

*THIS TARIFF SUPERSEDES AND REPLACES IN ITS ENTIRETY THE NEXUS SYSTEMS, INC.
LOUISIANA TARIFF NUMBER 1*

**SCHEDULE OF RATES AND CHARGES
APPLICABLE TO END USERS**

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

FURNISHED BY
Nexus Systems, LLC

WITHIN THE STATE OF LOUISIANA
(318) 410-5100

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EXPLANATION OF SYMBOLS

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

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

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the local telecommunications services provided by Nexus Systems, LLC to customers within the state of Louisiana.

When services are not provided pursuant to a filed tariff, the rates, term and conditions shall be offered pursuant to a Service Agreement Contract. Sample agreements are provided at www.nexussystems.net.

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SECTION 1.0 - DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

Access Line - an arrangement that connects the Customer's location to a carrier's switching center or point of presence.

Accessories - devices which are mechanically attached to, or used with, the facilities furnished by the Company and which are independent of, and not electrically connected to, the conductors in the communications path of the telecommunications system.

Account Codes - optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

Add-On - a feature which permits a station user to add one other station to the conversation.

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

Answer Supervision - this feature provides the capability of delivering "off hook" supervisory signals from the subscriber's serving central office to a line interface at the customer's premises. These supervisory signals indicate when the called party has answered an incoming call (gone "off hook").

ASP - Application Service Provider

ATM - the term "ATM", referring to Asynchronous Transfer Mode, denotes one of the general class packet switching technologies that relay traffic via an address contained within the packet (referred to in ATM as cells). ATM is a switching method in which information does not occur periodically with respect to some reference such as a frame pattern.

Authorized User - a person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

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SECTION 1.0 - DEFINITIONS (Continued)

Automated Alternate Billing Service (AABS) - allows customers to make intraLATA station-to-station collect and third number billed calls without the assistance of a live operator. This automation will use synthesized voice prompts which can be responded to by both called and calling parties when using a touch-tone telephone.

Auxiliary Line - an additional individual line main station used for one-way (inward to the subscriber) service.

Back-Up Line - an optional service which provides individual line business subscribers with an additional line which is available for inward and outward calling with usage charges applying for originating and terminating calls.

Base Rate - the rate for primary classes of exchange service.

Base Rate Area - a specific section of an exchange area within which primary classes of service are available.

Base Station of Registry - the base station from which a mobile unit receives its mobile telephone number.

Basic Local Calling Area - the traditional flat rate calling area.

Basic Local Service - those telecommunications services required to provide residential and single-line business customers with each of the items comprising the definition of Universal Service in Section 501 of the LPSC regulations.

Bill to Third Party - denotes a billing arrangement by which an Expanded Local Calling Area call or Long Distance call may 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.

Billed Number Screening - an arrangement which, at the time of call originating, screens billed to third party and/or collect calls to prevent these calls being charged to a certain telephone number.

SECTION 1.0 - DEFINITIONS (Continued)

Bona Fide Request - a request to a telecommunications services provider that demonstrates a good faith showing by the requesting party that it intends to purchase the services requested within ninety (90) days of the date of the request.

Building (Same) - is interpreted as a structure under one roof, or two or more structures under separate roofs but connected by enclosed passageways in which the wires or cables of the Company can be safely run provided the plant facility requirements are not appreciably greater than would be required normally if all structures were under one roof. In those cases where there are several structures under separate roofs but connected by enclosed passageways and the plant facility requirements for furnishing service are appreciably greater than would be required normally if all structures were under one roof, the term "same building" applies individually to each of the separate structures. Pipes and conduit are not considered enclosed passageways.

Business - a class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

Call - an attempted or completed communication.

Cancellation Charge - a charge applicable under certain conditions when an application for service and/or facilities are cancelled in whole or in part prior to the completion of the work involved.

Carrier of Last Resort (COLR) - the telecommunications services provider designated by the Commission to be the obligated provider of basic local service within a particular local service area.

Central Office - a facility within a telecommunications network where calls are switched and which contains all the necessary equipment, operating arrangements and interface points for terminating and interconnecting facilities such as subscribers' lines and interoffice trunks.

Central Office Connecting Facility - a facility furnished to an "Other Common Carrier" by the Company (in accordance with the Company's facilities for Other Common Carrier's Tariffs) between the terminal location of the Other Common Carrier and a point of connection on the Company premises.

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SECTION 1.0 - DEFINITIONS (Continued)

Centrex Type Services - central office based non-transport arrangements which permit abbreviated internal calling, and inward and outward calling from station lines associated with ESSXR[®] service, Digital ESSX[®] service, MultiServ[®] service, MultiServ[®] PLUS service, and BellSouth; Centrex service.

Channel Terminal - denotes that portion of a channel required to terminate the interoffice or interexchange transmission system (consisting primarily of carrier multiplex equipment).

Class of Service - a description of telephone service furnished a subscriber in terms such as:

1. For Exchange Service:
 - a. Grade of Line:
Individual line (see also "Primary Class of Service")
 - b. Type of Rate:
Flat, usage based pricing rates.
 - c. Character of Use:
Business or Residence
 - d. Dialing Method:
Touch-Tone or Rotary
2. For Long Distance Service:
 - a. Type of Call:
Station-to-station or person-to-person
3. For Wide Area Telephone Service:
 - a. Type of Rate:
Full time or measured time

CLEC - Competitive Local Exchange Carrier

Collect Call - the procedure by which certain messages, upon request, may be reversed (charged to the called station) upon acceptance of the call at the called station.

Commission - Louisiana Public Service Commission.

*Registered trademark of BellSouth Intellectual Property Corporation.

SECTION 1.0 - DEFINITIONS (Continued)

Commercial Mobile Radio Service (CMRS) - a mobile service that is:

- 1)
 - a) provided for profit, i.e., with the intent of receiving compensation or monetary gain;
 - b) an interconnected service; and
 - c) available to the public, or to such classes of eligible users as to be effectively available to substantial portion of the public; or
- 2) the functional equivalent of such mobile service described in paragraph 1) of this definition.

47 CFR § 20.3. as amended. CMRS includes "Radio Common Carriers" as that term is defined and used in La. R. S. § 45:1500 *et seq.*

Commercial Mobile Radio Service Provider - any person or entity engaged in the provision of a service that is a commercial mobile radio service. CMRS Provider includes "Radio Common Carriers" as that term is defined and used in La. R. S. § 45:1500 *et seq.*

Communications Systems - channels or other facilities which are capable, when not connected to telecommunications services, of two-way communications between customer-provided terminal equipment of Company stations.

Company or Carrier -Nexus Systems, LLC, unless otherwise clearly indicated by the context.

Competitive Access Provider (CAP) - a telecommunications services provider offering and/or providing only exchange access services or private line services in a local service area.

Competitive Local Exchange Carrier (CLEC) - a telecommunications services provider, except a CAP, offering and/or providing local telecommunications services in competition with an ILEC.

Competitive Services Basket - for purposes of the Price Plan and ILECs regulated under the provisions of LPSC Order No. U-24802, Subdocket B, the category of all services not otherwise classified as Universal, Basic, or Interconnection Services.

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SECTION 1.0 - DEFINITIONS (Continued)

Completed Call - is a calling attempt by the subscriber that results in an off-hook condition at the receiving end. Such conditions shall include the following actions:

- 1) the called party responds by personally answering the call;
- 2) a customer controlled automatic answering device responds by answering the call;
- 3) a Company recording, under the control of the called party, responds to the calling attempt, except for attempts defined as incomplete calls (e.g., Call Block and other similar services would be completed calls);
- 4) the calling attempt, when under the control of the called party, (e.g., Call Forwarding Busy Line, Call Forwarding Don't Answer, etc.) is forwarded to another telephone number that results in one of the conditions described in 1), 2) or 3) preceding.

Composite Data Service - denotes the combined use of terminal and customer-provided data switching equipment with the use of communication services of the Company by a Composite Data Service Vender to perform data switching for others.

Composite Data Service Vender - denotes a customer that has been certified by the LPSC and/or FCC pursuant to Section 214 of the Communications Act of 1934, as amended, to acquire and operate facilities to perform data switching for others. A customer shall be classified as a composite data service vender only with respect to use of those exchange services which are utilized for the provision of composite data service.

Conformance Number - an identifying number assigned by the Company to a particular model of conforming answering device incorporating an authorized protective connecting module when that model of device is in conformance with the provisions set forth by the Company in its technical reference for conforming answering devices.

Conforming Answering Device - a customer-provided device which automatically answers incoming calls; transmits a prerecorded voice message or appropriate audible signal to the calling party; records a voice message from the calling party if so designed and arranged; and automatically disconnects from the line in a prearranged manner on completion of the last of the functions for which it was designed and arranged as described in this paragraph. The conforming answering device may include remote interrogation and/or device function control. A conforming answering device must incorporate an authorized protective connecting module and must bear a valid conformance number.

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SECTION 1.0 - DEFINITIONS (Continued)

Connecting Arrangement - the equipment provided by the Company to accomplish the direct electrical connection of customer-provided facilities with the facilities of the Company.

Connecting Company - a corporation, associated, firm or individual, licensed and operating as a communications common carrier, owning and operating a toll line and/or one or more central offices providing local exchange telephone service to the public and with whom the Company interexchanges traffic.

Construction Charge - a separate charge authorized in the Tariff for construction of pole lines, circuits, facilities, etc.

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

Customer Network Management (CNM) - Administrative Management Service - provides customers a single point of access to other Company Network Management products, and provides the customer greater control and additional information about the network services they purchase from the Company.

Customer of Record - entity responsible for placing an application for service; requesting additions, rearrangements, maintenance or discontinuance of service; and for payment in full of charges incurred such as toll, directory assistance, etc.

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SECTION 1.0 - DEFINITIONS (Continued)

Customer-Provided Terminal Equipment - devices, apparatus and their associated wiring, provided by a customer, which are used with the network control signaling unit, Dataphone® data set or other station equipment furnished by the Company and not including customer-provided communications systems.

Data Access Arrangement - a protective connecting arrangement for use with the network control signaling unit, or in lieu of the connecting arrangement, and arrangement to identify a central office line and protective facilities and procedures to determine compliance with criteria set forth in this Tariff.

Demarcation Point - the point of demarcation and/or interconnection between Company communications facilities and terminal equipment, protective apparatus or wiring at a subscriber's premises. Company-installed facilities at, or constituting, the demarcation point shall consist of wire or a jack conforming to Subpart F or Part 68 of the FCC's rules. "Premises" as used herein generally means a dwelling unit, other building or legal unit real property such as a lot on which a dwelling unit is located, as determined by the Company's reasonable and nondiscriminatory standard operating practices.

Deposit - a deposit may be provided by a customer in the form of cash, surety bond, or bank letter of credit to be held by the Company to assure payment of an account.

DID Trunk - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of an operator.

Dial Pulse (or "DP") - The pulse type employed by rotary dial station sets.

