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Philip R. Adams, Jr.

March 2, 2009

Via Overnight Mail

Chief Clerk
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

filed electronically in docket office on 03/03/09

RE: Docket No. 08-00008
Application of Everycall Communications, Inc. d/b/a Local USA d/b/a
All American Home Phone for Certificate to Provide Competing Local
Telecommunications Services in Tennessee
Final Tariffs

Dear Sir or Madam:

Please find enclosed an original and four (4) copies of the final tariffs in the above matter reflecting an issued date of March 3, 2009 and an effective date of April 3, 2009. An additional copy of this filing is attached in electronic form on CD ROM.

An additional copy of this letter has been enclosed to be date-stamped and returned in the envelope provided as evidence of the filing.

Should you have any questions, please do not hesitate to contact me.

Sincerely,



Becky Heggelund *rh*

Enclosures

EveryCall Communications, Inc.
d/b/a Local USA
d/b/a All American Home Phone

T.R.A. Tariff No. 2 - Local Exchange
Original Page 1

LOCAL EXCHANGE SERVICE

EVERYCALL COMMUNICATIONS, INC.

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF TENNESSEE

ISSUED: March 3, 2009

EFFECTIVE: April 3, 2009

ISSUED BY: Kyle Coats, President
EveryCall Communications, Inc.
d/b/a Local USA d/b/a All American Home Phone
4315 Bluebonnet Blvd. Suite A
Baton Rouge, LA 70809

LOCAL EXCHANGE SERVICE

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LOCAL EXCHANGE SERVICE

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LOCAL EXCHANGE SERVICE

EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF

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

- | | | |
|---|---|---|
| C | - | To signify changed regulation |
| D | - | To signify discontinued rate or regulation. |
| I | - | To signify increased rate. |
| M | - | To signify a move in the location of text. |
| N | - | To signify new rate or regulation. |
| T | - | To signify a change in text but no change in rate or regulation |

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T.R.A. Tariff No. 2 - Local Exchange
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LOCAL EXCHANGE SERVICE

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by EveryCall Communications, Inc. to customers within the local exchange service area defined herein.

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LOCAL EXCHANGE SERVICE

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Account Codes: Allows a User to allocate local calls to a 4-digit, non-verified account code.

Advance Payment: Payment of all or part of a charge required before the start of service.

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

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

Call Forward Busy: Automatically routes incoming calls to a designated answering point when the called line is busy.

Call Forward No Answer: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

Call Forward Variable: Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.

Call Hold: Allows the User to hold one call for any length of time provided that neither party goes On Hook.

Call Park: Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

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LOCAL EXCHANGE SERVICE

SECTION 1- DEFINITIONS (continued)

Call Pickup: Allows a User to answer incoming calls to another Station line within a defined call pickup group. Call Pickup is provided as either Group Call Pickup, where predesignated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number.

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

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

Calling Number Delivery: Identifies the 10-digit number of the calling party.

Calling Number Delivery Blocking: Blocks the delivery of the number to the called party on a per call basis.

Class of Service (COS): A description of telecommunications service furnished to a customer which denotes such characteristics as nature of use (business or residence) or type of rate (flat rate, measured rate, or message rate). Classes of service are usually sub-divided in "grades," such as individual line, two-party, or four-party.

Company: EveryCall Communications, Inc., which is the issuer of this tariff.

Commission: Tennessee Regulatory Authority

Conference/Six-Way: The User can sequentially call up to five people and add them together to make up a six-way call.

Conference/Three-Way: The User can sequentially call up to five other people and add them together to make up a six-way call.

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

Dial Pulse (DP): The pulse type employed by rotary dial Station sets.

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LOCAL EXCHANGE SERVICE

SECTION 1 - DEFINITIONS (continued)

Direct Inward Dialing (DID): A service attribute that routes incoming calls directly to Stations, by-passing a central answering point.

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

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

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

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

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

Local Exchange Carrier: A company which furnishes exchange telephone service.

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

Message Waiting: This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dial tone).

Most Idle Trunk Selection (MIDL): MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

Multiple Appearance Directory Numbers: A directory number that is assigned more than once to one or more Proprietary Business Sets

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

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

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LOCAL EXCHANGE SERVICE

SECTION 1 - DEFINITIONS (continued)

Off-Hook: The term "off-hook" denotes the active condition of a telephone exchange service line.

On-Hook: The term "on-hook" denotes the idle condition of a telephone exchange service line.

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

Public Service Commission (PSC): The Tennessee Regulatory Authority.

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

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

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

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

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LOCAL EXCHANGE SERVICE

SECTION 1 - DEFINITIONS (continued)

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

Shared Facilities: A facility or equipment system or subsystem which can be used simultaneously by several Customers

Speed Call: Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

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

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

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

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

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

2.1.2 Shortage of Equipment of Facilities

The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities of the Company as well as facilities the company may obtain from other carriers to furnish service.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.1.3 Terms and Conditions

- 2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
- 2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.
- 2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- 2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Tennessee without regard for the State's choice of laws provisions.
- 2.1.3.5 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

- 2.1.3.6 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.7. below.
- 2.1.3.7 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 2.1.4 Liability of the Company
- 2.1.4.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6, below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company.
- 2.1.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to another claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6 the Company's liability, if any, shall be limited as provided herein.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

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

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

- 2.1.4.7 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- 2.1.4.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others. All other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- 2.1.4.9 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.1.4.10 The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

- 2.1.4.11 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided Systems, equipment, facilities or services which are interconnected with Company services.
- 2.1.4.12 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of service furnished by the Company at such locations.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

- 2.1.4.13 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent improperly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, the company may, upon written notice, terminate the Customer's service without liability

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SECTION 2 - REGULATIONS (continued)

2.1.4.14 With respect to Emergency Number 911 Service:

- a) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: 1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- (b) Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of a one of them.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

- 2.1.4.15 The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.
- 2.1.4.16 In conjunction with a nonpublished telephone number, as described in Section 3.4.5.3, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
- 2.1.4.17 When a Customer with a nonpublished telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority by subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.
- 2.1.4.18 In conjunction with the Busy Line Verification and Interrupt Service as described in Section 3.3.2, the Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.
- 2.1.4.19 The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.
- 2.1.5 Notification of Service-Affecting Activities
- The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.1.6 Provision of Equipment and Facilities

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

2.1.6.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

2.1.6.3 Equipment the Company provided or installs at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.

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

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

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.1.7 Non-routine Installation

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

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or the underlying carrier.

