PRICE LIST

OF

WIREGRASS TELECOM, INC., d/b/a KNOLOGY or d/b/a WOW! INTERNET, CABLE AND PHONE CONSISTING OF RATES, RULES AND REGULATIONS

FOR

TELEPHONE SERVICE
WITHIN THE STATE OF ALABAMA

Title Page 1

GENERAL SUBSCRIBER SERVICES PRICE LIST

FOR THE

STATE OF ALABAMA

This Price List contains regulations and rates applicable for the furnishing of Local Exchange Service, Long Distance Message Telecommunications and for other general customer services, equipment and facilities associated with the above services offered by Wiregrass Telecom, Inc. d/b/a Knology or d/b/a WOW! Internet, Cable and Phone, hereinafter referred to as the Company.

Intrastate communications services are furnished through facilities provided by the Company for the transmission of intelligence by electrical impulse, principally by means of wire, radio, or a combination thereof.

EFFECTIVE: December 2, 2013 ISSUED: November 25, 2013

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ISSUED: November 25, 2013 EFFECTIVE: December 2, 2013

APPLICATION OF PRICE LIST

This Price List sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user telecommunications services by Wiregrass Telecom, Inc. d/b/a Knology or d/b/a WOW! Internet, Cable and Phone, hereinafter referred to as the Company, to Customers within the State of Alabama.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

TECHNICAL TERMS AND ABBREVIATIONS - CERTAIN TERMS USED GENERALLY THROUGHOUT THIS PRICE LIST ARE DEFINED BELOW

- **Abbreviated Dialing:** Permits lines within a Customer's terminal group to place calls within the group using 1 to 7 digits.
- **Account Codes**: Permits Centrex Stations and attendants to dial an account code number of up to eight (8) digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number
- Advance Payment: Part or all of a payment required before the start of service.
- **Automatic Callback Calling:** Allows Customers to request an automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.
- **Automatic Number Identification (ANI):** Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.
- Bit: The smallest unit of information in the binary system of notation.

by:

- **Call Forwarding**: Allows calls directed to a line to be routed to another line.
- **Call Forwarding Remote**: This optional feature allows a user to activate/deactivate the Call Forwarding All calls feature or change the forwarded to telephone number from a remote location.
- Call Forwarding Busy: Allows incoming calls to a busy line to be routed to a preselected line.
- **Call Forwarding Don't Answer**: Allows incoming calls to be automatically routed to a preselected line when the called line is not answered after a preset number of rings.
- **Call Forwarding Variable Unlimited**: Allows incoming calls to be automatically routed to another telephone number.
- **Call Hold:** Allows the user to hold one call for any length of time provided that neither party goes on-hook.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONTINUED)

- **Call Transfer**: Allows a user to transfer any established call to another line.
- **Call Waiting**: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switch-hook flash.
- **Calling Number Delivery Block**: Calling subscribers can change their calling party number presentation status from public to private or vise versa by using an access code to change the subscribers default (per line) presentation status on a per call basis.
- **Communications Services**: The Company's local exchange switched telephone services.
- **Company**: Wiregrass Telecom, Inc. d/b/a Knology or d/b/a WOW! Internet, Cable and Phone, the issuer of this Price List.
- **Company Calling Card**: 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.
- **Credit Card**: A Credit Card is an accepted credit card, which is defined as a credit card that the 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 cardholders.
- **Customer or Subscriber**: The person, firm or corporation, which orders service and is responsible for the payment of charges and compliance with the Company's regulations.
- **Dedicated**: A facility or equipment system or system set aside for the sole use of a specific customer.
- **Dedicated Inbound Calls**: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and Company's POP. This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONTINUED)

- **Dedicated Outbound Calls**: Refers to service that is offered to the extent facilities are available in those cases where the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's Point of Presence (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.
- **Demarcation Point**: The point at which the Company's facilities end and the customer's facilities begin. A demarcation point may be located at the minimum point of entry, pedestal, or at the customer's premises. The Company bears no responsibility for facilities, signals or quality of service at any point on the customer's side of the demarcation point.
- **Dial Pulse (or "DP")**: The pulse type employed by rotary dial station sets.
- **DID Trunk**: A form of local switched access that provided the ability for an outside party to call an internal extension directly without the intervention of the Company operator.
- **Direct Inward Dialing (DID)**: A service attribute that routes incoming calls directly to stations, by-passing a central answering point.
- **Direct Outward Dial (DOD)**: A service attribute that allows individual station users to access and dial outside numbers directly.
- **Dual Tone Multi-Frequency (or "DTMF")**: The pulse type employed by tone dial station sets.
- **Duplex Service**: Service that provides for simultaneous transmission in both directions.
- **End Office**: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end-office" for purposes of this Price List shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide, issued by Bellcore.
- **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.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONTINUED)

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

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

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

Inside Wire: Wiring, riser cable or house cable located within a multi-dwelling unit and/or within the customer's premises.

IXC or Inter-exchange Carrier: A long distance telecommunications services provider.

Joint User: A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

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

Last Number Redial: Enables a user to redial the last called number by use of an access code rather than dialing the entire number.

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 by other appropriate means.

Minimum Point of Presence ("MPOP"): The main telephone closet in the Customer's building.

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

Mbps: Megabits, denotes millions of bits per second.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONTINUED)

- **Multi-Frequency or ("MF")**: An inter-machine pulse-type used for signaling between telephone switches or between telephone switches and PBX/key systems.
- **Network**: Refers to the Company's facilities, equipment, and services provided under this Price List.
- Non-Published: This service provides for suppression of printed and recorded directory listings.
- **Non-Recurring Charge**: The initial charge, usually assessed on a one-time basis, to initiate and establish service.
- **On-Switch**: An on-switch Customer refers to a Customer that connected to a Company owned switch for the provision of the Company's local dial tone service. An on-switch Customer may be connected to a Company switch through either a direct connection using Company-owned fiber facilities, or through leased facilities.
- **Other Telephone Company**: An Exchange Telephone Company other than the Company or issuer of this Price List.
- **Public Safety Agency**: The State or any city, county, municipal corporation, public district, public authority, or functional division located in whole or in part within the State which provides or has the authority to provide fire fighting, law enforcement, ambulances, medical, or emergency services. Referred to the customer as Universal Emergency Telephone Number Service.
- **Public Safety Answering Point (PSAP)**: A location operated and maintained by a Public Safety Agency at which requests for fire fighting, law enforcement, ambulance, medical, or other emergency services are answered.
- **Recurring Charges**: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.
- Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this Price List, in which case the Service Commencement Date is the date of the Customer's acceptance date. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONTINUED)

Service Order: A written request for Communications Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Price List, but the duration of the service is calculated from the Service Commencement Date.

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

Shared Inbound Calls: Refers to calls that are terminated via the Customer's Company-provided local exchange access line.

Shared Outbound Calls: Refers to call in Feature Group D exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" + 1 + 10-digit number."

Speed Calling: Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer changeable.

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

Toll Control: Toll calls are permitted from the subscriber's number only by using an access code.

Toll Restriction: Will not allow toll calls to be processed from the subscriber's number.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONTINUED)

- **Traditional Operator Services:** Traditional Operator Services are those services provided by the carrier in which the end user has a customer relationship with the carrier, contracts with the customer/end user to provide services, and the customer/end user pays for the actual processing of the operator assisted calls.
- Two-way: A service attribute that includes outward dial capabilities for outbound calls and the ability to receive inbound calls.
- Unidentified Call Rejection: Activation / Deactivation UCR allows subscribers to reject calls from parties who have a privacy feature that prevents the delivery of the calling party number. When the WCR feature is active, incoming calls are routed to a denial announcement.
- Universal Emergency Telephone Number (911) Service: Wherever feasible, the Company will provide a universal Central Office number "911" for the use of Public Safety Agencies having the responsibility to protect the safety and property of the general public. It is intended that use of 911 Service will provide the public with a means of simple and direct telephone access to a Public Safety Answering Point.
- Usage Based Charges: Charges for minutes or messages traversing over local exchange facilities.
- **User or End User:** Any person or entity that obtains the Company's services provided under this Price List, regardless of whether such person or entity is so authorized by the Customer.

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA

2.1 Scope of Undertaking of the Company

2.1.1 Undertaking

2.1.1.A The Company undertakes to furnish communications service according to the terms of this Price List for one-way and/or two-way information transmission between points within its local exchange service territory within the State of Alabama.

2.1.2 Services

2.1.2.A Customers and users may use services and facilities provided under this Price List to obtain access to services offered by other service providers. The Company is responsible under this Price List 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.

2.1.3 Shortage of Equipment or Facilities

The Company reserves the right to limit or to allocate the use of existing 2.1.3.A 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.

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

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

2.1.3 Shortage of Equipment or Facilities (Cont'd)

- 2.1.3.B The furnishing of service under this Price List is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities, as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
- 2.1.3.C The Company reserves its rights to establish service packages specific to a particular Customer. The contracts may or may not be associated with volume and or term discounts.

2.1.4 Terms and Conditions

- 2.1.4.A Except for services specifically offered on a per-use basis, service is provided for a minimum period of one (1) month, twenty-four (2) hours per day. For purpose of computing charges in this Price List, a month is considered to have thirty (30) days.
- 2.1.4.B Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Price List. Customer will also be required to execute any other documents as may be reasonably requested by the Company.

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

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

Terms and Conditions (Cont'd) 2.1.4

- 2.1.4.C Except as otherwise stated in this Price List, 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 thirty (30) days' written notice. termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this Price List 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. Cancellation notice requirements will be specified in a written contract or service agreement.
- 2.1.4.D In any action between the parties to enforce any provision of this Price List, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- 2.1.4.E Service may be terminated upon written notice to the Customer if:
 - 2.1.4.E.1 Customer is using the service in violation of this Price List; or
 - 2.1.4.E.2 Customer is using the service in violation of the law.
- 2.1.4.F This Price List shall be interpreted and governed by the laws of the State of Alabama without regard for its choice of laws provision.

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

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

2.1.4 Terms and Conditions (Cont'd)

- 2.1.4.G Another Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- 2.1.4.H To the extent that either the Company or any other Telephone Company controls available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity in connection with the provision of the services offered under this Price List or the similar service of another telephone company, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At either party's reasonable request, the Company and the other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.

2.1.5 Limitations on Liability

2.1.5.A Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occurs.

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

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

2.1.5 Limitations on Liability (Cont'd)

- Except for the extension of allowances to the Customer for interruptions in 2.1.5.B service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service;
- 2.1.5.C The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed;
- 2.1.5.D The Company shall not be liable for any claims for loss or damages involving:
- 2.1.5.E Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen:
 - 2.1.5.E.1 Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

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

2.1.5 Limitations on Liability (Cont'd)

- 2.1.5.E (Cont'd)
 - 2.1.5.E.2 Any unlawful or unauthorized use of the Company's facilities and services;
 - 2.1.5.E.3 Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
 - 2.1.5.E.4 Breach in the privacy or security of communications transmitted over the Company's facilities;
 - 2.1.5.E.5 Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in section 2.1.4, preceding;
 - 2.1.5.E.6 Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

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

2.1.5 Limitations on Liability (Cont'd)

2.1.5.E (Cont'd)

- 2.1.5.E.7 Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 2.1.5.E.8 Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- 2.1.5.E.9 Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Price List;
- 2.1.5.E.10 Any act or omission in connection with the provision of 911, E911, or similar services;
- 2.1.5.E.11 Any noncompletion of calls due to network busy conditions;
- 2.1.5.E.12 Any calls not actually attempted to be completed during any period that service is unavailable.

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

- 2.1 Scope of Undertaking of the Company (Cont'd)
 - 2.1.5 Limitations on Liability (Cont'd)
 - 2.1.5.F The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, 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, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, failure to maintain presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

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by:

Arlene Morgan, Director of Regulatory Compliance Wiregrass Telecom, Inc. 2660 Montgomery Highway Dothan, AL 36303

SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

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

2.1.5 Limitations on Liability (Cont'd)

- 2.1.5.G The Company does not guarantee nor make any warranty with respect to installations provided by it for use in or near an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, 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, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- 2.1.5.H The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, whether affiliated with the Company, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

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

2.1.6 Notification of Service-Affecting Conditions

- 2.1.6.A Except as otherwise stated in this Price List, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.1.6.B The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer, but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

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

2.1.7 Provision of Equipment and Facilities

- Except as otherwise indicated, the Customer shall install, construct, maintain 2.1.7.A and operate any customer-provided equipment connected to the facilities of the Company in compliance with industry and regulatory standards so that the Customer-provided equipment interoperates with the Company's facilities satisfactorily and without causing harm to or interference with any Company facilities or services.
- 2.1.7.B The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this Price List, the responsibility of the Company shall be limited to the furnishing of services under this Price List and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - 2.1.7.B.1 the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2.1.7.B.2 the reception of signals by Customer-provided equipment; or
 - 2.1.7.B.3 network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

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

2.1.8 Non-routine Installation

2.1.8.A 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 may 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.