Direct Electrical Connection - a physical connection of the electrical conductors in the communications path.

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SECTION 1.0 - DEFINITIONS (Continued)

Directory Assistance Call Completion (DACC) - is a service which provides call completion to a local exchange subscriber telephone number provided via Directory Assistance.

Directory Listing - the publication in a directory and/or information records of information relative to a subscriber's telephone number, by which telephone and TWX users are enabled to ascertain the call number of desired station.

- 1) **Caption Listing:** the listing of a subscriber's name without address or telephone number followed by a series of indented listings covering branches or different departments of the business.
- 2) **Foreign Exchange Listing:** the listing of a subscriber in the alphabetical list of an exchange other than that for the exchange for which the subscriber is served.
- 3) **Indented Listing:**
- 4) **Stylist* Service Listing:** a directory listing consisting of upper case alpha and/or numeric characters in lieu of standard numeric characters.

Drop Wire - wires used to connect the circuits of open wire, aerial or underground distribution facilities to the point where connection is made with the inside wiring.

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

Dual Service - a service offering which supplies the same dial tone concurrently to two different addresses served from the same wire center during the time of a customer move.

Electronic White Pages - switching equipment facilities, computer hardware and software components utilized for the provision of Electronic White Pages Access Service.

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 tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide (LERG).

End User - any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid for by another Customer.

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SECTION 1.0 - DEFINITIONS (Continued)

End User Customer Location - the physical location of the premises where an end user makes use of a local exchange service.

Exchange - the entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange service area.

Exchange Access Services - the provision of switched or dedicated telecommunications services which connect an end-user to an interexchange carrier for the purpose of originating or terminating interexchange telecommunications. These services are provided by facilities in an exchange area for the transmission, switching, or routing of interexchange telecommunications originating or terminating within the exchange area.

Exchange Line - any line (circuit) directly or indirectly connecting an exchange station with a central office. Exchange lines are subdivided as follows:

- 1) Central Office Line: a circuit extending from a central office to the location of an individual line main station service or Centrex type services main station service.
- 2) Main Station Line: the circuit portion of a main station; the main station line extends from the main service location to the central office.
- 3) Extension Service Line: the circuit portion of an extension service; the extension service line extends from the extension service location to the main service location or a central connecting point of the main service.
- 4) Extension Line: a circuit with characteristics similar to an extension service line.
- 5) PBX Station Line: the circuit portion of a PBX station; the PBX station line extends from the PBX station service location to the PBX switchboard or dial switching equipment.
- 6) Tie Line: a circuit connecting PBX or Centrex type services systems.

Exchange Service - the general telephone service rendered in accordance with tariff provisions. Exchange service is a general term describing as a whole the facilities provided for local intercommunication, together with the right to originate and receive a specified or an unlimited number of local messages at charges in accordance with the provisions of this Tariff.

A) Flat Rate Service

A classification of exchange service for which a stipulated charge is made, regardless of the amount of use for calls to the Basic Local Calling Area.

B) Usage Based Pricing

- 1) Measured Rate Service - a classification of exchange service for which usage charges apply for outward completed local calls in addition to a stipulated monthly charge. Measured services include a monthly allowance for dialed sent paid local calls. Usage charges are based on the following elements; number of calls, duration and distance between originating and terminating wire centers.

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SECTION 1.0 - DEFINITIONS (Continued)

Exchange Service - (Continued)

- B) Usage Based Pricing (Continued)
- 2) Message Rate Service - a classification of exchange service which includes a individual line with an allowance for a certain number of completed outward local calls for a stipulated monthly charge. A charge per message applies for all outward completed local calls in excess of the allowance.
 - 3) Local Optional Service - a classification of exchange service which includes an individual line and a usage package. Usage charges apply for outward completed local calling and are based on number of calls, duration and distance between originating and terminating wire centers.
- C) Individual Line Service - a classification of exchange service which provides that only one main station shall be served by the line connecting such station with the central office or other switching centers.

Exchange Service Area - a geographic area established by a telecommunications services provider consisting of one or more central offices together with associated facilities used in furnishing local telecommunications services within the area in which telecommunications services and rates are the same.

Expanded Local Calling Area - the local calling area outside of the basic local calling area that includes all exchanges containing any wire center within forty miles of the subscriber's serving wire center or within the same parish as the subscriber's wire center. All calls must be dialed direct I station-to-station calls or dialed direct station-to-station 7 or 10 digit calls as set forth by the Company.

Expanded Local Calling Area Service - the furnishing of facilities within the Expanded Local Calling Area for subscriber's communications on an individual message basis between wire centers.

Extended Area Service - a type of telephone service furnished under tariff provisions whereby subscribers of a given exchange may complete calls to and where provided by the Tariff, receive messages from one or more exchanges without application of long distance message telecommunications charges.

Facilities Based Telecommunications Services Provider - a telecommunications services provider which has deployed and is using its own significant telecommunications equipment or facilities within a particular geographic area in Louisiana to serve its Louisiana subscribers. A facilities based provider may offer services exclusively over its own facilities, or partially over its own facilities and partially through the resale of ILEC and/or CLEC wholesale offerings.

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SECTION 1.0 - DEFINITIONS (Continued)

Further Isolation - the work function performed by a Company employee on the customer's premises beyond the Company specified demarcation point to determine the specific wire or set which is causing a customer's service difficulty.

Gross Domestic Product - Prices Index (GDP-PI) - the total value of all currently produced goods and services in the United States during any particular time period as is calculated by the United States Bureau of Economic Analysis of the Department of Commerce.

Ground Potential Rise (GPR) - a hazardous voltage appearing on the power station grounding apparatus when certain failures occur in power distribution system.

Hearing Impaired - those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Home Number Plan Area (HNPA) - the Number Plan Area (NPA) where an end user is located.

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.

Incomplete Call Attempt - calls that are not completed due to insufficient answering capability. Call attempts are considered incomplete if the calling party receives a busy signal, a ring with no answer, or a recorded message stating network difficulty in completing the call, number changed, number invalid, number not in service, or number not assigned.

Incumbent Local Exchange Carrier (ILEC) -telecommunications services provider that is the incumbent and historical wireline provider of local telecommunications services within a local service area as of the effective date of these regulations, and any intrastate regulated affiliate or successor to such entity which is engaged in the provisioning of local telecommunications services.

Indented Listing - indented listings are used where a subscriber has more than one listing for service under the same name at one or more locations.

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SECTION 1.0 - DEFINITIONS (Continued)

Informational Tariff - tariff associated with competitive services only and filed with the Commission as information only and not requiring Commission acceptance.

Initial Service Period - the minimum period of time for which service, facilities and equipment are provided.

Installation Charge - a nonrecurring charge applying to the provision of certain items of equipment or facilities as distinguished from the service connection charge applicable for establishment of basic telephone service. The installation charge is normally associated with optional service features and may sometimes be called an "initial" charge.

Integrated Services Digital Network (ISDN) - is a network architecture supporting digital telecommunications services which are user selectable through a common access at a standard interface.

Interconnection - the physical linking of networks, including signaling facilities, of telecommunications service providers that provides the reciprocal ability to handoff calls from customers on one network to customers of another provider's network in a manner that is transparent to customers, and which allows one provider to utilize unbundled basic network functions of another provider for the purpose of providing an end-to-end service to end users. Interconnection can be achieved at different points on the network.

Interconnection Services - for purposes of Price Plans and ILECs regulated thereunder, the category of services that allow telecommunications services providers to interconnect to an incumbent local exchange carrier's network to originate or terminate telecommunications services, including all services itemized in the Price Plan. For other purposes, those services offered by telecommunications services providers to interconnect networks in order to originate or terminate telecommunications traffic, and to interconnect to all unbundled points on another provider's network.

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SECTION 1.0 - DEFINITIONS (Continued)

Interexchange Carrier (IXC) - a telecommunications services provider of interLATA telecommunications services.

Interexchange Channel - when associated with Foreign Exchange service denotes a channel which connects the primary wire center in the local exchange to the primary wire center in the foreign exchange, Interexchange Channel Mileage is measured between the two exchange rate centers.

Interexchange Telecommunications - telecommunications traffic that originates in one exchange area and terminates in a different exchange area regardless of the service or facilities used to originate or terminate traffic.

Interface - denotes that point on the premises of the Customer at which provision is made for connection of other than Company-provided facilities to facilities provided by the Company.

Interoffice Channel - denotes that portion of a channel which interconnects local channels which serve customers located in different central office areas (wire center serving areas). When associated with Foreign Exchange Service the term denotes the channel which interconnects a primary wire center to a different wire center.

Intraexchange Telecommunications - telecommunications traffic that originates and terminates within the same exchange area regardless of the service or facilities used to originate and terminate traffic.

ISP - Internet Service Provider

IXC or Interexchange Carrier - a long distance telecommunications service provider.

Lifeline - a low income assistance program, available to qualified residential subscribers, which reduces monthly charges for local service through credits supported by universal service funding.

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SECTION 1.0 - DEFINITIONS (Continued)

Link - refers to the use of single local channel and/or an interoffice/interexchange channel as one segment (partial channel) of a 2 point or multipoint arrangement when at least one other segment of the service arrangement is served by MegaLink® service, MegaLink® Light service, MegaLink® Plus Service, MegaLink® Channel Service, FlexServ® service or LightGate® service or similar service offered by the Company.

Link-Up - a low income assistance program available to qualified residential subscribers, which reduces charges for connection of service through credits supported by universal service funding.

Local Access and Transport Area (LATA) - a Local Access and Transport Area established pursuant to the Modification of Final Judgement 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, LLC Tariff F.C.C. No. 4.

Local Channel - denotes that portion of a channel for extension line service as described in this tariff.

Local Exchange Carrier (LEC) - telecommunications services provider offering and/or providing local telecommunications services.

Local Optional Service - a service which provides local calling to the Expanded Local Calling Area as defined in this tariff on a usage sensitive basis.

Local Service - a type of localized calling whereby a subscriber can complete calls from his station to other stations within a specified area without the payment of long distance charges.

Local Service Area - a geographic area in which end users may place telephone calls without incurring toll charges which includes a flat rate calling area. The local service area of a CLEC may be different from the local service area of an ILEC. Nothing in this definition shall preclude the provision of toll service within the expanded Local Optional Service Area as described in Order No. U-17949-N, date October 18, 1991.

Local Telecommunications Services - telecommunications services traditionally provided by an ILEC as a local service, including but not limited to, exchange access services, private line services, basic local services, and public pay phone services.

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SECTION 1.0 - DEFINITIONS (Continued)

Long Distance Message Telecommunications (MTS) - the furnishing of facilities for subscriber's communications on an individual message basis between rate centers.

Station-to-Station Call - the long distance MTS service where the person originating the call either dials the telephone number, or gives to the Company operator the telephone number, or gives the name and address under which the telephone number is listed, and does not specify a particular person to be reached, nor a particular station to be reached through a Miscellaneous Common Carrier attendant, nor a particular station, department or office to be reached through a PBX or Centrex Type Services attendant.

