

ATTACHMENT 5

Zone Telecom, Inc.

EXPLANATION OF NOTICE CONCERNING ALL TERMS AND CONDITIONS and RATES

EXPLANATION OF STANDARD TERMS AND CONDITIONS

The attached Notice Concerning All Terms and Conditions and Rates (attached Terms and Conditions pages 1 and 2) provides that in the event of a conflict between Maine law or Public Utility Commission rules and provisions in a telephone utility's Terms and Conditions, the statute or rule will control. If a telephone utility includes these pages as the first two pages of its Terms and Conditions, the Commission will not review and suggest modifications to the remainder of the utility's terms and conditions. Inclusion of these two pages will accelerate the process for approval of terms and conditions and authority to provide service.

Nevertheless, we strongly encourage telephone utilities to avoid any conflicts between Maine law and Commission rules and a utility's Terms and Conditions. Such conflicts are not in the interest of the utility, its customers or the Commission. The best way to avoid such conflicts is to use the Commission's Standard Terms and Conditions, pages 308 of the attached Terms and Conditions. If you use Terms and Conditions of your own authorship, we strongly encourage you to incorporate by reference those Commission rules (Chapters 81, 86 and 870) that address credit and collection matters rather than using your own provisions that may conflict with those rules. It is your responsibility to ensure that your terms and conditions comply with Maine law. Maine law and Commission will or course control regardless of whether a utility includes the terms and conditions contained in Attachment 3.

Each page of the attached Terms and Conditions Notice must be signed by an officer or other person authorized to sign rate schedule and Terms and Conditions pages for the utility.

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NOTICE CONCERNING ALL TERMS AND CONDITIONS AND RATES

The State of Maine Public Utilities Commission (MPUC) requires that each telephone utility's Terms and Conditions comply with and not conflict with requirements of Maine Statutes (primarily in Title 35-A) and MPUC rules. Any provision in these Terms and Conditions or rate schedules that conflicts with a Maine statute or MPUC rule is inapplicable and will not be enforceable. The following rules apply to telephone utilities and contain provisions that affect matters that commonly appear in telephone utility Terms and Conditions:

- Chapter 204- Basic-Service Calling Areas
- Chapter 230- Installation, Maintenance and Ownership of Customer Premises Wire
- Chapter 250- Coin-operated Telephone Service
- Chapter 280- Provision of Competitive Telecommunications Services
- Chapter 291- Standards for Billing, Credit and Collection, and Customer Information for Non-Eligible Telecommunications Carriers
- Chapter 292- Chapter 292, Standards for Billing, Credit and Collection, and Customer Information For Interexchange Carriers
- Chapter 294- Lifeline and Link Up Service Programs
- Chapter 296- Selection of Primary Interexchange and Local Exchange Carriers
- Chapter 297- Anti-Cramming Rule: Registration Requirements, Complaint Procedures And Penalty Provisions for Service Providers and Billing Aggregators
- Chapter 870- Late Payment Charges, Interest Rates to Be Paid on Customer Deposits, and Charges for Returned Check Fees

NOTICE CONCERNING ALL TERMS AND CONDITIONS AND RATES, (Cont'd.)

In addition, the following provisions (the first two of which are required by statute) are part of this utility's Terms and Conditions:

1. FOR INTEREXCHANGE SERVICE:

Discount for Hearing-Impaired Customers. Upon customer request, the Company will automatically apply a 70% reduction for intrastate toll calls made from line used by certified deaf, hard-of-hearing or speech-impaired persons who must rely on teletypewriters for residential telephone communications, and others as provided in 35-A M.R.S.A. §7302. To qualify for an automatic reduction, the customer must submit an affidavit to the Company on a form approved by the Maine Public Utilities Commission, stating that due to one of the aforementioned conditions, the customer or a member of the household must rely on a teletypewriter for telephone communications, and that the equipment is connected or acoustically coupled to his telephone. Upon request, customers making calls to certified persons are eligible for a 70% rate reduction for relevant billed calls made during each billing period.

2. FOR LOCAL EXCHANGE SERVICE:

Enhanced Universal Emergency Number Service - E911 - Surcharge. An Enhanced Universal Emergency Number Service (E911) surcharge, as provided in 25 M.R.S.A. § 2927(1-A), applies per month to each residence and business access line, including PBX trunks, Centrex access lines, semipublic coin lines, and public access lines, in addition to the monthly rates for these lines specified elsewhere in these schedules. The surcharge shall not be imposed upon more than 25 lines per customer billing account.

3. FOR BOTH LOCAL AND INTEREXCHANGE SERVICES:

A surcharge for the Maine Universal Service Fund (MUSF) applies to all intrastate services billed to a retail customer. The surcharge shall not apply to surcharges such as those for Enhanced 911, the Maine Telecommunications Education Access Fund, or similar funds. The surcharge shall be equal to the Revenue Percentage established quarterly by the Administrator of the MUSF.

NOTICE CONCERNING ALL TERMS AND CONDITIONS AND RATES, (Cont'd.)**4. FOR BOTH LOCAL AND INTEREXCHANGE SERVICES:**

A surcharge for the Maine Telecommunications Education Access Fund (MTEAF) applies to all intrastate services billed to a retail customer. The surcharge shall not apply to surcharges such as those for Enhanced 911, the Maine Universal Service Fund, or similar funds. The surcharge shall be equal to the percentage of revenues established by the Maine Public Utilities Commission pursuant to Chapter 285, § 2(B) of the Commission's Rules.

5. FOR BOTH LOCAL AND INTEREXCHANGE SERVICES:

Any provisions in these Terms and Conditions that limit liability or damages do not apply to the extent they conflict with 11 M.R.S.A. §2-316(5) of the Maine Revised Statutes, Exclusion or Modification of Warranties.

This utility agrees that it is responsible for complying with all applicable rules of the Maine Public Utilities Commission and with the Maine Revised Statutes. It understands that if it applies or enforces any provision of these Terms and Conditions that is in conflict with a rule of the Maine Public Utilities Commission, or the Maine Revised Statutes, the rule or statute will govern; and the utility may be subject to action by the Consumer Assistance Division of the Maine Public Utilities Commission or an investigation by the Commission pursuant to 35-A M.R.S.A. §1303.