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.3.1 The Customer shall be responsible for: (continued)

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

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.3.2 Claims

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

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

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.4 Customer Equipment and Channels

2.4.1 In General

A Customer may transmit or receive information or signals via the facilities of the Company or its underlying carrier.

2.4.2 Station Equipment

2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.P.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

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

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SECTION 2 - REGULATIONS (continued)

2.4.3 Interconnection of Facilities

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

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

2.4.3.3 Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff.

2.4.4 Inspections

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

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.5 Payment Arrangements

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

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 30 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

2.5.1.1 Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Service, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g, County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions.

2.5.1.1.1 Other Charges

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

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SECTION 2 - REGULATIONS (continued)

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable upon receipt.

2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided.

2.5.2.3 For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.5.2.4 Amounts not paid within 30 days after the date of invoice are considered past due. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills in advance in accordance with the Commission's Rules.

2.5.2.5 A check return charge will be assessed for checks with insufficient funds or non-existing accounts.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 30 days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Tennessee Public Service Commission in accordance with the Commission's rules of procedure.

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.4 Advance Payments

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 Non-Recurring Charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit.

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SECTION 2 - REGULATIONS (continued)

2.5.5 Deposits

2.5.5.1 Applicants for service or existing Customer's whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two month's charges for a service or facility which has a minimum payment period of one month; or

In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

2.5.5.2 A deposit may be required in addition to an advance payment.

2.5.5.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

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SECTION 2 - REGULATIONS (continued)

- 2.5.5.4 Deposits held for business and residential customers will accrue interest at a rate equivalent to the rate of 7% annually. Interest is credited to the customer in accordance with Commission General Rule 8.

Deposits held for residential customers will accrue simple interest at the rate specified by the Public Service Commission and will be credited or paid to the Customer while the Company holds the money. New deposits from Customers are reviewed after the first three monthly bills have been rendered; if too much has been taken, the excess is returned. The entire deposit is returned to the Customer after 1 year, unless the Customer is delinquent in payment, in which case the Company continues to hold it. When the service is discontinued, the amount of any deposit is applied against the final bill, and any balance is returned to the Customer. If the amount of a deposit is inadequate, the Customer shall be required to pay an additional deposit on receipt.

- 2.5.5.5 Deposits From New or Existing Residential Customers 62 Years of Age or Older.

All new residential Customers or Existing residential Customers who are 62 years of age or older shall be exempt from any deposit requirements unless such person's telephone service was terminated for nonpayment during the preceding six months.

Proof of age will be required from any person claiming exemption from deposit requirements because of age. If the proof requested by the Company is not received within 30 days from the date service is connected, or 30 days from the date the verification of age is requested from any existing Customer, the Company may terminate service unless the Customer pays the required deposit.

Any new residential Customer or existing residential Customer 62 years of age or older shall be permitted to pay a deposit in installments over a period not to exceed 12 months.

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SECTION 2 - REGULATIONS (continued)

2.5.5.6 Deposits from New or Existing Residential Customers Receiving Public Assistance.

The Company shall not require any person it knows to be a recipient of public assistance, supplementary security income, or additional state public assistance payments to post a deposit.

2.5.6 Discontinuance of Service

2.5.6.1 Any amounts owing for regulated services, and after 30 days from the due date, the company may, by giving five days' prior written notice to the Customer, discontinue or suspend service without incurring any liability.

2.5.6.2 Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

2.5.6.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

2.5.6.4 (Reserved for future use.)

2.5.6.5 Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.5.6.6 The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability:

2.5.6.6.1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.6.6.1 (a-f) if:

- (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
- (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
- (c) (Reserved for future use.)
- (d) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - (d.1) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - (d.2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - (d.3) Any other fraudulent means or devices; or

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

- (e) Use of service in such a manner as to interfere with the service of other users; or
 - (f) Use of service for unlawful purposes.
- 2.5.6.6.2 Immediately, upon five (5) day written notice to the Customer of any regulated sum thirty (30) days past due;
- 2.5.6.6.3 Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5; or
- 2.5.6.6.4 Ten (10) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that ten (10) day period; or
- 2.5.6.6.5 Upon five (5) days written notice, excluding Sundays and holidays, for non-payment of a bill for service.
- 2.5.6.7 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.
- 2.5.6.8 Upon the Company's discontinuance of service to the Customer under Section 2.5.6.1 or 2.5.6.2, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

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SECTION 2 - REGULATIONS (continued)

2.5.6.9 Termination of Residential Service shall not be made until:

- (a) At least 10 days after written notification has been served personally on the Customer, or
- (b) At least 13 days after written notification in a postpaid wrapper has been mailed to the billing address of the Customer, or
- (c) At least 10 days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer, or
- (d) A Deferred Payment Agreement has been offered to a Customer.
- (e) Termination notices may not be issued until at least 25 days after the date of the bill unless exceptional circumstances exist and then only in accordance with Commission approved procedures. Bills must be mailed to Customers no later than six business days after the date of the bill. The 25 day period shall be extended one day for each day beyond the sixth business day when bills are mailed late.
- (f) Termination shall not be made until at least 20 days after written notification has been issued.
- (g) Termination may occur only between the hours of 8AM and 4PM Monday through Thursday, provided that such day or the following day is not a public holiday or a day on which the Company's offices are closed. In addition, service may not be disconnected on December 23 through 26 and December 30 through January 2. At least one attempt shall be made during non-working hours to contact the Customer by telephone before the date of termination.

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SECTION 2 - REGULATIONS (continued)

2.5.6.10 The following will apply for the termination of residential service:

- (a) For medical emergencies, an additional 30 days will be allowed for Customers before termination, provide a medical certificate is supplied. The medical emergency status may be extended beyond 30 days, upon submission of required documentation. During the pendency of the emergency, Customers will be able to defer payment of monthly charges in an amount set by the Commission until the emergency ceases or it is determined that Customers have the ability to pay the charges.
- (b) Where a Customer is identified to the Company as being blind, disabled or 62 years of age or older and all other occupants of the household are under 18 years of age, or 62 years of age or older, blind or disabled, an additional 30 days will be allowed before termination may occur. The Company shall make a diligent effort to contact by phone or in person an adult resident at the location for purpose of devising a payment plan eight days before the date of termination.