- 1) "Dialed Calling Card" is that station-to-station service in which a call is:
 - a) dialed by the customer;
 - b) billed to the customer's Calling Card number; and
 - c) completed without the assistance of an operator.
- 2) "Operator" is that station-to-station service other than "Dialed Calling Card".

Long Run Incremental Cost - the cost a company would incur (or save) if it increases (or decreases) the level of production of an existing service or group of services. These costs consists of the costs associated with adjusting future production capacity and reflect forward-looking technology and operations methods.

Market Trial - a trial involving paying customers that focuses on the collection of primary market research information that could impact the marketing of a product or service, such as customer acceptance of a product or service and/or willingness to pay for a product or service.

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

Miscellaneous Common Carriers - as defined in Part 21 of the FCC Rules, are communications common carriers which are not engaged in the business of providing either a public landline message telephone service or public message telegraph service.

Mobile Service - a radio communications service carried on between mobile stations or receivers and land stations, and by mobile stations communicating among themselves, and includes:

- 1) both one-way and two-way radio communications services;
- 2) a mobile service which provides a regularly interacting group of base, mobile, portable, and associated control and relay stations for private one-way or two-way land mobile radio communications by eligible users over designated areas of operation; and
- 3) any service for which a license is required in a personal communications service pursuant to 47 CFR Part 24, 47 CFR Sect 20.3, as amended. Mobile Service includes "Radio Common Carriers" as that term is defined and used in La. R.S. § 45:1500 *et seq.*

Month - the work "month" as used in this Tariff, is to be defined as a 30-day period.

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SECTION 1.0 - DEFINITIONS (Continued)

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

Multi-Frequency or (W) - an inter-machine pulse type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Network Control Signaling - the transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charging signals), address signaling (dialing), calling and called number identification, audible tone signals (call progress signals indicating reorder or busy conditions, altering, coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telecommunications system.

Network Control Signaling Unit - the terminal equipment furnished, installed and maintained by the Company for the provision of network control signaling.

Network Interface - is a standard jack provided by the Company as a part of exchange access, WATS, or Private Line Services for the connection of customer terminal equipment and premises wiring to the telephone network. The Network Interface will be located at the demarcation point.

Non-Basic Services - for purposes of the Price Plan set forth in Section 701 and ILECs regulated thereunder, and who have not opted into the new provisions pursuant to Commission Order No. U24802-B, all services not otherwise classified as basic or interconnection services offered by an ILEC.

Non-Listed (Semiprivate) Listing - a non-listed listing is not in the alphabetical section of the directory, but is maintained on directory assistance records and will be furnished upon the request of a calling party.

Non-Published (Private) Listing - a non-published listing is not listed in either the alphabetical section of the directory or directory assistance records and will not be furnished upon request of a calling party.

Non-Recurring Charge (NRC) - the initial charge, usually assessed on a one-time basis, to initiate and establish service.

Number Portability - the ability of an end-user customer of local telecommunications services to retain his existing telephone number(s) without impairment of quality, reliability or inconvenience, when changing from one provider of local telecommunications services to another, as long as the user remains at the same location.

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SECTION 1.0 - DEFINITIONS (Continued)

Other Telephone Company - An Exchange Telephone Company, other than the Company.

PBX - Private Branch Exchange

Premises - A building or buildings on contiguous property.

Primary Class of Service - any of those classes of exchange service which the Company undertakes to furnish at any point within the base rate area as a rate common to all applicants for the same class.

Primary Subscriber - this term has the same connotation as "subscriber" and is used in those cases where it is desirable to stress the distinction between the main subscriber to telephone service and others who may have joint use of the service or who may qualify for additional listings.

Primary Wire Center - the building in which a foreign exchange channel is terminated.

Private Line Service - any dedicated point-to-point, or point-to-multi point service for the transmission any telecommunications service.

Public Announcement Service - an announcement service utilizing Company facilities and/or service transmitting public announcements.

- 1) for usage by the general public, and
- 2) is publicly advertised and/or contains commercial messages and/or advertisements, and
- 3) furnished by an electronic or electro-mechanical device.

Public Pay Telephone Service Provider - COCOTs as defined in Commission Orders U-16462, U-16462-A through U-16462-G, General Order date March 30, 1995 and any subsequent Orders, including but not limited to, Orders resulting from Docket No. U-21322.

Rate - the price of a service either approved or accepted by the Commission. For those TSPs who choose to utilize online service guidebooks and price lists, or informational filings for competitive services, the rates contained therein shall not require Commission acceptance.

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SECTION 1.0 - DEFINITIONS (Continued)

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

Resale - the offering of services, elements, features, functions, and capabilities for sale to competing telecommunications services providers.

Resale Service Area - the area, as defined in the LPSC approved certificate of operation, within which a Reseller may offer resold local exchange telecommunications services.

Reseller - a telecommunications services provider that purchases telecommunications services from another provider for resale to end users for a fee.

Residence or Residential - A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

Real Time Rate Call - Operator Station/Person-to-Person -

- 1) calls originated and paid for at public or semi-public telephones.
- 2) calls for which the Company furnished time and/or charges.

SLA - Service Level Agreement

Service Commencement Date - the first day following the date on which the Company notifies the Customer that the requested service 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 and this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Connection Charge - a nonrecurring charge applying to the establishment of basic telephone service for a subscriber and certain subsequent additions to that service.

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SECTION 1.0 - DEFINITIONS (Continued)

Service Expediting Charge - when a customer requests that service be provided in advance of normal service intervals, and the Company is able to comply, a Service Expediting Charge applies.

Service Line - an exchange line associated with multiple data station installation to provide monitoring and testing of both customer and telephone company data equipment. The service line may be connected to a PBX, Centrex Type Services or individual line (main or extension station) so long as direct station access is provided.

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

Service Points - when used in connection with customer-provided communication channels denotes the points on the customer's premises where such channels or facilities are terminated in switching equipment used for communications with stations or customer-provided terminal equipment location on the premises.

Serving Central Office - the building that contains the central office that serves a station location.

Small ILEC - an incumbent local exchange carrier that meets the definition of a "rural telephone company" contained in the Communications Act of 1934, as amended.

Station - a unit of service, complete with all instrumentalities (e.g., telephone set, connecting block, inside wiring, protection apparatus, drop or block wiring) and lines (circuits), so arranged as to permit sending and receiving messages through the exchange and long distance network. Also denotes a termination of an individual exchange line or PBX trunk provided in accordance with the provisions of this Tariff, in Company switching equipment located in an exchange foreign to the exchange in which the customer is located. Customer may be required to provide telephone set and inside wiring.

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SECTION 1.0 - DEFINITIONS (Continued)

Subscriber - any person, firm, partnership, corporation, municipality, cooperative organization or governmental agency furnished communication service by the Company under the provisions and regulations of its tariff.

Subscriber List Information - any information (a) identifying the listed names of subscribers of a TSP and such subscribers' telephone numbers, addresses, or primary advertising classifications (as such classifications are assigned at the time of the establishment of such service), or any combination of such listed names, numbers, addresses, or classifications, and (b) that the TSP or an affiliate has published, caused to be published, or accepted for publication in any directory format.

Suspension of Service - an arrangement made at the request of the subscriber, or initiated by the Company for violation of tariff regulations by the subscriber, for temporarily disconnecting service without terminating the service arrangement or removing the telephone equipment from the subscriber's premises.

TBD - To Be Determined.

Technical Trial - a trial involving non-paying customers that focuses on assessing the technical capabilities of a new network serving arrangement, including technologies and supporting equipment, and associated supporting systems, such as ordering, billing, provisioning and maintenance systems. Services provisioned pursuant to a technical trial may include new services and/or new ways of providing existing service.

Telecommunications - the bi-directional transmission of information of the user's choosing between or among points specified by the user, including voice, data, image, graphics and video, without change in the form or content of the information as sent and received, by means of an electromagnetic and/or fiber optic transmission medium, including all instrumentalities, facilities, apparatus and services (including the collection, storage, forwarding, switching and delivery of such information) essential to such transmissions.

Telecommunications Directory Publisher (TDP) - any person or entity, including affiliates of an ILEC, engaged in the business of publishing subscriber list information, in any format.

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SECTION 1.0 - DEFINITIONS (Continued)

Telecommunications Equipment - equipment, other than customer premises equipment, used by a telecommunications services provider to provide telecommunications services including software integral to such equipment.

Telecommunications Service - the offering and/or providing of telecommunications for compensation or monetary gain to the public, or to such classes of users as to be effectively available to the public regardless of the facilities used to transmit the telecommunications services.

Telecommunications Service Priority (TSP) System - a structured coding scheme that prescribes the order in which National Security Emergency Preparedness (NSEP) telecommunications services are installed or restored. The TSP System was developed to support the requirements of the U.S. Government and applies only to NSEP telecommunications services to which the Company is able to apply priority treatment. It requires and authorizes priority action by the Company.

Telecommunications Services Provider (TSP) - a generic term used to refer to any person or entity offering and/or providing telecommunications services for compensation or monetary gain.

Telephone Number - a designation assigned to a telephone service for convenience in operating.

Termination Charge - a charge applying when a subscriber discontinues an item of service or equipment prior to the expiration of the initial service period designated for such item. The basic termination charge is an amount established for an individual item of service or equipment from which the termination charge is computed.

Toll Call - a call to any location outside the local service area. Also called a long distance call.

Toll Trunk - a special access trunk extending from a customer's premises to a premises of the Company for the purpose of completing toll calls originated at the customer's location. These facilities may be arranged to:

- 1) route all long distance calls to Company operator for completion.
- 2) route all dial station-to-station calls directly to the long distance network and route all other long distance calls to a Company operator for completion.

Total Service Long Run Incremental Cost (TSLRIC) - the total additional cost incurred by a telecommunications services provider to produce the entire quantity of a service group, group of services, or basic network functions, given that the telecommunications services provider already provides all of its other services. TSLRIC is based on the least cost, most efficient technology that is capable of being implemented at the time the decision to provide the service is made.

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SECTION 1.0 - DEFINITIONS (Continued)

Transient Mobile Unit - a mobile unit communicating through a Foreign Base Station.

Trouble Determination - dispatch work performed in connection with a service difficulty or trouble report. When it is determined that the trouble originated from the customer's side of the demarcation point, a charge may be applicable. Customers will not be charged for dispatch work performed in connection with a service difficulty or trouble report when it is determined that the trouble originated from a source other than from the customer's side of the demarcation point.

Two Way - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Unbundle - disaggregation of a facilities-based telecommunications services provider's network services, including elements, features, functions and capabilities whenever technically feasible at rates as determined by the Commission.