SECTION 1 – TERMS AND CONDITIONS**1.1 Definitions****AGENCY**

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

ALTERNATE ROUTING ("AR")

Allows E911 calls to be routed to a designated alternate location if (1) all E911 exchange lines to the primary PSAP (see definition of PSAP below) are busy, or (2) the primary PSAP closes down for a period (night service).

ANALOG

A transmission method employing a continuous (rather than a pulsed or digital) electrical signal that varies in amplitude or frequency in response to changes of sound, light, position, etc., impressed on a transducer in the sending device.

APARTMENTS

A building or group of buildings used primarily to provide complete residential apartments but not lodging on a day-to-day basis.

ASCII

American Standard Code for Information Interchange. An eight-level code for data transfer adopted by the American Standards Association.

ASYNCHRONOUS

Transmission in which each information character is individually synchronized usually by the use of start-stop elements. The gap between each character is not of a fixed length.

SECTION 1 – TERMS AND CONDITIONS (Cont'd.)**1.1 Definitions, (Cont'd.)****AUTHORIZED USER**

A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

ATTENDANT

An operator of a PBX console or telephone switchboard.

AUTOMATIC LOCATION IDENTIFICATION ("ALI")

The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

AUTOMATIC NUMBER IDENTIFICATION ("ANI")

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

BIT

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

BUILDING

A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designed for permanent occupancy.

CALL INITIATION

The point in time when the exchange network facility are initially allocated for the establishment of a specific call.

SECTION 1 – TERMS AND CONDITIONS (Cont'd.)**1.1 Definitions, (Cont'd.)****CALL TERMINATION**

The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

CENTRAL OFFICE

An operating office of the Company where connections are made between telephone exchange lines.

CENTRAL OFFICE LINE

A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

CHANNEL

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

CHANNEL CONVERSION

The termination of 1.544. Mbps Service at a customer's location with conversion of the digital signal to 24 analog voice grade circuits. Channel Conversion can be furnished by the customer.

CHANNEL SERVICE UNIT ("CSU")

The equipment located at the customer's premises which terminates each 1.544 Mbps Digital Loop and performs such functions as proper termination of facilities, regeneration of signals, recognition and correction of signal format errors and provides remote loop-back capability.

SECTION 1 – TERMS AND CONDITIONS (Cont'd.)**1.1 Definitions, (Cont'd.)****COLLEGE**

An establishment for higher education authorized to confer degrees where lodging for the students is maintained on the premises.

COMMUNICATIONS SYSTEMS

Channels and other facilities which are capable of two-way communications between subscriber -provided terminal equipment or Telephone Company stations, even when not connected to exchange and message toll communications service.

COMPANY

Zone Telecom, Inc., unless otherwise clearly indicated from the context.

COMMISSION

Maine Public Utility Commission

CONTRACT

The agreement between the Company and the Customer that together with this Price List, governs the provision of Exchange Services by the Company to the Customer.

CUSTOMER

The person, firm, corporation, or other entity which orders service pursuant to the contract and this Price List and utilizes service provided under Price List by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the contract and the Price List.

CUSTOMER PREMISES EQUIPMENT (CPE)

Equipment provided by the customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

SECTION 1 – TERMS AND CONDITIONS (Cont'd.)**1.1 Definitions, (Cont'd.)****DEFAULT ROUTING ("DR")**

When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

DEMARCATION POINT

The physical dividing point between the Company's network and the customer.

DIAL PULSE ("DP")

The pulse type employed by a rotary dial station set.

DIRECT INWARD DIAL ("DID")

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

DIRECT OUTWARD DIAL ("DOD")

A service attribute that allows individual station users to access and dial outside numbers directly.

DIGITAL

A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

SECTION 1 – TERMS AND CONDITIONS (Cont'd.)**1.1 Definitions, (Cont'd.)****DS-3**

Digital Service, Level 3. The equivalent of 28 DS-1 Channels and capable of operating at 44.736 Mbps.

DUAL TONE MULTI-FREQUENCY ("DTMF")

The pulse type employed by tone dial station sets. (Touch tone)

EMERGENCY SERVICE NUMBER ("ESN")

A unique code, assigned by the Company, used to define specific combinations of police, fire and/or ambulance jurisdictions, or any other authorized agency, which are designated by the customer.

E911 SERVICE AREA

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

E911 CUSTOMER

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

ERROR

A discrepancy or unintentional deviation by the Company from what is correct or true. An "error", can also be an omission in records.

EXCHANGE

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

SECTION 1 – TERMS AND CONDITIONS (Cont'd.)**1.1 Definitions, (Cont'd.)****EXCHANGE ACCESS LINE**

A central office line furnished for direct or indirect access to the exchange system.

EXCHANGE SERVICE

The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

FINAL ACCOUNT

A customer whose service has been disconnected who has outstanding charges still owed to the Company.

FLAT RATE SERVICE

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

GROUND START

Describes the signaling method between the PBX/key system interface and the Company's switch. It is the signal requesting service.

HANDICAPPED PERSON

A person who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 #126 dated June 30, 1970).

Legally Blind - a person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.

Visually Handicapped - a person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.

SECTION 1 – TERMS AND CONDITIONS (Cont'd.)**1.1 Definitions, (Cont'd.)**

Physically Handicapped - a person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation, or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone.

The term "Handicapped Person", when used in connection with a person having a speech or hearing impairment which requires that they communicate over telephone facilities by means other than voice is defined below:

Hearing - a person with binaural hearing impairment of 60% or higher on the basis of the procedure developed by the American Academy of Otolaryngology (A.A.O.) as set forth in "Guide for Conservation of Hearing in Noise" 38-43, A.A.O., 1973; "guides to the Evaluation of Permanent Impairment" 103-107, American Medical Association, 1971.

Speech - a person with 65% or higher of impairment on the basis of the procedure recommended by the American Medical Association's Committee on Rating of Mental and Physical Impairment to evaluate speech impairment as to three categories: audibility, intelligibility and functional efficiency, as set forth in "Guides to the Evaluation of Permanent Impairment" 109-III, American Medical Association, 1971.

HOSPITAL

An establishment for treatment of human patients by members of the medical profession where lodging for the patients is maintained on the premises.