2.1.9 Special Construction

- 2.1.9.A Subject to the agreement of the Company and to all of the regulations contained in this Price List, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:
 - 2.1.9.A.1 where facilities are not presently available, and there is no other requirement for the facilities so constructed, including a requirement for services subject to Section 9.1 and 9.3 of this Price List;
 - 2.1.9.A.2 of a type other than that which the Company would normally utilize in the furnishing of its services;
 - 2.1.9.A.3 over a route other than that which the Company would normally utilize in the furnishing of its services;
 - 2.1.9.A.4 in a quantity greater than that which the Company would normally construct;
 - 2.1.9.A.5 on an expedited basis;

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

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

Special Construction (Cont'd) 2.1.9

- (Cont'd) 2.1.9.A
 - 2.1.9.A.6 on a temporary basis until permanent facilities are available;
 - 2.1.9.A.7 involving abnormal costs; or
 - 2.1.9.A.8 in advance of its normal construction.

2.1.10 **Ownership of Facilities**

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

2.1.11 **Universal Emergency Telephone Number Service**

- 2.1.11.A This Price List does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.
- 911 information, consisting of the names, addresses and telephone numbers 2.1.11.B of all telephone customers, is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for responding to an emergency call in progress.
- 2.1.11.C The 911 calling party, by dialing 911, waives the privacy afforded by nonlisted and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

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

2.1.11 **Universal Emergency Telephone Number Service (Cont'd)**

After the establishment of service, it is the Public Safety Agency's 2.1.11.D responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

2.1.12 Liability for Use of 911

The Company assumes no liability for any infringement, or invasion of any 2.1.12.A right of privacy or any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. The Public Safety Agency agrees, except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, 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. The Public Safety Agency also agrees to release, indemnify, defend and hold harmless the Company 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 911 Service features and the equipment associated therewith, or by any

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

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

2.1.12 Liability of Use for 911 (Cont'd)

2.1.12.A (Cont'd)

services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

2.2 Prohibited Uses

2.2.1 General

2.2.1.A 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 Resale

2.2.2.A The Company may offer its services for resale. To the extent the Company authorizes resale of its services, it 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, FCC and state regulations, policies, orders, and decisions.

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

2.2 Prohibited Uses (Cont'd)

2.2.3 Interference

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

2.2.4 Assignment and Transfer

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 prior written consent of the Company. The Company may 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 Price List will apply. Additionally, Customer may be liable for termination charges if Customer terminates any contract prior to expiration of its term.

2.3 Obligations of the Customer

2.3.1 General

- 2.3.1.A The Customer shall be responsible for:
 - 2.3.1.A.1 the payment of all applicable charges pursuant to this Price List;
 - 2.3.1.A.2 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; providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

- 2.3 Obligations of the Customer (Cont'd)
 - 2.3.1 General (Cont'd)
 - 2.3.1.A The Customer shall be responsible for: (Cont'd)
 - 2.3.1.A.2 (Cont'd)

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 properly identifying, and in compliance with all applicable state and federal regulations for monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work; 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 may be responsible; 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;

- 2.3.1.A.3 not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- 2.3.1.A.4 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.

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- 2.3.1.A The Customer shall be responsible for: (Cont'd)
 - 2.3.1.A.5 Company will assist the other company with obtaining access to inside wire, conduit space and telecommunications facilities as necessary to the Company's efficient and cost-effective provision of service. Customer will assist Company in obtaining access to inside wire, conduit, telecom closets, owned or controlled by any third parties such as landlords and/or their agents.

2.3.2 Liability of the Customer

- 2.3.2.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, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.3.2.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
 - 2.3.2.B.1 any loss, destruction or damage to property of any third party;
 - 2.3.2.B.2 the death of or injury to persons, including, but not limited to, employees or invitees of either party; and
 - 2.3.2.B.3 any liability incurred by the Company to any third party pursuant to this or any other Price List 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.
- 2.3.2.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

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Liability of the Customer (Cont'd)

2.3.2.C (Cont'd)

part from or arising in connection with the furnishing of service under this Price List, 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. Nothing in this Price List 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.

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

2.4 Customer Equipment and Channels

2.4.1 General

2.4.1.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, appropriately formatted data and video signals, except as otherwise stated in this Price List. 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 the specific signals for which the service is designed.

2.4.2 Station Equipment

2.4.2.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 Point of Connection. To the extent that the Company provides terminal equipment and/or wiring or cable, those items are offered separately, and the terms and conditions of which they are provided are not subject to this Price List.

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

2.4 Customer Equipment and Channels (Cont'd)

2.4.2 Station Equipment (Cont'd)

2.4.2.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 not cause damage to the Company-provided equipment and wiring, interfere or damage Company-provided services or the services or equipment of any other telecommunications or information service provider or injure the Company's employees or other persons. The Customer agrees to pay for any additional protective equipment the Company determines, at its sole discretion, necessary to protect the integrity and safety of its or any interconnected carrier's (or information service provider's) facilities, services or personnel.

2.4.3 Interconnection of Facilities

- 2.4.3.A The Customer shall provide, at its sole expense, any equipment necessary to achieve compatibility between Customer facilities and the facilities and equipment of the Company used for furnishing Communications Services.
- 2.4.3.B The Company, at its sole discretion, will determine whether Communications Services may be connected to the services or facilities of other communications carriers.
- 2.4.3.C Facilities furnished under this Price List may be connected to Customer-provided terminal equipment in accordance with the provisions of this Price List. 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.

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities (Cont'd)

2.4.3.D Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this Price List 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).

2.4.4 Inspections

- 2.4.4.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.
- 2.4.4.B If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

2.4 Customer Equipment and Channels (Cont'd)

2.4.5 Maintenance Visit Charges

- 2.4.5.A Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for resolving troubles reported by the Customer and the trouble is found to be caused by the Customer's facilities.
- 2.4.5.B 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.
- 2.4.5.C The time period for which the Maintenance Visit Charges applied will commence when Company personnel are dispatched to the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

2.4.6 Reserved For Future Use

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

2.4 **Customer Equipment and Channels (Cont'd)**

2.4.7 **Advance Payments**

To safeguard its interests, the Company may require a Customer to make an 2.4.7.A advance payment before services and facilities are furnished. The advance payment will not exceed the monthly amount for local exchange service and other monthly charges, added to twice the estimated monthly toll charges. 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.

2.4.8 **Deposits**

- 2.4.8.A To safeguard its interests, the Company may require a Customer to make a deposit to 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:
 - 2.4.8.A.1 the monthly amount for local exchange service and other monthly charges, added to twice the estimated monthly toll charges. Interest shall be paid by the Company upon such deposit at a rate of seven percent (7%) per annum as prescribed by the Alabama Public Service Commission. Interest shall be calculated by December 1st of each year and credited on customers' December billing.
- 2.4.8.B A deposit may be required in addition to an advance payment.

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

2.4 **Customer Deposits and Advance Payments (Cont'd)**

2.4.8 Deposits (Cont'd)

- 2.4.8.C 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. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- 2.4.8.D Customers' deposits held by the Company accrue interest at a rate specified by the Alabama Public Utilities Commission.

2.5 Payment Arrangements

2.5.1 Payments for Service

2.5.1.A General

2.5.1.A.1 The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

2.5.1.B Taxes

- 2.5.1.B.1 The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of network services.
- 2.5.1.B.2 The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges

- 2.5.2.A Non-recurring charges are due and payable within thirty (30) days after the date of the invoice.
- 2.5.2.B The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- 2.5.2.C When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- 2.5.2.D Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day 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 Price List or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- 2.5.2.E If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be no more than, one and one-half per cent (1.5%) of the amount of the outstanding amount due to the Company. The Company may, at its option, waive any late payment charge by reason of limitations in its automated billing system or for any other reason.

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

- 2.5.2.F The Customer will be assessed a charge of twenty-five dollars (\$25.00) or the maximum permitted by law for each check submitted by the Customer to the Company, which a financial institution refuses to honor.
- 2.5.2.G If service is disconnected by the Company (in accordance with section 2.6.4 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with section 2.5.4 following) and later restored, restoration of service will be subject to the rates in Section 11.

2.5.3 Billing Disputes

2.5.3.A All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within forty-five (45) days (commencing five (5) days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

2.5.3.B Late Payment Charge

- 2.5.3.B.1 The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under Section 2.5.2.E, preceding.
- 2.5.3.B.2 In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

2.5 Payment Arrangements (Cont'd)

- 2.5.3 Billing Disputes (Cont'd)
 - 2.5.3.B Late Payment Charge (Cont'd)
 - 2.5.3.B.3 In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.
 - 2.5.3.C Adjustments or Refunds to the Customer
 - 2.5.3.C.1 In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
 - 2.5.3.C.2 In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
 - 2.5.3.C.3 In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
 - 2.5.3.C.4 All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

2.5 Payment Arrangements (Cont'd)

2.5.3 Billing Disputes (Cont'd)

- 2.5.3.D Unresolved Billing Disputes
 - 2.5.3.D.1 In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to ninety (90) days (commencing five (5) days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action:
 - 2.5.3.D.1.(a) First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
 - 2.5.3.D.1.(b) Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Alabama Public Service Commission P.O. Box 991 Montgomery, AL 36101

2.5.4 Discontinuance of Service

- 2.5.4.A Upon nonpayment of any regulated amounts owed to the Company, the Company may, by giving five (5) days' written notice to the Customer, discontinue or suspend service without incurring any liability.
- 2.5.4.B Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving thirty (30) days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

2.5 Payment Arrangements (Cont'd)

2.5.4 Discontinuance of Service (Cont'd)

- 2.5.4.C Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.5.4.D Upon the Customer's insolvency, assignment for the benefit of creditors, filing or bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability if the Customers' account is delinquent.
- 2.5.4.E Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs as set forth in Section 2.7 of this Price List. The Customer will also be responsible for payment of any reconnection charges.
- 2.5.4.F Upon the Customer's use of any communications of the provisions of Section 2.2 of this Price List or in any manner which harms, impairs or interferes with the Company provided services or facilities, the Company may immediately discontinue service without incurring any liability. The Customer will be liable for all related costs as set forth in Section 2.7 of this Price List. The customer will also be responsible for payment of any reconnection charges.

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

2.5 Payment Arrangements (Cont'd)

2.5.4 Discontinuance of Service (Cont'd)

- 2.5.4.G Upon the Company's discontinuance of service to the Customer under Section 2.5.4.A or 2.5.4.B, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Price List, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).
- 2.5.4.H For any Customer which receives calls originally dialed as an 800 or 888 number, the Customer is responsible for providing adequate access lines to enable the Company to terminate all 800/888 Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800/888 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after 90 days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate any portion of the Customer's 800/888 Service, with thirty (30) days' written notice, that may be provided by the Company.
- 2.5.4.I The Company, by written notice to the customer, may discontinue service to any Company Calling Card authorization code that the Company may have issued if that code has not been used for a period of 120 days.
- 2.5.4.J Applications for service may not be cancelled 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.

SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

2.5 Payment Arrangements (Cont'd)

2.5.4 Discontinuance of Service (Cont'd)

- 2.5.4.K Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levied against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).
- 2.5.4.L Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- 2.5.4.M The special charges described in 2.7.3.A through 2.7.3.C will be calculated and applied on a case-by-case basis.

2.5.5 Changes in Service Requested

2.5.5.A 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.

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

2.5 Payment Arrangements (Cont'd)

2.5.6 General

- 2.5.6.A A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. 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 Price List.
- 2.5.6.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.
- 2.5.6.C If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, 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.

2.5.7 Credit Allowance

- 2.5.7.A No credit allowance will be made for any interruption in service:
 - 2.5.7.A.1 Due to the negligence of or noncompliance with the provisions of this Price List by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
 - 2.5.7.A.2 Due to the failure of power, equipment, systems, connections or services not provided by the Company;
 - 2.5.7.A.3 Due to circumstances or causes beyond the control of the Company;

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

2.5 Payment Arrangements (Cont'd)

2.5.7 Credit Allowance (Cont'd)

- 2.5.7.A. No credit allowance will be made for any interruption in service: (Cont'd)
 - 2.5.7.A.4 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;
 - 2.5.7.A.5 During any period in which the Customer continues to use the service on an impaired basis;
 - 2.5.7.A.6 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;
 - 2.5.7.A.7 That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
 - 2.5.7.A.8 That was not reported to the Company within thirty (30) days of the date that service was affected.

2.5.8 Use of Another Means of Communications

2.5.8.A 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.