Universal Service - as defined by Commission General Order dated May 22, 1995, and any subsequent modifications or amendments thereto. As of July 24, 2002 Universal Service consist of the following:

- 1) residential and single-line business access to the local exchange network, including usage and measured usage within the local service area.
- 2) touchtone capability.
- 3) white page directory listing (residential and business).
- 4) access to directory assistance (local).
- 5) directory distribution (publication and distribution of at least one annual local directory).
- 6) access to 911 service (where established by La. R.S. 45:791 et. seq.).
- 7) affordable line connection (for service initiation).
- 8) access to long distance carriers and operator services.
- 9) access to the telephone relay system.
- 10) access to customer support services, including billing.
- 11) access to a calling plan for a local service area sufficiently large to encompass a user's community of interest (but not greater than 40 miles).

Universal Services Basket - for purposes of the Price Plan and ILECs regulated under the provision of LPSC Order No. U-24802 Subdocket B, the category of services required to provide basic local services as itemized in Appendix 1 of LPSC Order U-2480-2.

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SECTION 1.0 - DEFINITIONS (Continued)

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

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

Uniform Service Order Code (USOC) - a Company assigned code used on internal records for service identification purposes.

Volts Root-Mean-Square (VRMS) - the effective value of AC voltage.

Wide Area Telephone Service (WATS) - the furnishing of facilities for dial type telephone communication between wide area service access line and other exchange and toll station telephones in the area prescribed in the Tariff.

Wire Center - a building where outside plant (cables and wires) located in a specific geographical area are terminated and where these facilities are normally cross-connected to central office equipment at that location.

Wire Center Serving Area - denotes, in most cases, that area of the exchange served by a single wire center.

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SECTION 2.0 - RULES AND REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of Louisiana, and terminating within a local calling area as defined herein. Local exchange service access lines and associated services will be offered pursuant to the terms and conditions of this tariff.

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

2.1.2 Shortage of Equipment or Facilities

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

2.1.3 Availability of Facilities

- A) The Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the provision of such service.
- B) The rates and charges quoted in this Tariff provide for the furnishing of service and facilities where suitable facilities are available or when the construction of the necessary facilities does not involve excessive costs.
- C) When excessive costs are involved for the construction of facilities, charges for each construction will be determined in accordance with the regulations as set forth in this tariff under "Charges Applicable Under Special Conditions", except as otherwise specified.

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SECTION 2.0 - RULES AND REGULATIONS (Continued)

2.1 **Undertaking of the Company (Continued)**

2.1.4 Terms and Conditions

- A) Service is provided based on a minimum period of at least one month, 24 hours per day. For computing charges in this tariff, a month is considered to have thirty (30) days.
- B) Customers may be required to enter into written service order and/or service agreement contract 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 tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C) Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order and/or service agreement contract, 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 proper notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D) Service may be terminated upon written notice to the Customer if:
 - 1) the Customer is using the service in violation of this tariff; or
 - 2) the Customer is using the service in violation of the law; or
 - 3) for non-payment of regulated or unregulated services.
- E) This tariff shall be interpreted and governed by the laws of the State of Louisiana without regard for its choice of laws provision.

SECTION 2.0 - RULES AND REGULATIONS (Continued)2.1 **Undertaking of the Company (Continued)**2.1.4 **Terms and Conditions (Continued)**

- F) Any Other Telephone Company may 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.
- G) To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, 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 the reasonable request of either party, 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.
- H) The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

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SECTION 2.0 - RULES AND REGULATIONS (Continued)2.1 **Undertaking of the Company (Continued)**2.1.5 **Limitations on Liability**

- 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, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B) Except for the extension of allowances to the Customer for interruptions in 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.
- 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, not to exceed 12 months.
- D) The Company's liability, if any, for its willful misconduct is not limited by this section of the tariff. With respect to any other claim or suit by a subscriber, common carrier, reseller, or any other party for damages caused by, or associated with, any unauthorized computer intrusion, including but not limited to the input of damaging information such as a virus, time bomb, any unauthorized access, interference, alteration, destruction, theft of, or tampering with, a Company computer, switch, data database, software, information, network or other similar system, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge by the Company for the service for the period during which the service provided by the Company was affected or so utilized.

SECTION 2.0 - RULES AND REGULATIONS (Continued)2.1 **Undertaking of the Company (Continued)**2.1.5 **Limitations on Liability (Continued)**

- E) The Company shall not be held liable for any damage, harm or loss of data caused by the subscriber using the Company's voice-grade telephone access lines and/or facilities for the transmission of data. The Company's liability shall be limited to errors or damages to the transmission of voice messages over these facilities, and the liability shall be limited to an amount equal to the proportional amount of the Company's billing for the period of service during which the errors or damages occur.
- F) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- 1) 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, except as contracted by the Company;
 - 2) 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 commotion; 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;
 - 3) Any unlawful or unauthorized use of the Company's facilities and services;
 - 4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of company-provided facilities or services;
 - 5) Breach in the privacy or security of communication transmitted over the Company's facilities;

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SECTION 2.0 - RULES AND REGULATIONS (Continued)

2.1 **Undertaking of the Company (Continued)**

2.1.5 **Limitations on Liability (Continued)**

F) (Continued)

- 6) 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 paragraph (A) of this Subsection 2.1.5.
- 7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- 8) 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 Customers facilities or equipment connected, or to be connected to the Company's facilities;
- 9) Any non-completion of calls due to network busy conditions;
- 10) Any calls not actually attempted to be completed during any period that service is unavailable;
- 11) And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities

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SECTION 2.0 - RULES AND REGULATIONS (Continued)

2.1 Undertaking of the Company (Continued)

2.1.5 Limitations on Liability (Continued)

- G) The Company does not guarantee nor make any warranty with respect to installations provided for use in an explosive atmosphere.
- H) 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.
- I) Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

2.1.6 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

SECTION 2.0 - RULES AND REGULATIONS (Continued)

2.1 Undertaking of the Company (Continued)

2.1.7 Provision of Equipment and Facilities

- A) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- B) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided by the Customer.
- C) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided and shall remain the property of the Company.
- D) Except as otherwise indicated, Customer provided station equipment at the Customers premises for use in connection with the service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- E) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - 2) the reception of signals by Customer-provided equipment; or
 - 3) network control signaling where such signaling is performed by Customer provided network control signaling equipment.

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SECTION 2.0 - RULES AND REGULATIONS (Continued)

2.1 Undertaking of the Company (Continued)

2.1.8 Non-Routine Installation

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

2.1.9 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction or facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- D) in a quantity greater than that which the company would normally construct;
- E) on an expedited basis;
- F) on a temporary basis until permanent facilities are available;
- G) involving abnormal costs; or
- H) in advance of its normal construction.

SECTION 2.0 - RULES AND REGULATIONS (Continued)

2.1 Undertaking of the Company (Continued)

2.1.10 Ownership of Facilities

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

2.2 Prohibited Uses

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

SECTION 2.0 - RULES AND REGULATIONS (Continued)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A) the payment of all applicable charges pursuant to this tariff;
- B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C) providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1 C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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SECTION 2.0 - RULES AND REGULATIONS (Continued)

2.3 Obligations of the Customer (Continued)

2.3.1 General (Continued)

- E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in an Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1 D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose, of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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SECTION 2.0 - RULES AND REGULATIONS (Continued)

2.3 Obligations of the Customer (Continued)

2.3.2 Liability of the Customer

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

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SECTION 2.0 - RULES AND REGULATIONS (Continued)**2.4 Customer Equipment****2.4.1 General**

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

2.4.2 Station Equipment

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

SECTION 2.0 - RULES AND REGULATIONS (Continued)

2.4 **Customer Equipment (Continued)**

2.4.3 **Interconnection of Facilities**

- A) Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (1) be originated by an end user of a company that is authorized by the Commission to provide local exchange service; (2) originate and terminate within a local calling area of the Company.
- B) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- C) Communications services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- D) Facilities furnished under this Tariff may be connected to customer-provided terminal equipment in accordance with the provisions of this Tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

SECTION 2.0 - RULES AND REGULATIONS (Continued)

2.4 Customer Equipment (Continued)

2.4.4 Inspections

- A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2 B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- C) If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

When the company collects advance payments, these funds will be placed in an escrow account and will be drawn upon to cover cost of services provided to the customer. Any advance payment funds held in excess of 6 months will *earn* interest at a rate of 5% or the applicable rate in effect as prescribed by the LPSC. Any unused funds remaining in the customer's escrow account when services are ceased will be refunded to the customer.

SECTION 2.0 - RULES AND REGULATIONS (Continued)

2.5 **Customer Deposits and Advance Payments (Continued)**

2.5.2 **Deposits**

- A) The Company may, in its discretion, require any applicant for any subscriber to its services to deposit a sum up to an amount equal to either the charge for two months local service or the charge for the estimated toll messages during a like period, or both. Any such deposit may be held during the continuance of the service as security for the payment of any and all accounts accruing for the service. In addition, any applicant may also be required to deposit a further sum to an amount equal to:
- 1) the applicable basic termination charge for any service furnished the subscriber; and/or
 - 2) the total charges which would be due for the applicable minimum service period for any service furnished the subscriber. Such additional deposit shall be reviewed annually and a partial refund shall be made to the subscriber in an amount equal to the difference between the amount on deposit and the amount then required to cover the unexpired portion of the basic termination charge and/or minimum service period. Upon discontinuance of the service, such additional deposit may be applied in payment to any and all amounts accruing for service.
- B) Interest at the rate prescribed by the LPSC is allowed to the subscriber during the continuance of the deposit, except that no interest is paid on deposits held for less than 6 months. Interest will be refunded annually by means of a payment to the subscriber or a credit to current billing, with a designation on the bill that the credit is for earned interest. If held until discontinuance of service, such deposit and accrued interest, if any, less any and all amounts due, is upon such discontinuance returnable to the subscriber.
- C) The fact that a deposit has been made in no way relieves the applicant or subscriber from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation or constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for nonpayment of any sums due the Company.

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SECTION 2.0 - RULES AND REGULATIONS (Continued)**2.6 Payment Arrangements****2.6.1 Payment for Services**

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

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, including but not limited to franchise fees, pole attachment fees, surcharges, 911 fees, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., parish and municipal) will only be recovered from those Customers residing in the affected jurisdictions. When the Company uses facilities of other companies to provide local services such as resale or UNE-P type services, all taxes, fees, surcharges, usage, or other charges will be passed through to the end user.

Certain telecommunications services, as defined in the Louisiana Administrative Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Louisiana, or both, and are charged to a subscriber's telephone number or account in Louisiana.

2.6.2 Billing and Collection of Charges

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.

- A) Non-recurring or standard installation charges are due and payable within ten (10) days after the date the invoice is mailed to the Customer by the Company. Installation requiring construction or other specialized installs will be required to pay all charges before commencement of any work is performed by the Company.
- 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 ten (10) days after the date the invoice is mailed. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C) When service does not begin on the first day of the billing period, or end of the last day of the billing period, 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.