HOTEL

An establishment offering lodging with or without meals to the general public on a day-to-day basis.

INCOMING SERVICE GROUP

Two or more central office lines arranged so that a call to the First line is completed to a succeeding line in the group when the first line is in use.

SECTION 1 – TERMS AND CONDITIONS (Cont'd.)**1.1 Definitions, (Cont'd.)****INTERFACE**

That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

INTEROFFICE MILEAGE

The segment of a line which extends between the central offices serving the originating and terminating points.

INTERRUPTION

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

JOINT USER

A person, firm, or corporation which uses the telephone service of a subscriber as provided in Section 1 of the Price List.

KILOBIT

One thousand bits.

LATA

Local Access and Transport Area. The area within which the Company provides local and long distance ("intraLATA") service. For call to numbers outside this area ("interLATA") service is provided by long distance companies.

LINK

The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

SECTION 1 – TERMS AND CONDITIONS (Cont'd.)**1.1 Definitions, (Cont'd.)****LEASED CHANNEL**

A non-switched electrical path used for connection of equipment furnished by the subscriber to equipment furnished by the subscriber or the Company for a specific purpose.

LOCAL CALL

A call which, if placed by a customer over the facilities of the Company, is not rated as a toll call.

LOCAL CALLING AREA

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

LOCAL SERVICE

Telephone exchange service within a local calling area.

LOOP START

Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

LOOPS

Segments of a line which extend from the serving central office to the originating and to the terminating point.

MEGABIT

One million bits.

SECTION 1 – TERMS AND CONDITIONS (Cont'd.)**1.1 Definitions, (Cont'd.)****MESSAGE RATE SERVICE**

A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

MOVE

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

MULTI-FREQUENCY ("MF")

An inter-machine pulse-type used for signaling between telephone company switches, or between telephone company switches and PBX/key systems.

MULTILINE HUNT

A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

NETWORK CONTROL SIGNALING

The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status and charging signals), address signaling (e.g. dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting) to control the operation of switching machines in the telecommunications system.

SECTION 1 – TERMS AND CONDITIONS (Cont'd.)**1.1 Definitions, (Cont'd.)****NETWORK CONTROL SIGNALING UNIT**

The terminal equipment furnished, installed and maintained by the Telephone Company for the provision of network control signaling.

NODE

The location to which digital channels are routed and where access is provided to such lines and associated equipment for testing.

PBX

A private branch exchange.

PORt

A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the customer. A port connects a link to the public switched network.

PREMISES

The space occupied by a customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

PRI

The Primary Rate Interface is an Integrated Services Digital Network (ISDN) circuit running at 1.544 megabits per second.

PRIVATE BRANCH EXCHANGE SERVICE

Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

SECTION 1 – TERMS AND CONDITIONS (Cont'd.)**1.1 Definitions, (Cont'd.)****PUBLIC ACCESS LINE SERVICE**

Service providing facilities for a customer owned coin operated telephone ("COCOT").

PUBLIC SAFETY ANSWERING POINT ("PSAP")

An answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

RATE CENTER

A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

REFERRAL PERIOD

The time frame during which calls to a number which has been changed will be sent to a recording which will inform the caller of the new number.

RESALE OF SERVICE

The subscription to communications service and facilities by one entity and the reoffering of communications service to others (with or without 'adding value') for profit.

SAME PREMISES

All space in the same building in which one subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

SECTION 1 – TERMS AND CONDITIONS (Cont'd.)**1.1 Definitions, (Cont'd.)****SELECTIVE ROUTING ("SR")**

A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

SERVING CENTRAL OFFICE

The central office from which local service is furnished.

SHARING

An arrangement in which several users collectively use communications service and facilities provided by a carrier, with each user paying a pro-rata share of the communication related costs.

STATION

Each telephone on a line and where no telephone associated with the line is provided on the same premises and in the same building, the first termination in station key equipment or a jack for use with a portable telephone.

SUSPENSION

Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

SYNCHRONOUS

Transmission in which there is a constant time interval between bits, characters or events.

T-1

A type of digital carrier system transmitting voice or data at 1.544 Mbps. A T-1 carrier can handle up to 24 multiplexed 64 Kbps digital voice/data channels. A T-1 carrier system can use metallic cable, microwave radio or optical fiber as transmission media.

SECTION 1 – TERMS AND CONDITIONS (Cont'd.)**1.1 Definitions, (Cont'd.)****TELEPHONE CALL**

A voice connection between two or more telephone stations through the public switched exchange system.

TELEPHONE GRADE LINES

Lines furnished for voice transmission or for certain signaling purposes.

TERMINATION OF SERVICE

Discontinuance of both incoming and outgoing service.

TIE LINE

A dedicated line connecting two switchboards or dial systems.

TOLL CALL

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

TONE DIAL SIGNALING ("TD")

An electronic signal emitted by the circuitry of Touch-Tone-type push-button dials to represent a dialed digit.

TWO WAY

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

USER

A customer, joint user, or any other person authorized by a customer to use service provided under this Price List.

SECTION 1 – TERMS AND CONDITIONS (Cont'd.)**1.2 General Description of Services Offered**

- 1.2.1 These Terms and Conditions and Rate Schedules govern Company services originating and terminating at points within Maine. Specific services and rates are described in the Rate Schedules.
- 1.2.2 The Company's intrastate service territory consists of the entire state of Maine. Company services are available 24 hours per day, 7 days a week.
- 1.2.3 Company services are available for both residential and non-residential customers.

1.3 Calculation of Rates

- 1.3.1 Rates for service are based on airline mileage between rate centers of the calling and called stations. The location of Rate Centers is based on information provided by Bell Operating Companies. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Price List F.C.C. No. 4.
- 1.3.2 The chargeable time of a call is times and measured by the underlying carrier. Timing of calls begins when the call is answered at the called station. Different rates may apply depending on the time of day or day of week the call is made. Calls originating in one-time period and terminating in another time period will be billed according to the rates in effect during each portion of the call.
- 1.3.3 Upon customer request, the Company will automatically apply a 70% rate reduction for intrastate toll calls made from lines used by certified deaf, hard-of-hearing or speech-impaired persons who must rely on teletypewriters for residential telephone communications, and others as provided in 35-A M.R.S.A. '7302. To qualify for an automatic reduction, the customer must submit an affidavit to the Company on a form approved by the Maine Department of Human Services, stating that due to one of the aforementioned conditions, he or a member of the household must rely on a teletypewriter for telephone communications, and that the equipment is connected or acoustically coupled to his telephone. Upon request, customers making calls to certified persons are eligible for a 70% rate reduction for relevant billed calls made during each billing period.

