

Russell M. Blau
Jeffrey R. Strenkowski
russell.blau@bingham.com
jeffrey.strenkowski@bingham.com

October 28, 2014

Via Electronic and Overnight Mail

Chairman Herbert H. Hilliard
c/o Sharla Dillon, Dockets and Records Manager
Tennessee Regulatory Authority
Andrew Jackson State Office Building
502 Deaderick Street, 4th Floor
Nashville, TN 37243

Re: Docket No. 14-00120
Application of Talk America Services, LLC for Certificate to Resell
Telecommunications Services in Tennessee
SUPPLEMENT

Dear Chairman Hilliard:

On behalf of Talk America Services, LLC ("TAS"), enclosed for filing are an original and thirteen (13) copies of a Supplement to the above-referenced Application for authority to provide resold local exchange services and interexchange services in Tennessee. Included with this transmittal is **Exhibit G**, Proposed Tariff, for association with the Application.

Please date-stamp the enclosed extra copy of this filing and return it in the envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact the undersigned at 202-373-6002.

Respectfully submitted,



Jeffrey R. Strenkowski
Russell M. Blau

Counsel for Talk America Services, LLC

Beijing
Boston
Frankfurt
Hartford
Hong Kong
London
Los Angeles
New York
Orange County
San Francisco
Santa Monica
Silicon Valley
Tokyo
Washington

Bingham McCutchen LLP
2020 K Street NW
Washington, DC
20006-1806

T +1.202.373.6000
F +1.202.373.6001
bingham.com

EXHIBIT G

Proposed Tariff

Talk America Services, LLC
4001 N. Rodney Parham Road
Little Rock, AR 72212

TRA Tariff No. 1
Original Title Page

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

RULES, REGULATIONS, AND
SCHEDULE OF RATES AND CHARGES
APPLICABLE TO END USER

LOCAL EXCHANGE AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES

FURNISHED BY

TALK AMERICA SERVICES, LLC

WITHIN THE STATE OF TENNESSEE

Talk America Services, LLC
4001 N. Rodney Parham Road
Little Rock, AR 72212
Telephone: 501-748-4491
Facsimile: 330-425-2881

Issued: October 28, 2014

Effective:

Issued By: Senior Vice President - Corporate Development and Operations
4001 N. Rodney Parham Road
Little Rock, AR 72212

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
Title	Original	*	31	Original	*		
1	Original	*	32	Original	*		
2	Original	*	33	Original	*		
3	Original	*	34	Original	*		
4	Original	*	35	Original	*		
5	Original	*	36	Original	*		
6	Original	*	37	Original	*		
7	Original	*	38	Original	*		
8	Original	*	39	Original	*		
9	Original	*	40	Original	*		
10	Original	*	41	Original	*		
11	Original	*	42	Original	*		
12	Original	*	43	Original	*		
13	Original	*	44	Original	*		
14	Original	*	45	Original	*		
15	Original	*	46	Original	*		
16	Original	*	47	Original	*		
17	Original	*	48	Original	*		
18	Original	*	49	Original	*		
19	Original	*	50	Original	*		
20	Original	*	51	Original	*		
21	Original	*	52	Original	*		
22	Original	*	53	Original	*		
23	Original	*	54	Original	*		
24	Original	*	55	Original	*		
25	Original	*	56	Original	*		
26	Original	*	57	Original	*		
27	Original	*	58	Original	*		
28	Original	*	59	Original	*		
29	Original	*	60	Original	*		
30	Original	*					

Issued: October 28, 2014

Effective:

Issued By: Senior Vice President - Corporate Development and Operations
4001 N. Rodney Parham Road
Little Rock, AR 72212

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

TABLE OF CONTENTS

Title Page	Cover
Check Sheet	1
Table of Contents	2
Explanation of Symbols	3
Tariff Format	4
Application of Tariff	5
Section 1 - Definitions	6
Section 2 - Rules and Regulations	10
Section 3 - Service Areas	40
Section 4 - Residential Services	41
Section 5 - Long Distance Services	50
Section 6 - Miscellaneous Services	51
Section 7 - Special Arrangements	60

Issued: October 28, 2014

Effective:

Issued By: Senior Vice President - Corporate Development and Operations
4001 N. Rodney Parham Road
Little Rock, AR 72212

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

EXPLANATION OF SYMBOLS

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

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

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially; however, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Regulatory Authority. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Regulatory Authority is not always the Tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a Tariff filing is made with the Regulatory Authority, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The Tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Regulatory Authority.