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SECTION 2.0 - RULES AND REGULATIONS (Continued)

2.6 Payment Arrangements (Continued)

2.6.2 Billing and Collection of Charges (Continued)

- 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 tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued. When the Company utilizes facilities of other carriers, such as resale or UNE facilities, the service commencement date will begin with the effective date the facilities are acquired from the carrier.
- E) A customer's account will be considered as delinquent if not paid in full within 20 days of the date the bill is rendered by the Company. In addition, a late payment charge of 5% applies to each subscriber's bill (including amounts bill in accordance with the Company's Billing and Collection Services) when the previous month's bill has not been paid in full prior to the next billing date. The 5% charge is applied to the total unpaid amount carried forward less any penalty charges previously assessed and is included in the total amount due on the subscriber's current bill.
- F) The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If objection, in writing, is not received by the Company within thirty (30) days after the bill is rendered the account shall be deemed correct and binding upon the subscriber. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules and procedure. The address of the Commission is as follows:
- Louisiana Public Service Commission
602 North 5th Street, 12th Floor
Baton Rouge, LA 70821
- G) If service is disconnected by the Company (in accordance with Section 2.6.3 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 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 4.3.

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SECTION 2.0 - RULES AND REGULATIONS (Continued)**2.6 Payment Arrangements (Continued)****2.6.3 Discontinuance of Service for Cause**

The Company may discontinue service for the reasons as provided following. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated. Notice will be provided via First Class U.S. Mail.

Upon the Company's discontinuance of service to the Customer under Section 2.6.3 A) or 2.6.3 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 tariff, 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.

- A) Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 29 days from the date of the bill and only following proper written notification.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for 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.
- E) Upon any governmental prohibition or governmental 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.
- F) Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

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SECTION 2.0 - RULES AND REGULATIONS (Continued)

2.6 Payment Arrangements (Continued)

2.6.3 Discontinuance of Service for Cause (Continued)

- G) Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- H) Without notice in the event of tampering with the equipment or services furnished by the Company.

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days notice of desire to terminate service or longer pursuant to any service agreement contractual terms. If special construction is involved, the required notice shall be written.

2.6.5 Cancellation of Application for Service

- A) Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, permit fees, right of way costs, and any other costs associated with the special construction or arrangements.
- D) The special charges described in 2.6.5 A) through 2.6.5 C) will be calculated and applied on a case-by-case basis.

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SECTION 2.0 - RULES AND REGULATIONS (Continued)

2.6 Payment Arrangements (Continued)

2.6.6 Changes in Services Requested

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

2.6.7 Bad Check Charge

A service charge of \$30.00 will be assessed for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution. Any additional charges incurred from a banking institution will be billed to the customer.

2.7 Allowances for Interruptions in Service

2.7.1 General

- 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 tariff.
- B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

SECTION 2.0 - RULES AND REGULATIONS (Continued)

2.7 Allowances for Interruptions in Service (Continued)

2.7.1 General (Continued)

- C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.7.2 Limitations of Allowances

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

- A) Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C) Due to circumstances or causes beyond the reasonable control of the Company;
- D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

SECTION 2.0 - RULES AND REGULATIONS (Continued)**2.7 Allowances for Interruptions in Service (Continued)****2.7.2 Limitations of Allowances (Continued)**

- E) A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider:
- F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H) That was not reported to the Company within thirty (30) days of the date that service was affected.
- I) The customer may request and be granted an individual service level agreement that will supercede Section 2.7.2.

2.7.3 Use of Another Means of Communications

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

SECTION 2.0 - RULES AND REGULATIONS (Continued).

2.7 Allowances for Interruptions in Service (Continued)

2.7.4 Application of Credits for Interruptions in Service

- A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B) For calculating credit allowances, every month is considered to have thirty (30) days.
- C) Interruptions Over 24 Hours and Less Than 72 Hours
- Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.
- D) Interruptions Over 72 Hours
- Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one-month period.

SECTION 2.0 - RULES AND REGULATIONS (Continued)

2.7 Allowances for Interruptions in Service (Continued)

2.7.5 Limitations on Allowances

No credit allowance will be made for:

- A) interruptions due to the negligence of or noncompliance with the provisions of this tariff by the Customer, or authorized user;
- B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- C) interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- D) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- E) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- F) interruption of service due to circumstances or causes beyond the reasonable control of Company; and
- G) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

SECTION 2.0 - RULES AND REGULATIONS (Continued)

2.8 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company 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 preceding.

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- A) all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C) all recurring charges specified in the applicable Service Order for the balance of the then current term;
- D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

SECTION 2.0 - RULES AND REGULATIONS (Continued)

2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to:

- a) 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

- A) The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B) The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- C) Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the US. Mail or a private delivery service, prepaid and properly addressed, or when registered or certified mail is actually received or refused by the addressee, whichever occurs first.
- D) 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.

SECTION 3.0 - SERVICE AREAS

3.1 Exchange Service Areas

Local Exchange Services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs:

- 1) AT&T of Louisiana formally BellSouth
- 2) CenturyLINK (Louisiana)

3.2 Rate Classes

Charges for local services provided by the Company may be based, in part, on the Rate Class associated with the customers end office. The rate class is determined by the total access lines and PBX trunks in the local calling area which can be reached from each end office.

In the event that an Incumbent LEC or the LPSC reclassifies an exchange from one rate class to another, the reclassification will also apply to customers who purchase services under this tariff. Local calling areas and rate class assignments are equivalent to those areas and classes specified in BellSouth Louisiana General Subscriber Service Tariff (GSST) and/or AT&T (formally BellSouth) General Subscriber Guidebooks; and/or CenturyLINK General Subscriber Tariff.

SECTION 4.0 - SERVICE CHARGES AND SURCHARGES

4.1 Service Order and Change Charges

Service order charges apply to processing Service Orders for new service, for changes in service and are in addition to Installation Charges shown in other sections of this tariff.

	Residence	Business
Line Connection Charge		
First Line	\$ 85.00	\$ 85.00*
Each Additional Line	\$ 75.00	\$ 75.00*
Line Change Charge		
First Line	\$ 85.00	\$ 85.00*
Each Additional Line at same time	\$ 75.00	\$ 75.00*
Internet Installation Charge		
Dial-Up	\$ 50.00	\$100.00
Internet	\$100.00	\$200.00
Dedicated	\$100.00	\$200.00*

4.2 Maintenance Visit Charges

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

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

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

<u>Duration of time per technician</u>	Residence	Business
Initial 15 minute increment	\$ 50.00	\$ 50.00
Each Additional 15 minute increment	\$ 20.00	\$ 20.00

* Installation charges are based on standard installation of service. Construction or specialized installation requirements will be at time and materials, plus overhead costs.

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SECTION 4.0 - SERVICE CHARGES AND SURCHARGES (Continued)4.3 **Restoration of Service**

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 is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	<u>Residence</u>	<u>Business</u>
Per occasion	\$ 50.00	\$100.00

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS

5.1 General

5.1.1 Services Offered

The following Network Services are available to residence/business Customers and for resale by other carriers certificated by the Louisiana Commission:

Standard Residence Line Service
Standard Business Line Service
Direct Inward Dialing (DID) Service
Optional Calling Features

The following services are available to residence/business customers and are not offered on a resale basis as of the effective date of this page.

Internet Service
Dial-up Internet Service
Dedicated Internet Service - ISDN, DSL, Digital Synchronet, Broadband Wireless
Listing Services (including Non Published and Non Listed Services)
Directory Assistance
Miscellaneous Services (including Vanity Numbers and Number Portability)

5.1.2 Application of Rates and Charges

All services offered in this tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated installation or Non-Recurring and Monthly Recurring Charges. Charges for circuit use, when applicable, may be assessed on a measured rate basis and are additional to monthly recurring charges shown for Business or Residence lines, DID Trunks, Digital/DS1 service, Internet service, Dial-up Internet service, and Dedicated Internet service -ISDN, DSL, Digital Synchronet and Broadband Wireless.

When the company uses facilities of other companies to provide local services such as resale or UNE-P type services, all taxes, fees, surcharges, usage, or other charges will be passed through to the end user.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (Continued)

5.1 **General (Continued)**

5.1.3 **Emergency Services Calling Plan**

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

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

Governmental fire fighting, Louisiana State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.

An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (Continued)

5.2 Call Timing for Usage Sensitive Services

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

- 5.2.1 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.
- 5.2.2 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).
- 5.2.3 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.
- 5.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 5.2.5 All times refer to local time.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (Continued)

5.3 **Distance Calculations**

Where charges for a service are specified based upon distance, the following rules apply:

A) 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 Local Exchange Routing Guide issued by Bellcore, 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 not telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

B) The airline distance between any two rate centers is determined as follows:

Step 1: Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.

Step 2: Computer the difference between he "V" coordinate of the two rate centers; and the difference between the two "H" coordinates.

Step 3: Square each difference obtained in step 2 above.

Step 4: Add the square of the "V" difference and the square of the "H" difference obtained in step 3 above.

Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

Step 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.

C) The formula for distance calculations is:

$$(V_1 - V_2)^2 + (H_1 - H_2)^2$$

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (Continued)

5.4 Holidays

For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day	January 1
Memorial Day	As Federally Observed
Independence Day	July 4
Thanksgiving Day	As Federally Observed
Christmas Day	December 25

5.5 Standard Residence Line

A Standard Residence Line provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Lines are provided for the connection of Customer-provided wiring and single station sets.

5.6 Standard Business Line

The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (Continued)

5.7 Direct Inward Dialing (DID) Service

Direct Inward Dialing (DID) permits calls incoming to a telecommunication system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer. DID services can only be provided when numbers are available to the Company from the NANP, and facilities are sufficient to provide DID services. The Company may limit or not provide DID services when numbering and facilities are not available to the Company.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (Continued)

5.8 Listing Services

For each Customer of Company-provided Exchange Service(s), the Company shall 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.

5.8.1 Non-Published Service \$ 3.00 per month

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

5.8.2 Non-Listed Service \$ 2.00 per month

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

5.9 Directory Assistance \$ 2.00 per call

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

5.10 Optional Calling Features

The features listed in Section 5.10.1 are offered by the Company to Residential and Business Customers. Refer to Price Lists in Section 6 of this tariff for specific features offered with each type of local exchange service.

