services, public access smart-pay phones, analog to digital conversion PBX services, WATS services, PRI/PBX/PABX/EABX services, non-square electronic key telephone systems, hybrid key telephone systems, predictive calling/dialing systems, automatic outbound dialing systems, any type of automatic call distribution system, or the functional equivalent of any such system listed above. All of Customer's eligible lines, in a given location, must have the same bundle type for the Freedom Pack Unlimited LD Promotion.

If the Company determines that Customer's usage exceeds ten times the average usage of Birch Telecom's long distance customers in the state in which the Customer is located or that the Customer is in violation of any of the above listed restrictions, the Customer shall forfeit eligibility for rates under this plan and (1) Customer will be charged an additional \$50 per month per line for as long as the excess usage or violation continues, (2) Customer will be moved to another Birch long distance plan unless an alternative plan is selected by the Customer, and/or (3) long distance service may be blocked without notice.

Service is subject to terms and conditions contained in the Birch Telecom Interexchange Tariffs and the Price and Service Protection Plan agreement for term customers. Rates are subject to change and Birch reserves the right to discontinue any service at any time. Taxes, fees and other charges apply. This promotion may not be combined with any other offer. Services are not available in all locations. see a Birch representative for details.

(1) Effective August 22, 2008, this service is no longer offered.

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 –PROMOTIONS / ICB (INDIVIDUAL CASE BASIS) (CONT'D.)

5.6 The Freedom Pack Unlimited LD Promotion (Cont'd.) (1)

Birch Telecom will offer the Customer a choice of features that are listed in Section 4.2.2 of the Florida P.S.C. Price List No. 2. The Customer may choose up to a maximum of (7) seven for each line. Any additional features will be billed to the Customer at the tariffed rate.

This promotion will begin on November 1, 2004 and run until January 31, 2005 unless sooner canceled by Birch Telecom. This promotion is offered in conjunction with the Atlanta Line Promotion, Secondary Market Promotion and BirchNet DSL Promotion. Customers who have signed up for Buddy's Buyout Program are eligible for The Freedom Pack Unlimited LD Promotion. (Southeast states only). Customers who are signing up for the Multi-Line Plus Promotion are not eligible for this promotion.

(1) Effective August 22, 2008, this service is no longer offered.

ACCESS SERVICES

*Regulations and rates for intrastate access services found in this Price List
were previously provided in concurrence with
Florida Price List No. 2 issued by Birch Communications, Inc.*

TITLE PAGE

ACCESS SERVICES PRICE LIST

OF

BIRCH TELECOM OF THE SOUTH, LLC
D/B/A BIRCH TELECOM
D/B/A BIRCH COMMUNICATIONS

This price list contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Birch Telecom of the South, LLC d/b/a Birch Telecom d/b/a Birch Communications. This price list is on file with the Florida Public Service Commission (FPSC). Copies may be inspected during normal business hours at the Company's principal place of business at 2323 Grand Blvd., Suite 925, Kansas City, MO 64108.

ISSUED: May 31, 2018

EFFECTIVE: June 1, 2018

Issued by: Gordon P. Williams, Jr. - Senior Vice President and General Counsel
Birch Telecom of the South, LLC d/b/a Birch Telecom d/b/a Birch Communications
2323 Grand Blvd., Suite 925
Kansas City, MO 64108

ACCESS SERVICES

CHECK SHEET

Pages of this price list are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original price list and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
Title	Original	*	30	Original	*	60	Original	*
1	Original	*	31	Original	*	61	Original	*
2	Original	*	32	Original	*	62	Original	*
3	Original	*	33	Original	*	63	Original	*
4	Original	*	34	Original	*	64	Original	*
5	Original	*	35	Original	*	65	Original	*
6	Original	*	36	Original	*			
7	Original	*	37	Original	*			
8	Original	*	38	Original	*			
9	Original	*	39	Original	*			
10	Original	*	40	Original	*			
11	Original	*	41	Original	*			
12	Original	*	42	Original	*			
13	Original	*	43	Original	*			
14	Original	*	44	Original	*			
15	Original	*	45	Original	*			
16	Original	*	46	Original	*			
17	Original	*	47	Original	*			
18	Original	*	48	Original	*			
19	Original	*	49	Original	*			
20	Original	*	50	Original	*			
21	Original	*	51	Original	*			
22	Original	*	52	Original	*			
23	Original	*	53	Original	*			
24	Original	*	54	Original	*			
25	Original	*	55	Original	*			
26	Original	*	56	Original	*			
27	Original	*	57	Original	*			
28	Original	*	58	Original	*			
29	Original	*	59	Original	*			