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange and interexchange telecommunications services by Talk America Services, LLC, hereinafter referred to as the Company, to Customers within the state of Tennessee. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This Tariff is on file with the Tennessee Regulatory Authority. In addition, this Tariff is available for review at the main office of Talk America Services, LLC, 4001 N. Rodney Parham Road, Little Rock, Arkansas 72212.

Issued: October 28, 2014

Effective:

Issued By: Senior Vice President - Corporate Development and Operations
4001 N. Rodney Parham Road
Little Rock, AR 72212

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1 - DEFINITIONS

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

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

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

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Commission - Tennessee Regulatory Authority.

Common Carrier - An authorized company or entity providing telecommunications services to the public

Company – Talk America Services, LLC, the issuer of this Tariff.

Customer - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this Tariff.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Terminal Equipment - Terminal equipment provided by the Customer.

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

End Office - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1 – DEFINITIONS, (CONT'D.)

Exchange Telephone Company or Telephone Company - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

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

IXC or Interexchange Carrier - Long distance telecommunications services provider.

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

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. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

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.

Issued: October 28, 2014

Effective:

Issued By: Senior Vice President - Corporate Development and Operations
4001 N. Rodney Parham Road
Little Rock, AR 72212

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1 – DEFINITIONS, (CONT'D.)

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

MOU - Minutes of Use.

Nonrecurring Charge (“NRC”) - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

PIN - Personal Identification Number. See Authorization Code.

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

Recurring Charges - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

Service - Any means of service offered herein or any combination thereof.

Service Order - The written or verbal request for Company services by the Customer and the Company in the format devised by the Company. A Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff.

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1 – DEFINITIONS, (CONT'D.)

Station - The network control signaling unit and any other equipment provided at the Customer's premises that enables the Customer to establish communications connections and to effect communications through such connections.

Subscriber - The person, firm, partnership, corporation, or other entity who orders telecommunications service from the Company. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

TAS - Talk America Services, LLC, the issuer of this Tariff.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Usage Charges - Charges for minutes or messages traversing over local exchange facilities.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this Tariff.

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission originating from points within the State of Tennessee, and terminating within a local calling area as defined herein.

The Company is responsible under this Tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

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

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

- A.** Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have thirty (30) days.
- B.** Customers may be required to enter into written service orders that shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C.** Except as otherwise stated in the Tariff, 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 notice at least thirty (30) days prior to the effective date of termination. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D.** The Company may limit, interrupt, terminate or refuse to provide a Service if:

 - 1. Customer does not honor any provision of this Tariff and/or the Company's Terms of Service;
 - 2. Customer uses a service in a manner that adversely affects other customers or harasses them, the Company's employees, or others;
 - 3. Customer uses the service to engage in fraud or unlawful conduct or are suspected of doing so;
 - 4. Customer modifies his/her phone or any software residing thereon from the original manufacturer specifications, including for the purpose of accessing non-Company services;
 - 5. Customer uses service in a manner that is excessive or unreasonable when compared to the predominant usage patterns of other customers on a similar service plan in your geographic area (and TAS may also implement charges or change you to the appropriate rate plan consistent with such use);

Issued: October 28, 2014

Effective:

Issued By: Senior Vice President - Corporate Development and Operations
4001 N. Rodney Parham Road
Little Rock, AR 72212

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (Cont'd.)

D. (Cont'd.):

6. Customer resells any service;
7. For any other reason set forth in this Tariffs or Company's terms and conditions;
8. Customer does not pay any amount to Company or billed by Company on behalf of others, including disputed amounts that Company determines are valid charges
9. Facilities or property associated with providing the Services have been condemned or use has been prohibited by the government in any manner;
10. Customer fails to acquire and maintain the rights of way or property access necessary for installation or maintenance of Services;
11. Customer is insolvent, have made an assignment for the benefit of credits or has filed or had filed against you a petition for bankruptcy; or
12. Company determines in our its sole discretion that facilities are not technically or economically feasible.

Company may restore such interrupted or terminated Service, in its sole discretion, following Customer's correction of the violation and payment of any amounts due, including any restoration charge assessed for restoring your Service.

- E.** The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts. All service packages established by the Company will be approved by the Regulatory Authority prior to the furnishing of service.