2.5.7 Interest on Customer Overpayments

A Customer who makes a payment to the Company in excess of the Correct charge for telephones service, which overpayment was caused by erroneous billing by the Company, shall be paid interest on the amount of the overpayment. The rate of interest on such amount shall be the greater of the unadjusted customer deposit rate or the applicable late payment rate. The interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit or late payment charge rates and compounded monthly until the date when the overpayment is refunded. No interest will be paid on customer overpayments that are refunded within 30 days after such overpayment is received by the Company.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.6 Allowances for Interruptions in Service

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

- 2.6.1 Credit for Interruptions: When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. 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.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

2.6.2 Limitations on Allowances

No credit allowance will be made for:

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

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
 - (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
 - (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
 - (g) interruption of service due to circumstances or causes beyond the control of the Company.
- 2.6.3 Use of Alternative Service Provided by the Company: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATION (continued)

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

2.7.1.1 Unless the Company breaches its obligation, application for service are noncancellable after 48 hours, unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.7.1.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.7.1.3 The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

2.7.2 Cancellation of Service by the Customer

If the Company offers a special rate on service which is contingent upon subscription for a period in excess of thirty (30) days and, if a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.5, all costs, fees and expenses incurred in connection with:

- 1) all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- 3) all Recurring Charges specified in the applicable tariff for the balance of the then current term.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.8 Transfer and Assignments

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

An assignment or transfer of services will include the same customer services for which the customer contracted, at the same rates, for at least a limited time. The customer will be notified of the time limitation, the assignment, and the customer will be given an option to change its service provider.

2.9 Notices and Communications

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

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.10 Flexible Pricing

Changes of currently effective rates set forth in this tariff will be made in accordance with the Commission's Rules with respect to tariff changes.

Notice to Customers of rate change shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved. A Customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The Customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the Customer notifies the Company of its desire to disconnect service within 20 days of receiving notification of the price increase.

2.11 Assistance Programs

2.11.1 Telecommunications Relay Service (TRS)

The Tennessee Telecommunications Relay Services (TRS) is a relay telecommunications service for the deaf, hearing and/or speech disabled population of the state of Tennessee. The service permits telephone communications between individuals with hearing and/or speech disabilities who must use a text telephone and individuals with normal hearing and speech as provided in the tariff filed by AT&T Communications of Tennessee, Inc.

BellSouth serves as administrator of the funding mechanism and each telecommunications provider is assessed based upon gross revenues.

The following calls may not be placed through the Tennessee Relay Center:

- A. Calls to 700 numbers;
- B. Calls to time or weather recorded messages;
- C. Calls to other informational recordings
- D. Operator handled conference service and other teleconference calls.

2.11.2 Link-Up America

Link-Up Tennessee is offered in all exchanges to provide subsidized assistance to qualifying applicants. It is intended to preserve and promote subscribership among low-income households by providing a credit to the installation and service charges applicable to the provisioning of residence service.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.11 Assistance Programs

2.11.2 Link-Up America-cont'd

A. Regulations

1. Persons wishing to qualify for the credit must meet state certification criteria for eligibility. This credit is available only to residence customers, and will be applied to the non-recurring charges for the establishment of service for a single-telephone line per household at the principal place of residence.
2. The subscriber must not be a dependent for federal income tax purposes, unless the customer is more than 60 years of age.
3. The customer must meet the requirements of a state established income test.

B. Rates and Charges

A non-recurring credit in the amount of one-half (maximum of \$30.00) of the installation and connection charges will be applied to the customers total non-recurring installation and connection charge.

2.11.3 Lifeline Assistance Program

The Lifeline Assistance Program adopted by the Tennessee Regulatory Authority provides for a federal credit equal to 100 percent of the Interstate Subscriber Line Charge or its equivalent state provided subsidy. The program is available only in conjunction with residence individual line service. The federal and state credits are applied to the local service bills for qualified residential recipients of Aid to Families with Dependent Children (AFDC), Supplemental Security Income (SSI), Food Stamps, or Medicaid.

A. Application and Regulations

Guidelines for implementation of this program are as follows:

1. Certification Procedures: All applications for this service will be verified with the state agency responsible for administration of the programs mentioned preceding.
2. Processing Procedures: The Company will process all applications and apply the appropriate credit on the customer's monthly bill. A secondary service charge is not applicable for existing customers subscribing to Lifeline.

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LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.11 Assistance Programs (Cont'd)

2.11.3 Lifeline Assistance Program (Cont'd)

3. Verification Procedures: The Company will reconcile and confirm eligibility semi-annually by providing the agency involved with a computer tape (directly or through a third-party) or all credit recipients. A verification of eligible recipients will be made. The credit will be discontinued on the bill following written notification to the customer of ineligibility. The ineligible customer's service will be converted to flat rate, unless otherwise requested by the customer.

B. Rates and Charges

To participate in the Lifeline Assistance Program, qualified residential customers will be required to subscribe to Basic Access Service as defined in this Tariff.

1. Lifeline Resident Individual Line Service - Credit:

	<u>Monthly Rate</u>
Federal Lifeline Credit	\$6.00
State Lifeline Credit:	\$3.50

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LOCAL EXCHANGE SERVICE

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service

The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access basic 911 Emergency Service;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services;
- access Directory Assistance for the local calling area;
- place or receive calls to 800 telephone numbers;
- access Telecommunication Relay Service.

3.1.1 Service Area: The Company's service areas will mirror those of BellSouth.

3.1.1.1 Local Calling Areas: Exchanges and zones included in the local calling area and the NXX's associated with each particular exchange or zone may be found in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.

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LOCAL EXCHANGE SERVICE

SECTION 3 - SERVICE DESCRIPTIONS (continued)

3.1.2 Local Line: Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

3.1.2.1 Standard Features: Each Local Line Customer is provided with the following standard features:

Touch Tone
Direct Inward Dialing
Direct Outward Dialing

3.1.2.2 Optional Features: A Local Business Customer may order optional features at the rates specified in Section 4.

3.1.2.3 Local Line Rates and Charges: A Local Line Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and usage charges as specified in Section 4.