* - indicates those pages included with this filing

ISSUED: May 31, 2018

EFFECTIVE: June 1, 2018

Issued by: Gordon P. Williams, Jr. - Senior Vice President and General Counsel
Birch Telecom of the South, LLC d/b/a Birch Telecom d/b/a Birch Communications
2323 Grand Blvd., Suite 925
Kansas City, MO 64108

ACCESS SERVICES

CONCURRING CARRIERS

None

ISSUED: May 31, 2018

EFFECTIVE: June 1, 2018

Issued by: Gordon P. Williams, Jr. - Senior Vice President and General Counsel
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2323 Grand Blvd., Suite 925
Kansas City, MO 64108

ACCESS SERVICES

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ISSUED: May 31, 2018

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Issued by: Gordon P. Williams, Jr. - Senior Vice President and General Counsel
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2323 Grand Blvd., Suite 925
Kansas City, MO 64108

ACCESS SERVICES

SYMBOLS

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

D - Delete or discontinue.

I - Change resulting in an increase to a customer's bill.

M - Moved from another price list location.

N - New.

R - Change resulting in a reduction to a customer's bill.

T - Change in text or regulation but no change in rate or charge.

ISSUED: May 31, 2018

EFFECTIVE: June 1, 2018

Issued by: Gordon P. Williams, Jr. - Senior Vice President and General Counsel
Birch Telecom of the South, LLC d/b/a Birch Telecom d/b/a Birch Communications
2323 Grand Blvd., Suite 925
Kansas City, MO 64108

ACCESS SERVICES

PRICE LIST FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the price list. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between sheets 14 and 15 would be 14.1.

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

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:

- 2.
- 2.1
- 2.1.1
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

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

ACCESS SERVICES

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this price list for the Access Services of this Company are defined below.

Access Code: A uniform seven digit code assigned by the Company to an individual Customer. The seven digit code has the form 950-XXXX or 101XXXX.

Access Service: Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Co-Carrier: Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

Common Channel Signaling (CCS): A high-speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

ISSUED: May 31, 2018

EFFECTIVE: June 1, 2018

Issued by: Gordon P. Williams, Jr. - Senior Vice President and General Counsel
Birch Telecom of the South, LLC d/b/a Birch Telecom d/b/a Birch Communications
2323 Grand Blvd., Suite 925
Kansas City, MO 64108

ACCESS SERVICES

SECTION 1 - DEFINITIONS (CONT'D.)

Company: Birch Telecom of the South, LLC d/b/a Birch Telecom d/b/a Birch Communications.

Constructive Order: Delivery of calls to or acceptance of calls from the Customer's End Users over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection of the Customer by an End User as the End User's PIC constitutes a Constructive Order for switched access by the Customer.

Customer: The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's price list regulations. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

800 Data Base Access Service: The term "800 Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used. The term 8XX is used interchangeably with 800 Data Base Service throughout this Price List to describe this service.

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Entrance Facility: A trunk facility connecting the Customer's point of presence with the local switching center.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

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

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ACCESS SERVICES

SECTION 1 - DEFINITIONS (CONT'D.)

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

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 for the provision and administration of communications services.

Line Information Data Base (LIDB): The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access: The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff or price list.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.

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ACCESS SERVICES

SECTION 1 - DEFINITIONS (CONT'D.)

Mutual Traffic Exchange: A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

Network Services: The Company's telecommunications Access Services offered on the Company's Network.

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

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

On-Hook: The idle condition of switched access or a telephone exchange service line.