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability

A. FOR PURPOSES OF THIS SECTION, DISCLAIMER OF WARRANTIES AND EMERGENCY/CRITICAL LINES SECTIONS, "OUR" OR "WE" INCLUDES THE COMPANY'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS AND ANY ENTITY ON WHOSE BEHALF THE COMPANY RESELLS SERVICES. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY SERVICES OR ANY DAMAGE OR LOSS RESULTING FROM THE INSTALLATION, MAINTENANCE OR REMOVAL OF THE SERVICES, ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE OR FOR ANY SERVICE INTERRUPTIONS, DELAY OR FAILURE TO PERFORM UNDER THIS AGREEMENT DUE TO CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO, STRIKES, LOCKOUTS, OTHER LABOR UNREST, NATURAL DISASTERS, ACTS OF GOD, CABLE CUTS OR COMMON CARRIER DELAYS. YOU AGREE THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF BOTH YOU AND US TO LIMIT OUR LIABILITY AS PROVIDED HEREIN.

B. Data Services

CUSTOMER ACKNOWLEDGES THAT THE INTERNET IS A VOLATILE ENVIRONMENT AND WE ARE NOT LIABLE FOR CONFIDENTIAL INFORMATION STORED ON OR TRAVERSING OUR NETWORK. YOU MUST TAKE ALL APPROPRIATE PRECAUTIONS TO SECURE CONFIDENTIAL INFORMATION INCLUDING ENCRYPTING IF YOU DEEM NECESSARY.

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

C. Disclaimer of Warranties

SERVICES ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, ANY WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR ANY WARRANTY REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION OR DATA RESIDING ON OR PASSING THROUGH OR OVER THE NETWORK. ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, BROADBAND SPEEDS, TRANSMISSION QUALITY, NETWORK SECURITY OR RELIABILITY, AND ACCURACY OF ANY DIRECTORY LISTINGS ARE NOT GUARANTEED. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY COMPANY'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION. WINDSTREAM DOES NOT GUARANTEE YOUR SERVICE CAN OR WILL BE INSTALLED BY A PARTICULAR DATE. ANY INSTALLATION DATE PROVIDED IS ONLY AN ESTIMATE.

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

D. Indemnification

Customer agrees to indemnify and hold Company and its subsidiaries, affiliates, officers, agents, co-branders, licensors or other partners and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content Customer submits, posts, transmits or otherwise makes available through the service, use of the service, connection to the service, violation of this Agreement, including, without limitation the Acceptable Use Policy, or Customer violation of any rights of another. Customer acknowledges that he/she is responsible for all use of the service using his/her account, including use by subaccounts, and that this Tariff, including, without limitation, the Company's Terms of Service Agreement, the Acceptable Use Policy and Privacy Policies, as amended from time to time, apply to any and all usage of Customer's account, including use by subaccounts. Customer agrees to abide by these terms and agrees to defend, hold harmless and indemnify Company from and against any and all claims stemming from usage of this account and any subaccounts, whether or not such usage is expressly authorized by Customer.

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

E. With respect to Emergency Number 911 Service:

- 1.** 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 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 service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
- 2.** Neither is the Company responsible for any infringement, nor 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 any one of them.
- 3.** When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 services, 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 emergency 911 services upon request of such governmental authority. By subscribing to service under this Tariff, the Customer acknowledges and agrees with the release of information as described above.

Issued: October 28, 2014

Effective:

Issued By: Senior Vice President - Corporate Development and Operations
4001 N. Rodney Parham Road
Little Rock, AR 72212

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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

2.1 Undertaking of the Company, (Cont'd.)

2.1.5 Provision of Equipment and Facilities

- A.** The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in 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.
- B.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- E.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

Issued: October 28, 2014

Effective:

Issued By: Senior Vice President - Corporate Development and Operations
4001 N. Rodney Parham Road
Little Rock, AR 72212

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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

2.1 Undertaking of the Company, (Cont'd.)

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

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

1. the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
2. the reception of signals by Customer-provided equipment; or
3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.6 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.

2.1.7 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its partners, agents, contractors or suppliers.