3.1.3 Usage rates: All Local Exchange Service Customers must order service on a per call or unlimited monthly usage basis. These rates will apply to all outgoing direct-dialed calls placed to Stations within the caller's local exchange area, as defined herein..

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LOCAL EXCHANGE SERVICE

SECTION 3 - SERVICE DESCRIPTIONS (continued)

3.1.3.1 Per Minute Usage Rate: Rates are set forth in Section 4.

3.1.3.2 Timing of Local Exchange Calls

Unless otherwise indicated, all calls are timed in six second increments and all calls which are fractions of a minute are founded up to next six second increment.

For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.

For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.

Call timing ends when the calling station "hangs up", thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

3.2 Directory Assistance

A Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

3.2.1 Each call to Directory Assistance will be charged as indicated in Section 4.

3.2.2 A credit will be given for calls to Directory Assistance as follows:

- The Customer experiences poor transmission or is cut-off during the call; or
- The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify its Customer Service representative within 24 hours of occurrence.

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LOCAL EXCHANGE SERVICE

SECTION 3 - SERVICE DESCRIPTIONS (continued)

3.3 Busy Line Verification and Interrupt Service:

3.3.1 Busy Line Verification and Interrupt Service: Service is currently not available. Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:

3.3.1.1 Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

3.3.1.2 Busy Line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

3.3.1.3 Rates: Rates for Busy Line Verification and Interrupt service, will apply under the following circumstances:

3.3.1.3.1 The operator verifies that the line is busy with a call in progress.

3.3.1.3.2 The operator verifies that the line is available for incoming calls.

3.3.1.3.3 The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

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LOCAL EXCHANGE SERVICE

SECTION 3 - SERVICE DESCRIPTIONS (continued)

3.4 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.

3.4.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.

3.4.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

3.4.3 Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

3.4.4 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

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LOCAL EXCHANGE SERVICE

SECTION 3 - SERVICE DESCRIPTION (continued)

3.4.5 Directory listings are provided in connection with each Customer service as specified herein.

3.4.5.1 Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.

3.4.5.2 Additional Listings: In connection with business service, additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein. Rates for additional listings are specified in Section 4.

3.4.5.3 Nonpublished Listings: Listings that are not printed in directories nor available from Directory Assistance.

A Nonpublished Telephone Service will be furnished, at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.1.4.

3.4.5.4 Non-listed Numbers: A Non-listed number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party.

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LOCAL EXCHANGE SERVICE

SECTION 3 - SERVICE DESCRIPTIONS (continued)

- 3.5 Emergency Services: Both Basic and Enhanced 911(E911) allow Customers to reach appropriate emergency services including police, fire and medical services. Subject to availability, Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).
- 3.6 Presubscriptions-2 (PIC-2): PIC-2 allows Customers to presubscribe to their carrier of choice for intraLATA calls, without dialing the Access Code. The rates specified in Section 4 will apply each time the Customer requests a change to their intraLATA PIC, subsequent to the initial designation.
- 3.7 Vanity Telephone Numbers: Service currently not available. At the request of the Customer, the Company may assign a telephone number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number and subject to the terms and conditions set forth in Section 2.1.3. Rates are set forth in Section 4.
- 3.8 Telecommunications Relay Service (TRS): Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider(s) to complete such calls.
- 3.9 Promotional Offerings: The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The Company shall notify the Commission prior to the effective date of promotions.

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LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.1 Residential Local Exchange Service Rates

4.1.1 Line Cost, Connections and Features

4.1.1.A Flat Rate Service

	<u>MRC</u>
Rate Group 1 (0-13,800 lines)	\$10.95
Rate Group 2 (13,801 - 25,100 lines)	\$11.72
Rate Group 3 (25,101 - 45,500 lines)	\$12.32
Rate Group 4 (45,501 - 200,800 lines)	\$12.91
Rate Group 5 (200,801 - 1,191,800 lines)	\$15.80

4.1.1.B Monthly Recurring Charge Measured Rate Service

Monthly usage allowance is \$5.00.

	<u>MRC</u>	<u>MRC</u>
	<u>Low Usage</u>	<u>Standard Usage</u>
Rate Group 1 (0-13,800 lines)	\$5.93	\$8.44
Rate Group 2 (13,801 - 25,100 lines)	\$6.30	\$9.02
Rate Group 3 (25,101 - 45,500 lines)	\$6.60	\$9.47
Rate Group 4 (45,501 - 200,800 lines)	\$6.90	\$9.91
Rate Group 5 (200,801 - 1,191,800 lines)	\$8.34	\$12.07

4.1.1.C Measured Rate Local Usage

(1) Day Rates

8:00 a.m. to, but not including 5:00 p.m., Monday through Friday.

	<u>1st Minute</u>	<u>Addtl Minute</u>
Band A (0 miles)	\$0.036	\$0.018
Band B (1-10 miles limited LCA)	\$0.036	\$0.018
Band C (> 10 miles limited LCA)	\$0.054	\$0.036

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LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.1 Residential Local Exchange Service Rates (continued)

4.1.1.C Measured Rate Local Usage (contd.)

(2) Evening Rates

5:00 p.m. to, but not including 11:00 p.m., Monday through Friday.

	<u>1st Minute</u>	<u>Addtl Minute</u>
Band A (0 miles)	\$0.0234	\$0.0117
Band B (1-10 miles limited LCA)	\$0.0234	\$0.0117
Band C (> 10 miles limited LCA)	\$0.0351	\$0.0234

(3) Night/Weekend Rates

11:00 p.m. to, but not including 8:00 a.m., Monday through Friday, and all times Saturday and Sunday.

	<u>1st Minute</u>	<u>Addtl Minute</u>
Band A (0 miles)	\$0.0144	\$0.0072
Band B (1-10 miles limited LCA)	\$0.0144	\$0.0072
Band C (> 10 miles limited LCA)	\$0.0216	\$0.0144

4.1.1.D Optional Features

	<u>NRC</u>	<u>MRC</u>
Call Forwarding Variable	\$13.50	\$3.24
Three-way Calling ¹	\$13.50	\$3.24
Call Waiting	\$13.50	\$3.29
Speed Dialing - 8 code	\$13.50	\$3.24
Speed Dialing - 30 code	\$13.50	\$3.69
Call Forward Busy Line	\$13.50	\$0.90
Call Forward Don't Answer	\$13.50	\$0.90

¹ Three way calling also available on a \$0.75 per use basis.