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

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ACCESS SERVICES

SECTION 1 - 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 Order: The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this price list.

Service(s): The Company's telecommunications Access Services offered on the Company's Network.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this price list.

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

Wireless Provider: Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

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ACCESS SERVICES

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company's services offered pursuant to this Price List are furnished for Switched Access Service. The Company may offer these services over its own or resold facilities.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Price List. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B. The furnishing of service under this price list is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.
- C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

ACCESS SERVICES

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

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions

- A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this price list, a month is considered to have 30 days.
- B. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.C below.
- C. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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ACCESS SERVICES

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

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

- 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, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this price list. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering, installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this price list, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.
- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.

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ACCESS SERVICES

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

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 (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.
- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.

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

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

- G. The Company shall not be liable for any defacement of or damage to Customers 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 the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.
- H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this price list, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this price list.
- I. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this price list including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising

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ACCESS SERVICES

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

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

- I. (cont'd)
from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this price list.
- J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.
- L. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations.

ACCESS SERVICES

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

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

- M. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

ACCESS SERVICES

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

2.1 Undertaking of the Company (Cont'd.)

2.1.5 Notification of Service-Affecting Activities

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

2.1.6 Provisions 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 this price list. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

ACCESS SERVICES

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

2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provisions of Equipment and Facilities (Cont'd.)

- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- 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 imposed on the Company by another entity, for visits to the Customer Premises 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.

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ACCESS SERVICES

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

2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provisions of Equipment and Facilities (Cont'd.)

- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price list and to the maintenance and operation of such facilities. Notwithstanding the above, 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;
 2. the reception of signals by Customer-provided equipment; or
 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.
- H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

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ACCESS SERVICES

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

2.1 Undertaking of the Company (Cont'd.)

2.1.7 Non-routine Installation

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

2.1.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this price list, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- 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. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. where facilities are requested in a quantity greater than that which the Company would normally construct;
- E. where installation is on an expedited basis;

ACCESS SERVICES

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

2.1 Undertaking of the Company (Cont'd.)

2.1.8 Special Construction (Cont'd.)

- F. on a temporary basis until permanent facilities are available;
- G. installation involving abnormal costs; or
- H. in advance of its normal construction schedules.

Special construction charges for Switched Access Service will be determined on an individual use basis.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this price list remains in the Company, its agents, contractors or suppliers.

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.

2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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ACCESS SERVICES

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

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

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

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ACCESS SERVICES

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

2.3 Obligations of the Customer (Cont'd.)

2.3.1 The Customer shall be responsible for (Cont'd.):

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises 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; and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

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ACCESS SERVICES

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

2.3 Obligations of the Customer (Cont'd.)

2.3.2 Claims

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

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

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ACCESS SERVICES

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

2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

- A. Originating Access: Originating access minutes consist of traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for originating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company.

- B. Terminating Access: Terminating access minutes consist of traffic terminating to the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for terminating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company.

- C. Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

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

2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Reporting (Cont'd.)

- D. Effective on the first of January, April, July and October of each year the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the Access Service Request.

- E. Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

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ACCESS SERVICES

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

2.3 Obligations of the Customer (Cont'd.)

2.3.3 Jurisdictional Reporting (Cont'd.)

E. (Cont'd.)

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

A The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances.

ACCESS SERVICES

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

2.4 Customer Equipment and Channels (Cont'd.)

2.4.2 Station Equipment (Cont'd.)

A. (cont'd)

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

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

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Access 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 or price lists of the other communications carriers which are applicable to such connections.

ACCESS SERVICES

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

2.4 Customer Equipment and Channels (Cont'd.)

2.4.4 Inspections

- A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

- 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. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

ACCESS SERVICES

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

2.5 Payment Arrangements (Cont'd.)

2.5.1 Payment for Service (Cont'd.)

A. Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices.

2.5.2 Billing and Collection of Charges

Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this price list attributable to services established, provided, or discontinued during the preceding billing period.

Non-Recurring Charges are due and payable within 30 days after the invoice date.

The Company shall present invoices for all Charges monthly to the Customer.