5.10.1 Features Descriptions

- A) **Alternate Numbers Distinctive Ringing:** This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing - First Number and Distinctive Ringing - Second Number). The designated primary number will receive a normal ringing pattern; other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (Continued)5.10 **Optional Calling Features (Continued)****5.10.1 Features Descriptions (Continued)**

- B) **Anonymous Call Rejection:** Permits the end-user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand-alone feature or as an add-on to Caller ID Deluxe. This service does not apply to calls from within a hunt group.
- C) **Auto Callback:** Allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient.
- D) **Call Forwarding Always:** Permits the end-user to automatically forward to another number calls received from up to six end-user pre-selected telephone numbers programmed into the features screening list. The end-user controls when the feature is active, the forward-to-number and can add or remove calling numbers from the feature's screening list.
- E) **Call Forwarding Busy:** Permits the forwarding of incoming calls when the end-user's line is busy.
- F) **Call Forwarding No Answer:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- G) **Call Forwarding Remote Access:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the-feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to 1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (Continued)

5.10 **Optional Calling Features (Continued)**

5.10.1 **Features Descriptions (Continued)**

- H) **Call Forwarding Selective:** Provides end-user control for call forwarding capabilities via dial-accessed voice prompt menus. Customers may forward calls to a primary local or long distance telephone number. The end-user may specify a secondary location for routing of calls unanswered at the forward-to location or reach a busy signal. This secondary location may be another telephone number, pager or voice messaging service. Other capabilities included with this feature include:

Speed Forwarding;
Priority Screening;
Ring Control; and
Timed Forwarding.

It is the responsibility of the Customer to subscribe to the telephone number, pager or voice messaging service used as the secondary location.

- I) **Call Forwarding Standard:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- J) **Call Trace:** Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number which can then be identified. The customer using this feature would be required to contact the Telephone Company Business Office for further action. Call Tracing information will only be released to the appropriate law enforcement agency. The customer must sign an authorization at the proper law enforcement agency for the release of information by the Company to the law enforcement agency.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (Continued)5.10 **Optional Calling Features (Continued)**5.10.1 **Features Descriptions (Continued)**

- K) **Call Waiting - Basic:** Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.
- L) **Call Waiting - Deluxe:** Allows the end-user to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:
- Answer the waiting call and placing the first party on hold;
Answer the waiting call and disconnecting from the first party;
Direct the waiting caller to hold via a recording;
Forward the waiting caller to another location (e.g., voice mailbox or telephone answering service)
- Full utilization of Call Waiting Deluxe requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. The end-user must have Caller ID Basic or Deluxe for display of calling party identification information for waiting calls. The end-user must have a Call Forwarding Don't Answer feature active in order to forward a waiting call to another location.
- M) **Call Waiting - Deluxe with Conferencing:** Provides all of the functionality of Call Waiting Deluxe. Also permits the end-user to conference a waiting call with an existing call (first party) and, if desired, subsequently drop either leg of the conferenced call.
- N) **Calling Line ID - Basic:** Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (Continued)5.10 **Optional Calling Features (Continued)**5.10.1 **Features Descriptions (Continued)**

- O) **Calling Line ID Blocking:** Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call basis only. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call.

Calling Line ID Blocking Permanent blocks the end-user's number on all calls and is available only to specific law enforcement agencies, women shelters or other entities meeting the PSC and FCC Rules and Regulations. It is not available to the general public.

- P) **Calling Line ID - Deluxe:** Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.
- Q) **Message Waiting Indication:** Provides the end-user with an audible (stutter dial tone) or visual (lamp or other CPE display) indication that messages are waiting to be retrieved. Message Waiting Indication can only be activated/deactivated by a voice mailbox or other voice messaging service provided by the Company or third party. It is the responsibility of the Customer to subscribe to a compatible voice messaging service. Visual Message Waiting Indication requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (Continued)5.10 **Optional Calling Features (Continued)**5.10.1 **Features Descriptions (Continued)**

- R) **Repeat Dialing:** Permits the end-user to have calls automatically redialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing.
- Calls to 800 Service numbers
 - Calls to 900 Service numbers
 - Calls preceded by an interexchange carrier access code International Direct Distance Dialed calls
 - Calls to Directory Assistance
 - Calls to 911
- S) **Selective Call Acceptance:** Allows a Customer to assign a maximum of 15 telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.
- T) **Selective Call Rejection:** Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded-message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.
- U) **Speed Dial:** 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 either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to, from the speed calling list without assistance from the Company.
- V) **Three Way Calling:** 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.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (Continued)**5.11 Miscellaneous Services****5.11.1 Main Number Retention**

Main Number Retention is an optional feature by which a Customer, who was formally a customer of another certified local exchange carrier at the same premises location, may retain its main telephone numbers and main fax numbers for use with the Company provided Exchange Services. Main 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. Porting of telephone numbers must be in compliance with FCC Rules and Regulations.

5.11.2 Toll Restriction

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. Other toll restrictions may also be available.

5.11.3 Vanity Number Service

This service provides for the reservation of special or unique telephone number and fax number for use with the Company-provided exchange services and is dependent on the availability of the number requested.

5.11.4 Presubscription Services

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer. Presubscription charges to change long distance carriers is \$5.00 per jurisdiction.

5.12 Internet Services

- A) Dial-up - Provides one account to internet via a single telephonic, voice grade, communications channel.
- B) Dedicated - Provides account for access to Internet via transmission medium of Digital Subscriber Line (DSL), Integrated Services Digital Network (ISDN), Digital Synchronet, or Broadband.
- C) Internet - Provides access via Carrier Transport, Digital Broadband, or Voice Grade Medium.

5.13 Application Services

Services to include Internet filtering, caching, anti-virus, e-mail, web hosting.

SECTION 6.0 - LOCAL EXCHANGES SERVICES PRICE LIST

6.1 General

The rates specified in this section for local exchange service access lines entitle subscribers to access all station lines bearing the central office designation of the exchange in which service is provided as shown in A3.6.2, AT&T Louisiana, General Subscriber Guidebook. For all services the local calling area of the exchange in the left hand column includes the exchanges listed in the basic local calling area column. The local calling area for subscribers to Local Optional Service also includes the exchanges listed in the expanded local calling area column. Local Optional Service will be billed according to the rates and regulations shown under Local Optional Service in this tariff. The rate shown includes touchtone service.

Services provided in this tariff section are dependent upon the availability of resale services from AT&T Louisiana or other ILECs. Local Resale Services are provided through the use of resold switching and transport facilities obtained from Other Telephone Companies. When the Company uses facilities of other companies to provide local services such as resale or UNE-P type services, all taxes, fees, surcharges, usage, or other charges will be passed through to the end user.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers through resale of local exchange services.

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the Louisiana Commission. The rates, terms and conditions set forth in this Section are applicable as of the effective date hereof and will not apply to any Customer whose services may have been provisioned through resale of local exchange services, in whole or in part, prior to the effective date hereof.

The Company may, where Company facilities are available, provide services in part or totally by use of existing Company facilities.

SECTION 6.0 - LOCAL EXCHANGES SERVICES PRICE LIST (Continued)

6.2 Standard Residence Local Exchange Service

Rates for basic local exchange service are related to the total main station lines, main Centrex Type services station lines and private branch exchange trunks in the Basic Local Calling Area as described in A.3.6, AT&T Louisiana, General Exchange Guidebook. Base Rate Areas, Zone Rate Areas and Exchange Service Areas for each exchange are identified on maps filed as a supplement to the Guidebook.

The rate for service and equipment not specifically shown in this section are presented in other sections.

Individual main station line service is comprised of serving central office equipment and all outside plant facilities needed to connect the serving central office with the customer premises at the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the offering selected by the customer. The Company may utilize facilities of other carriers to provide basic local exchange access line services.

Standard Residence Local Exchange Service provides the Customer with a single, analog, voice grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Local Exchange Service lines are provided for the connection of Customer provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting Feature is available for multi-line Customers, which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Residence Local Exchange Service are billed monthly in advance. Usage charges if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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SECTION 6.0 - LOCAL EXCHANGES SERVICES PRICE LIST (Continued)**6.2 Standard Residence Local Exchange Service (Continued)****6.2.1 General**

The rates specified in this section for local exchange service access lines entitle subscribers to access all station lines bearing the central office designation of the exchange in which service is provided as shown in A3.6.2, AT&T Louisiana, General Subscriber Guidebook. For all services the local calling area of the exchange in the left hand column includes the exchanges listed in the basic local calling area column. The local calling area for subscribers to Local Optional Service also includes the exchanges listed in the expanded local calling area column. Local Optional Service will be billed according to the rates and regulations shown under local Optional Service in this tariff. The rate shown includes touchtone service.

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SECTION 6.0 - LOCAL EXCHANGE SERVICES PRICE LIST (Continued)

6.2 **Standard Residence Local Exchange Service (Continued)**

6.2.2 **Flat Rate Service**

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

A)	Monthly Rates by UNE Zone	Monthly Rate	Installation
	1) Zone 1	\$ 17.22	\$ 85.00
	2) Zone 2	\$ 13.94	\$ 85.00
	3) Zone 3	\$ 13.94	\$ 85.00

B) Subscriber Line Charge

Effective with billing periods on or after May 13, 1987, a subscriber line charge is implemented at the rates shown following. This charge is rendered by AT&T Louisiana for all residential resold lines and is a pass through charge to residential customers of Nexus when resold services of AT&T Louisiana or CenturyLINK are utilized.

The subscriber line charge is applicable to each working access line.

C)	State Universal Service Fund	Monthly Rate
	1) Per Residential Line	\$.80

As authorized in LPSC General Order dated April 29, 2005, a monthly surcharge may be imposed for the recovery of expenses paid to the State Universal Service Fund (SUSF). This fee/surcharge will appear on retail (not wholesale) customer bills as "LA Universal Service Fee" and will be applied to access lines, trunks and NARs (Network Access Registers). The fee will not be applied to Lifeline services, private lines or ISDN B-channels.

1)	Per Residential Line	Monthly Rate
		\$ 1.15

SECTION 6.0 - LOCAL EXCHANGE SERVICES PRICE LIST (Continued)

6.2 **Standard Residence Local Exchange Service (Continued)**

6.2.3 **Non-Recurring and Installation Charges**

Non-recurring and installation charges apply to each line installed for the Customer. Installation charges are in addition to applicable service order charges contained in Section 4 of this tariff. All such charges will appear on the next bill following installation of the service.

Installation charges for installation of Residential lines are:

First Line	\$85.00
Each Additional Line (1)	\$75.00

NOTES:

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

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SECTION 6.0 - LOCAL EXCHANGE SERVICES PRICE LIST (Continued)

6.3 Standard Business Local Exchange Service

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Services are available on a flat rate or measured rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for services are billed monthly in advance. Usage charges, if applicable are billed in arrears. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

When the company uses facilities of other companies to provide local services such as resale or UNE-P type services, all taxes, fees, surcharges, usage, or other charges will be passed through to the end user.

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SECTION 6.0 - LOCAL EXCHANGE SERVICES PRICE LIST (Continued)

6.3 **Standard Business Local Exchange Service (Continued)**

6.3.1 **General**

The rates specified in this Section for local exchange service access lines entitle subscribers to access all station lines bearing the central office designation of the exchange in which service is provided as shown in A3.6.2, AT&T Louisiana, General Subscriber Guidebook. For all services the local calling area of the exchange in the left hand column includes the exchanges listed in the basic local calling area column. The local calling area for subscribers to Local Optional Service also includes the exchanges listed in the expanded local calling area column. The rate shown includes touchtone service.