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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

2.2 Prohibited Uses

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Tennessee Regulatory Authority regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A.** the payment of all applicable charges pursuant to this Tariff;
- B.** damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C.** providing at no charge, as specified from time to time by the Company, any needed 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;
- 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 Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1.C. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

Issued: October 28, 2014

Effective:

Issued By: Senior Vice President - Corporate Development and Operations
4001 N. Rodney Parham Road
Little Rock, AR 72212

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (Cont'd.)

- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., 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.; 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 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 will be made for the period during which service is interrupted for such purposes.

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Liability of the Customer

- A.** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C.** The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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

2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

- A.** Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
- B.** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities

- A.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B.** Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Tariffs of the other communications carriers which are applicable to such connections.
- C.** Facilities furnished under this Tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this Tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.
- D.** Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this Tariff only to the extent that the user is an "End User", as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.4 Inspections

- A.** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B.** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

2.5.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- A.** Nonrecurring charges are due and payable upon receipt of the Company's invoice by the Customer.
- B.** The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable upon receipt. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.
- C.** Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.
- D.** The Monthly Recurring Charges are billed in advance. Monthly Recurring Charges are accrued in full as of the first day of the billing cycle in which the service is furnished. Therefore, the Monthly Recurring Charges are not subject to pro-rating if service is disconnected prior to the end of a billing period.

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges, (Cont'd.)

- E.** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- F. Late Payment Fee**

If any portion of a Customer's payment is not received by the Company within 20 days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of \$5.00 plus 1.5% per month shall be due to the Company.
- G. Return Check Charge**

A service charge equal to the greater of \$25.00 or 5% of the face amount of the instrument will be assessed in accordance with state law for all checks returned by a financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency.
- H.** If service is disconnected by the Company in accordance with Section 2.6 following and later restored, restoration of service will be subject to all applicable installation charges.

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Disputed Bills

- A.** Any objections to billed charges must be reported to the Company or its billing agent in writing within twenty (20) days of the closing date printed on the invoice or statement issued to the Customer. Disputes may be submitted orally or in writing. Adjustments to Customers' account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- B.** Late payment fees will not be applied during the period when a bill is disputed regardless of the outcome of the dispute.
- C.** Customers may contact the Company's business office at the following toll-free number: (555) 546-5000.
- D.** If the Customer is not satisfied with the outcome of the billing dispute, the Customer may contact the Regulatory Authority at the following address:

Tennessee Regulatory Authority
Attn: Utilities Division
502 Deaderick Street, 4th Floor
Nashville, TN 37243

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 (1) month's charges for the service or facility and additional (1) month advance payment for each subsequent month. 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 initial advance payment will be credited to the Customer's initial bill. Subsequent advance payments will be credited on the appropriate monthly bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Deposits

- A.** The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer that has established satisfactory credit and has no history of late payments to the Company.
- B.** The amount of the deposit which may be required of a Customer for the purpose of establishing credit shall not exceed two and one-half (2 ½) times the average monthly bill for residential Customers whose bills are payable in advance. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.
- C.** The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.
- D.** Interest on Customer deposits will be paid for all deposits retained by the Company for more than six (6) months. Interest payments may be credited to the Customer's account toward current billing or paid in cash.

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Deposits, (Cont'd.)

- E.** The Company shall keep a record of each cash deposit until the deposit is returned. The record will show the name of each Customer making a deposit; the premises occupied by the Customer when making the deposit and each successive premises occupied while the deposit is retained by the Company; the amount and date of making the deposit; and a record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit. Concurrently with receiving a deposit, the Company will provide the Customer a receipt showing the deposit date, the name and billing address of the Customer and the deposit amount.
- F.** Upon discontinuance of service, or when a Customer has established credit by other means, the Company will promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the services furnished by the Company. A transfer of service from one location to another within the Company serving area shall not be deemed a discontinuance with the Company if the character of the service remains unchanged.
- G.** Deposits may be refunded after twelve months of timely payment, with interest as specified above.

2.5.6 Speed Pay

If the Customer's account is delinquent or when the Customer calls the Company's business office to make payment arrangement, the Customer will be given the option to use the Speed Pay electronic payment system. Customers electing SpeedPay will be notified in advance of an additional SpeedPay processing fee of \$5.00.

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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

2.6 Discontinuance of Service for Nonpayment

Without incurring liability, the Company may discontinue service for nonpayment, upon five (5) days written notice. The Company will not disconnect a Customer for non-payment until the bill is past due.