SECTION 1 – TERMS AND CONDITIONS (Cont'd.)**1.4 Credit, Collection and Dispute Resolution Procedures**

- 1.4.1 Residential Customers: Application for service, billing, payment, deposit, disconnection, dispute resolution and other credit and collection procedures for residential customers are governed by Chapters 81 and 870 of the Maine Public Utilities Commission's Rules.
- 1.4.2 Nonresidential Customers: Application for service, billing, payment, deposit, disconnection, dispute resolution and other credit and collection procedures for nonresidential customers are governed by Chapters 86 and 870 of the Maine Public Utilities Commission's Rules.
- 1.4.3 The Company does not charge a fee to establish service.
- 1.4.4 For billing purposes, service is established on the date the customer's local exchange carrier switches the customer's service to the reselling Company's network..
- 1.4.5 The Company bills charges monthly in arrears. For billing purposes, a month consists of thirty (30) days.
- 1.4.6 The Company does not charge a fee to restore service that was disconnected for non-payment of bills, violation of the Terms and Conditions, or fraudulent use of the Company's services.
- 1.4.7 All state and local taxes (i.e., sales tax) are listed as separate line items and are not included in the rates quoted in the Rate Schedules.
- 1.4.8 As provided in Chapter 870 of the Maine Public Utilities Commission's Rules, the Company charges \$5.00 per account to which the check is applied or the amount of the bank charges the company, not to exceed \$15.00 for each check or other payment type submitted by the Customer to the Company and returned for nonpayment by a bank. If the company charges more than \$5.00, the company shall furnish the customer with proof of the bank charge.

SECTION 1 – TERMS AND CONDITIONS (Cont'd.)**1.4 Credit, Collection and Dispute Resolution Procedures (Cont'd.)**

1.4.9 All customer bills are due and payable when presented. The bill becomes past due no less than 30 days after postmarked. Once a bill is past due, the carrier may proceed with collection activities per Chapter 81 or 860, and a late payment shall be charged on the undisputed past due amount, calculated at the maximum monthly rate specified in Chapter 870 as updated in November of each year by the Commission's Director of Finance.

1.4.10 Customer complaints are handled by a full service customer service department. Customers may call (866) 933-9663 from 8:00 a.m. to 11:00 p.m., five days a week, or submit a written complaint to:

ZONE Telecom, Inc. Headquarters
3 Executive Campus, Suite 520
Cherry Hill, NJ 08002
Phone: 856 667 2550
Fax: 856 667 2551

If the customer is not satisfied with the Company response, the Customer may contact the Consumer Assistance Division, Maine Public Utilities Commission, 18 State House Station, 242 State Street, Augusta ME 04333-0018. Telephone: 800-452-4699 or 207-287-3831. Facsimile: 207-287-1039

SECTION 1 – TERMS AND CONDITIONS (Cont'd.)**1.5 Interruption of Service/Liability**

- 1.5.1 The Company will attempt to provide continuous and uninterrupted service. When the Company schedules a service interruption for maintenance or repairs, the Company will notify customers of the cause and expected duration of the interruption at least 24 hours in advance, when possible.
- 1.5.2 The Company's liability for damages arising out of mistakes, interruptions, omission, delays, errors, or defects in the transmission occurring in furnishing service or in Company facilities, and not caused by the negligence of its employees or agents, will not exceed the amount that the Company would have charged the customer for service for the period the aforementioned faults occur.
- 1.5.3 Upon customer request, the Company will credit a customer's account for service interruptions which are not due to the Company's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer. Before requesting a credit, the customer will take reasonable steps to verify that the trouble could not have been prevented by the customer and is not in the customer's wiring or equipment. For purposes of computing a credit for leased facilities, a month consists of 720 hours. The Company will credit the customer's account at the rate of 1/.720th of the monthly charge for the facilities affected for each full hour of the interruption.
- 1.5.4 The Company is protected against customer claims for libel, slander, or copyright infringement arising from the material, data, information, or other content transmitted using Company services. The Company is protected against all other claims arising from any act or omission of the customer while using Company services.

1.6 Customer Responsibility**1.6.1 Cancellation by Customer**

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

SECTION 1 – TERMS AND CONDITIONS (Cont'd.)**1.7 Payment for Service**

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

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

Certain telecommunications services, as defined in the Maine Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Maine, or both, and are charged to a subscriber's telephone number or account in Maine. Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

1.8 Use of Another Means of Communications

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

1.9 Advance Payment

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. The advance payment will be applied to the first full billing cycle statement and additional one (1) month advance payment will be required for each subsequent month. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

SECTION 1 – TERMS AND CONDITIONS (Cont'd.)**1.10 Taxes and Fees****1.10.1 Maine Universal Service Fund**

A surcharge for the Maine Universal Service Fund (MUSF) applies to all intrastate services billed to a retail Customer for service provided on or after May 1, 2003. The surcharge shall not apply to surcharges such as those for Enhanced 911, the Maine Telecommunications Education Access Fund, or similar funds. The surcharge shall be equal to the Revenue Percentage established quarterly by the Administrator of the MUSF.

SECTION 2 - GENERAL RULES AND REGULATIONS**2.1 USE OF FACILITIES AND SERVICE****2.1.1 Obligation of the Company**

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Price List until the indebtedness is satisfied.

SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)**2.1 USE OF FACILITIES AND SERVICE (cont'd)****2.1.2 Limitations on Liability****a. Indemnification by Customer**

The customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company or the customer. In the event any such infringing use is enjoined, the customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement.

b. Customer-Provided Equipment

The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by customer-provided equipment or premises wire.

c. Use of Facilities of Other Companies

When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.1 USE OF FACILITIES AND SERVICE (cont'd)

2.1.2 Limitations on Liability (cont'd)

- d. [Reserved for future use]

SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)**2.1 USE OF FACILITIES AND SERVICE (cont'd)****2.1.3 Use of Service**

Any service provided under this Price List may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Price List, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The customer may advise its customers that a portion of its service is provided by the Company, but the customer shall not represent that the Company jointly participates with the customer in the provision of the service.