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

2.5 Payment Arrangements (Cont'd)

2.5.9 Application of Credits for Interruptions in Service

- 2.5.9.A 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 twenty-four (24) hours or more from the time the interruption is reported to or known to exist by the Company, except otherwise specified in the Company's Price List.
- 2.5.9.B For calculating credit allowances, every month is considered to have thirty (30) days.
- 2.5.9.C A credit allowance will be given for interruptions in service of fifteen (15) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one twenty-four (24)-hour period shall be considered as one interruption.
- 2.5.9.D Interruptions of 24 Hours or Less.
 - 2.5.9.D.1 Length of Interruption to be Credited
 - 2.5.9.D.1.(a) Less than 15 minutes None
 - 2.5.9.D.1.(b) 15 minutes up to but not including 3 hours 1/10 Day
 - 2.5.9.D.1.(c) 3 hours up to but not including 6 hours 1/5 Day
 - 2.5.9.D.1.(d) 6 hours up to but not including 9 hours 2/5 Day
 - 2.5.9.D.1.(e) 9 hours up to but not including 12 hours 3/5 Day
 - 2.5.9.D.1.(f) 12 hours up to but not including 15 hours 4/5 Day

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

2.5 Payment Arrangements (Cont'd)

- 2.5.9 Application of Credits for Interruptions in Service (Cont'd)
 - 2.5.9.D.2 Interruptions of 24 Hours or Less (continued)
 - 2.5.9.D.2.(a) 15 hours up to but not including 24 hours One Day
 - 2.5.9.D.3 Continuous Interruption Over 24 Hours and Less Than 72 Hours
 - 2.5.9.D.3.(a) Interruptions over twenty-four (24) hours and less than seventy-two (72) hours will be credited 1/5 day for each three (3)-hour period or fraction thereof that occurs following the expiration of the initial twenty-four (24)-hour period. No more than one full day's credit will be allowed for any period of twenty-four (24) hours.
 - 2.5.9.D.4 Interruptions over 72 Hours
 - 2.5.9.D.4.(a) Interruptions over seventy-two (72) hours will be credited two (2) days for each full twenty-four (24)-hour period that occurs following the expiration of the initial seventy-two (72)-hour period. No more than thirty (30) days credit will be allowed for any one (1)-month period.

2.5.10 Reserved for Future Use

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

2.6 Cancellation of Service/Termination Liability

2.6.1 General

2.6.1.A If a Customer cancels a Service Order or terminates services before the completion of the minimum term for any reason whatsoever other than a service interruption (as defined in Section 2.5.6), the Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2. Termination liabilities will be specified in a written contract or service agreement.

2.6.2 Termination Liability

- 2.6.2.A Customer's termination liability for cancellation of service shall be equal to:
 - 2.6.2.A.1 all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
 - 2.6.2.A.2 any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
 - 2.6.2.A.3 all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
 - 2.6.2.A.4 minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

2.7 Customer Liability For Unauthorized Use of the Network

2.7.1 Unauthorized Use of the Network

- 2.7.1.A Unauthorized use of the network occurs when:
 - 2.7.1.A.1 a person or entity that does not have actual, apparent, or implied authority to use the Network obtains the Company's services provided under this Price List; or a person or entity that otherwise has actual, apparent, or implied authority to use the network, makes fraudulent use of the network to obtain the Company's services provided under this Price List, or uses specific services, which are not authorized.
- 2.7.1.B The following activities constitute fraudulent use:
 - 2.7.1.B.1 Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 - 2.7.1.B.2 Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's Price Listed charges by either rearranging, tampering with, or making connections not authorized by this Price List to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 - 2.7.1.B.3 800/888 callers using the network with the intent of gaining access to a Customer's outbound calling capabilities on an authorized basis; and
 - 2.7.1.B.4 Using fraudulent means or devices, tricks or schemes, false or invalid numbers, false credit devices, or electronic devices to defraud or mislead callers.

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

2.7 Customer Liability For Unauthorized Use of the Network (Cont'd)

2.7.1 Unauthorized Use of the Network (Cont'd)

2.7.1.C Customers are advised that use of telecommunications equipment and services, including that provided under this Price List, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Price List.

2.7.2 Liability for Unauthorized Use

- 2.7.2.A Except as provided for elsewhere in this Price List, the Customer is responsible for payment of all charges for services provided under this Price List furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- 2.7.2.B The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- 2.7.2.C The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

2.7 Customer Liability For Unauthorized Use of the Network (Cont'd)

2.7.3 Liability for Calling Card Fraud

- The Customer is liable for the unauthorized use of the Network obtained 2.7.3.A through the fraudulent use of any Company Calling Card that the Company may have issued, provided that the unauthorized use occurs before the Company has been notified. 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 an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholders.
- 2.7.3.B The Customer must give the Company notice that unauthorized use of any Company Calling Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a written confirmation that unauthorized use of a Company Calling Card has occurred or may offer as a result of loss, theft or other reasons. The Company may, but is not required to, advise the customer of abnormal calling patterns or other possible unauthorized use of any Company Calling Cards assigned to the customer. In addition, the Company may, but is not required, to block calls on Company Calling Card authorization codes which the Company believes to be unauthorized or fraudulent.

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> Arlene Morgan, Director of Regulatory Compliance by: Wiregrass Telecom, Inc. **2660 Montgomery Highway**

> > Dothan, AL 36303

SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

- 2.7 Customer Liability For Unauthorized Use of the Network (Cont'd)
 - 2.7.3 Liability for Calling Card Fraud (Cont'd)
 - 2.7.3.C The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Credit Card, provided:
 - 2.7.3.C.1 the Credit Card is an accepted credit card, and the unauthorized use occurs before the Company has been notified. 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 an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholders
 - 2.7.3.D The liability of the Customer for unauthorized use of the Network by Credit Card fraud will not exceed the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.
 - 2.7.3.E The Customer must give the Company written notice that unauthorized use of a Credit Card has occurred or may occur as a result of loss, theft or for other reasons. For the purposes of this section, "notice" occurs when the Company receives a written confirmation that unauthorized use of a Credit Card has occurred or may occur as a result of loss, theft or other reasons.

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by: Arlene Morgan, Director of Regulatory Compliance

SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

2.8 Use of Customer's Service by Others

2.8.1 Resale and Sharing

2.8.1.A Any service provided under this Price List may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or Alabama Public Service Commission regulations governing such resale or sharing. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this Price List, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.8.2 Joint Use Arrangements

2.8.2.A Joint use arrangements will be permitted for all services provided under this Price List. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be jointly and separately responsible for the payment of the charges billed to it.

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

2.9 Transfers and Assignments

2.9.1 Generally

Neither the Company nor the Customer may assign or transfer its rights or 2.9.1.A 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.

2.10 Notices and Communications

2.10.1 Generally

2.10.1.A The Customer shall designate an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed. The Company shall designate 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.

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

2.10 Notices and Communications (Cont'd)

2.10.1 Generally (Cont'd)

- 2.10.1.B All notices or other communications required to be given pursuant to this Price List 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 fifth 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.
- 2.10.1.C 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.

2.11 Operator Services Rules

- 2.11.1 The Company will enforce the operator service rules set out below. A provider of intrastate operator assisted communications services must:
 - 2.11.1.A identify itself at the time the end-user accesses its services;
 - 2.11.1.B upon request, quote all rates and charges for its services to the end-user accessing its system;
 - 2.11.1.C arrange to have posted in plain view at each telephone location which automatically accesses the operator service provider's network and where its services are made available to the public or transient end-users:

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

2.11 Operator Services Rules (Cont'd)

2.11.1 (Cont'd)

- 2.11.1.C.1 the operator service provider's name and address;
- 2.11.1.C.2 bill and service dispute calling information including the operator service provider's dispute resolution phone number;
- 2.11.1.C.3 clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and
- 2.11.1.C.4 notice concerning any and all amounts to be billed by the operator services provider on behalf of any host location or third party which will appear on the operator service provider's bill for services rendered.
- 2.11.1.C.5 in instances when the provider is unable to complete the call and it requires transfer to another telephone corporation which may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and
- 2.11.1.C.6 in the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.
- 2.11.2 The Company will comply with the following provisions:
 - 2.11.2.A Providers of intrastate operator assisted communications services shall not take any action or enter into any arrangement which restricts end-user selection among competing interexchange telephone corporations or end users access to competing providers of intrastate operator assisted communications services, or pay any commissions or other compensation to any entity engaged in such action or arrangement.

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SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

2.12 Services to Hearing Impaired

- 2.12.1 Residential impaired customers or impaired members of a customer's household, upon written application and certification of their impaired status, which is evidenced by either a certificate from a physician, health care official, or state agency, or a diploma from an educational institution for the impaired, will receive a discount off their message toll service rates, and, if they utilize telebraille devices, they will receive free access to local and intrastate long distance directory assistance. Additionally, for TDD lines maintained by nonprofit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the impaired, the Customer will receive a discount off his/her message toll service rates.
 - 2.12.1.A Upon receipt of the appropriate application, and certification or verification, the following discounts off basic message toll service shall be made available for the benefit of the impaired: the evening discount off the intrastate, interexchange, customer-dialed, station to station calls originating 8:00 a.m. to 4:59 p.m. Monday through Friday; the night/weekend discount off the intrastate, interexchange, customer-dialed, station to station calls originating 5:00 p.m. to 10:59 p.m. Sunday through Friday, and New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

SECTION 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (CONTINUED)

2.13 Reserved For Future Use.

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by: Arlene Morgan, Director of Regulatory Compliance

Wiregrass Telecom, Inc. 2660 Montgomery Highway Dothan, AL 36303

SECTION 3 – BASIC SERVICE DESCRIPTIONS AND RATES

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SECTION 3 – BASIC SERVICE DESCRIPTIONS AND RATES

3.1 General

The regulations set forth in this section govern the application of rates for services contained in other sections of this Price List.

3.2 Charges Based on Duration of Use

3.2.1 General

- 3.2.1.A 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:
 - 3.2.1.A.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.
 - 3.2.1.A.2 Timing on completed 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). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute.
 - 3.2.1.A.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.
 - 3.2.1.A.4 Calls originating in one rate period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
 - 3.2.1.A.5 All times refer to local time.

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SECTION 3 – BASIC SERVICE DESCRIPTIONS AND RATES

3.3 Rates Based Upon Distance

3.3.1 General

- 3.3.1.A. Where charges for a service are specified based upon distance, the following rules apply:
- 3.3.1.A.1 Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in Bellcore's Local Exchange Routing Guide (LERG), associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network the Company will apply the Rate Center of the Customer's main billing telephone number.
 - 3.3.1.A.2 The airline distance between any two Rate Centers is determined as follows:
 - 3.3.1.A.2.1 Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.
 - 3.3.1.A.2.2 Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
 - 3.3.1.A.2.3 Square each difference obtained in step (b) above.
 - 3.3.1.A.2.4 Add the square of the "V" difference and the square of the "H" difference obtained in step (c) above.
 - 3.3.1.A.2.5 Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

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SECTION 3 - BASIC SERVICE DESCRIPTIONS AND RATES (CONTINUED)

- 3.3 Rates Based Upon Distance (Cont'd)
 - 3.3.1 General (Cont'd)
 - 3.3.1.A. Where charges for a service are specified based upon distance, the following rules apply: (Cont'd)
 - 3.3.1.A.2 The airline distance between any two Rate Centers is determined as follows: (Cont'd)
 - 3.3.1.A.2.6 Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
 - 3.3.1.A.2.7 FORMULA = ((V1-V2)2 + (H1-H2)2)/10)1/2
- 3.4 Reserved For Future Use.
- 3.5 Reserved For Future Use.
- 3.6 Reserved For Future Use.
- 3.7 Reserved for Future Use.

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SECTION 4 – EXCHANGE ACCESS SERVICE AREAS

4.0 Exchange Access Service Areas

4.1 Geographic Scope

4.1.1 General

4.1.1.A Exchange Access Services are provided (pursuant to Section 5.1) in limited geographic areas. Exchange Access Services bearing the following NPA-NXX designations are provided at the following locations and in the following areas:

699, 615, 637, 671, 673, 677, 678, 702, 712, 713, 714, 790, 792, 793, & 794

- 4.1.1.B Full service versions of the Company's Exchange Services will be provided to Customers, at Customer premises located in these areas pursuant to this or the CenturyTel Alabama Local Exchange Services Price List, to the extent that: (a) the Company has in-place and available network facilities extending to such premises; or (b) the Customer's premises are served by a CenturyTel Alabama wire center at which the Company maintains a collocation arrangement and is able to reasonably employ such arrangement to interconnect to unbundled exchange link facilities which the Company, in its sole discretion, judges to be of a type, grade, technical specifications, quality and quantity sufficient to, and offered under conditions consistent with, the delivery of such services.
- 4.1.1.C Geographic Areas In Which NPA-NXX Full Service is Available¹

¹ The Company intends to offer its customers exchange access service to local calling areas that are at least as large as the local calling areas offered by the dominant Local Exchange Carrier in any area where the Company provides service. The precise limits of the Company's local calling areas cannot be determined until final interconnection arrangements have been made with the dominant Local Exchange Carrier(s) in the area(s) where the Company offers services.