Amounts not paid within 30 days after the date of invoice will be considered past due. The Company will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 30 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

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ACCESS SERVICES

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

2.5 Payment Arrangements (Cont'd.)

2.5.2 Billing and Collection of Charges (Cont'd.)

The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Company does not receive notice of a dispute in writing within 90 days from receipt of the invoice, the invoice shall be considered correct, final, and binding on the Customer for all purposes and the Customer shall be deemed to have waived any right to dispute that invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedures.

In the event the Company incurs fees and expenses, including attorneys fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonable incurred.

2.5.3 Refusal and Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite 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 or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 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.

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ACCESS SERVICES

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

2.5 Payment Arrangements (Cont'd.)

2.5.3 Refusal and Discontinuance of Service (Cont'd.)

- E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.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 this price list, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

- F. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:
 - 1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.3.F.1.(a-f), if
 - (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
 - (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or

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ACCESS SERVICES

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

2.5 Payment Arrangements (Cont'd.)

2.5.3 Refusal and Discontinuance of Service (Cont'd.)

F. (Cont'd.)

1. (Cont'd.)

(c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.3.A above; or

(d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or

(e) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the price list charges for the service by:

I. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this price list, or

II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

III. Any other Fraudulent means or devices; or

2. Upon ten (10) days' written notice to the Customer of any sum thirty (30) days past due;

ACCESS SERVICES

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

2.5 Payment Arrangements (Cont'd.)

2.5.3 Refusal and Discontinuance of Service (Cont'd.)

F. (Cont'd.)

3. Upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3.A, above; or
4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this price list if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

- G. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.5.4 Cancellation of Application for Service

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.

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ACCESS SERVICES

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

2.5 Payment Arrangements (Cont'd.)

2.5.4 Cancellation of Application for Service (Cont'd.)

The special charges described will be calculated and applied on a case-by-case basis.

2.6 Allowances for Interruptions in Service

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this price list by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to the Company. A Service Outage ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which the Company is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain access to the IXC's equipment; and (vii) due to mutually agreed upon maintenance and repair.

Credit Allowances received by the Company from the LEC for Off-Net facility outages which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

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ACCESS SERVICES

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

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

2.6.1 Limitations on Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this price list by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;
- B. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. interruption of service due to circumstances or causes beyond the control of the Company.

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ACCESS SERVICES

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

2.7 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (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 pursuant to any financing, merger or reorganization of the Company.

2.8 Notices and Communications

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

2.8.2 The Company shall designate on the Service Order, or equivalent, 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.

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

2.8.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.9 Meet Point Billing

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

ACCESS SERVICES

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE

3.1 General

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this price list. These charges are in addition to other applicable charges set forth in other sections of this price list.

In the absence of an ASR as described in Section 3.2, delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided switched access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

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ACCESS SERVICES

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE (CONT'D.)

3.2 Access Order

Customers may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

3.2.1 Access Service Date Intervals

Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

A. Standard Interval

The Standard Interval for Switched Service will be 10 business days from the Application Date. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

ACCESS SERVICES

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE (CONT'D.)

3.2 Access Order (Cont'd.)

3.2.1 Access Service Date Intervals (Cont'd.)

- B. Negotiated Interval: The Company will negotiate a Service Date interval with the Customer when:
1. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
 2. There is no existing facility connecting the Customer Premises with the Company; or
 3. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
 4. The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

ACCESS SERVICES

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE (CONT'D.)

3.2 Access Order (Cont'd.)

3.2.2 Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

3.2.3 Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month.

A. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

1. A change in the identity of the Customer of record; or
2. A move by the Customer to a different building.

B. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

ACCESS SERVICES

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE (CONT'D.)

3.3 Supplementary Charges

Customer Requested Due Date Change ^{1,2}	\$50, per order
Customer Requested Expedite ²	\$250, per location
Cancellation (after 3 business days from order placement) ²	Full NRCs + \$250, per order
Design Change, DS0/DS1 ²	\$150, per circuit
Design Change, DS3 and higher ²	\$300, per circuit
Administrative Processing ²	\$25, per order

¹ Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

² For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.