2.1.4 Use and Ownership of Equipment

The equipment, apparatus, channels and lines of the Company and the Company's underlying carriers shall be carefully used. Equipment furnished by the Company or its underlying carriers shall remain their respective property and shall be returned whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

2.1.5 Directory Errors

In the absence of gross negligence or willful misconduct and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.

An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:

SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)**2.1 USE OF FACILITIES AND SERVICE (cont'd)****2.1.5 Directory Errors (cont'd)**

- 1) Free Listings: For free or no-charge published directory listings, credit shall be given at the rate of two times the monthly Price List rate for an additional or charge listing for each individual, auxiliary or party line, PBX trunk or Centrex attendant loop affected, for the life of the directory or the charge period during which the error, mistake or omission occurs.
- 2) Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly Price List rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
- 3) Operator records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected. (Where Centrex attendant loops are involved, credit shall be given at the rate of 2/30ths of the basic monthly rate for PBX trunks.)
- 4) Credit limitation: The total amount of the credit provided for the preceding paragraphs 1, 2, and 3 shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in paragraph 3, for the line or lines in question.
- 5) Definitions: As used in Paragraphs 1, 2, 3, and 4 above, the terms "error," "mistake" or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on an incorrect street or in an incorrect community.

SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)**2.1 USE OF FACILITIES AND SERVICE (cont'd)****2.1.5 Directory Errors (cont'd)**

6) Notice: Such allowances or credits as specified in Paragraphs 1, 2, and 3 above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

2.2 MINIMUM PERIOD OF SERVICE**2.2.1 General**

The minimum period of service is one year except as otherwise provided in the Contract or this Price List. The customer must pay the regular Price Listed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.2 MINIMUM PERIOD OF SERVICE (cont'd)

2.2.2 [Reserved for future use]

SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)**2.3 PAYMENT FOR SERVICE RENDERED****2.3.1 Responsibility for All Charges**

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all local and toll calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge.

2.3.2 Deposits

Subject to special provisions as may be set forth below and in Sections 2.9 and 2.10 of this Price List, any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated local service and intraLATA toll charges for up to two months for the facilities and service. If the minimum period of service for the requested facilities and service is more than one month, as specified in this Price List, the customer may also be required to deposit a sum up to an amount equal to the total charges for service for the minimum service period less any connection charge paid by the customer.

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

SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)**2.3 PAYMENT FOR SERVICE RENDERED (cont'd)****2.3.2 Deposits (cont'd)****a. Interest on Deposits**

Interest at the rate of the average of 1-year Treasury Bills for September, October and November of the previous year is payable on deposits without deductions for taxes thereon unless otherwise required by law.

b. Inadequate Deposit

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

c. Return of Deposit

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

SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)**2.3 PAYMENT FOR SERVICE RENDERED (cont'd)****2.3.3 Payment of Charges**

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the overpayment is received by the Company.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if objection is not received by the Company within two months after the bill is rendered.

SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)**2.3 PAYMENT FOR SERVICE RENDERED (cont'd)****2.3.4 Return Check Charge**

As provided in Chapter 870 of the Maine Public Utilities Commission's Rules, the Company charges \$5.00 per account to which the check is applied or the amount of the bank charges the company, not to exceed \$15.00 for each check or other payment type submitted by the Customer to the Company and returned for nonpayment by a bank. If the company charges more than \$5.00, the company shall furnish the customer with proof of the bank charge.

2.3.5 Late Payment Charges

- a. Maximum Interest Rate. The Company will not impose a late payment charge in excess of the Indexed Late Payment Interest Rate on the amount overdue on any bill issued in accordance with the Company's terms and conditions of service. The Indexed Late Payment Interest Rate shall be the Prime Rate as published in the Wall Street Journal on November 1, or on the next date of publication, plus 800 basis points rounded to the nearest quarter percent (0.25%), not to exceed 18.00% annually. If the stated Prime rate is a range, the midpoint of the range shall be used.
- b. Annual Notice of Late Payment Interest Rate. The Commission's Director of Finance shall notify utilities no later than November 15 each year of the maximum annual interest rate a utility may charge during the next calendar year beginning January 1. The Director shall specify both an annual maximum rate and the monthly equivalent maximum compounded rate, either of which may be used at the option of the utility.

SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)**2.3 PAYMENT FOR SERVICE RENDERED (cont'd)****2.3.5 Late Payment Charges (cont'd)**

- c. Amount Overdue. An amount is overdue when it has not been paid by the due date. The due date will not be less than 25 days after the bill is mailed or hand delivered to the customer. A bill is considered to have been mailed on the date it is postmarked. If there is no postmark, the Company will date the bill and deliver the bill on or before that date. If the Company mails its bills to customers from a location outside Maine and requires customers to mail payments to a location outside Maine, the "due date" will be extended five (5) days (for a total of 30 days).
- d. Disputed Bill. No late payment fee will be imposed for any time period in which a bill is in dispute pursuant to applicable Commission rules. A customer will have a minimum of 25 days from the date of the resolution of the dispute to remit payment to the Company in order to avoid a late payment charge.
- e. Exemption for Customers on Levelized Payment Plans. No late payment charges will be imposed for an amount overdue that is the sole result of a budget payment plan (in which interest is paid on credit balances) or from levelized payments under a special payment arrangement developed according to the Winter Disconnection Rule (Chapter 81(17)) of the Commission's rules.
- g. Applicability. The Company will seek a late payment charge for overdue residential and non-residential customers.

SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)**2.3 PAYMENT FOR SERVICE RENDERED (cont'd)****2.3.6 Customer Overpayments**

The Company will provide interest on customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be of the customer deposit interest rate.

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by the Company.

2.4 INSTALLATION SERVICE

The Company provides a Half-Day Installation Plan, which offers customers half-day appointments (i.e., morning/afternoon or a rolling interval) for connection of Commission regulated service involving a customer premise visit.