SECTION 4 – EXCHANGE ACCESS SERVICE AREAS (CONTINUED)

4.2 Calling Areas

4.2.1 Geographically-defined²

4.2.1 Geographically-defined Local Calling Areas are associated with each Exchange Access Service provided pursuant to Section 5.1. Exchange Access Services bearing the following NPA-NXX designations shall have the following Home Calling Areas:

NPA-NXX Local Calling Area

Exchange Additional Exchanges

Daleville----- Echo, Enterprise, Newton & Ozark

Dothan -----Columbia, Headland, Midland City, Newton, Slocomb &

Wicksburg

Enterprise-----Daleville, Elba, & New Brockton

Ozark------Daleville & Echo

4.3 Rates

4.3.1 Local Calling Areas

4.3.1.A Rates and rate plans for Local Calling Area calls placed over Company-provided Exchange Access Services are set forth in Sections 5 and 11.

² The Company intends to offer its customers exchange access service to local calling areas that are at least as large as the local calling areas offered by the dominant Local Exchange Carrier in any area where the Company provides service. The precise limits of the Company's local calling areas cannot be determined until final interconnection arrangements have been made with the dominant Local Exchange Carrier(s) in the area(s) where the Company offers services.

SECTION 5 - EXCHANGE ACCESS SERVICE

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SECTION 5 - EXCHANGE ACCESS SERVICE

5.1 General

5.1.1 Scope

- 5.1.1.A Exchange Access Service provides a Customer with a telephonic connection and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:
 - 5.1.1.A.1 receive calls from other stations on the public switched telecommunications network;
 - 5.1.1.A.2 access other services offered by the Company as set forth in this Price List;
 - 5.1.1.A.3 access (at no additional charge) the Company's business office for service related assistance;
 - 5.1.1.A.4 access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
 - 5.1.1.A.5 access services provided by other common carriers which purchase the Company's Switched Access services as provided under the Company's Federal and/or State Price Lists, or which maintain other types of traffic exchange arrangements with the Company.
- 5.1.1.B Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the Customer's premise.

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SECTION 5 - EXCHANGE ACCESS SERVICE (CONTINUED)

- **5.2** Exchange Access Services
 - **5.2.1** Available Services
 - 5.2.1.A Standard Business Line*
- **5.3** Reserved for Future Use.
- 5.4 Standard Business Line
 - 5.4.1 Description
 - 5.4.1.A The Standard Business Line provides a Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Standard Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Standard Line is provided with the following standard features: Call Forward-All, Three-Way Calling and Speed Dial.

*The Basic Service Rates listed do not include any federal, state or local fees or taxes, including without limitation, E-911 charges and the \$0.15 dual-party relay surcharge, which shall be shown separately on a customer's bill.

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SECTION 5 - EXCHANGE ACCESS SERVICE (CONTINUED)

5.5 PBX Trunk Service:

5.5.1 Description

- 5.5.1.A Basic PBX Trunk Service provides a Customer with a single, voice-grade, telephonic communications channel which can be used to place or receive one call at a time. Basic PBX Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic PBX Trunk is provided with touch tone signaling and may be configured into a hunt group with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DSO level. Basic PBX Trunks may be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges.
 - 5.5.1.A.1 **One-way Outbound**: Provides the Customer with a single analog or digital connection that is restricted to carry outbound traffic only.
 - 5.5.1.A.2 **Two-way**: Provides the Customer with a single analog or digital connection that can carry one-way inbound or two way traffic.

5.5.1.B Available Features:

- 5.5.1.B.1 **Circular Hunt**: Hunts through all of the lines in the hunt group regardless of the number dialed.
- 5.5.1.B.2 **Sequential Hunt**: Starts at the number dialed and ends at the last phone number in the hunt group.

5.5.2 Rates and Charges

5.5.2.A A Basic PBX Trunk Customer will be charged applicable Non-Recurring Charges and Monthly Recurring Charges as specified in Section 11.

SECTION 5 - EXCHANGE ACCESS SERVICE (CONTINUED)

5.5 PBX Trunk Service (Cont'd)

5.5.3 Direct Inward Dialing (DID)

- 5.5.3.A Provides the Customer with a single analog or digital connection that can carry one-way, inbound traffic. The number of digits to be outpulsed must be specified by the Customer.
- 5.5.3.B Direct Inward Dialing Numbers: Telephone numbers can be obtained in blocks of 20 numbers. Additional monthly charges will apply, as specified in Section 11.
- 5.5.3.C Direct Inward Dialing Rates and Charges: A Customer who orders a PBX Trunk - DID will be charged applicable Non-Recurring Charges, as specified in Section 11.
- 5.5.3.D A PBX Trunk Customer will be charged applicable Non-Recurring Charges and Monthly Recurring Charges, as specified Section 11.

5.5.4 Reserved For Future Use.

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SECTION 5 - EXCHANGE ACCESS SERVICE (CONTINUED)

5.6 **Local Calling Plans-LATA Wide Plan**

5.6.1 General

This Price List applies to local exchange telephone service provided under the Local Calling Plans-LATA Wide Plan. The exchange areas to which the regulations and rates contained herein are as specified in Section 5.6.4 to this Price List and are in addition to the applicable regulations and rates specified in other Price Lists of the Company.

5.6.2 Regulations

- 5.6.2.A Existing customers may have the option to keep their current flat rate service or convert to the Local Calling Plans-LATA Wide Plan service. Should the existing customer opt to keep the current flat rate service, he will continue to dial "1+" to the expanded local calling areas and will be charged the applicable intraLATA toll rates for such calls.
- 5.6.2.B All new customers moving into the Local Calling Plans exchanges may choose one of the Local Calling Plans-LATA Wide Plan options or subscribe to flat rate service. Should the new customer subscribe to flat rate service, he will dial "1+" to the expanded local calling areas and will be charged the applicable intraLATA toll rates for such calls.
- 5.6.2.C The Plans are furnished only from central offices which have been arranged to provide these services, and are available to individual business and residence line customers.

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SECTION 5 - EXCHANGE ACCESS SERVICE (CONTINUED)

5.6 Local Calling Plans-LATA Wide Plan (Cont'd)

5.6.2 Regulations (Cont'd)

5.6.2.D Services

Community Xtra Plan provides flat rate calling within the originating exchange and Wiregrass Telecom, Inc., d/b/a Knology specified nearby exchanges with measured calling to all other exchanges within the LATA.

Community Xtra - Ultimate Plan provides flat rate unlimited calling to all exchanges within the LATA. This service plan is for businesses only. This service cannot be used for access to the Internet or other data services outside the flat rate calling scope described in Section 5.6.4. Wireless Telecom, Inc., d/b/a Knology reserves the right to terminate service to any customer who abuses this service. Abuse will be determined when the monthly aggregate total of minutes of the customer's lines subscribed to this service is in excess of 10,000 minutes.

<u>Premium Calling Plan – Block of Time</u> provides flat rate calling to all exchanges within the LATA over a twenty-five (25) hour block of time monthly allotment. Usage over the twenty-five (25) hour block of time will be billed at \$0.055 per minute.

Any exchange routes that are flat rated under the Community Xtra Plan will also be flat rated under the Premium Calling Plan – Block of Time option and those minutes of use will not be counted toward the twenty-five (25) hour block of time.

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SECTION 5 - EXCHANGE ACCESS SERVICE (CONTINUED)

5.6 Local Calling Plans-LATA Wide Plan (Cont'd)

5.6.2 Regulations (Cont'd)

- 5.6.2.E Service charges shall be waived for those customers subscribing to a Local Calling Plan (LCP), changing to or between LCP Options; as well as converting back to flat rate service.
- Flat rate and measured rate services will be furnished to the same customer on the same premises where both services are available in the customer's local exchange area. Should a customer request flat rate and measured rate services on the same premises, a separate line and number will be required for each service type. The customers will receive two separate bills, one bill combining all flat rate lines and services and one for all measured rate lines and services provided.
- 5.6.2.G Measured rate service, where applicable, provides for calling to specified home exchange and outside home exchange areas with each call measured on a per minute of use basis. Usage rates for home exchange and outside home exchange calls are specified in 5.6.3.B.
- 5.6.2.H Calls made to the specified areas should be dialed by the customers on a station-to-station sent-paid basis without the assistance of a Telephone Company operator. Any "O+" or "O-" call to an exchange that was toll prior to Local Calling Plans Implementation will be billed as an intraLATA operator assisted toll call regardless of whether the originating customer subscribes to a Local Calling Plans option or not. "O+" calls made to exchanges that were local or flat rate EAS prior to Local Calling Plans Implementation will be billed at the local operator surcharge for the type call being made, plus \$0.25.

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SECTION 5 - EXCHANGE ACCESS SERVICE (CONTINUED)

5.6 Local Calling Plans-LATA Wide Plan (Cont'd)

5.6.2 Regulations (Cont'd)

5.6.2.I Local Calling Plan service will not be offered in connection with Public Telephone Access Service, WATS, Feature Group A or Foreign Exchange services.

For the purpose of determining charges, the following applies:

- 5.6.2.I.1 A flat monthly line rate for provision of incoming calls and access to the local network.
- A charge per minute or fraction thereof, for duration of a call. Monthly billing is based on cumulative minutes of usage with the total fraction rounded to the next higher minute. Home exchange and outside home exchange minute of use rates are specified in Section 5.6.3.B.
- 5.6.2.I.3 Chargeable time for all calls begins when connection is established between the calling line and the called line or branch exchange, and ends when the calling line "hangs'up" thereby releasing the network connection. If the called line "hangs-up", but the calling line does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Telephone Company operator.

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SECTION 5 - EXCHANGE ACCESS SERVICE (CONTINUED)

5.6 Local Calling Plans-LATA Wide Plan (Cont'd)

5.6.3 Rates

5.6.3.A Application of Rates

The rates shown herein entitle the customer to local messages to all telephone of the exchanges of an Area exchange listed in Section 5.6.4 following.

5.6.3.B Rate Schedule - Access Line Rates

		Monthly Rate	
(1)	Residence Community Xtra Plan Premium Calling Plan-Block of Time	\$19.50 \$32.50	
(2)	Business Community Xtra Plan Premium Calling Plan-Block of Time	\$45.50 \$67.50	
	Community Xtra Ultimate Plan (Additional charge to business line charges as specified in Sections 11.1.1, 11.6, 11.7.6 and 11.13.3)		
	1 - 10 Lines - each line or channel11 + Lines - each line or channel	\$12.50 \$ 7.50	

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SECTION 5 - EXCHANGE ACCESS SERVICE (CONTINUED)

5.6 Local Calling Plans-LATA Wide Plan (Cont'd)

5.6.3 Rates (Cont'd)

5.6.3.B (Cont'd)

Usage charges and calling scopes for calls from the Community Xtra and Premium Calling Plans.

LATA <u>Wide Plan</u>	<u>Rating</u>	Calling Scopes	Rates
Community Xtra Plan	(Measured)	Within Flat Rated Calling Scope	No Charge See list of exchanges In Section 5.6.4
		All other exchanges In LATA	\$0.055 per MOU
Premium Calling Plan Block of Time	25 hour Block of Time (BOT)	Within Flat Rated Calling Scope All other exchanges In LATA	No Charge See list of exchanges In Section 5.6.4 Minutes charged toward 25 hour BOT Usage in excess of 25 hour BOT will be rated at \$0.055 per minute
Community Xtra	"Zero Rated"	LATA Wide	No Charge

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SECTION 5 - EXCHANGE ACCESS SERVICE (CONTINUED)

5.6 Local Calling Plans-LATA Wide Plan (Cont'd)

5.6.3 Rates (Cont'd)

5.6.3.C Detail Billing

When a billing detail is furnished, the following charges will apply. The billing detail includes date of call, called telephone number, answer time, and length of call. The customer must request a detailed bill at least thirty (30) days in advance of the date detail billing is to commence.

Rate

Per customer bill, per month

\$5.00

Flat Data

NOTE: A non-recurring charge as specified in S11.1.2.B for business and S11.1.1.A for residential will apply when Detail Billing is requested subsequent to the establishment of basic local exchange service.

5.6.4 Local Calling Plans-LATA Wide Plan Exchanges

Exchange	<u>LATA</u>	Calling Scope
Dothan	Montgomery	Columbia Dothan Hartford Headland Midland City Newton Slocomb Wicksburg

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SECTION 5 - EXCHANGE ACCESS SERVICE (CONTINUED)

5.7 Dual Party Relay Service

5.7.1 The Company is charging a \$0.15 surcharge for Dual Party Relay Service, which is not reflected in the customer's total bill.

5.7.2 Application

For the purposes of this Section, the following definitions, rules and regulations are applicable, in addition to the definitions contained in Section 1 and to the rules and regulations contained in Section 2 of this Price List. In the event of any conflict between the provisions of this Section and the provisions of Sections 1 and 2, then the provisions of this Section shall prevail.

5.7.3 Description of Service

Dual Party Relay permits the hearing and speech impaired users of Telecommunications Devices for the Deaf (TDD) to communicate with users of ordinary telephones. Communication takes place when a communications assistant relays conversations (voice to TDD or TDD to voice). These calls are between one party who must communicate by means of a TDD and another who communicates by means of an ordinary telephone. Messages are rated from the rate center of the calling party to the rate center of the called party.