2.7 Cancellation of Application for Service

2.7.1 Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

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

2.7.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

2.7.4 The special charges described above will be calculated and applied on a case-by-case basis.

2.8 Changes in Service Requested

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

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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

2.9 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this Tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.9.1 for the part of the service that the interruption affects.

2.9.1 General

- A.** A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.
- B.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C.** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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

2.9 Allowances for Interruptions in Service, (Cont'd.)

2.9.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A.** Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer;
- B.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C.** Due to circumstances or causes beyond the reasonable control of the Company;
- D.** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.9.3), or utilize another service provider;
- F.** 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.** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H.** That was not reported to the Company within thirty (30) days of the date that service was affected.

2.9.3 Use of Another Means of Communications

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

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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

2.9 Allowances for Interruptions in Service, (Cont'd.)

2.9.4 Application of Credits for Interruptions in Service

- A.** Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B.** For calculating credit allowances, every month is considered to have thirty (30) days.
- C.** A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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

2.9 Allowances for Interruptions in Service, (Cont'd.)

2.9.4 Application of Credits for Interruptions in Service, (Cont'd.)

D. Interruptions of 24 Hours or Less

Length of Interruption	Amount of Service To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E. Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

F. Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

2.10 Cancellation by Customer

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

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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

2.11 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this Tariff.

2.11.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A.** The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B.** A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

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

- C.** The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D.** The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this Tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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

2.12 Notices and Communications

- 2.12.1** 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.
- 2.12.2** 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.
- 2.12.3** Except as otherwise stated in this Tariff, 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 placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.12.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.13 Taxes, Fees and Surcharges

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to, Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this Tariff, such taxes, fees and surcharges are in addition to rates as quoted in this Tariff and will be itemized separately on Customer invoices.

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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

2.14 Toll Free Services

2.14.1 The Company will make every effort to reserve toll free (e.g., "800/888") vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.

2.14.2 The Company will participate in porting toll free numbers only when all charges incurred as a result of the toll free number have been paid.

2.14.3 Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this Tariff, the Company will only honor Customer requests for a change in Responsible Organization or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.

2.14.4 If a Customer who has received a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available for use by another Customer.

2.15 Blocking of 900, 976 and 700 Numbers

The Company provides free of charge blocking of 900, 976 and 700 informational numbers. Basic Local Exchange Services cannot be used to originate calls to caller-paid information services (e.g., 900, 976, 700) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company switch.

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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

2.16 Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 2.16.1** Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 2.16.2** Call timing for collect calls begins when the called party agrees to accept the charges for the call. Timing on all other calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). No charges apply to busy or unanswered calls.
- 2.16.3** Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 2.16.4** Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 2.16.5** All times refer to local time.
- 2.16.6** No charges apply to incomplete calls.

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in the exchanges and local calling areas currently served by the Incumbent LEC.

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RESIDENTIAL SERVICES

4.1 General

Customers who subscribe to the Company's local services are provided with voice grade access to the public switched network and touch tone capability, as well as the specific services and features described herein.

Services in this section are available to new or existing residential Customers. Standard taxes, fees, and surcharges apply. All packages are 'Month to Month'. There is no term commitment for any plan.

For packages that include "Unlimited" calling, there is a cap of 5,000 minutes per month. Exceeding this cap may be excessive usage for residential service, and may result in a warning, suspension or termination of services.

All new services have an associated Installation Fee, which may be waived for Customers porting an existing number from another provider. For new Customers that fail the credit check, the non-recurring fee is collected at the time of sale. For new Customers that pass the credit check, this fee appears on the first month's invoice.

4.2 Maintenance Visit Charges

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

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

Duration of time, per technician
Each Hour

\$84.00

Issued: October 28, 2014

Effective:

Issued By: Senior Vice President - Corporate Development and Operations
4001 N. Rodney Parham Road
Little Rock, AR 72212

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RESIDENTIAL SERVICES, (CONT'D.)

4.3 Value Phone Package

Included in the monthly per line charge:

- Unlimited Local Calling
- Last Call Connect, Repeat Dial, Speed Dial and Three Way Conference Calling

Additional Features are available for an additional monthly charge.