2.5 ACCESS TO CUSTOMER'S PREMISES

The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)**2.6 TELEPHONE SURCHARGES/TAXES**

In addition to the rates and charges applicable according to the rules and regulations of this Price List, various surcharges and taxes may apply to the customer's monthly billing statement. The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges, contributions and taxes (however designated) (including without limitation universal service contributions, telephone relay service contributions, sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of the Company's services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.

2.7 SUSPENSION OR TERMINATION OF SERVICE**2.7.1 Suspension or Termination for Nonpayment**

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the customer will be billed a Connection Charge as well as any payment due and any applicable deposits upon reconnection.

- A. Termination shall not be made until at least 20 days after written notification has been mailed to the billing address of the customer.
- B. Suspension for residential customers will not be made until at least 14 days after written notification has been mailed to the customer and 20 days before the termination of service.
- C. Suspension for business customers will not be made until at least 7 days after written notification has been mailed to the customer and 20 days before the termination of service.

SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.7 SUSPENSION OR TERMINATION OF SERVICE

2.7.1 Suspension or Termination for Nonpayment (cont'd)

D. Telephone service shall only be suspended between 8:00 AM and 7:30 PM, on Monday through Thursday, and between 8:00 AM and 3:00 PM on Friday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)**2.7 SUSPENSION OR TERMINATION OF SERVICE (cont'd)****2.7.2 Exceptions to Suspension and Termination**

Telephone service shall not be suspended or terminated for:

- a. Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;
- b. Nonpayment for service for which a bill has not been rendered;
- c. Nonpayment for service which have not been rendered;
- d. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.

Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so.

- e. Nonpayment of back billed amounts.

2.7.3 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- a. The Company has verified, in a manner approved by the Public Utility Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- b. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the opening of business on that day.

SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)**2.7 SUSPENSION OR TERMINATION OF SERVICE (cont'd)****2.7.4 Termination For Cause Other Than Nonpayment****a. General**

The Company, after notice in writing to the customer and after having given the customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the customer satisfies the indebtedness within 20 days after written notification. See Section 2.10.7 regarding Deferred Payment Agreements.

SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)**2.7 SUSPENSION OR TERMINATION OF SERVICE (cont'd)****2.7.4 Termination For Cause Other Than Nonpayment (cont'd)****b. Prohibited, Unlawful or Improper Use of the Facilities or Service**

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

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

SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)**2.7 SUSPENSION OR TERMINATION OF SERVICE (cont'd)****2.7.4 Termination For Cause Other Than Nonpayment (cont'd)**

- c. Abandonment or Unauthorized Use of Facilities
 - 1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.
 - 2. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:
 - a. No charge shall apply for the period during which service had been terminated, and
 - b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)**2.7 SUSPENSION OR TERMINATION OF SERVICE (cont'd)****2.7.4 Termination For Cause Other Than Nonpayment (cont'd)****d. Change in the Company's Ability to Secure Access**

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the customer may require termination of a customer's service until such time as new arrangements can be made. No charges will be assessed the customer while service is terminated, and no connection charges will apply when the service is restored.

2.7.5 Emergency Termination of Service

The Company will immediately terminate the service of any customer, on request, when the customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)**2.8 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS****2.8.1 Application of Rates**

- a. Business rates as described in Section 7 apply to service furnished:
 1. In office buildings, stores, factories and all other places of a business nature;
 2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
 3. At any location when the listing or public advertising indicates a business or a profession;
 4. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
 5. At any location where the customer resells or shares exchange service;
- b. The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.

SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)**2.8 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS (Cont'd)****2.8.2 Telephone Number Changes**

When a business customer requests a telephone number change, the referral period for the disconnected number is 180 days.

The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 5.9 of this Price List.

When service in an existing location is continued for a new customer, the existing telephone number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

2.8.3 Deposits

Deposits will be returned to a business customer upon cancellation of service or after one year, whichever event occurs first, unless the customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the customer.

2.8.4 Dishonored Checks

If a business customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)**2.9 ALLOWANCES FOR INTERRUPTIONS IN SERVICE**

Interruptions in service, which are not due to the negligence of, or non-compliance 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 below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Price List.

2.9.1 Credit for Interruptions

- a. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- b. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- c. A credit allowance will be given, upon request of the customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:
 - i. if interruption continues for less than 24 hours:
 - a) 1/30th of the monthly rate if it is the first interruption in the same billing period.
 - b) 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.

SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)

2.9 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (cont'd)

2.9.1 Credit for Interruptions (cont'd)

c. (cont'd)

ii. if interruption continues for more than 24 hours:

SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)**2.9.1 Credit for Interruptions (cont'd)**

c. (cont'd)

- ii. if interruption continues for more than 24 hours: (cont'd)
 - a) if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.
 - b) for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

d. **Credit to Customer**

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)**2.9.1 Credit for Interruptions (cont'd)****e. "Interruption" Defined**

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Price List, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Price List. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Price List, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

2.9.2 Limitations on Credit Allowances

No credit allowance will be made for:

- a) interruptions due to the negligence of, or non-compliance with the provisions of this Price List, by any party other than the Company, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
- b) interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;
- c) 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;

SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)**2.9.2 Limitations on Credit Allowances (cont'd)**

- d) 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;
- e) interruptions of service due to circumstances or causes beyond the control of the Company.

2.10 AUTOMATIC NUMBER IDENTIFICATION**2.10.1 Regulations**

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by Price List, to any entity (ANI recipient), only under the following terms and conditions:

- 1) The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- 2) The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- 3) The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

SECTION 2 - GENERAL RULES AND REGULATIONS (cont'd)**2.10 AUTOMATIC NUMBER IDENTIFICATION (cont'd)****2.10.1 Regulations (cont'd)**

- 4) The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- 5) Telephone Corporations must make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.
- 6) Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

SECTION 3 - CONNECTION CHARGES**3.1 CONNECTION CHARGE****3.1.1 General**

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

3.1.2 Exceptions to the Charge

- a. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.
- b. No charge applies for one change in the class of residence service, provided that the change is ordered within 90 days of the initial connection of the customer's exchange service.
- c. The Company may from time to time waive or reduce the charge as part of a promotion. See Section 5.2.