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SECTION 5 - EXCHANGE ACCESS SERVICE (CONTINUED)

5.7 Dual Party Relay Service (Cont'd)

5.7.4 Definitions

Alabama Relay Center - A center located at a predetermined point outside the Company's Network, staffed with communications assistants of a predetermined carrier, which permits the hearing and speech impaired users of Telecommunications Devices for the Deaf (TDD) to communicate with users of ordinary telephones.

Bill to Third Party - A billing arrangement which permits a long distance "voice to TDD" or "TDD to voice" call to be charged to an authorized station, as determined by the Company, other than the station originating the call or the station where the call is terminated. These calls may be billed only to a third number within Alabama.

Person-To-Person Call - A MTS (Long Distance Message Telecommunications Service) class of service where the person originating the "voice to TDD" or "TDD to voice" call specifies to the communications assistant at the Alabama Relay Center a particular person to be reached. When the person originating such a call agrees to talk to anyone other than the one specified, the classification of the call remains person to person.

Station-To-Station Call - A MTS (Long Distance Message Telecommunications Service) class of service where the person originating the "voice to TDD or TDD to voice" call gives to the communications assistant at the Alabama Relay Center the telephone number of the desired station, and does not specify a particular person to be reached.

- 1. "Dial Station" is that Station-to-Station Service in which a call is dialed by the customer, except when an operator assists in the completion of calls between hearing and speech impaired Customers who use Telecommunications Devices for the Deaf (TDD), and users of ordinary telephones.
- 2. "Customer Dialed Calling Card Station" is that Station-to-Station service in which a call is dialed by the customer, except when an operator assists in the completion of calls between hearing and speech impaired Customers who use Telecommunications Devices for the Deaf (TDD), and users of ordinary telephones.

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SECTION 5 - EXCHANGE ACCESS SERVICE (CONTINUED)

5.7 Dual Party Relay Service (Cont'd)

5.7.4 Definitions (Cont'd)

The use of this calling service limits the billing of calls through the Alabama Relay Center to an Alabama Calling Card Number.

5.7.5 Restrictions

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

- Calls to 976, 900 or 700 numbers.
- Calls to time or weather recorded messages.
- Calls to other informational recordings.
- Station sent paid calls from coin telephones.
- Operator handled conference service and other teleconference calls.
- All calls billed to Cards (i.e., Credit Cards and Calling Cards) other than those assigned by the telephone company.

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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES

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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES

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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES

6.1 Directory Listings

6.1.1 Description

6.1.1.A For each Customer of Company-provided Exchange Access Service(s), the Company shall, upon customer request, arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge, as provided under the Company's Price list.

6.2 **Non Published Service**

6.2.1 **Description**

This service provides for suppression of printed and recorded directory listings.

6.3 **Number Retention**

6.3.1 Description

6.3.1.A Number Retention is an optional feature by which a new Customer, who was formally a customer of another certificated local exchange carrier at the same premises location, may retain its telephone number for use with the Company-provided Exchange Access Services. Number Retention service is only available in areas where the Company maintains some form of number retention arrangement with the Customer's former local exchange carrier.

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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES (CONTINUED)

6.4 Blocking/Unblocking

6.4.1 Description

6.4.1.A This service provides the option of blocking, or subsequent unblocking, all 900 and 976 calls on a per line basis. The Company will provide for per-line blocking where the Company's switching facilities permit.

6.5 Vanity Number Service

6.5.1 Description

- 6.5.1.A Vanity Number Service is an optional feature by which a new Customer may request a specific or unique telephone number and fax number for use with the Company provided Exchange Access Services. This service provides for the assignment of a Customer requested telephone number other than the next available number from the assignment control list.
- 6.5.1.B Vanity Number Service is furnished subject to the availability of facilities, NXX codes and the requirements of Exchange Access Service as defined by the Company. The Company reserves all rights to the Vanity Numbers assigned to customers and may, therefore, change them if required.
- 6.5.1.C Monthly recurring charges apply per Vanity number.

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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES (CONTINUED)

6.5 Vanity Number Service (Cont'd)

- **6.5.2** Vanity Number Service is furnished subject to the availability of facilities, NXX codes and the requirements of Exchange Access Service as defined by the Company. The Company reserves all rights to the Vanity Numbers assigned to customers and may, therefore, change them if required.
 - 6.5.2.A Monthly recurring charges apply per Vanity number.

6.6 Service Order and Change Charges

6.6.1 Description

- 6.6.1.A Non-recurring Service Order Charges apply to processing new service, for changes in service, and for changes in the Customer's PIC code.
- 6.6.1.B Non-recurring Feature Service Order Fees apply to additions or changes to one (1) or more features on a Residential and/or Business Customer's account.

6.7. Emergency Services Calling Plan

6.7.1 Description

- 6.7.1.A Access (at no additional charge) to emergency services by dialing 0– or 9-1-1
- 6.7.1.B 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 person 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:

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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES (CONTINUED)

6.7. Emergency Services Calling Plan (Cont'd)

6.7.1 Description (Cont'd)

6.7.1.B (Cont'd)

- 6.7.1.B.1 Government fire fighting, Alabama State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) quality 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.
- 6.7.1.B.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 service agency in order to seek assistance for such an emergency.

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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES (CONTINUED)

6.8 Other Exchange Access Service Features (Custom Calling Features)

6.8.1 Call Waiting

6.8.1.A Permits the end-user engaged in a call to receive a tone signal indicating a second call is waiting; and, by operation of the switch hook, to place the first call on hold and answer the waiting call. The Customer may alternate between the two calls by operation of the switch hook, but a three-way conference call cannot be established.

6.8.2 Caller ID

6.8.2.A Allows the Customer to view the telephone number of an incoming call before answering the call. To utilize this feature, the Customer is required to use either a display telephone or a small display unit which connects to the telephone. Caller ID is a monthly subscription service.

6.8.3 Voicemail

6.8.3.A Voice messaging is a central office based service that allows Customers to receive voice messages when (1) the line is busy, (2) no one is available to answer the telephone and/or (3) the Customer prefers to have calls answered by voice messaging. The voice messaging service is in a server located in the central office. The central office and server work together to record, store, play back and distribute voice messages for customers.

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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES (CONTINUED)

6.8 Other Exchange Access Service Features (Custom Calling Features) (Cont'd)

6.8.4 Anonymous Call Block

6.8.4.A Allows the Customer to reject incoming calls from people using the ID Masking feature (i.e., that have intentionally blocked their identification (name and number) display information). This feature is activated by dialing a pre-assigned code. Once activated, an announcement will play to those callers using ID Masking stating that no anonymous calls will be accepted, and they should unblock their number and call again. This feature can be deactivated by dialing a pre-assigned code. This is a monthly subscription service. Availability of service depends upon the Company obtaining suitable interconnection arrangements with other local exchange companies.

6.8.5 Preferred Call Block

6.8.5.A Allows the Customer to reject incoming calls from a pre-specified list of telephone numbers. Incoming calls on the pre-specified list hear a recording that states that the called party is not accepting calls at this time. The customer does not hear a ring for these calls. To activate or de-activate this feature, the Customer should dial the pre-assigned code and follow the instructions given by the voice announcement. This is a monthly subscription service.

6.8.6 Distinctive Ringing

6.8.6.A Two telephone numbers can be assigned to the Customer's telephone. Each of the two numbers can have a distinctive ring to allow the Customer to distinguish which line is ringing.

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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES (CONTINUED)

6.8 Other Exchange Access Service Features (Custom Calling Features) (Cont'd)

6.8.7 Call Forwarding

6.8.7.A Permits end-users to automatically forward (transfer) all incoming calls to another telephonic number, and to restore it to normal operation at their discretion. Call Forwarding is offered either as a monthly subscription service or on a per-use basis.

6.8.8 Call Forwarding Busy

6.8.8.A Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.

6.8.9 Call Forwarding No-Answer

6.8.9.A Permits the forwarding of incoming calls when the end-user's line remains unanswered after end-user-designated number of rings. The number of rings and the forwarded number are fixed by the customer service order.

6.8.10 Remote Call Forwarding

6.8.10.A Permits calls made to one end-user phone number to be forwarded to another end-user phone number served by a different phone company end-office.

6.8.11 Speed Calling (8 or 30)

6.8.11.A Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code, rather than the complete telephone number. The feature is available as an eight code list or a thirty code list. Either code list may include local and/or toll telephone numbers. To establish or change a telephone number in a code list, the Customer dials an activating code, receives a second dial tone and dials either a one or two digit code (for the eight code and thirty code lists, respectively), plus the telephone number.

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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES (CONTINUED)

6.8 Other Exchange Access Service Features (Custom Calling Features) (Cont'd)

6.8.12 Three-Way Calling

6.8.12.A Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls. Three-Way calling is offered either as a monthly subscription service or on a per-use basis.

6.8.13 Call Trace

6.8.13.A Allows the Customer to trace the last incoming call. When the trace is complete, the Customer hears a recorded confirmation and is prompted to call the Company. Police intervention is needed to obtain the traced call information. This feature is activated by dialing a pre-assigned code after receiving the call to be traced. Call Trace is offered either as a monthly subscription service or on a per-use basis.

6.8.14 Call Return

6.8.14.A Call Return allows the Customer to dial the last incoming caller without having to know the telephone number of the caller. If the number is busy, the Customer hears a recorded message. Once both lines are free, the Customer hears a special ring indicating that the call can now take place. This service is offered either as a monthly subscription service or on a per-use basis. Availability of this service depends upon the Company obtaining suitable interconnection arrangements with other local exchange companies.

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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES (CONTINUED)

6.8 Other Exchange Access Service Features (Custom Calling Features) (Cont'd)

6.8.15 Repeat Dial

6.8.15.A Repeat Dial allows the Customer to dial the last outgoing call without having to re-dial the telephone number. If the number is busy, the Customer hears a recorded message. Once both lines are free, the Customer hears a special ring indicating that the call can now take place. This service is offered either as a monthly subscription service or on a per-use basis. Availability of this service depends upon the Company obtaining suitable interconnection arrangements with other local exchange companies.

6.8.16 Call Referral

6.8.16.A Upon disconnection of a telephone service, a Customer can have the disconnected number play a recorded announcement of the new telephone number. This service is offered for a one (1), two (2) or three (3) month period. Charges will appear on the final bill for the disconnected telephone service.

6.8.17 Preferred Call Acceptance

6.8.17.A Allows the Customer to accept incoming calls from a pre-specified list of telephone numbers. Incoming calls not on the pre-specified list hear a recording that states that the called party is not accepting calls at this time. To activate or de-activate this feature, the Customer should dial a pre-assigned code and follow the instructions given by the voice announcement. This is a monthly subscription service.

6.8.18 Preferred Call Forwarding

6.8.18.A Allows the Customer to forward incoming calls from a pre-specified list of telephone numbers. While Preferred Call Forwarding is activated, only calls on the pre-specified numbers will be forwarded. To activate or de-activate this feature, the Customer should dial a pre-assigned code and follow the instructions given by the voice announcement. This is a monthly subscription service.

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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES (CONTINUED)

6.8 Other Exchange Access Service Features (Custom Calling Features) (Cont'd)

6.8.19 Priority Ringing

6.8.19.A Allows the Customer to hear a distinctive ring tone for incoming calls from a pre-specified list of telephone numbers. If a Customer also subscribes to Call Waiting, calls from the pre-specified list of telephone numbers will be distinguished by a special Call Waiting tone. This is a monthly subscription service.

6.9 Features Unlimited

6.9.1 Description

Features Unlimited is a package of features available to both residential and business customers. Features Unlimited is monthly subscription service. Rates are listed in section 11.

6.9.1.A Features

Features Unlimited includes the features specified in the following. All features may not be available in all areas. All features may not be available due to un-interoperability with each other.

- Anonymous Call Block
- Repeat Dial
- Call Forward Busy
- Call Forward No Answer
- Call Forwarding
- Call Return
- Call Waiting
- Call Waiting ID
- Caller ID
- Caller ID Number Only
- Cancel Call Waiting
- Distinctive Ring
- Message Waiting Indication

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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES (CONTINUED)

6.9 Features Unlimited (Cont'd)

6.9.1 Description (Cont'd)

6.9.1.A Features (Cont'd)

- Preferred Call Acceptance
- Preferred Call Block
- Preferred Call Forwarding
- Speed Call 8 or Speed Call 30
- 3-Way Calling
- Priority Ringing
- Voice Mail Box

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SECTION 6 – EXCHANGE ACCESS OPTIONAL FEATURES (CONTINUED)

6.9 Features Unlimited (Cont'd)

6.9.1 Description (Cont'd)

6.9.1.B Terms and Conditions

- 1. A customer may select an unlimited number of compatible services and features from the Features list. All terms and conditions specified elsewhere in this Price List shall apply.
- 2. Nonrecurring charges as specified elsewhere in this Price List do not apply for transactions involving additions, deletions, or changes to the service/features requested as part of Features Unlimited.
- 3. Customer may subscribe to Features Unlimited for secondary access lines. All access lines must be billed to the same account and located at the same premise.
- 4. Features Unlimited features must be activated by the customer before they can be used with out incurring usage charges.