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LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.1 Residential Local Exchange Service Rates (continued)

4.1.1.D Optional Features (contd.)

	<u>NRC</u>	<u>MRC</u>
Customer Control - CF Busy Line	\$13.50	\$2.70
Customer Control - CF Don't Answer	\$13.50	\$2.70
Call Forwarding Busy Line Multipath ²	\$13.50	\$1.80
Call Forwarding Don't Answer Multipath ²	\$13.50	\$1.80
Call Forwarding Variable Multipath	\$13.50	\$2.70
Remote Access - Call Forwarding Variable	\$13.50	\$5.40
Call Waiting Deluxe ³	\$13.50	\$5.40
Call Forwarding Don't Answer - Ring Control	\$13.50	\$0.90
Three Way Calling With Transfer ⁴	\$13.50	\$4.46
Flexible Call Forwarding (FCF)	\$13.50	\$4.50
FCF with Audio Calling Name	\$13.50	\$6.30
FCF - Plus	\$13.50	\$6.30
FCF Plus with Audio Calling Name	\$13.50	\$8.10
Star 98 Access	\$13.50	\$0.90
Remote Call Forwarding (RCF)	\$13.05	\$16.65
RCF additional path following initial installation	\$10.80	\$16.65
Distinctive Ring I	\$13.50	\$3.56
Distinctive Ring II	\$13.50	\$5.36

² Rates for Multipath features apply for each path in excess of ten paths and are in addition to rates for Call Forwarding Variable, Call Forwarding Busy Line, or Call Forwarding Don't Answer.

³ Caller ID rates also apply.

⁴ Local or toll charges apply for originator of call even after exiting call.

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LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.1 Residential Local Exchange Service Rates (continued)

4.1.1.E CLASS Features

	<u>NRC</u>	<u>MRC</u>
Call Return	\$13.50	\$3.96
Repeat Dialing	\$13.50	\$3.78
BusyConnect, per activation	\$0.75	
Call Selector	\$13.50	\$3.78
Preferred Call Forwarding	\$13.50	\$3.78
Call Block	\$13.50	\$3.78
Call Trace	\$13.50	\$3.78
Caller ID - Basic	\$13.50	\$6.30
Caller ID - Deluxe	\$13.50	\$6.75
Anonymous Call Rejection (ACR)	n/a	\$2.97

4.1.1.F Complete Package

Complete Package provides unlimited use of specific features with a flat rate access line. Service Charges do not apply for transactions involving only additions, deletions or changes to service/features requested as part of this service. Access line installation charges apply.

	<u>MRC</u>
Per Line	\$30.15
Per Two-Line Plan package	\$59.85
Per Three-Line Plan package	\$87.75

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LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.1 Residential Local Exchange Service Rates (contd.)

4.1.1.G Line Connection Charges

	<u>NRC</u>
First Line, per request	\$37.80
Additional Line, each	\$13.50

4.1.1.H Line Change Charge

	<u>NRC</u>
First Line, per request	\$31.50
Additional Line, each	\$10.80

4.1.1.I Secondary Service Charge

Applies per customer request for the receiving, recording and processing of customer requests to change services or add new or additional services.

Per request \$13.50

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LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.1 Residential Local Exchange Service Rates (contd.)

4.1.1.J. TouchTone

No charge.

4.1.1.K Premise Work Charge

	<u>NRC</u>
First 15 minute or fraction thereof	\$27.00
Each Additional 15 minute increment or fraction	\$12.60

4.1.1.L. Toll Restriction

Provides blocking of 1+, 101XXXX, 976, 900 and screening information to prevent operator assisted calls from being billed to subscriber's line.

	<u>NRC</u>	<u>MRC</u>
Selective Class of Call Screening per line	\$13.50	\$1.13

4.1.1.M Directory Listings

Non-recurring charge applies to customer requested changes in directory listings, except for changing from non-published/non-listed to a listed number.

	<u>NRC</u>	<u>MRC</u>
Non-listed	\$13.50	\$1.64
Non-Published	\$13.50	\$3.15
Additional Listings	\$13.50	\$1.08

4.1.1.N Local USA Plan

\$28.50 per line per month

Includes 100 minutes of continental US long distance calling. Includes the following features; caller id deluxe, call waiting id, 3 way calling, repeat dialing, call forwarding, call block, call return, 30 code speed dial, 900/976 block and anonymous call rejection. These features are offered as available from the central office.

Local USA Charter Member

\$23.50 per line per month

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LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.1 Residential Local Exchange Service Rates (contd.)

4.1.1.O Local USA Unlimited Plan

	<u>Zone 1</u>	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Zone 3</u>
	3 lines or	4 +	3 lines or	4+	3 lines or	4+
	less	lines	less	lines	less	lines
Per line, Per month.	\$41.95	\$48.95	\$41.95	\$46.50	\$56.95	\$63.95

Includes unlimited continental US voice long distance calling. Excludes all non -voice, modem or computer transmissions.

The Everycall Local USA Unlimited Plan is for typical residential usage only. Usage in excess of typical usage, which is presumed to be no more than 5,000 minutes a month, will be subject to an additional fee of \$50.00. If usage exceeds 5,000 minutes per month, customer may be switched from the Local USA Unlimited Plan to a more appropriate usage sensitive plan.

4.1.1.P Regulatory Cost Recovery Fee

A charge of \$0.99 per month will be assessed to all residential and business customers to cover the administration costs of complying with obligations and charges imposed by regulatory bodies, including recovery of the Federal Universal Service Fund charge.

4.1.1.Q Local USA Sixty (includes 60 minutes free long distance)

Includes 60 minutes free continental US voice long distance calling. Excludes all non -voice, modem or computer transmissions.