Direct Dialed Long Distance Service:

\$0.09 per minute to locations in the United States and Canada

	<u>Monthly Recurring Charge</u>	<u>Nonrecurring Charge</u>
Per Line	\$19.95	\$39.95
End User Common Line charge	\$6.00	
Voice Mail	\$4.25	
Caller ID	\$5.75	
Call Waiting	\$3.25	
Anonymous Call Rejection	\$2.65	
Call Blocking	\$3.75	
Call Forwarding	\$3.25	
Remote Call Forwarding	\$5.00	

Issued: October 28, 2014

Effective:

Issued By: Senior Vice President - Corporate Development and Operations
4001 N. Rodney Parham Road
Little Rock, AR 72212

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RESIDENTIAL SERVICES, (CONT'D.)

4.4 Local Connect Package

Included in the monthly per line charge:

- Unlimited Local Calling
- Voicemail, Caller ID, Call Waiting, Anonymous Call Rejection, Call Blocking, Call Forwarding, Last Call Connect, Repeat Dial, Remote Call Forwarding, Speed Dialing, Three Way Conference Calling

Direct Dialed Long Distance Service:

\$0.05 per minute to locations in the United States and Canada

	<u>Monthly Recurring Charge</u>	<u>Nonrecurring Charge</u>
Per Line	\$35.00	\$39.95

Issued: October 28, 2014

Effective:

Issued By: Senior Vice President - Corporate Development and Operations
4001 N. Rodney Parham Road
Little Rock, AR 72212

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RESIDENTIAL SERVICES, (CONT'D.)

4.5 Complete Connect Package

Included in the monthly per line charge:

- Unlimited Local Calling
- Unlimited Long Distance Calling to locations in the United States and Canada
- Voicemail, Caller ID, Call Waiting, Anonymous Call Rejection, Call Blocking, Call Forwarding, Last Call Connect, Repeat Dial, Remote Call Forwarding, Speed Dialing, Three Way Conference Calling

	<u>Monthly Recurring Charge</u>	<u>Nonrecurring Charge</u>
Per Line	\$45.00	\$39.95

Issued: October 28, 2014

Effective:

Issued By: Senior Vice President - Corporate Development and Operations
4001 N. Rodney Parham Road
Little Rock, AR 72212

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RESIDENTIAL SERVICES, (CONT'D.)

4.6 Local Connect Plus Package

Included in the monthly per line charge:

- Unlimited Local Calling
- Voicemail, Caller ID, Call Waiting, Anonymous Call Rejection, Call Blocking, Call Forwarding, Last Call Connect, Repeat Dial, Remote Call Forwarding, Speed Dialing, Three Way Conference Calling
- High-Speed DSL Internet up to 8MPS.
- Free 4 port Wi-Fi Router (shipping extra) and self-installation kit.
- Three email addresses, free pop-up blocker, SPAM blocker and anti-virus protection.

Direct Dialed Long Distance Service:

\$0.05 per minute to locations in the United States and Canada

	<u>Monthly Recurring Charge</u>	<u>Nonrecurring Charge</u>
Per Line	\$55.00	\$79.90
Modem Shipping Charge		\$12.95

Issued: October 28, 2014

Effective:

Issued By: Senior Vice President - Corporate Development and Operations
4001 N. Rodney Parham Road
Little Rock, AR 72212

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RESIDENTIAL SERVICES, (CONT'D.)

4.7 Complete Connect Plus Package

Included in the monthly per line charge:

- Unlimited Local Calling
- Unlimited Long Distance Calling to locations in the United States and Canada
- Voicemail, Caller ID, Call Waiting, Anonymous Call Rejection, Call Blocking, Call Forwarding, Last Call Connect, Repeat Dial, Remote Call Forwarding, Speed Dialing, Three Way Conference Calling

High-Speed DSL Internet up to 8MPS.

- 4 port Wi-Fi Router (shipping extra) and self-installation kit.
- Three email addresses, free pop-up blocker, SPAM blocker and anti-virus protection.

	<u>Monthly Recurring Charge</u>	<u>Nonrecurring Charge</u>
Per Line	\$65.00	\$79.90
Modem Shipping Charge		\$12.95

Issued: October 28, 2014

Effective:

Issued By: Senior Vice President - Corporate Development and Operations
4001 N. Rodney Parham Road
Little Rock, AR 72212

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RESIDENTIAL SERVICES, (CONT'D.)