ACCESS SERVICES

SECTION 4 - SWITCHED ACCESS SERVICE

4.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's Premises.

Switched Access Service is available when originating or terminating calls from or to an end user which subscribes to the Company's Local Exchange Services.

Rates and charges are set forth in Section 5. The application of rates for Switched Access Service is described in Section 5.

4.2 Provision and Description of Switched Access Service Arrangements

4.2.1 Feature Group Access

FG Access is provisioned at the DS-1 level and provides trunk-side access to Local Switching Center switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).

Two types of Feature Group Access are available:

- A. Tandem Connect Access: This option applies when the customer has no direct facilities to the Company. All traffic is routed to and from the Company's End Office via the Customer's tandem provider. Delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided Tandem Connect Access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described herein.
- B. Direct Connect Access: The Company will provide facilities between the Customer's premises and a Company end-office. This transmission path is dedicated to the use of a single Customer. The Company requires the Customer to submit an ASR or comparable documentation for Direct Connect Access. Direct Connect Access is provided on an Individual Case Basis as Special Service Arrangements pursuant to Section 8 of this tariff.

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ACCESS SERVICES

SECTION 4 - SWITCHED ACCESS SERVICE (CONT'D.)

4.2 Provision and Description of Switched Access Service Arrangements (Cont'd.)

4.2.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to provide the Company with a usage demand estimate for the first 3 months of service. This demand estimate should be included with the access order information.

4.2.3 Call Types

The following Switched Access Service call types are available:

- A. Originating 101XXXX FG Access
- B. Originating 800 FG Access
- C. Terminating FG Access

4.2.4 Originating 101XXXX FG Access

The access code for FG Access switching is a uniform access code of the form 101XXXX. A single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (#) for cut-through access to the Customer's premises. Originating 101XXXX FG Access rates also apply where service is accessed via "1+" where presubscription is available.

ACCESS SERVICES

SECTION 4 - SWITCHED ACCESS SERVICE (CONT'D.)

4.2 Provision and Description of Switched Access Service Arrangements (Cont'd.)

4.2.5 Originating 800 FG Access

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

4.2.6 Terminating FG Access

FG Access, when used in the terminating direction, may only be used to access end users who are subscribing to the Company's Local Exchange Services. Calls in the terminating direction will not be completed to 950-0XXX or 950-1XXX access codes, local operator assistance (0- and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 101XXXX access codes.

4.3 Reports and Testing

4.3.1 Design Layout Report: At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

4.3.2 Acceptance Testing: At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.

ACCESS SERVICES

SECTION 5 - SWITCHED ACCESS RATES

5.1 General

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

There are three types of rates and charges that apply to Switched Access Service:

- Non-Recurring Charges: One-time charges that apply for a specific work activity.
- Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place.
- Usage Charges: Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

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ACCESS SERVICES

SECTION 5 - SWITCHED ACCESS RATES (CONT'D.)

5.2 Rate Categories

There are Three rate categories which apply to Switched Access Service:

- End Office Switching (Includes Common Line and Switched Transport)
- Toll-Free 8XX Data Base Access Service
- Optional Features

5.2.1 Common Line

The Common Line rate category establishes the charges related to the use of Company-provided end user common lines by customers and end users for intrastate access.

5.2.2 Switched Transport

The Switched Transport rate category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications.

5.2.3 End Office Switching

The End Office Switching rate category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

ACCESS SERVICES

SECTION 5 - SWITCHED ACCESS RATES (CONT'D.)

5.2 Rate Categories (Cont'd.)

5.2.4 Toll-Free 8XX Data Base Query

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

5.2.5 Switched Access Optional Features

Following are the various optional features that are available, where the technical capability exists:

- (a) Supervisory Signaling
- (b) Alternate Traffic Routing
- (c) Cut-Through
- (d) Service Class Routing
- (e) FGD with 950 Access
- (f) Signaling System Seven (SS7)
- (g) Basic Initial Address Message Delivery
- (h) Called Directory Number Delivery
- (i) Flexible Automatic Number Identification Delivery

Other optional features may be available on an Individual Case Basis (ICB)¹.