The rate for service and equipment not specifically shown in this section are presented in other sections.

Individual main station line service is comprised of serving central office line equipment and all outside plant facilities needed to connect the serving central office with the customer premises at the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the offering selected by the customer. The Company may utilize facilities of other carriers to provide basic local exchange access line services.

6.3.2 **State Universal Service Fund Fee**

As authorized in LPSC General Order dated April 29, 2005, a monthly surcharge may be imposed for the recovery of expenses paid to the State Universal Service Fund (SUSF). This fee surcharge will appear on retail (not wholesale) customer bills as "LA Universal Service Fee" and will be applied to access lines, trunks and NARs (Network Access Registers). The fee will not be applied to Lifeline services, private lines or ISDN B-channels.

	Monthly Rate
1) Each business line or trunk	\$1.15

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SECTION 6.0 - LOCAL EXCHANGE SERVICES PRICE LIST (Continued)

6.3 **Standard Business Local Exchange Service (Continued)**

6.3.3 **Flat Rate Schedule Statewide**

		Monthly Rate	Installation*	
A)	Business Single line Service, per line by UNE Zone			
	1)	Zone 1	\$67.00	\$85.00
	2)	Zone 2	\$67.00	\$85.00
	3)	Zone 3	\$67.00	\$85.00

6.3.4 **Business Multi Line Service**

Business Multi-Line Service, per multi-line package, includes trunk hunting and touchtone services

A)	Each 2-line package	\$110.00	\$170.00
B)	Each 3-line package	176.00	255.00
C)	Each 4-line package	226.00	340.00
D)	Each 5-line package	271.00	425.00
E)	Each 6-line package	323.00	510.00
F)	Each 7-line package	374.00	595.00
G)	Each 8-line package	424.00	680.00
H)	Each 9-line package	476.00	765.00

A term discount for the standard installation charges shown above for multi-line business package are 20% for a 24 month term and 40% for a 36 month term. No additional discounts apply to the monthly rate.

*Installation charges are based on standard installation of service. Construction or specialized installation requirements will be at time and materials, plus overhead costs.

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SECTION 6.0 - LOCAL EXCHANGE SERVICES PRICE LIST (Continued)

6.3 Standard Business Local Exchange Service (Continued)

6.3.5 Business Packages With Local Optional Calling Service

The following business packages require a minimum term of 24 (twenty-four) to 36 (thirty-six) months at the option of the Company. The packages below are priced per line and includes the following: Basic local exchange service access line which entitles subscribers to access all station lines bearing the central office designation of the exchange in which service is provided and the additional exchanges under Basic Local Calling Area as shown in the AT&T Louisiana, General Exchange Guidebook, Section A3.6.2.; touchtone service; Multiline hunting when two or more lines are ordered at the same location; local optional calling service to exchanges as listed under Expanded Local Calling Area in the AT&T Louisiana General Exchange Guidebook, Section A3.6.2. All Local Optional Service calling must be dialed station to station. All Local Optional Service calling is measured and billed on a usage based pricing basis. The offering of this service is subject to availability as determined by the Company.

The following usage rates apply to direct dialed local calls terminating outside of the Basic Local Calling Area described in A3.6.2 but within the Expanded Local Calling Area as described in the Expanded Local Calling Area exchange list in the AT&T Louisiana General Exchange Guidebook, Section A3.6.2 (Local Calling Area Exchanges) for all minutes over the monthly allotted minutes shown below. Unused minutes do not roll over to the next billing month.

Local Optional Service is not available to the following:

- Volume Usage Measured Rate subscribers
- Shreveport Metropolitan Calling Plan subscribers
- Expanded Local Area Calling subscribers
- FX lines
- Toll terminals
- Measured Service subscribers in locations where Local Optional Service is available.
- Call center Facilities or service providers
- Marketing service providers
- Pay Phone Providers (customer owned payphones)

The following services and rates are not available to end users when facilities of AT&T or CenturyLINK are utilized as resold services.

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SECTION 6.0 - LOCAL EXCHANGE SERVICES PRICE LIST (Continued)6.3 **Standard Business Local Exchange Service Package (Continued)**6.3.5 **Business Packages With Local Optional Calling Service (Continued)****A) BASIC PACKAGE**

- | | | |
|----|------------------------|---------|
| 1) | Monthly Rate | \$34.95 |
| 2) | Installation* per line | \$85.00 |

a. Basic Package includes :

- | | | |
|----|--|---------|
| 1. | Local Exchange Access Line | \$27.95 |
| 2. | Local Optional Calling | \$ 4.00 |
| | includes up to 800 minutes of direct dialed station to station calling to the Expanded Local Calling Area as set forth in A3.6.2 of the ATT Louisiana General Exchange Guidebook, per billing month, unused minutes do not roll over to the next month | |
| 3. | 200 minutes of Long Distance direct dialed station to station calling- intrastate or interstate within the continental United States | \$ 3.00 |

(It is assumed that 100 minutes will be intrastate (\$1.50) and 100 minutes will be interstate (\$1.50). Unused minutes do not roll over to the next month.

- | | | |
|----|---|--|
| 4. | RATE FOR MINUTES OVER THE ALLOTTED MINUTES FOR LOCAL OPTIONAL CALLING WILL BE BILLED AT \$.02 (TWO) CENTS PER MINUTE OR FRACTION THEREOF. All fractional minutes rounded up to the next whole minute. | |
| 5. | Rate for minutes over the allotted minutes for Long Distance direct dialed station to station calling, intrastate or interstate within the continental United States will be six (\$.06) cents per minute or fraction thereof. Fractional minutes rounded to the next whole minute. | |

*Installation charges are based on standard installation of service. Construction or specialized installation requirements will be at time and materials, plus overhead costs.

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SECTION 6.0 - LOCAL EXCHANGE SERVICES PRICE LIST (Continued)

6.3 **Standard Business Local Exchange Service (Continued)**

6.3.5 **Business Packages With Local Optional Calling Service (Continued)**

B) Enhanced Package

- 1) Monthly Rate, per line \$44.95
- 2) Installation, per line* \$85.00

a. Enhanced Package includes:

- 1. Local Exchange Access Line \$27.95
- 2. Vertical Features \$ 6.00
(see list below-may select one or any combination thereof of compatible calling features)
- 3. Local Optional Calling \$ 8.00
includes up to 1600 minutes of direct dialed station to station calling to the Expanded Local Calling Area as set forth in A3.6.2 of the ATT Louisiana General Exchange Guidebook, per billing month, unused minutes do not roll over to the next month
- 4. 200 minutes of Long Distance direct dialed station to station calling- intrastate or interstate within the continental United States \$ 3.00
(It is assumed that 100 minutes will be intrastate (\$1.50) and 100 minutes will be interstate (\$1.50). Unused minutes do not roll over to the next month.
- 5. RATE FOR MINUTES OVER THE ALLOTTED MINUTES FOR LOCAL OPTIONAL CALLING WILL BE BILLED AT \$.02 (TWO) CENTS PER MINUTE OR FRACTION THEREOF. All fractional minutes rounded up to the next whole minute.
- 6. Rate for minutes over the allotted minutes for Long Distance direct dialed station to station calling, intrastate or interstate within the continental United States will be six (\$.06) cents per minute or fraction thereof. Fractional minutes rounded to the next whole minute.

*Installation charges are based on standard installation of service. Construction or specialized installation requirements will be at time and materials, plus overhead costs.

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SECTION 6.0 - LOCAL EXCHANGE SERVICES PRICE LIST (Continued)

6.3 Standard Business Local Exchange Service (Continued)

6.3.5 Business Packages With Local Optional Calling Service (Continued)

C) Enhanced Package Vertical Features

For each line, the Enhanced Business package can provide the subscriber an unlimited number of compatible calling features from the following list. All of the rules, regulations and limitations specified in other sections of this tariff apply to the respective services and features provided as part of this service. The calling features chosen may vary from line to line in multiple line packages based on the compatibility of the features. See Feature Definitions in 5.10.1.

Available Calling Features:

- 1) Alternate Numbers Distinctive Ringing
- 2) Anonymous Call Rejection
- 3) Auto Callback
- 4) Call Forwarding Always
- 5) Call Forwarding Busy
- 6) Call Forwarding No Answer
- 7) Call Forwarding Remote Access
- 8) Call Forwarding Selective
- 9) Call Forwarding Standard
- 10) Call Trace, per call only
- 11) Call Waiting - Basic
- 12) Call Waiting - Deluxe
- 13) Call Waiting - Deluxe with Conferencing
- 14) Calling Line ID - Basic
- 15) Calling Line ID Blocking, per call only
- 16) Calling Line ID - Deluxe
- 17) Message Waiting Indication
- 18) Repeat Dialing
- 19) Selective Call Acceptance
- 20) Selective Call Rejection
- 21) Speed Dial
- 22) Three Way Calling

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SECTION 6.0 - LOCAL EXCHANGE SERVICES PRICE LIST (Continued)

6.3 **Standard Business Local Exchange Service (Continued)**

6.3.6 **Local Optional Calling Service**

- A) Local Optional Service is available to one party Residence and Business subscribers. This service provides local calling outside the Basic Local Calling Area but within the Expanded Calling Area as described in the AT&T Louisiana General Exchange Guidebook, Section A3.6.2. All Local Optional Service calling must be 1+ dialed station-to-station to exchanges within the Expanded Local Calling Area. All Local Optional Service calling is measured and billed on a usage pricing basis. The offering of this service is subject to availability as determined by the Company.
- B) Customers subscribing to Local Optional Calling Service are billed the following rate in addition to the appropriate monthly rate specified in this tariff for the corresponding flat rate service access line.

	Monthly Rate
1) Residence, per line, trunk	\$.97
2) Business, (single line or multi line service) per line and trunk; MultiServ service, per main station line	\$ 2.00

- C) The following usage rates apply to direct dialed local calls terminating outside the Basic Local Calling Area but within the Expanded Local Calling Area as described in the AT&T Louisiana General Subscriber Guidebook. These rates are applied based on airline mileage between wire centers.

Mileage Bands	Initial Minute	Additional Minute
C (1-10 miles)	\$.04	\$.02
D (11-16 miles)	\$.06	\$.04
E (17-22 miles)	\$.10	\$.07
F (23-30 miles intra-parish)	\$.14	\$.10
G (greater than 30 miles intra-parish)	\$.14	\$.14
H (23-30 miles inter-parish)	\$.14	\$.10
I (31-40 miles inter-parish)	\$.14	\$.14
J (greater than 40 miles inter-parish)	\$.10	\$.14

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SECTION 6.0 - LOCAL EXCHANGE SERVICES PRICE LIST (Continued)

6.3 **Standard Business Local Exchange Service (Continued)**

6.3.6 **Local Optional Calling Service (Continued)**

- D) Local usage charges for calls terminating in Bands C - G are capped at **\$15.00** per month, per residence line or trunk and **\$25.00** per month, per business line or trunk, with the following exception F) following. Local usage charges for hotel/motel guest room service and Smart Line service are not capped. The per line cap for specified local usage charges is applied on an account basis. The cap for an account is equal to the number of lines, trunks on the account times the appropriate per line cap. Usage rates are billed for local calls in accordance with the service subscribed to by the originating number.