4.8 Residential Optional Features

Optional Features are available on all Residential Service Packages for an additional charge:

	<u>Monthly Recurring Charge</u>
Unlimited Directory Assistance	\$12.95
Wire-Guard (Not available in rental properties)	\$6.95
Distinctive Ring	\$4.95

Issued: October 28, 2014

Effective:

Issued By: Senior Vice President - Corporate Development and Operations
4001 N. Rodney Parham Road
Little Rock, AR 72212

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RESIDENTIAL SERVICES, (CONT'D.)

4.9 Nonrecurring Charges

Unless otherwise specified, the following nonrecurring charges apply to Residential Services.

	<u>Add/Change Fee</u>
800 Numbers	\$10.80
Travel Calling Cards	\$10.80
CID Name Changes	\$10.80
Collect Call and/or 3rd Party Blocks	\$10.80
Add New Service	\$10.80
Remove Service	\$10.80
Outside Move (POTS or DSL)	\$35.95
Feature Changes	\$10.80
Listing Changes	\$10.80
Plan Changes	\$10.80
Number Changes	\$35.00

Issued: October 28, 2014

Effective:

Issued By: Senior Vice President - Corporate Development and Operations
4001 N. Rodney Parham Road
Little Rock, AR 72212

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RESIDENTIAL SERVICES, (CONT'D.)

4.10 Local or Primary Interexchange Carrier Charge (LPIC/PIC)

The Customer will be provided with access to and may select its long distance presubscribed carrier of choice. Initial PIC/LPIC selections will be processed at a \$5.50 charge per line, which may be waived if the Customer chooses Company as its long distance provider. A non-recurring \$5.50 charge is applicable to subsequent PIC/LPIC changes. If a PIC/LPIC change is initiated by an IXC on behalf of the Customer, and the Customer denies having made a change, and the IXC is unable to produce documentation of the change with a letter of agency signed by the Customer, the Customer will be reassigned to its previous PIC/LPIC and the IXC will be charged.

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 5 - LONG DISTANCE SERVICES

5.1 Travel Calling Cards

Per Minute, US calls	\$.25
Per Minute, International calls	\$.28
Per Call Surcharge	\$1.25

5.2 800 (Toll Free) Service

Per Minute	\$.10
------------	-------

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 6 - MISCELLANEOUS SERVICES

6.1 Directory Assistance Service

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

Per Call Charge

\$1.99

Issued: October 28, 2014

Effective:

Issued By: Senior Vice President - Corporate Development and Operations
4001 N. Rodney Parham Road
Little Rock, AR 72212

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 6 - MISCELLANEOUS SERVICES, (CONT'D.)

6.2 Directory Listing Service

6.2.1 General

The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Listing services are available with all classes of main telephone exchange service.

6.2.2 Listings

A. Primary Listing

One listing, termed the primary listing, is included with each exchange access line or each joint user service.

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 6 - MISCELLANEOUS SERVICES, (CONT'D.)

6.2 Directory Listing Service, (Cont'd.)

6.2.2 Listings, (Cont'd.)

B. Additional Listings

Additional listings may be the listings of individual names of those entitle to use the Customer's service or, for business, Departments, Divisions, Trade names, etc.

In connection with business and residence service, regular additional listings are available only in the names of Authorized Users of the Customer's service.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings. However, when it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing will be permitted under the address of a branch exchange, Centrex or extension of an exchange service line installed on the premises of the Customer, but at an address different from that of the attendant position of main service.

Business additional listings are not permitted in connection with residence service. Residence additional listings are also permitted in connection with business service which is located in a residence and for permanent or season guests residing in a hotel or club.

A residence dual name additional listing is comprised of a surname, two first names, address and telephone number. A residence dual name additional listing may be provided for two persons who share the same surname and reside at the same address, or for a person known by two first names.

Special types of additional listings, such as Alternate, Alpha and Informational, Duplicate and Reference Listings, Foreign Listings, etc. take the same business or residence classification as the service with which such listings are furnished.

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 6 - MISCELLANEOUS SERVICES, (CONT'D.)

6.2 Directory Listing Service, (Cont'd.)

6.2.2 Listings, (Cont'd.)

C. Nonpublished Service

The telephone numbers of nonpublished service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public.

Non published information may be released to emergency service providers, to Customers who subscribe to Company offerings which require the information to provide service and/ or bill their clients, or, to telephone Customers who are billed for calls placed to or from nonpublished numbers and to entities which collect for the billed services. Nonpublished names and/or telephone numbers may also be delivered to Customers on a call-by-call basis.