¹ See Section 8.1

ACCESS SERVICES

SECTION 5 - SWITCHED ACCESS RATES (CONT'D.)

5.3 Billing of Access Minutes

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center - (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

ACCESS SERVICES

SECTION 5 - SWITCHED ACCESS RATES (CONT'D.)

5.4 Rates and Charges

5.4.1 Common Line

A.	Carrier Common Line Charge, per Originating Minute	\$0.000000
B.	Carrier Common Line Charge, per Terminating Minute	\$0.000000

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ACCESS SERVICES

SECTION 5 - SWITCHED ACCESS RATES (CONT'D.)

5.4 Rates and Charges (Cont'd.)

5.4.2 Switched Transport

A.	Entrance Facility		Monthly
		Nonrecurring	Recurring
	First DS1	ICB ¹	ICB ¹
	Additional DS1s	ICB ¹	ICB ¹
B.	Direct-Trunked Transport		Monthly
		Nonrecurring	Recurring
1.	Direct Transport		
	Per DS1	ICB ¹	ICB ¹
	Per DS1, per Mile	ICB ¹	ICB ¹
2.	Dedicated Trunk Port		
	Per DS1 Port	ICB ¹	ICB ¹
C.	Common Transport		
1.	Installation		Nonrecurring
	First Trunk		ICB ¹
	Additional Trunks		ICB ¹
2.	Tandem Switched, per Minute		Note 1
3.	Tandem Switched, per Minute, per Mile		Note 1
4.	Tandem Switching, per Minute		Note 1

Note 1: All access minutes are billed at a single per minute access rate found in Section 5.4.3A, Local Switching. This composite rate includes the elements traditionally billed as Carrier Common Line.

¹ See Section 8.1

ACCESS SERVICES

SECTION 5 - SWITCHED ACCESS RATES (CONT'D.)

5.4 Rates and Charges (Cont'd.)

5.4.2 Switched Transport (Cont'd.)

D. Transport Interconnection Charge

- | | | |
|----|-------------------------|--------|
| 1. | Originating, per Minute | Note 1 |
| 2. | Terminating, per Minute | Note 1 |

E. Network Blocking Charge

Per Blocked Call	\$0.008400
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Note 1: All access minutes are billed at a single per minute access rate found in Section 5.4.3A, Local Switching. This composite rate includes the elements traditionally billed as Carrier Common Line.

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ACCESS SERVICES

SECTION 5 - SWITCHED ACCESS RATES (CONT'D.)

5.4 Rates and Charges (Cont'd.)

5.4.3 End Office Switching

A. Local Switching, per Minute

1.	Originating, per Minute	\$0.02350
2.	Terminating, per Minute	
	Tandem Connect	Note 1
	Direct Connect	Note 1

Note 1: See the Company's Access Services Tariff FCC No. 1 at the following link:
<https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=801>.

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SECTION 5 - SWITCHED ACCESS RATES (CONT'D.)

5.4 Rates and Charges (Cont'd.)

5.4.4 Toll-Free 8XX Data Base Query

Per Query

\$0.0075

5.4.5 Switched Access Optional Features

All Optional Features are offered on an Individual Case Basis (ICB)¹.

¹ See Section 8.1

ACCESS SERVICES

SECTION 6 - MISCELLANEOUS CHARGES

6.1 IntraLATA PIC Change Charge

Nonrecurring Charge per Change: \$1.49

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ACCESS SERVICES

SECTION 6 - MISCELLANEOUS CHARGES (CONT'D.)

6.2 Billing Name and Address

6.2.1 Service Description

Billing Name and Address (BNA) service provides account detail of the Company's customers to interexchange carriers, operator service providers, enhanced service providers, and any other provider of interstate telecommunications services.