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SECTION 6 – EXCHANGE ACCESS OPTIONAL FEATURES (CONTINUED)

6.10 SERVICES PACKAGES

- **6.10.1** Reserved for Future Use
- **6.10.2** Reserved for Future Use
- 6.10.3 Customer Selected Packages Reserved For Future Use.
- 6.10.4 Reserved For Future Use.
- 6.10.5 Reserved For Future Use.
- 6.11 Reserved for Future Use.
- 6.12 Reserved for Future Use.

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SECTION 7 – LOCAL CALLING SERVICE

7.1 Local Calling Service

7.1.1 Description

7.1.1.A Local Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office of the exchanges and zones defined Section 4.1 and rates apply to all direct dialed local calls. For operator-assisted (non-aggregator) local calls, the operator charges listed in Section 11.13.1 apply in addition to the charges listed in Section 11.1.1.

7.1.2 Reserved For Future Use.

- 7.2 Reserved For Future Use.
- 7.3 Reserved For Future Use.

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SECTION 8 – HIGH SPEED DIGITAL SERVICES

8.1 High Speed Digital Services

8.1.1 Description

8.1.1.A High speed digital services consisting of both dedicated private line and share network services. Connections are provided via the Company's facilities or leased facilities between customer sites, the Company's Control Center and/or carriers' Points of Presence (POPs).

8.1.2 Terms and Conditions

- 8.1.2.A This section lists and briefly describes the Digital Services offered by the Company. All listed services shall be offered on a non-discriminatory basis, in compliance with all rules and regulations issued by the Commission.
- 8.1.2.B All service is provided over digital facilities, and can accommodate one-way and/or two-way information transmission, between Customer premises and points on or connected to the network.

8.2 DS1 Service

8.2.1 Description

- 8.2.1.A DS1 Service provides for the two-way transmission of 1.544 Mbps digital signals on a point to point basis only. DS1 Service may be used for the transmission of voice, data, and video signals, or any combination thereof. DS1 Service is provided between two Customer designated premises, between a Customer designated premises and a Company serving wire center.
- 8.2.1.B When a 64 kbps is multiplexed on to a DS1 Service, the DS1 Service must be optioned for Clear Channel Capability.

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SECTION 8 – HIGH SPEED DIGITAL SERVICES (CONTINUED)

DS3 Service 8.3

8.3.1 **Description**

8.3.1.A DS3 Service provides for the two-way transmission of 44.736 Mbps digital signals on a point to point basis only. DS3 Service may be used for the transmission of voice, data, and video signals, or any combination thereof. DS3 Service is provided between two Customer designated premises, between a Customer designated premises and a Company serving wire center.

8.4 **Digital Subscriber Line (DSL)**

8.4.1 **Description**

8.4.1.A DSL provides for the two-way transmission of up to 1.544 M digital signals simultaneous voice and data transmissions on a point to point basis, over unloaded, distance limited copper wire.

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SECTION 8 – HIGH SPEED DIGITAL SERVICES (CONTINUED)

8.5 Integrated Services Digital Network – Primary Rate Interface (ISDN-PRI)

8.5.1 Description

- 8.5.1.A Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) is a central office based service arrangement that is an alternative for individual access services.
- 8.5.1.B ISDN-PRI is provisioned on a clear channel 1.544 megabit per second (Mbps) facility and uses the ISDN architecture of 23 "B" channels and one "D" channel or 24 "B" channels to provide the customer with the capabilities of simultaneous access, transmission and switching of voice, data and imaging services via channelized transport.
- 8.5.1.C ISDN-PRI provides the capability to transport customer information in the form of circuit-switched voice or data up to 64 Kbps over any "B" Channel. One "D" channel can control up to 20 PRI trunks. In these cases, a single "D" channel in one ISDN-PRI trunk handles all signaling and control functions of the other trunks in the arrangement, which allows supplemental trunks to consist of 24 "B" channels
- 8.5.1.D Customers under contract who disconnect PRI services before the expiration of the contract period, shall pay an early termination liability charge equal to the monthly rate times the number of months remaining in the contract.

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SECTION 8 – HIGH SPEED DIGITAL SERVICES (CONTINUED)

8.6 Cyber DS1 Service

8.6.1 Description

- 8.6.1.A Cyber DS1 Service provides network dial tone service between a customer's premises and the local serving office on a channelized basis (DSO) over a single high-capacity (DS1) digital facility that terminates on the trunk side of the switch in the local serving office. Cyber DS1 is available for data dialed access use.
- 8.6.1.B Cyber DS1 is provided in capacity increments of 24 digital channels within a single DS1 (1.544 Mbps) signal.
- 8.6.1.C Cyber DS1 provides a trunk side DS1 connection with 24 channels. Cyber DS1 does not provide the function of analog to digital (or vice versa) conversions and no service types can be specified on the DS1.

8.6.2 Digital Architecture

8.6.2.A Cyber DS1 will be available on a digital basis at the network interface on a customer's premises. Both the Company and the customer have joint responsibilities to ensure the proper transmission of the provided services. Normal analog channel network interface specifications will be superseded by the electrical specifications on the 1.544 Mbps (DS1) channels, which is actually terminated. Each digital channel provided will have an identity only as a "time slot" within a DS1 channel. The customer to derive the desired analog services must provide compatible digital-to-analog conversion equipment. Any Channel Service Units (CSUs) necessary for digital services are the responsibility of the customer.

8.6.3 Regulations

8.6.3.A Cyber DS1 is furnished subject to the availability of facilities from digital central office equipment located in a central office building owned or leased by the Company. Clear Channel Capability (B8ZS) will be provided where available.

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SECTION 9 – MISCELLANEOUS SERVICES

9.1 Operator Services

9.1.1 Description

9.1.1.A Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Services.

9.1.2 Definitions

- 9.1.2.A Person-to-person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated thirty-party station. Calls may be dialed with or without the assistance of a Company operator.
- 9.1.2.B Station-to-Station: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or nonproprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.
- 9.1.2.C Operator Dialed Charge: The end user places the call without dialing the destination number, even though the end user has the capability to do so. The end user will dial "O" for local calls and "00" for long distance calls, and will then request the operator to dial the called station.
- 9.1.2.D Billed to Non-Proprietary Calling Card: Refers to calls that are dialed by the Customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

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SECTION 9 – MISCELLANEOUS SERVICES (CONTINUED)

9.1 Operator Services (Cont'd)

9.1.3 Busy Line Verify and Interrupt Service

9.1.3.A Description

- 9.1.3.A.1 Upon request of a calling party, the Company will verify a busy condition on a called line.
- 9.1.3.A.2 The operator will determine if the line is clear or in use and report to the calling party.
- 9.1.3.A.3 The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

9.1.3.B Regulations

- 9.1.3.B.1 A charge will apply when:
 - 9.1.3.B.1.a The operator verifies that the line is busy with a call in progress.
 - 9.1.3.B.1.b The operator verifies that the line is available for incoming calls.
 - 9.1.3.B.1.c 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 of the name of the calling party. One charge will apply for both verification and interruption.

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SECTION 9 – MISCELLANEOUS SERVICES (CONTINUED)

9.1 Operator Services (Cont'd)

9.1.3 Busy Line Verify and Interrupt Service (Cont'd)

9.1.3.B Regulations (Cont'd)

9.1.3.B.2	No charge will a	pply:
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9.1.3.B.2.a	When the calling party advises that the call is to or from an
	official public emergency agency.

- 9.1.3.B.2.b Under conditions other than those specified in 9.1.3.B.1 preceding. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.
- 9.1.3.B.2.c 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.

9.1.4 Operator Assisted Local Calls and Local Calling Card Service

9.1.4.A General

9.1.4.A.1 For any Dial Calling Card Station, Operator Station or Person-To-Person message completed within the Local Calling Area, the appropriate service charge specified in this Tariff will be applied, except as specified below.

9.1.4.B Application of Charges

- 9.1.4.B.1 The appropriate service charge, as specified in 9.1.4.C following, will be applied to each completed call except:
 - 9.1.4.B.1.a for calls to the Company for official telephone business,

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SECTION 9 – MISCELLANEOUS SERVICES (CONTINUED)

- 9.1 Operator Services (Cont'd)
 - 9.1.4 Operator Assisted Local Calls and Local Calling Card Service (Cont'd)
 - 9.1.4.B Application of Charges (Cont'd)
 - 9.1.4.B.1 The appropriate service charge, as specified in 9.1.4.C following, will be applied to each completed call except: (Cont'd)

9.1.4.B.1.b	for emergency calls to agency type telephone numbers, such as to those agencies of the federal, state or local government which have the capability and legal authority to provide aid in emergency situations and to any emergency medical number,
9.1.4.B.1.c	when the caller identifies himself as being handicapped and unable to place the call due to his handicap,
9.1.4.B.1.d	when the caller advises he has had service trouble in reaching the terminating number,
9.1.4.B.1.e	for local emergency calls from a coin station,
9.1.4.B.1.f	for station-paid calls from hotel guests, or

9.1.4.B.2 The call may be billed to the originating telephone, calling card, third number, collect, or any other Company-approved identification number.

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SECTION 9 – MISCELLANEOUS SERVICES (CONTINUED)

9.2 Directory Assistance

9.2.1 Description

9.2.1.A Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of two (2) listings per each call to Directory Assistance.

9.2.2 Customer Credits

- 9.2.2.A A credit will be given for calls to Directory Assistance when:
 - 9.2.2.A.1 the Customer experiences poor transmission or is cut-off during the call, or
 - 9.2.2.A.2 the Customer is given an incorrect telephone number.
 - 9.2.2.A.3 To receive a credit, the customer must notify the Company Business Office of the problem experienced.

9.3 Service Implementation and Installation

9.3.1 Description

9.3.1.A Absent a promotional offering, service implementation and installation charges will apply to new service orders or to orders to change existing service.

9.4 Restoration of Service

9.4.1 Description

9.4.1.A A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities suspended is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

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	10.1.1 Basis for Charges

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SECTION 10 – SPECIAL ARRANGEMENTS

10.1 Special Construction

10.1.1 Basis for Charges

10.1.1.A Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's Price Lists, charges will be based on the costs incurred by the Company and may include: (1) nonrecurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

10.1.2 Basis for Cost Computation

- 10.1.2.A The costs referred to in 10.1.1 preceding may include one or more of the following items to the extent they are applicable:
 - 10.1.2.A.1 cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
 - 10.1.2.A.1.a equipment and materials provided or used,
 - 10.1.2.A.1.b engineering, labor and supervision,
 - 10.1.2.A.1.c transportation, and
 - 10.1.2.A.1.d rights of way;
 - 10.1.2.A.2 cost of maintenance;

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SECTION 10 – SPECIAL ARRANGEMENTS (CONTINUED)

10.1 Special Construction (Cont'd)

10.1.2. Basis for Cost Computation (Cont'd)

- 10.1.2.A The costs referred to in 10.1.1 preceding may include one or more of the following items to the extent they are applicable: (Cont'd)
 - 10.1.2.A.3 depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage; administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items; license preparation, processing and related fees;
 - 10.1.2.A.4 Price List preparation, processing and related fees;
 - 10.1.2.A.5 any other identifiable costs related to the facilities provided; or
 - 10.1.2.A.6 an amount for return and contingencies.

10.1.3 Termination Liability

- 10.1.3.A To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.
- 10.1.3.B The termination liability period is the estimated service life of the facilities provided.
- 10.1.3.C The amount of the maximum termination liability is equal to the estimated amounts for:
 - 10.1.3.C.1 Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:

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SECTION 10 – SPECIAL ARRANGEMENTS (CONTINUED)

10.1 Special Construction (Cont'd)

10.1.3 Termination Liability (Cont'd)

- 10.1.3.C The amount of the maximum termination liability is equal to the estimated amounts for: (Cont'd)
 - 10.1.3.C.1 Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of: (Cont'd)
 - 10.1.3.C.1.a. equipment and materials provided or used,
 - 10.1.3.C.1.b. engineering, labor and supervision,
 - 10.1.3.C.1.c. transportation, and
 - 10.1.3.C.1.d. rights of way;
 - 10.1.3.C.2 license preparation, processing, and related fees;
 - 10.1.3.C.3 Price List preparation, processing, and related fees;
 - 10.1.3.C.4 cost of removal and restoration, where appropriate; and
 - 10.1.3.C.5 any other identifiable costs related to the specially constructed or rearranged facilities.
- 10.1.3.D The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 10.1.3(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 10.1.3(B) preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes. Individual Case Basis (ICB) and Special Assembly Arrangements.