Incoming calls to nonpublished service will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice notwithstanding any claim the calling party may present, except claims of emergencies involving life and death. In such cases, the Company will call the non-published number and request permission to make an immediate connection to the calling party.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

Issued: October 28, 2014

Effective:

Issued By: Senior Vice President - Corporate Development and Operations
4001 N. Rodney Parham Road
Little Rock, AR 72212

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 6 - MISCELLANEOUS SERVICES, (CONT'D.)

6.2 Directory Listing Service, (Cont'd.)

6.2.2 Listings, (cont'd.)

D. Nonlisted Service

Non-listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will only complete calls to a nonlisted number, if requested by a caller, during the course of a directory assistance call completion service.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonlisted service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

6.2.3 Monthly Rates

	Monthly Rate
Additional Listings	\$1.00
Nonlisted Service	\$5.95
Nonpublished Service	\$5.95

Issued: October 28, 2014

Effective:

Issued By: Senior Vice President - Corporate Development and Operations
4001 N. Rodney Parham Road
Little Rock, AR 72212

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 6 - MISCELLANEOUS SERVICES, (CONT'D.)

6.4 911 Emergency Service

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

- 6.4.1** Governmental fire fighting, Tennessee State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.
- 6.4.2** An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 6 - MISCELLANEOUS SERVICES, (CONT'D.)

6.5 Local Operator Assisted Services

The Company's Local Operator Assisted Calling is available for use by presubscribed Customers as well as transient end users served from Aggregator locations. Calls are billed in one minute increments, with additional per call charges reflecting the level of operator assistance and billing arrangement requested by the Customer.

6.5.1 Operator Service Call Types

- A. Customer Dialed Calling/Credit Card Call - This charge applies in addition to local usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number and card number where the capability exists for the Customer to do so.
- B. Operator Dialed Calling/Credit Card Call - This charge applies in addition to local usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.
- C. Operator Station - These charges apply in addition to local usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed to the originating line, Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.
- D. Person-to-Person - This charge applies in addition to local usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to the originating line, a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

Issued: October 28, 2014

Effective:

Issued By: Senior Vice President - Corporate Development and Operations
4001 N. Rodney Parham Road
Little Rock, AR 72212

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 6 - MISCELLANEOUS SERVICES, (CONT'D.)

6.5 Local Operator Assisted Services, (Cont'd.)

6.5.2 Available Billing Arrangements

- A. Bill to Line - A billing arrangement whereby the originating caller may bill the charges for a call to the Company-provided local exchange line from which the call is placed. The terms and conditions of the Company apply to payment arrangements.
- B. Calling Card - A billing arrangement whereby the originating caller may bill the charges for a call to an approved LEC-issued calling card. The terms and conditions of the local exchange carrier apply to payment arrangements.
- C. Collect Billing - A billing arrangement whereby the originating caller may bill charges for a call to the called party, provided the called party agrees to accept the charges. The terms and conditions of the called party's local exchange company apply to payment arrangements.
- D. Commercial Credit Card - A billing arrangement whereby the originating caller may bill the charges for a call to an approved commercial credit card. The terms and conditions of the credit card company apply to payment arrangements.
- E. Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number. The terms and conditions of the third party's local exchange company apply to payment arrangements.

6.5.3 Operator Dialed Surcharge

This charge applies to Operator Station and Person-to-Person calls for which the caller has the ability to dial the called number, but chooses instead to have the Company operator perform the dialing. This charge is in addition to local usage charges and applicable operator service charges.

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 6 - MISCELLANEOUS SERVICES, (CONT'D.)

6.5 Local Operator Assisted Services, (Cont'd.)

6.5.4 Busy Line Verification and Line Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Busy Line Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit. The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

6.5.5 Rates and Charges

<u>BellSouth Areas</u>	<u>Per Call Charges</u>
Dial Calling Card	\$1.25
Operator Station	\$1.25
Person to Person	\$5.00
Per Busy Line Verification, Per Call	\$2.00
Per Line Verification and Interruption, Per Call	\$4.00

Issued: October 28, 2014

Effective:

Issued By: Senior Vice President - Corporate Development and Operations
4001 N. Rodney Parham Road
Little Rock, AR 72212

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 7 - SPECIAL ARRANGMENTS

7.1 Individual Case Basis (ICB) 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 offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this Tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

7.2 Special Promotions

The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular offering.