6.2.2 General

- A. Upon acceptance of an order for BNA service, the Company will furnish account detail for each working number submitted. Account detail consists of current data base information including the end user's billing name and billing address.
- B. Only current information which resides in the Company's data base will be provided. Customers ordering BNA service must accept BNA account detail on an "as is" basis.
- C. The Company will specify the location where requests for BNA service are to be received, and the format in which the requests are to be provided.
- D. The subscribing customer must agree that BNA information will not be resold or otherwise provided to any other person, corporation, partnership or entity, other than Customer's authorized billing agent, and that Billing Name and Address shall be used by Customer or Customer's authorized billing agent solely for:
 - 1. Billing its customers for using Customer's telecommunications services.
 - 2. Any purpose associated with the equal access requirement of United States v. AT&T, 552 F. Supp. 131 (D.D.C. 1982).
 - 3. Verification of service orders of new customers, identification of customers who have moved to a new address, fraud prevention, and similar nonmarketing purposes.

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ACCESS SERVICES

SECTION 6 - MISCELLANEOUS CHARGES (CONT'D.)

6.2 Billing Name and Address (Cont'd)

6.2.2 General (Cont'd)

For calling card calls and collect and third party billed calls, Billing Name and Address for ANI service is not available on accounts of nonpublished/unlisted end users who, by request to the Company (which request may be submitted at any time), have specified that such information not be released.

E. Manual Request

1. At the customer's option, the Company will provide BNA via manual request procedures.
2. BNA service information will be provided by the Company in standard paper format via facsimile or first class U.S. mail.
3. Wherever possible, the Company will provide Billing Name and Address for ANI data no later than ten (10) business days from the date of receipt of the customer's request. Availability of data may be delayed if errors exist in the request received from the customer.
4. In situations where the customer requests more than forty (40) BNA records on a single order, the Company will provide the requested BNA information in a time frame mutually agreed to by the customer and the Company.

F. Mechanized Request

1. At the customer's option, the Company will provide BNA, subject to procedures established for Customer Account Record Exchange (CARE).
2. The customer will submit its requests through proper CARE procedures, as revised or amended.

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ACCESS SERVICES

SECTION 6 - MISCELLANEOUS CHARGES (CONT'D.)

6.2 Billing Name and Address (Cont'd)

6.2.3 Rate Regulations

The number of BNA records for which charges apply will be accumulated by the Company, and billed to the customer on a monthly basis at the rates set forth in 6.2.4 following.

6.2.4 Rates and Charges

	BNA Request Manual	BNA Request Mechanized
Billing Name and Address for ANI		
- Per ANI Requested	\$1.00	ICB ¹

¹ See Section 8.1

ACCESS SERVICES

SECTION 6 - MISCELLANEOUS CHARGES (CONT'D.)

6.3 Local Number Portability (LNP)

Local Number Portability (LNP) allows, where facilities permit: (1) a local exchange telephone service customer to maintain the same Directory Number (DN) when changing from one telecommunications service provider to another while remaining at the same location; and (2) callers to complete calls to numbers that have been ported. This capability has been activated on a switch specific basis as specified in the Local Exchange Routing Guide (LERG) and/or the National Exchange Carrier Association Inc., F.C.C. No. 4. Tariff.

6.3.1 Local Number Portability Query Description

- A. LNP Query (LNPQ) is an advanced intelligent network capability which utilizes the common channel signaling network to query a database to secure network routing instructions before completion of a call. This database contains the Location Routing Number (LRN) that identifies the switch of the Local Service Provider that serves a customer with a ported DN. The LRN is used to direct the call to the correct network switching element for completion to the end user customer. Where more than one network is involved in completing the call, the network prior to the termination (i.e., the N-1 Network) is normally responsible for querying a LNP database to secure the LRN which is then used in routing the call. In some network arrangements, a third-party's tandem may be interposed between the N-1 carrier and the terminating network.
- B. Where the carrier does not perform a database query, and delivers a call directly to a switch in the Company's network for a NXX designated as a number portable code in the Local Exchange Routing Guide and National Exchange Carrier Association Inc. F.C.C. No. 4, the Company may perform a query for the carrier delivering the call to the Company and bill that carrier a LNP Query charge as described herein.
- C. When the Company is the first point of switching for terminating traffic to another local exchange carrier (e.g., a Company tandem switch), the Company will perform the query on behalf of the carrier delivering the call to the Company and bill that carrier a LNP Query charge as shown herein.