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SECTION 10 – SPECIAL ARRANGEMENTS (CONTINUED)

10.2 Individual Case Basis (ICB) and Special Assembly Arrangements

10.2.1 The Company may develop case-by-case arrangements in response to a Customer's or prospective Customer bona fide request to develop a bid for a service that the Company is technically capable of providing but which is not offered under this Price List (special assembly), or to develop a competitive bid for a service that the Company offers under this Price List (ICB). Rates quoted in response to such competitive requests may be different than those specified for such services in this Price List. ICB and special assembly rates will be offered to the Customer in writing and on a nondiscriminatory basis. ICB arrangements are subject to Commission review and approval.

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by:

SECTION 10 – SPECIAL ARRANGEMENTS (CONTINUED)

10.3 Educational Network Service (ENS)

10.3.1 General

- 10.3.1.A Education Network Service (ENS) provides for DS1 ATM Transport Service and SDSL ATM Transport Service for intraLATA use by full-time public and private educational institutions which are recognized as educational institutions or are accredited by the Southern Association of Colleges and Schools and by the State of Alabama. This Price List is also available for use by other institutions as set forth in C. and D. following. This offering is designed to assist eligible institutions in accomplishing their academic, research and administrative objectives. An eligible institution must be the primary end point and be the responsible billing party to qualify. This offering is also subject to where facilities are available for these services in the Company's serving area.
- 10.3.1.B Full-time public and private educational institutions include all kindergarten through grade twelve institutions, all two-year institutions, all four year institutions, and post graduate institutions that are either state supported, independent not for profit, sectarian not for profit, or other specialty institutions categorized as not for profit.
- 10.3.1.C When used for educational purposes, this offering is available to public libraries, the Alabama Super Computer Authority and the State of Alabama Telecommunications Division.
- 10.3.1.D School district offices which act as a collection point for their associated schools for data and video communications may purchase from this Price List.
- The laws of the State of Alabama and the Department of Education shall determine the resolution of any dispute regarding the classification of any institution.

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SECTION 10 – SPECIAL ARRANGEMENTS (CONTINUED)

10.3 Educational Network Service (ENS) (Cont'd)

10.3.1 General (Cont'd)

10.3.1.F The provisions elsewhere in this Price List regarding use of this service by others shall apply to the services offered herein.

10.3.2 Regulations

10.3.2.A The following regulations will apply for DS1 ATM Transport Service:

10.3.2.A.1 Unless otherwise specified herein, all Price List regulations which apply for DS1 ATM service as provided in this Price List will apply to the DS1 ATM Transport Service.

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SECTION 10 – SPECIAL ARRANGEMENTS (CONTINUED)

10.3 Educational Network Service (ENS) (Cont'd)

10.3.2 Regulations (Cont'd)

10.3.2.A	The following regulations will apply for DS1 ATM Transport Service
	(Cont'd): (if necessary)

- 10.3.2.A.2 All appropriate rates specified in other Price List sections are in addition to the monthly rates for DS1 ATM Transport Service specified in this Price List.
- 10.3.2.A.3 DS1 ATM Transport Service is available on a month-to-month basis or under contract payment plans. The contract payment plans are for twenty-four (24) and thirty-six (36) months.
- 10.3.2.A.4 When the month-to-month option is selected for DS1 ATM Transport service the minimum service period is twelve (12) months.
- 10.3.2.A.5 A Termination Liability Charge is applicable for DS1 ATM Transport Service at the date of termination. The applicable charge is dependent on the contract period subscribed to and will be equal to the number of months remaining in the contract times the monthly rate provided under contract. However, Termination Liability charges will not apply for customer requests for moves of service if they retain the service.
- 10.3.2.A.6 Special promotions conducted for DS1 ATM shall not apply for DS1 ATM Transport Service provided under this Educational Network Service Price List.
- 10.3.2.B The following regulations will apply for SDSL ATM Transport Service:
 - 10.3.2.B.1 Unless otherwise specified herein, all Price List regulations which apply in other sections of this Price List shall apply to the SDSL ATM Transport Service.

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SECTION 10 – SPECIAL ARRANGEMENTS (CONTINUED)

10.3 Educational Network Service (ENS) (Cont'd)

10.3.2 Regulations (Cont'd)

10.3.2.B	The following regulations will apply for SDSL ATM Transport Service: (Cont'd)
10.3.2.B.2	All other appropriate rates specified in other Price List sections are in addition to the monthly rates for SDSL ATM Transport Service specified in this Price List.
10.3.2.B.3	SDSL ATM Transport Service is available on a month-to-month basis or under contract payment plans. The contract payment plans are for twenty-four (24) and thirty-six (36) months.
10.3.2.B.4	When the month-to-month option is selected for SDSL ATM Transport Service, the minimum service period is one (1) month.

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SECTION 10 – SPECIAL ARRANGEMENTS (CONTINUED)

10.3. Educational Network Service (ENS) (Cont'd)

10.3.2 Regulations (Cont'd)

The following regulations will apply for SDSL ATM Transport 10.3.2.B Service: (Cont'd)

10.3.2.B.5 A Termination Liability Charge is applicable for SDSL ATM Transport Service at the date of termination. The applicable charge is dependent on the contract period subscribed to and will be equal to the number of months remaining in the contract times the monthly rate provided under contract. However, Termination Liability charges will not apply for customer requests for moves of service if they retain the

service.

10.3.2.B.6 Special Promotions conducted for SDSL ATM as offered elsewhere in this Price List shall not apply for SDSL ATM Transport Service provided under the Educational Network Service Price List.

10.3.2.B.7 Customer requests for moves and/or rearrangements of SDSL ATM Transport Service after its initial installation shall incur nonrecurring charges as specified elsewhere in this Price List. The appropriate nonrecurring charges for such activity shall be the nonrecurring charges specifically shown for month-tomonth service regardless of whether the SDSL ATM Transport Service is provided under a month-to-month or contract payment plan.

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SECTION 10 – SPECIAL ARRANGEMENTS (CONTINUED)

10.3 Educational Network Service (ENS) (Cont'd)

10.3.3 Types of Rates and Charges

10.3.3.A The two types of rates and charges are monthly rates and nonrecurring charges. They are described as follows:

Monthly Rates are recurring charges that apply each month or fraction thereof that a service is provided. For billing purposes, each month is considered to have thirty (30) days. Monthly Rates for Educational Network Service are set forth following.

10.3.3.A.2 Nonrecurring Charges are one-time charges that apply for a specific work activity and are set forth following. The Access Connection nonrecurring charge for ATM Transport Service includes a service establishment and premise visit. Nonrecurring Charges for Educational Network Service are set forth following.

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by:

SECTION 10 – SPECIAL ARRANGEMENTS (CONTINUED)

10.3 Educational Network Service (ENS) (Cont'd)

10.3.3 Types of Rates and Charges (Cont'd)

10.3.3.B	Following are the basic monthly rate elements which apply for DS1 ATM Transport Service:	
10.3.3.B.1	An Access Connection provides for a communication path between a designated customer premises and the serving wire center.	
10.3.3.B.2	An IAD (integrated access device) interface to the ATM network connection.	
10.3.3.B.3	An ATM Transport Service Rate is the digital transmission baud rate.	
10.3.3.C	Following are the basic monthly rate elements which apply for SDSL ATM Transport Service:	
10.3.3.C.1	An Access Connection provides for a communication path between a designated customer premises and the serving wire center.	
10.3.3.C.2	An IAD (integrated access device) interface to the ATM network connection.	
10.3.3.C.3	An ATM Transport Service Rate is the digital transmission baud rate.	

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SECTION 10 – SPECIAL ARRANGEMENTS (CONTINUED)

10.3 Educational Network Service (ENS) (Cont'd)

10.3.4 Rates and Charges

10.3.4.A DS1 and SDSL ATM Transport Service

		Non- Recurring Charge	Month to Month	24 Months	36 Months
1.	Access Connection DS1, Each SDSL, Each	\$300.00 50.00	\$199.00 40.00	\$199.00 40.00	\$199.00 40.00
 3. 	IAD Interface Each ATM Service Transport Rate		10.89	10.89	10.89
	768Kps 1543Kps 2300Kps		105.00 140.00 245.00	99.00 132.00 230.00	92.00 123.00 215.00

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SECTION 11 – RATES

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SECTION 11 – RATES

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SECTION 11 – RATES

11.1 Exchange Access Service

11.1.1 Standard Residential Line

11.1.1.A Non-recurring and monthly recurring rates per Standard Residential Line apply as follows:

	Non-Recurring Charges	Monthly Recurring Charges
First Line	\$ 40.00	
Additional	\$ 24.00	\$ 15.50

11.1.1.B Non-recurring rate for adding and/or changing features on Standard Residential Line apply as follows:

	Non-Recurring Charges
Feature Service Order Fee	
Per Occurrence, Per Account	\$ 24.00

Standard Residential Line Service will be provided on a "facilities available" basis.

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SECTION 11 – RATES (CONTINUED)

11.1 Exchange Access Service (Cont'd)

11.1.2 Standard Business Line

11.1.2.A Non-recurring and monthly recurring rates per Standard Business Line apply as follows:

	Non-Recurring Charges –	Monthly Recurring Charges	
	Per Line		
First Line	\$ 50.00		
Additional	\$ 30.00	\$ 41.58	

Standard Business Line Service features will include any (3) of the following: Call Waiting, Priority Ringing, 3-Way Calling, Call Forwarding-ALL, Speed Call, and Call Transfer

Term plan discounts apply for Standard Business Line Service as follows:

24 months	5%
36 Months	10%
60 Months	15%

by:

11.1.2.B Non-recurring rate for adding and/or changing features on Standard Business Line apply as follows:

	Non-Recurring Charges
Feature Service Order Fee	
Per Occurrence, Per Account	\$ 24.00

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SECTION 11 – RATES (CONTINUED)

- 11.1 Exchange Access Service (Cont'd)
 - 11.1.2 Reserved for Future Use.

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SECTION 11 – RATES (CONTINUED)

- 11.2 Reserved For Future Use.
- 11.3 Reserved For Future Use.
- 11.4 Reserved For Future Use.
- 11.5 Reserved For Future Use.

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SECTION 11 – RATES (CONTINUED)

11.6 DS1 / T1 Installation / NRC

11.6.1 Rates

Service	Non-Recurring Charges
T1 establishment	\$300.00
Central Office Connection	\$ 22.50 Per Line
Service Order Charge	\$ 20.00
	Plus \$ 15.00 Premise visit
Service	Monthly Recurring Charges
T1 Facility	\$250.00
Access Lines	\$ 30.00
(each channel)	

• Interstate access charges, State surcharges and E911 charges may apply.

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SECTION 11 – RATES (CONTINUED)

11.6 DS1 / T1 Installation / NRC (Cont'd)

11.6.2 DOD / DID Trunk Monthly Recurring Charges

Service	Year 1
	Monthly
DS1 Facility Access*	\$ 250.00
Digital Local Channel *	\$ 30.00
Charge Each Channel (per	
DS1)	
Pulsing (per trunk)	N/C
DID Block of 20	\$ 9.00
Numbers (20 NXX-	
XXXX Codes) (per	
block)	

^{*} Term plan discounts apply to these DOD/DID Trunk Elements as follows:

24 months	5%
36 months	10%
60 months	15%

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SECTION 11 – RATES (CONTINUED)

11.7 Exchange Access Optional Features

11.7.1 Directory Listings

11.7.1.A At the Customer's option, the Company will arrange for additional listings at the following rates:

Service	Non-Recurring	Monthly Recurring
Each Additional Listing	\$ 24.00	\$ 1.80

11.7.2 Local Directory Assistance Service

- 11.7.2.A. Directory Assistance Service Charge......\$1.50 per call
- 11.7.2.B Directory Assistance Service Surcharge......\$1.50 per call

11.7.3 Number Retention

11.7.3.A Monthly recurring and non-recurring charges apply per retained number. Rates for retained numbers may vary from area to area.