	<u>Zone 1</u>	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Zone 3</u>
	3 lines or	4 +	3 lines or	4+	3 lines or	4+
	less	lines	less	lines	less	lines
Per line, Per month.	\$30.95	\$37.95	\$30.95	\$37.95	\$46.95	\$53.95

4.1.1.R Carrier Cost Recovery Charge

A charge of \$0.99 per line per month for residential customers, \$1.99 per line per month for business customers will be assessed to assist Everycall in recovering costs associated with providing state-to-state long distance service, connection and account servicing charges.

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LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.2 Business Local Exchange Service Rates

Customers signing a 1 year term contract qualify for a 10% discount off of the rates stated in this section.

4.2.1 Line Costs, Connections and Features

4.2.1.A Flat Rate Service

	<u>MRC</u>
Rate Group 1 (0-13,800 lines)	\$28.80
Rate Group 2 (13,801 - 25,100 lines)	\$29.61
Rate Group 3 (25,101 - 45,500 lines)	\$29.61
Rate Group 4 (45,501 - 200,800 lines)	\$29.61
Rate Group 5 (200,801 - 1,191,800 lines)	\$29.61

4.2.1.B Measured Rate Service

Monthly usage allowance is \$7.50.

	<u>MRC</u>
Rate Group 1 (0-13,800 lines)	\$20.85
Rate Group 2 (13,801 - 25,100 lines)	\$22.97
Rate Group 3 (25,101 - 45,500 lines)	\$24.77
Rate Group 4 (45,501 - 200,800 lines)	\$26.51
Rate Group 5 (200,801 - 1,191,800 lines)	\$32.24

4.2.1.C Measured Rate Local Usage

(1) Day Rates

8:00 a.m. to, but not including 5:00 p.m., Monday through Friday.

	<u>1st Minute</u>	<u>Addtl Minute</u>
Band A (0 miles)	\$0.036	\$0.018
Band B (1-10 miles limited LCA)	\$0.036	\$0.018
Band C (> 10 miles limited LCA)	\$0.054	\$0.036

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LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.2 Business Local Exchange Service Rates (contd.)

4.2.1.C Measured Rate Local Usage (contd.)

(2) Evening Rates

5:00 p.m. to, but not including 11:00 p.m., Monday through Friday.

	<u>1st Minute</u>	<u>Addtl Minute</u>
Band A (0 miles)	\$0.0234	\$0.0117
Band B (1-10 miles limited LCA)	\$0.0234	\$0.0117
Band C (> 10 miles limited LCA)	\$0.0351	\$0.0234

(3) Night/Weekend Rates

11:00 p.m. to, but not including 8:00 a.m., Monday through Friday, and all times Saturday and Sunday.

	<u>1st Minute</u>	<u>Addtl Minute</u>
Band A (0 miles)	\$0.0144	\$0.0072
Band B (1-10 miles limited LCA)	\$0.0144	\$0.0072
Band C (> 10 miles limited LCA)	\$0.0216	\$0.0144

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LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.2 Business Local Exchange Service Rates (contd.)

4.2.1.D PBX Trunks

(1) Flat Rate Service

Combination, Inward or Outward Only.

	<u>MRC</u>
Rate Group 1 (0-13,800 lines)	\$28.80
Rate Group 2 (13,801 - 25,100 lines)	\$29.61
Rate Group 3 (25,101 - 45,500 lines)	\$29.61
Rate Group 4 (45,501 - 200,800 lines)	\$29.61
Rate Group 5 (200,801 - 1,191,800 lines)	\$29.61

(2) Measured Rate Service

	<u>MRC</u>
Rate Group 1 (0-13,800 lines)	\$20.85
Rate Group 2 (13,801 - 25,100 lines)	\$22.97
Rate Group 3 (25,101 - 45,500 lines)	\$24.77
Rate Group 4 (45,501 - 200,800 lines)	\$26.51
Rate Group 5 (200,801 - 1,191,800 lines)	\$32.24

(3) Measured Rate Local Usage

See Section 4.2.1.C above for usage rates.

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LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.2 Business Local Exchange Service Rates (contd.)

4.2.1.E. Direct Inward Dialing (DID)

	<u>NRC</u>	<u>MRC</u>
Each group of 20 working numbers	\$432.00	\$3.06
Each group of 20 reserved numbers	\$432.00	\$3.06
Each non-consecutive DID number	\$1.35	\$0.15
Each reserved non-consecutive DID number	\$1.35	\$0.15
Multifrequency Pulsing Option	\$0.00	\$6.75
Dual Tone Multifrequency Pulsing Option	\$0.00	\$6.75
Automatic Intercept Service, per number	\$14.40	\$0.00

4.2.1.F DID Trunk Termination

	<u>NRC</u>	<u>MRC</u>
Each Trunk	\$45.00	\$23.40
Each combination trunk with call transfer	\$225.00	\$40.50

4.2.1.G Grouping/Hunting Service

	<u>NRC</u>	<u>MRC</u>
Rate Group 1 (0-13,800 lines)	\$18.00	\$10.80
Rate Group 2 (13,801 - 25,100 lines)	\$18.00	\$10.13
Rate Group 3 (25,101 - 45,500 lines)	\$18.00	\$9.45
Rate Group 4 (45,501 - 200,800 lines)	\$18.00	\$9.00
Rate Group 5 (200,801 - 1,191,800 lines)	\$18.00	\$5.13

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LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.2 Business Local Exchange Service Rates (contd.)

4.2.1.H Optional Features

	<u>NRC</u>	<u>MRC</u>
Call Forwarding Variable	\$18.00	\$3.96
Three-way Calling ⁵	\$18.00	\$3.96
Call Waiting	\$18.00	\$3.96
Speed Dialing - 8 code	\$18.00	\$3.96
Speed Dialing - 30 code	\$18.00	\$4.95
Call Forward Busy Line	\$18.00	\$3.47
Call Forward Don't Answer	\$18.00	\$3.47
Customer Control - CF Busy Line	\$18.00	\$6.66
Customer Control - CF Don't Answer	\$18.00	\$6.30
Call Forwarding Busy Line Multipath ⁶	\$18.00	\$3.20
Call Forwarding Don't Answer Multipath ²	\$18.00	\$3.20
Call Forwarding Variable Multipath	\$18.00	\$3.20
Remote Access - Call Forwarding Variable	\$18.00	\$8.42
Call Waiting Deluxe	n/a	n/a
Call Forwarding Don't Answer - Ring Control	\$18.00	\$3.47
Three Way Calling With Transfer ⁷	\$18.00	\$5.40
Flexible Call Forwarding (FCF)	\$18.00	\$8.91
FCF with Audio Calling Name	\$18.00	\$9.90
FCF - Plus	n/a	n/a
FCF Plus with Audio Calling Name	n/a	n/a
Star 98 Access	\$18.00	\$1.80
Remote Call Forwarding (RCF)	\$13.05	\$16.65
RCF additional path following initial installation	\$10.80	\$16.65
Distinctive Ring I	\$18.00	\$7.20
Distinctive Ring II	\$18.00	\$9.00

⁵ Three way calling also available on a \$0.75 per use basis.