SECTION 3 - CONNECTION CHARGES (cont'd)**3.2 RESTORAL CHARGE**

A restoral charge applies each time a service is reconnected after suspension or termination or nonpayment but before cancellation of the service, as deemed in Section 2.8 of this Price List.

Business (DS1)	\$ 50.00
Business (DS3)	\$500.00

3.3 MOVES, ADDS AND CHANGES

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

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

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add: The addition of a vertical service to existing equipment and/or service at one location.

Change: Change - including rearrangement or reclassification - of existing service at the same location.

Business Charge Per Order:

:	<u>Move</u>	\$100.00
	<u>Add</u>	\$100.00
	<u>Change</u>	\$100.00

SECTION 3 - CONNECTION CHARGES (cont'd)**3.4 CHARGES ASSOCIATED WITH PREMISES VISIT****Trouble Isolation Charge**

When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

Per hour rate per technician:	\$250.00
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3.5 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE

Customers may be presubscribed to the carrier of their choice for both interLATA and intraLATA service. The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's intraLATA or interLATA service after the initial installation of service.

PICC Charge	\$10.00
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SECTION 4 - SUPPLEMENTAL SERVICES**4.1 SERVICE AND PROMOTIONAL TRIALS****4.1.1 General**

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

4.1.2 Regulations

- a. Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
- b. During a Service Trial, the service(s) is provided automatically to all eligible customers, except those customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.
- c. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, customers that do not contact the Company will be disconnected from the service.

SECTION 4 - SUPPLEMENTAL SERVICES (Cont'd.)**4.1 SERVICE AND PROMOTIONAL TRIALS (Cont'd)****4.1.2 Regulations (Cont'd)**

- d. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.
- e. The Company retains the right to limit the size and scope of a Promotional Trial.
- f. Promotional service offerings will not have a duration of longer than 6 months in any rolling 12-month period which commences as of the effective date of the filed promotion.

4.2 BUSY VERIFICATION AND INTERRUPT SERVICE**4.2.1 General**

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

SECTION 4 - SUPPLEMENTAL SERVICES (Cont'd.)**4.2 BUSY VERIFICATION AND INTERRUPT SERVICE (Cont'd)****4.2.2 Rate Application**

- a. A Verification Charge will apply when:
 1. The operator verifies that the line is busy with a call in progress, or
 2. The operator verifies that the line is available for incoming calls.
- b. Both a Verification Charge and an Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.
- c. No charge will apply when the calling party advises that the call is from an official public emergency agency.

4.2.3 Rates

Verification Charge, each request	\$15.00
Interrupt Charge, each request	\$15.00

SECTION 4 - SUPPLEMENTAL SERVICES (Cont'd.)**4.3 TRAP CIRCUIT SERVICE****4.3.1 General**

Trap Circuit Service is designed to allow the customer to control the release of an incoming call so that in situations involving emergency or nuisance calls, calls may be held and traced.

4.3.2 Regulations

- a. This service is provided when there is a continuing requirement for the identification of the calling party in cases involving nuisance calls or emergency situations or other situations involving law enforcement or public safety.
- b. The customer shall be required to sign a written request for this service. By signing the request the customer shall release the Company from any liability, and the customer agrees to indemnify and hold the Company harmless from any liability it may incur in providing this service. The Company may require the recommendation of an appropriate law enforcement agency prior to providing this service. Any information obtained by the Company in the tracing of a call will be provided only to the law enforcement agency designated. The only exception to this will be emergency situations such as fire, serious illness or other similar situations, in which case the appropriate agency will be notified.
- c. The equipment required to provide this service cannot be operated in all central offices. The service is restricted to locations where facilities permit.
- d. The Company makes no guarantee concerning the tracing and identification of any call when the service is provided. The Company will furnish the service only on the express condition that no liability shall attach to it for any reason arising out of the provision of the service.

4.3.3 Rates

Upon request for this service, the monthly charge to the customer will be increased by any charges incurred by the Company for the provision of this service.

SECTION 4 - SUPPLEMENTAL SERVICES (Cont'd.)**4.4 DIRECTORY ASSISTANCE SERVICE****4.4.1 General**

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

4.4.2 Regulations

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

- a. Calls from coin telephones, including COCOTS.
- b. Requests for telephone numbers of non-published service.
- c. Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company of the error in order to receive credit.
- d. Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory. Individuals must be certified in accordance with the terms outlined under "Handicapped Person" in Section 10 of this Price List, up to a maximum of 50 requests per month.

4.4.3 Rates

Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator:

Per Query: \$0.85

SECTION 4 - SUPPLEMENTAL SERVICES (Cont'd.)**4.5 LOCAL OPERATOR SERVICE**

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. Where no local charge applies (flat rate service), the usage charge is \$0.00. In addition to usage charges, an operator assistance charge applies to each call:

Local Operator Assistance, per call: \$0.85

4.6 CUSTOMIZED NUMBER SERVICE**4.6.1 General**

- a. Customized Number Service allows a customer to order a specified telephone number rather than the next available number.
- b. Customized Number Service is furnished subject to the availability of facilities and requested telephone numbers.
- c. The Company will not be responsible for the manner in which Customized Numbers are used for marketing purposes by the customer.
- d. When a new customer assumes an existing service which includes Customized Number Service, the new customer may keep the Customized Number, at the Price Listed rate, with the written consent of the Company and the former customer.

SECTION 4 - SUPPLEMENTAL SERVICES (Cont'd.)**4.6 CUSTOMIZED NUMBER SERVICE****4.6.1 General**

e. The Company reserves and retains the right:

1. To reject any request for specialized telephone numbers and to refuse requests for specialized telephone numbers;
2. Of custody and administration of all telephone numbers, and to prohibit the assignment of the use of a telephone number by or from any customer to another, except as otherwise provided in this Price List;
3. To assign or withdraw and reassign telephone numbers in any exchange area as it deems necessary or appropriate in the conduct of its business.
4. The limitation of liability provisions of this Price List in Section 2.1.1 are applicable to Customized Number Service.