- E) Local Optional Calling Service is not available to the following:
 - Volume Usage Measured Rate subscribers
 - Shreveport Metropolitan Calling Plan subscribers
 - Expanded Local Area Calling subscribers
 - FX lines
 - Toll terminals
 - Measured Service subscribers in locations where Local Optional Services is available
 - Call center facilities or service providers
 - Pay phone providers (customer owned pay phones)

- F) Customers selecting Local Optional Calling Service must subscribe to this service for all outward or two-way access lines on their premises with the following exceptions. Hotels and hospitals may subscribe to Local Optional Calling Service for administrative purposes without subscribing to Local Optional Calling Service for guest or patient use. In addition, if a customer subscribes to Local Optional Calling Service on any line on an account, he must subscribe for all lines on that account.

- G) Itemized statements are not provided.

6.3.7 **Hunting Service**

The following charges apply to Standard Business or Residence Local Exchange lines or trunks equipped with Hunting. Rate is in addition to Business or Residential local exchange line or trunk rate.

	Monthly
1) Flat Rate Service, per line in Trunk Hunting Group	\$ 15.00

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SECTION 6.0 - LOCAL EXCHANGE SERVICES PRICE LIST (Continued)

6.4 Business Trunk Service

Trunk service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place one call at a time. Trunks are provided for connection of station equipment to the public switched telecommunications network.

Trunks are available to Business Customers as Inward, Outward or Two-Way combination trunks where services and facilities permit.

Each Trunk is provided with Touchtone signaling at no additional charge. An optional per trunk Hunting feature is available for Customers which routes a call to the next idle trunk in a prearranged group (see Section 6.3.7 preceding).

Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges (see Section 6.5) following.

6.5 Direct Inward Dialing (DID) Service

Direct Inward Dialing (DID) permits calls incoming to a telecommunication system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and non-recurring charges for Trunks as shown in Section 6.2.3 of this tariff. The Customer will be charged for the number of local exchange service access lines sufficient to handle the number of DID numbers provided to the customer.

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SECTION 6.0 - LOCAL EXCHANGE SERVICES PRICE LIST (Continued)

6.5 **Direct Inward Dialing (DID) Service (Continued)**

		Non Recurring Charge	Monthly
1)	First 20 DID Numbers	**	\$ 10.00
2)	Each Additional 20 DID Numbers	**	\$ 10.00
3)	DID Trunk Termination: Per Trunk	\$85.00	Rate based on Business Service Provided
4)	Dual Tone Multifrequency Pulsing Option Per Trunk	\$15.00	\$ 0.00
	Per Number Referred	\$15.00	\$ --

** Non Recurring Charges for the establishment of DID numbers will be based on cost of obtaining such numbers.

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SECTION 6.0 - LOCAL EXCHANGE SERVICES PRICE LIST (Continued)

6.6 Optional Calling Features

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

6.6.1 Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Business and Residence line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge in Section 6.6.2.

Optional Calling Features, per call activation	Residence	Business
1) Three-Way Calling, per call	\$ 2.50	\$ 4.50
2) Call Return, per call	\$ 2.50	\$ 4.50
3) Repeat Dialing, per call	\$ 2.50	\$ 4.50
4) Calling Trace, per call*	\$15.00	\$25.00

Denial of per call activation for Three-Way Calling, Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

***Calling Trace information will only be released to the appropriate law enforcement agency. The customer must sign an authorization at the proper law enforcement agency for the release of information by the Company to the law enforcement agency.**

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SECTION 6.0 - LOCAL EXCHANGE SERVICES PRICE LIST (Continued)**6.6 Optional Calling Features (Continued)****6.6.2 Features Offered on a Monthly Basis**

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature. See feature definitions in Section 5.10.1.

Optional Calling Feature	Monthly Rate - Per Feature	
	Residence	Business
1) Alternate Numbers Distinctive Ringing	\$ 3.50	\$ 5.50
2) Anonymous Call Rejection	3.50	5.50
3) Auto Callback	3.50	5.50
4) Call Forwarding Always	3.50	5.50
5) Call Forwarding Busy	3.50	5.50
6) Call Forwarding No Answer	3.50	5.50
7) Call Forwarding Remote Access	3.50	5.50
8) Call Forwarding Selective	3.50	5.50
9) Call Forwarding Standard	3.50	5.50
10) Call Trace	3.50	5.50
11) Call Waiting - Basic	3.50	5.50
12) Call Waiting - Deluxe	3.50	5.50
13) Call Waiting - Deluxe with Conferencing	3.50	5.50
14) Calling Line ED - Basic	10.00	15.00
15) Calling Line ED Blocking	3.50	5.50
16) Calling Line rip - Deluxe	25.00	25.00
17) Message Waiting Indication	3.50	5.50
18) Repeat Dialing	3.50	5.50
19) Selective Call Acceptance	3.50	5.50
20) Selective Call Rejection	3.50	5.50
21) Speed Dial		
- 8 numbers	3.50	5.50
- 30 numbers	3.50	5.50
22) Three Way Calling	3.50	5.50

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SECTION 7.0 - DIRECTORY ASSISTANCE SERVICES7.1 **Directory Assistance Services**7.1.1 **Directory Assistance**

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number.

Each Local Directory Assistance Call	\$2.00
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SECTION 8.0 - LOUISIANA RELAY SERVICE**8.1 Relay Service**

The Company will provide access to a telephone relay center for the Louisiana Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired customers to use.

8.1.1 Regulations

- A) Only intrastate calls can be completed using the Louisiana Relay Service under the terms and conditions of this tariff.
- B) Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- C) Calls through the Relay Service may be billed to a third number only if that number is within the state of Louisiana. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.
- D) The following calls may not be placed through the Relay Service:
 - 1) Calls to informational recordings and group bridging service;
 - 2) Calls to time or weather recorded messages;
 - 3) Station sent paid calls from coin telephones; and
 - 4) Operator-handled conference service and other teleconference calls.

8.1.2 Liability

The Company contracts with an outside provider for the provision of this service. The outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of the tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for, and the customer agrees to release, defend, and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted, or asserted by the customer, or by any other person, for any loss or destruction of any property whatsoever, whether covered by the customer or others, or any personal injury or death of any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

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SECTION 9.0 A.S.P AND I.S.P SERVICES PRICE LISTS

9.1	Dial-Up Internet Per Month	Residence \$ 25.00	Business \$ 50.00
9.2	Dedicated Internet T1 Speed Per Month, Including wireless or wireline circuit	\$975.00	\$1500.00
9.3	Circuit Cost Provided over wireless, per month		
	1.5 Mbit	\$ 750.00	\$ 750.00
	3.0 Mbit	\$1250.00	\$1250.00
	4.5 Mbit	\$1500.00	\$1500.00
9.4	Application Services		
	A) Cache Service	\$10.00 Per Month	
	B) Application Hosting	\$50.00 Per Megabit per Month	
	C) WEB Hosting	\$50.00 Per Megabit per Month	
	D) Filtering	\$10.00 per Account per month	
	E) Anti Virus Protection	\$10.00 per account per month	
	F) E-Mail	\$25.00 per Account per Month	

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SECTION 10.0 - MISCELLANEOUS SERVICES**10.1 Carrier Pre-subscription****10.1.1 General**

Carrier Pre-subscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls, such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Pre-subscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

10.1.2 Pre-subscription Options

Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A: Customer select the Company as the presubscribed carrier for intraLATA and interLATA toll calls subject to presubscription.
- Option B: Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject-to presubscription.
- Option C: Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D: Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription.
- Option E: Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F: Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

SECTION 10.0 - MISCELLANEOUS SERVICES (Continued)

10.1 **Carrier Pre-subscription (Continued)**

10.1.3 Rules and Regulations

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 10.1.5 following.

10.1.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random-listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90-day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate an intraLATA or interLATA presubscription change at any time, subject to the charges specified in 10.1.5 following. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

SECTION 10.0 - MISCELLANEOUS SERVICES (Continued)

10.1 **Carrier Pre-subscription (Continued)**

10.1.5 **Pre-subscription Charges**

A) Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 10.1.4 above, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

B) Nonrecurring Charges

Per business or residence line, trunk, or port

Initial Line, or Trunk or Port	\$5.00
Additional Line, Trunk or Port	\$5.00

SECTION 11.0 - EXCHANGE AREAS

11.1 Exchange Areas

The rates specified in this Section for local exchange service access lines entitle subscribers to access all station lines bearing the central office designations of additional exchanges as shown in the ATT General Subscribers Services Tariff, Section A3.6.2. For all services the local calling area of the exchange in the left hand column includes the exchanges listed in the basic local calling area column. The local calling area for subscribers to Local Optional Service and Local Optional Service Option B also include the exchanges listed in the expanded local calling area column. The local calling area for subscribers to Area Plus service includes the exchanges listed in the basic and expanded local calling area columns as well as all other exchanges in the subscriber's LATA. The LATA for each exchange is shown in ATT General Subscribers Services Tariff, Section A3.6.2 and the exchanges in each LATA are listed in A3.6.3 of the same tariff.

Nexus SYSTEMS, LLC concurs in the Basic Local Exchange Service areas of the ATT Guidebook and the ATT General Subscriber Services Tariff, Section A3. as approved by the LPSC together with any amendments or successive issues thereof and makes itself a party to such tariff until this concurrence is revoked or cancelled by either party. Nexus SYSTEMS, LLC hereby expressly reserves the right to cancel this statement of concurrence at any time it appears that such cancellation is in the best interest of Nexus SYSTEMS, LLC, subject to the jurisdiction of the Louisiana Public Service Commission as it applies.

Nexus SYSTEMS, LLC concurs in CenturyLINK Basic Local Exchange Service areas as approved by the LPSC together with any amendments or successive issues thereof and makes itself a party to such tariff until this concurrence is revoked or cancelled by either party for resold or UNE services obtained from CenturyLINK. Nexus SYSTEMS, LLC hereby expressly reserves the right to cancel this statement of concurrence at any time it appears that such cancellation is in the best interest of Nexus SYSTEMS, LLC, subject to the jurisdiction of the Louisiana Public Service Commission as it applies.

SECTION 12.0 - PROMOTIONAL OFFERINGS/CONTRACT & ICB

12.1 **Special Promotions**

The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission.

12.2 **Contract Rates / Individual Case Basis (ICB) Arrangements**

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an individual case basis (ICB). ICB rates, terms and conditions will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligations and regulation set forth in this tariff shall be incorporated into, and be part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.