⁶ Rates for Multipath features apply for each path in excess of ten paths and are in addition to rates for Call Forwarding Variable, Call Forwarding Busy Line, or Call Forwarding Don't Answer.

⁷ Local or toll charges apply for originator of call even after exiting call.

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LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.2 Business Local Exchange Service Rates (contd.)

4.2.1.I CLASS Features

	<u>NRC</u>	<u>MRC</u>
Call Return	\$18.00	\$4.68
Repeat Dialing	\$18.00	\$4.46
BusyConnect, per activation	\$0.75	
Call Selector	\$18.00	\$4.46
Preferred Call Forwarding	\$18.00	\$4.46
Call Block	\$18.00	\$4.46
Call Trace	\$18.00	\$4.95
Caller ID - Basic	\$18.00	\$8.15
Caller ID - Deluxe	\$18.00	\$9.00
Anonymous Call Rejection (ACR)	n/a	\$3.96
Enhanced Caller ID with ACR	\$18.00	\$14.36
Enhanced Caller ID with Call Management	\$18.00	\$15.26

4.2.1.J Complete Package

Complete Package provides unlimited use of specific features with a flat rate access line. Service Charges do not apply for transactions involving only additions, deletions or changes to service/features requested as part of this service. Access Line Installation charges apply.

(1) Option 1

	<u>MRC</u>
Per Line	\$72.90
Per Two-Line Plan package	\$135.00
Per Three-Line Plan package	\$195.30

(2) Option 2

	<u>MRC</u>
Per Line	\$50.40
Per Two-Line Plan package	\$90.00
Per Three-Line Plan package	\$127.80

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LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.2 Business Local Exchange Service Rates (contd.)

4.2.1.K Line Connection Charges

	<u>NRC</u>
First Line, per request	\$65.70
Additional Line, each	\$19.80

4.2.1.L Line Change Charge

	<u>NRC</u>
First Line, per request	\$43.20
Additional Line, each	\$12.60

4.2.1.M Secondary Service Charge

Applies per customer request for the receiving, recording and processing of customer requests to change services or add new or additional services.

Per request \$18.00

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LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.2 Business Local Exchange Service Rates (contd.)

4.2.1.N TouchTone

Applies when added subsequent to establishment of service.

<u>NRC</u>	<u>MRC</u>
\$18.00	\$2.70

4.2.1.O Premise Work Charge

	<u>NRC</u>
First 15 minute or fraction thereof	\$27.00
Each Additional 15 minute increment or fraction	\$12.60

4.2.1.P Toll Restriction

Provides blocking of 1+, 101XXXX, 976, 900 and screening information to prevent operator assisted calls from being billed to subscriber's line.

	<u>NRC</u>	<u>MRC</u>
Selective Class of Call Screening		
per line	\$18.00	\$1.13
per PBX trunk	\$18.00	\$7.38

4.2.1.Q Directory Listings

Non-recurring charge applies to customer requested changes in directory listings, except for changing from non-published/non-listed to a listed number.

	<u>NRC</u>	<u>MRC</u>
Non-listed	\$18.00	\$1.64
Non-Published	\$18.00	\$3.15
Additional Listings	\$18.00	\$1.62

4.2.1.R Local USA Plan

\$27.17 per line per month.

Includes 100 minutes of continental US long distance calling. At customers request includes the following features: hunting, call forwarding, busy call forward, ring no answer call forward, caller id, call waiting, call return, remote access to call forwarding, repeat dialing, 3 way calling, 3 way calling with transfer, *98, and ring selector. These features are offered as provided by the serving central office.

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LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.2.1.S Business Local USA Unlimited Plan

	<u>Zone 1</u>	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Zone 3</u>
	3 lines or	4 +	3 lines or	4+	3 lines or	4+
	less	lines	less	lines	less	lines
Per line, Per month.	\$59.95	\$66.95	\$66.95	\$73.95	\$79.00	\$86.00

Includes unlimited continental US voice long distance calling. Excludes all non-voice, modem or computer transmissions.

The Everycall Local USA Unlimited Plan is for typical business usage only. Usage in excess of typical usage, which is presumed to be no more than 5,000 minutes a month, will be subject to an additional fee of \$50.00. If usage exceeds 5,000 minutes per month, customer may be switched from the Local USA Unlimited Plan to a more appropriate usage sensitive plan.

4.2.1.T Regulatory Cost Recovery Fee

A charge of \$0.99 per month will be assessed to all residential & business customers to cover the administration costs of complying with obligations and charges imposed by regulatory bodies, including recovery of the Federal Universal Service Fund charge.

4.2.1.U Local USA Sixty Plan (includes 60 minutes free long distance)

	<u>Zone 1</u>	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Zone 3</u>
	3 lines or	4 +	3 lines or	4+	3 lines or	4+
	less	lines	less	lines	less	lines
Per line, Per month.	\$34.00	\$41.00	\$42.00	\$49.00	\$56.00	\$64.00

Includes 60 minutes free continental US voice long distance calling. Excludes all non -voice, modem or computer transmissions.

4.2.1.V Local USA 600 Plan (includes 600 minutes free long distance)

	<u>Zone 1</u>	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Zone 3</u>
	3 lines or	4 +	3 lines or	4+	3 lines or	4+
	less	lines	less	lines	less	lines
Per line, Per month.	\$41.00	\$48.00	\$50.00	\$57.00	\$65.00	\$73.00

Includes 600 minutes free continental US voice long distance calling. Excludes all non -voice, modem or computer transmissions.