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SECTION 6 - MISCELLANEOUS CHARGES (CONT'D.)

6.3 Local Number Portability (LNP) (Cont'd)

6.3.2 Local Number Portability Query Arrangements

A. There are two arrangements of LNPQ available through the Company's network:

- LNP Query-Tandem
- LNP Query-End Office

B. Following is a detailed description of the available service application.

1. When the Company performs a query on behalf of a carrier delivering the call to the Company, the Company's end office or tandem switch will suspend call processing, formulate and launch a query via the common channel signaling network to a LNP database to obtain information necessary to route calls to numbers in portable NXX codes. When the necessary routing information has been returned from the LNP database to the switch originating the query, call processing is resumed and the call is routed to the correct network switching element for completion to the called party.
2. When a Company tandem switch performs the query on behalf of a carrier, a LNP Query-Tandem charge is applied whenever the call is to a NXX designated as a number portable code in the Local Exchange Routing Guide and/or National Exchange Carrier Association Inc. F.C.C. No. 4. Tariff.
3. When a Company end office switch performs the query on behalf of a carrier, a LNP Query-End Office charge will apply when the called Directory Number has ported out of the Company switch.

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SECTION 6 - MISCELLANEOUS CHARGES (CONT'D.)

6.3 Local Number Portability (LNP) (Cont'd)

6.3.3 Limitations

LNP is used on a call-by-call basis only for routing calls to number portable NXX codes, and cannot be used for purposes other than those described herein unless expressly authorized in writing by the Company.

6.3.4 Local Number Portability Network Management

The Company will administer its network to ensure the provision of acceptable service levels to all telecommunications users of the Company's network services. The Company maintains the right to apply automated or manual protective controls which would generally be applied as a result of occurrences such as failure or overload of Company facilities, customer facilities, or other networks, natural disasters, mass calling, or national security demands.

6.3.5 LNPQ Rate Regulations

The rates and charges associated with LNPQ will be billed monthly, based on recorded usage. For billing purposes, each month is considered to have thirty (30) days.

A. LNPQ Rate Elements

The LNP Query rate element provides for the identification of the Location Routing Number information associated with the directory number including transport of the query to and from the database. This charge is assessed, regardless of the outcome of the query, at either a Tandem or End Office rate depending on where the query was launched.

1. LNP Query-Tandem query charges are assessed for each non-queried call delivered by a carrier to the Company Tandem to for any NXX designated as a number portable code in the Local Exchange Routing Guide and/or National Exchange Carrier Association F.C.C. No. 4. Tariff. This charge is also assessed when a carrier delivers calls to other LECs through a Company Tandem.

ACCESS SERVICES

SECTION 6 - MISCELLANEOUS CHARGES (CONT'D.)

6.3 Local Number Portability (LNP) (Cont'd)

6.3.5 LNPQ Rate Regulations (Cont'd)

A. LNPQ Rate Elements (Cont'd)

2. LNP Query-End Office query charges are assessed to each non-queried call delivered to the Company by a carrier destined to a Directory Number that has been ported out of a Company end office switch, and the end office switch performs the query.

B. LNPQ Rates

LNP Query-Tandem (per query)	\$0.012
LNP Query-End Office (per query)	\$0.012

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ACCESS SERVICES

SECTION 7 - DEDICATED ACCESS SERVICE

The Company provides intrastate Dedicated Access Service for use as a stand-alone service, or in connection with other Company services. Dedicated Access Services are offered on a point-to-point basis. Each Dedicated Access Service is dedicated to the Customer and the entire usable bandwidth for each service is available to the Customer for their exclusive use.

Pricing for all Dedicated Access Services is on an Individual Case Basis (ICB)¹.

¹ See Section 8.1

ACCESS SERVICES

SECTION 8 - SPECIAL ARRANGEMENTS

8.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on an Individual Case Basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service, or to establish rates for services for which the Company has not yet established generically price listed rates. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. ICB arrangements are subject to Commission review.

8.2 Contracts

The Company may provide any of the services offered under this price list, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this price list do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

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