4.6.2 Conditions

a. Charges for Customized Number Service apply when a customer:

1. Requests a telephone number other than the next available number from the assignment control list, and such requested number is placed into service within six months of the date of the request.
2. Requests a number change from the customer's present number to a Customized Number.

b. The Company shall not be liable to any customer for direct, indirect or consequential damages caused by a failure of service, change of number, or assignment of a requested number to another customer whether prior to or after the establishment of service. In no case shall the Company be liable to any person, firm or corporation for an amount greater than such person, firm or corporation has actually paid to the Company for Customized Number Service.

4.6.3 Rates

Set-up Charges	
Business Customer	\$200.00

SECTION 4 - SUPPLEMENTAL SERVICES (Cont'd.)**4.7 CUSTOMER REQUESTED SERVICE SUSPENSIONS**

4.7.1 At the request of the customer the Company will suspend incoming and outgoing service on the customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without change. At the customer's request the Company will provide the customer with an intercept recording referring callers to another number.

4.7.2 The company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

<u>Period of Suspension</u>	<u>Charge</u>
- First Month or Partial Month	Regular Monthly Rate (no reduction)
- Each Additional Month (up to the one year limit)	1/2 Regular Monthly Rate

SECTION 5 – LOCAL DEDICATED SERVICE**5.1 GENERAL**

Local Dedicated Service provides a business customer with a connection to the Company's switching network which enables the customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company's local calling service;
- c) access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800/888/877/866 NPA; and access 911 service for emergency calling; and
- d) access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive toll-free number service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (1010xxx).

Local Dedicated Service is provided via digital circuits terminated at the customer's premises. Each Local Dedicated Service circuit corresponds to one or more voice-grade telephony communications channels that can be used to place or receive one call at a time.

Connection charges as described in Section 2 apply to all service on a one-time basis unless waived pursuant to this Price List.

5.2 SERVICE DESCRIPTIONS AND RATES

The following Local Dedicated Services are offered:

- Local Dedicated Service (T1)
- Local Dedicated Service (PRI)
- Local Dedicated Service (DS3)

SECTION 5 – LOCAL DEDICATED SERVICE**5.2 SERVICE DESCRIPTIONS AND RATES (cont'd)**

In connection with the above listed services, the Company also offers Extended Wiring, Direct Inward Dialing Number Blocks and Local Service Features as set forth in 7.2.4, 7.2.5, and 7.2.6, respectively.

SECTION 5 – LOCAL DEDICATED SERVICE**5.2 SERVICE DESCRIPTIONS AND RATES (cont'd)**

All Local Dedicated Service may be connected to customer-provided terminal equipment such as PBX systems. Service may be arranged for two-way calling, inward calling only or outward calling only.

5.2.1 Local Dedicated Service (T-1)

5.2.1.1 Nonrecurring Connection Charge	\$500
5.2.1.2 Monthly Recurring Port Charges	
Port only	\$600
Port Plus Loop	ICB
5.2.1.3 Per minute charge for calls within Local Calling Area	\$.04

5.2.2 Local Dedicated Service (PRI)

5.2.2.1 Nonrecurring charge	\$800
5.2.2.2 Monthly recurring charge	
Port only	\$800
Port Plus Loop	ICB
5.2.2.3 Per minute charge for calls within Local Calling Area	\$.04

5.2.3 Local Dedicated Service (DS3)

5.2.3.1 Nonrecurring Connection Charge	ICB
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SECTION 5 – LOCAL DEDICATED SERVICE (Cont'd)**5.2.3.2 Monthly Recurring Charge**

Port only	\$13,000
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Port Plus Loop	ICB
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**5.2.3.3 Per minute charge for calls within
Local Calling Area**

\$0.04

5.2.4 Extended Wiring Charge (per T-1 or PRI)

\$600

This charge applies when the Customer requires wiring on the Customer's side of the building Demarcation Point.

5.2.5. Direct Inward Dialing Number Charges**5.2.5.1 Block of 20 DIDs**

Nonrecurring charge	\$50
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Monthly recurring charge	\$15
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5.2.5.2 Block of 100 DIDs

Nonrecurring charge	\$30
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Monthly recurring charge	\$100
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SECTION 6 - SPECIAL ARRANGEMENTS

6.1 SPECIAL CONSTRUCTION

6.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's Price Lists, charges will be based on the costs incurred by the Company (including return) and may include:

- a) nonrecurring charges;
- b) recurring charges;
- c) termination liabilities; or
- d) combinations of (a), (b), and (c).

6.1.2 Basis for Cost Computation

The costs referred to in 9.1.1 preceding may include one or more of the following items to the extent they are applicable:

- I. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) equipment and materials provided or used;
 - b) engineering, labor, and supervision;
 - c) transportation; and
 - d) rights of way and/or any required easements.
- II. Cost of maintenance.
- III. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.

SECTION 7 - SPECIAL ARRANGEMENTS (Cont'd)**6.1 SPECIAL CONSTRUCTION (Cont'd)****6.1.2 Basis for Cost Computation (Cont'd)**

- IV. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- V. License preparation, processing, and related fees.
- VI. Price List preparation, processing and related fees.
- VII. Any other identifiable costs related to the facilities provided; or
- VIII. An amount for return and contingencies.

6.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

- 6.1.3.1 The period on which the termination liability is based is the estimated service life of the facilities provided.
- 6.1.3.2 The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

SECTION 7 - SPECIAL ARRANGEMENTS (Cont'd)**6.1 SPECIAL CONSTRUCTION (Cont'd)****6.1.3 Termination Liability (Cont'd)****6.1.3.2 (cont'd)**

1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) equipment and materials provided or used;
 - b) engineering, labor, and supervision;
 - c) transportation; and
 - d) rights of way and/or any required easements;
2. license preparation, processing, and related fees;
3. Price List preparation, processing and related fees;
4. cost of removal and restoration, where appropriate; and
5. any other identifiable costs related to the specially constructed or rearranged facilities.

6.1.3.3

The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 9.1.3.2 preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 9.1.3.2 preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

SECTION 6 - SPECIAL ARRANGEMENTS (cont'd)**6.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE**

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

6.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service which vary from Price Listed arrangements. Rates quoted in response to such requests may be different for Price Listed service than those specified for such service in the rates set forth in this Price List. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the Price List. All specialized pricing arrangements are subject to Commission review.