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LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.3 Local Line Charges (per local line)

4.3.1 FCC End User Common Line

	<u>MRC</u>
Primary Residential Line	\$3.50
Additional Residential Line	\$6.07
Single Line Business	\$3.50
Multi-line Business	\$7.84

4.3.2 Local Number Portability

	<u>MRC</u>
Per Line	\$0.35
Per Trunk	\$3.15

4.3.2 FCC PIC Change Charge

	<u>NRC</u>
Business	\$1.49
Residential	\$1.49

4.4 Reconnection Charge

\$30.00 per occurrence.

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LOCAL EXCHANGE SERVICE

4.5 IntraLATA MTS/OSP/Calling Card Rates

4.5.1 Rates Per Minute

(1) Peak Rates:

7:00 a.m. to, but not including 7:00 p.m., Monday through Friday.

	BUSINESS		RESIDENTIAL	
	<u>1st Min.</u>	<u>Ea. Added Min.</u>	<u>1st Min.</u>	<u>Ea. Added Min.</u>
0-10 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000
11-16 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000
17-22 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000
23-30 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000
31-40 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000
41-55 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000
56-70 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000
71-85 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000
86-100 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000
101-124 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000
125-148 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000
149 + miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000

(2) Off-Peak Rates:

7:00 p.m. to, but not including 7:00 a.m., Monday through Friday, and all times Saturday and Sunday.

	BUSINESS		RESIDENTIAL	
	<u>1st Min.</u>	<u>Ea. Added Min.</u>	<u>1st Min.</u>	<u>Ea. Added Min.</u>
0-10 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800
11-16 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800
17-22 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800
23-30 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800
31-40 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800
41-55 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800
56-70 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800
71-85 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800
86-100 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800
101-124 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800
125-148 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800
149 + miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800

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LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.5 IntraLATA MTS/OSP/Calling Card Rates (contd.)

4.5.2 Local and Toll Operator Service Charges

	<u>Per Call</u>
Station-to-Station	
- Customer Dialed Calling Card	\$0.80
- Operator Assisted	\$2.25
Person-to-Person	\$4.90
Operator Dialed Surcharge	\$0.80
Partially Automated Surcharge	\$0.50
Busy Line Verification	\$1.04
Busy Line Interrupt	\$1.54

4.6 Local Directory Assistance

	<u>Per Call</u>
Within LCA for originating line	
Direct Dialed	\$0.33
Operator assistance surcharge	\$0.30
Outside LCA and LATA/NPA for orig. line	
Direct Dialed	\$0.85
Operator assistance surcharge	\$0.30

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LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.1 Residential Local Exchange Service Rates (cont'd)

4.7 Prepaid Local Residence Service

Everycall offers residential customers a monthly flat rate for all their local calling needs. The residential customer is provided an individual access line and unlimited local calling within their local calling area.

4.7.1 Basic Plan - Prepaid Charge Per Line - \$28.95**

Includes: Unlimited local calling
Access to 911
Access to Toll Free Calling
100 Minutes of Domestic Long Distance Service

4.7.2 MVP Plan - Prepaid Charge Per Line - \$36.95**

Includes: Unlimited local calling
Access to 911
Access to Toll Free Calling
Caller I.D.
Call Waiting
100 Minutes of Domestic Long Distance Service

** Plus taxes and fees

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LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.1 Residential Local Exchange Service Rates (cont'd)

4.7.3 Deluxe Plan - Charge Per Line - \$49.95**

Includes: Unlimited local calling
Access to 911
Access to Toll Free Calling
Caller ID
Call Waiting
Call Forwarding
Three-Way Calling
Call Block
Call Return
Speed Dialing
Anonymous call rejection
Privacy Director
Access to 911
Access to Toll Free Calling

**plus all applicable taxes and fees.

4.7.4 Installation charge:

Each plan will incur a one-time \$20.00 installation charge.

4.7.5 Service Charges and Fees:

4.7.5.1 Changing features, after initial installation \$10.00 each change

4.7.5.2 Reconnection Charge \$25.00 each
(Due to suspension for late payment)

4.7.5.3 One-time installation charge \$25.00

4.7.5.4 Regulatory Cost Recovery Charge \$1.49

4.7.5.5 Carrier Cost Recovery Charge
A charge of \$0.99 per line per month for residential customers,
\$1.99 per line per month for business customers will be assessed
to assist Everycall in recovering costs associated with

ISSUED: March 3, 2009

EFFECTIVE: April 3, 2009

ISSUED BY: Kyle Coats, President
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Baton Rouge, LA 70809

LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.1 Residential Local Exchange Service Rates (cont'd)

providing state-to-state long distance service,
connection and account servicing charges.

4.75.6 Returned check charge, including credit card
Or debit card reversal \$20.00

4.75.7 Plan change charge (changing from one plan
To another) \$20.00

4.7.6 Additional Features Available

4.7.6.1 Unlisted Number \$6.00 per month
(Installation is free with original order,
Change fee of \$6.00 applies if order
changed after initial installation)

4.7.6.2 Long Distance Upgrade \$24.00 per month
(Upgrade to 2,000 minutes Domestic Long
Distance) (Installation free with initial
order, Change fee of \$6.00 applies if
order changed after initial installation)

4.7.6.3 Voice Mail \$6.00 per month
(Installation free with initial order, change
Fee of \$6.00 applies if order changed after
initial installation.)

4.7.6.4 Long Distance Upgrade \$16.00 per month
(Upgrade to 500 minutes Domestic Long
Distance) (Installation free with initial
order, Change fee of \$6.00 applies if
order changed after initial installation)

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LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.1 Residential Local Exchange Service Rates (cont'd)

4.7.7 Super 6 Prepaid Plan

Local Telephone Service with Call Waiting Deluxe and Caller ID Deluxe. Prepaid local phone service. Includes 100 minutes of long distance service.

Price per month: \$39.95

Price per month for Lifeline Eligible Customers: \$26.45

One Time Installation Charge: \$60

Reconnect Charge: \$25

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LOCAL EXCHANGE SERVICE

SECTION 5 - SPECIAL SERVICE ARRANGEMENTS

5.1 Individual Case Basis Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. Rates will be offered to the Customer in writing and on a non-discriminatory basis. All such rates will be submitted to the Commission for approval.

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