Service	Non-Recurring	Monthly Recurring	
Per retained number	\$ 4.00	\$ 4.00	

11.7.4 Vanity Number Services

11.7.4.A Rates

Service	Non-Recurring	Monthly Recurring
Per Vanity Number	\$ 1.50	\$ 1.50

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by: Arlene Morgan, Director of Regulatory Compliance

Wiregrass Telecom, Inc. 2660 Montgomery Highway Dothan, AL 36303

SECTION 11 – RATES (CONTINUED)

11.7 Exchange Access Optional Features (Cont'd)

11.7.5 Non-Published Numbers

11.7.5.A Rates

Service	Non-Recurring	Monthly Recurring
Per Non-Published	\$ 24.00	\$3.00
Number		

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SECTION 11 – RATES (CONTINUED)

11.7 Other Exchange Access Service Features (Cont'd)

11.7.6 Business Optional Features

Feature	Monthly Rate	Per	
	Per Line	Use	1
Calling Number Deliver Block	NC		
Call Waiting (includes Cancel Call Waiting)	\$ 4.50		
Inside Wire Maintenance	\$ 3.50		
Anonymous Call Block	\$ 4.50		
Priority Ringing	\$ 4.00		
Preferred Call Acceptance	\$ 4.50		
Preferred Call Block	\$ 4.50		
Preferred Call Forward	\$4.50		
Call Transfer	\$ 4.50		
Three-Way Calling	\$ 4.50		
Call Trace	\$ 4.50	\$ 0.80	
Call Return	\$ 5.00	\$ 0.80	
Hunting	\$ 1.00	\$ 0.80	
Call Forwarding-ALL	\$ 4.50		
Call Forwarding Busy	\$ 1.50	\$ 0.80	
Call Forwarding No Answer	\$ 1.50		
Remote Access – Call Forwarding	\$ 6.00		
(NEW) Distinctive Ringing	\$ 5.00		
Speed Call (8)	\$ 4.50		
Speed Call (30)	\$ 5.50		
Caller ID w/o Name	\$ 7.50		
Caller ID w/ Name	\$ 9.00		
Toll Restriction	\$ 5.00		
Toll Control	\$ 5.00		_
Features Unlimited – First Line	\$20.45		
Features Unlimited – Each Additional Line	\$20.00		
Multiple Feature Discounts: (NEW)			
2 features	10% discount		
3 features	20% discount		
4 or more features	30% discount		
	One Month	Two Months	Three Months
Call Referral	\$20.00	\$35.00	\$30.00

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SECTION 11 – RATES (CONTINUED)

11.7 Other Exchange Access Service Features (Cont'd)

11.7.7 Residential Optional Features

Feature	Monthly Rate	Per Use	
	Per Line		
Calling Number Delivery Block	NC	,	
Call Waiting(Includes Cancel Call Waiting)	\$ 4.50		
Inside Wire Maintenance	\$ 3.50		
Anonymous Call Block	\$ 4.50]	
Priority Ringing	\$ 4.00		
Preferred Call Acceptance	\$ 4.50		
Preferred Call Block	\$ 4.50		
Preferred Call Forward	\$ 4.50		
Three-Way Calling	\$ 4.50	\$ 0.80	
Call Trace	\$ 4.50	\$ 0.80	
Repeat Dial	\$ 4.50	\$ 0.80	
Hunting	\$ 1.00		
Call Forwarding	\$ 4.50	\$ 0.80	
Call Forwarding Busy	\$ 1.50		
Call Forwarding No Answer	\$ 1.50]	
Remote Access – Call Forwarding	\$ 6.00		
Distinctive Ringing	\$ 5.00		
Speed Call	\$ 4.00		
Speed Call (30)	\$ 4.50		
Caller ID w/o Name	\$ 5.50		
Caller ID w/ Name	\$ 7.50		
Toll Restriction	\$ 4.00		
Toll Control	\$ 4.00		
Features Unlimited – First Line	\$17.45		
Features Unlimited – each Additional Line	\$11.50		
Multiple Feature Discounts:			
2 features	10% discount		
3 features	20% discount]	
4 or more features	30% discount		
	One Month	Two Months	Three Months
Call Referral	\$ 20.00	\$ 35.00	\$ 30.00

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SECTION 11 - RATES (CONTINUED)

- 11.7 Other Exchange Access Service Features (Cont'd)
 - 11.7.8 Reserved For Future Use.
 - 11.7.9 Reserved For Future Use.

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SECTION 11 - RATES (CONTINUED)

- 11.8 Reserved For Future Use.
 - 11.8.1 Reserved For Future Use.
 - 11.8.2 Reserved For Future Use.
 - 11.8.3 Reserved For Future Use.

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SECTION 11 - RATES (CONTINUED)

- 11.9 Reserved For Future Use.
- 11.10 Reserved For Future Use.
- 11.11 Reserved For Future Use.

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SECTION 11 - RATES (CONTINUED)

11.12 High Speed Digital Services

11.12.1 DS1 Service Rates

DS1 pricing is calculated based upon voice grade equivalent ("VGE") or DS0 mileage with mileage determined in accordance with Section 3.3.

	Installation Charge	Monthly Recurring Charge (*Per mile)	Channel Termination Charge (*Per channel)
DS1 Service	\$ 725.00	\$ 150.00	\$ 18.50

^{*} Wireless Telecom, Inc. d/b/a Knology concurs with Verizon Price List on file with the APSC for DS1 services.

11.12.2 DS3 Service Rates (ICB)

DS3 pricing is calculated based upon voice grade equivalent ("VGE") or DS0 mileage with mileage determined in accordance with Section 3.3.

11.12.3 DSL Service Rates

DSL pricing is calculated based upon voice grade equivalent.

11.12.3.A Monthly Recurring Charges

by:

	Installation Charge	Download/ Upload Speed	Telephone Network Access
DSL Service	\$ 50.00	128K	\$ 33.00
		256K	\$ 54.50
		512K	\$ 70.00
	_	1.5 mbps	\$ 210.00

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SECTION 11 - RATES (CONTINUED)

11.13 Miscellaneous Services

11.13.1 Operator Services - Rates

11.13.1.A The following charges for operator system served local calls apply in addition to the local dial rates:

11.13.1.A.1 Billing Surcharges - Automated

11.13.1.A.1.a	Station to Station	\$3.25
11.13.1.A.1.b	Third Party	\$3.35
11.13.1.A.1.c	Calling or Bank card (Bong only)	\$3.25
11.13.1.A.1.d	Calling or Bank card (Full)	\$3.25
11.13.1.A.1.e	Collect	\$3.25

11.13.1.B.1 Billing Surcharges – Live Operator

11.13.1.B.1.a Station to Station	\$4.50
11.13.1.B.1.b Third Party	\$4.50
11.13.1.B.1.c Calling or Bank Card	\$3.25
11.13.1.B.1.d Collect	\$4.50

11.13.1.C.1 Billing Surcharges – Person to Person

11.13.1.C.1.a	Station to Station	\$6.25
11.13.1.C.1.b	Third Party	\$6.25
11.13.1.C.1.c	Calling or Bank Card	\$6.25
11.13.1.C.1.d	Collect	\$6.25

11.13.1.B Rates

11.13.1.B.1 Conversation Charges

11.13.1.B.1.a	First minute	\$0.49
11.13.1.B.1.b	Each additional minute	\$0.49

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SECTION 11 - RATES (CONTINUED)

11.13.2 Local Verification and Interrupt Service - Rates

11.13.2.A	Verification Charge - applies each time the operator verifies that a line is in use.	\$2.50
11.13.2.B	Interruption Charge - applies each time the operator interrupts voice conversation in progress and does not depend on whether the called-party agrees to release the line.	\$5.00
11.13.2.C	If an operator both verifies the condition of the line and interruption on the same request, only the interruption charge	
11.13.2.D	The charges for Verify/Interrupt Service are in addition to any a message rates.	applicable

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SECTION 11 - RATES (CONTINUED)

11.13.3 ISDN-PRI Service Rates

ISDN – PRI	Installation Charge (Non	Monthly Recurring
	Recurring)	Charge
ISDN-PRI Facility Fee	\$ 500.00	\$ 200.00
ISDN – PRI Access Fee	Non Recurring Charge	Monthly Recurring
		Charge
12-Month Contract	\$ 500.00	\$ 420.00
36-Month Contract	\$ 500.00	\$ 380.00
60-Month Contract	\$ 500.00	\$ 340.00
CHANNEL ACTIVATIONS	Monthly Recurring Charge	
Voice Channel Activation (flat)	\$ 15.00	
Voice / Data Channel Activation	\$ 5.00	
(measured)		

11.13.4 CYBER DS1 Service – Rates

CYBER DS1 SERVICE	Installation Charge (Non Recurring)	Monthly Recurring Charge
Cyber DS1 Capacity (each)	\$ 500.00	\$ 750.00

11.13.5 Maintenance Visit Charges

11.13.5.A Rates

	Service Visit	Each Add'l One-Quarter (1/4)
Maintenance Visit Charges	\$ 25.00	\$ 20.00

^{*}Minimum Service Visit plus ¼ hour.

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SECTION 11 - RATES (CONTINUED)

11.13 Miscellaneous Services (Cont'd)

11.13.6 Restoration of Service

11.13.6.A Rates

	Non-Recurring (Per Occasion)
Restoration of Service	\$ 45.00

11.13.7 Reserved For Future Use.

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SECTION 12 – PROMOTIONAL OFFERINGS

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12.2	SPECIA	AL PROMOTIONS1
	12.2.1	Description
	12.2.2	Discounts

ISSUED: November 25, 2013 EFFECTIVE: December 2, 2013

SECTION 12 – PROMOTIONAL OFFERINGS

12.1 Reserved For Future Use

12.1.1 Reserved For Future Use.

12.2 Special Promotions

12.2.1 Description

12.2.1.A 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.

12.2.2 Discounts

12.2.2.A The Company may, from time to time as reflected in the price list, offer discounts based on monthly volume (or, when appropriate, "monthly revenue commitment" and/or "time of day" may also be included in the Price List).

ISSUED: November 25, 2013 EFFECTIVE: December 2, 2013

by:

SECTION 13 - PACKAGED SERVICES

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	13.1.1 DESCRIPTION	1
	13.1.2 TERMS AND CONDITIONS	1
	13.1.3 RATES	3

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SECTION 13 - PACKAGED SERVICES

13.1 Clever Choice Unlimited

13.1.1 Description

13.1.1.A Clever Choice Unlimited is a package available to residential customers that offers a standard residential access line, the features offered with Features Unlimited as specified in Section 6.9 and unlimited long distance.

13.1.2 Terms and Conditions

- 13.1.2.A All recurring charges applicable to a standard residential access line apply to Clever Choice unlimited subscribers.
- 13.1.2.B A customer may select an unlimited number of compatible services and features from the Features Unlimited list specified in 6.9.
- 13.1.2.C Nonrecurring charges as specified elsewhere in this Price List do not apply for transactions involving additions, deletions, or changes to the service requested as part of Clever Choice Unlimited.
- 13.1.2.D The subscriber must be subscribed to Wireless Telecom, Inc. d/b/a Knology for both intralata and interlata long distance service in order to be eligible for this plan.
- 13.1.2.E Clever Choice Unlimited cannot be used for any use inconsistent with residential service.
- 13.1.2.F This plan is not available to Customers with a multi-line account or an account that bills to another number or is the recipient of charges billed from another number unless the Customer establishes separate billing accounts for each line.
- 13.1.2.G Customer lines associated with educational institutions, (colleges, universities, etc.) are not eligible for this plan.

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SECTION 13 - PACKAGED SERVICES (CONTINUED)

13.1 **Clever Choice Unlimited (Cont'd)**

13.1.2 Terms and Conditions (Cont'd)

- 13.1.2.H Unlimited plan usage does not include multi-party conference calls, calls to 900 numbers, directory assistance, calling card, operator services, international calling, toll free calling services, internet or data calls.
- 13.1.2.I This plan is not available for resale.
- 13.1.2.J If the Company determines that usage is not consistent with typical Residential Customer usage, the Customer may be subject to an additional fee of \$50.00* per month or offered an alternative plan at the Company's sole discretion.

For the purposes of this plan, typical residential usage is presumed to be total usage that does not exceed 5,000 minutes per month of interstate and/or intrastate service per account.

- 13.1.2.K In order to be eligible for this plan, the Company must be able to verify that the Customer meets these eligibility requirements. Customers who no longer meet these eligibility requirements will not be eligible for this plan and will be contacted by the Company and offered an alternative plan.
- 13.1.2.L The Company reserves the right to exclude certain terminating telephone numbers from this plan. Calls to these numbers will be billed at \$0.05 per minute.

ISSUED: November 25, 2013 **EFFECTIVE:** December 2, 2013

^{*} Only one additional fee will apply when both interstate and intrastate service is provided to the customer.

SECTION 13 - PACKAGED SERVICES (CONT'D)

13.1 Clever Choice Unlimited (Cont'd)

13.1.3 Rates

	Monthly Rate
Clever Choice Unlimited	\$54.95

ISSUED: November 25, 2013 EFFECTIVE: December 2, 2013

SECTION 14- EMERGENCY SERVICES

14. EM	TERGENCY S	SERVICES	. 1
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ISSUED: November 25, 2013 EFFECTIVE: December 2, 2013

by: Arlene Morgan, Director of Regulatory Compliance

SECTION 14 - EMERGENCY SERVICE

The Company provides 911 service to its subscribers, whereby a public safety answering point designated by the customer may receive and answer telephone calls placed by dialing the number 911. It includes the services provided by the lines and equipment associated with the service arrangement for answering and dispatching of public emergency telephone calls dialed to 911. The Company does not directly interconnect with Emergency District Providers, but provides access to Emergency Number Service through arrangements with other carriers.

ISSUED: November 25, 2013 EFFECTIVE: December 2, 2013