

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

XO COMMUNICATIONS SERVICES, INC.
REGULATIONS, DESCRIPTIONS, AND RATES
APPLICABLE TO FURNISHING LOCAL EXCHANGE SERVICES
WITHIN THE STATE OF MAINE

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

TABLE OF CONTENTS

	<u>PAGE</u>
TITLE PAGE	Title
TABLE OF CONTENTS	1
NOTICE CONCERNING ALL TERMS & CONDITIONS & RATES	2
1. DEFINITIONS	4
2. REGULATIONS	13
3. RATE SCHEDULES	41
4. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS	59
5. PROMOTIONAL OFFERINGS	59

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

NOTICE CONCERNING ALL TERMS AND CONDITIONS AND RATES

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

Chapter 204 - Basic-Service Calling Areas

Chapter 230 - Installation, Maintenance and Ownership of Customer Premises Wire

Chapter 250 - Coin-operated Telephone Service

Chapter 280 - Provision of Competitive Telecommunications Services

Chapter 291 - Standards for Billing, Credit & Collection, and Customer Information for Non-Eligible Telecommunications Carriers

Chapter 292 - Standards for Billing, Credit & Collection, and Customer Information for Interexchange Carriers

Chapter 294 - Lifeline and Link Up Service Programs

Chapter 296 - Selection of Primary Interexchange and Local Exchange Carriers

Chapter 297 - Anti-Cramming Rule: Registration Requirements, Complaint Procedures and Penalty Provisions for Service Providers and Billing Aggregators

Chapter 870 - Late Payment Charges, Interest Rates to be Paid on Customer Deposits, and Charges for Returned Check Fees

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

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

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

1. FOR INTEREXCHANGE SERVICE:

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

2. FOR LOCAL EXCHANGE SERVICE:

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

3. FOR BOTH LOCAL AND INTEREXCHANGE SERVICES:

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

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

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

1. DEFINITIONS

Certain terms used generally throughout this Product Document are defined below.

Access: A connection between a Customer premise and a point of presence of an Interchange Company for the transmission of voice, data, or video/image information.

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

Anonymous Call Rejection: This feature allows the subscriber to reject incoming calls from callers who have intentionally blocked their caller identification information.

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

Automatic Callback: This feature allows a subscriber to place a call to the last line the subscriber called. If the destination line is busy, it is monitored for 30 minutes until it becomes idle and can accept the call.

Automatic Line (Hotline): Directs the line to automatically call a preassigned number when a line user lifts the handset.

Automatic Recall: This feature allows a subscriber to place a call to the last station that called the subscriber. If the destination line is busy, it is monitored for 30 minutes until it becomes idle and can accept the call.

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

Call Forwarding of Call Waiting Calls: This service provides the capability to forward unanswered waiting calls to a subscriber-designated directory number by using the combined call treatments of Call Waiting and Call Forward Don't Answer. An incoming call to a busy line first receives standard call waiting treatment in which the called party hears an audible tone and the calling party hears audible ringing. If the call is not answered after a period of time that is equal to the time-out value of Call Forward Don't Answer, the incoming call is given Call Forward Don't Answer treatment and is forwarded to a subscriber-designated directory number.

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

1. DEFINITIONS (Cont'd)

Call Forward Doesn't Answer Ring Select (Subscriber Programmable Ringing): Allows the subscriber with the Call Forward Doesn't Answer option to program the number of rings before a call is forwarded. The subscriber dials an access code, receives a special dial tone, and enters the desired number of rings, from two to nine. A confirmation tone is provided if the operation is successful, and from this point on any incoming call that is unanswered is forwarded after the newly specified number of rings. The new ringing time-out value stays in effect until it is changed.

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

Call Forward, Remote Access: Combines Call Forward Variable with remote access capability from any touch tone or tone capable telephone.

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

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

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

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

Call Rounding: Where applicable, the price per call will be rounded to the next highest cent.

Call Transfer: Provides the capability to transfer a call to another telephone number.

Call Waiting: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switch hook or hanging up the phone and the new call will be received.

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

1. DEFINITIONS (Cont'd)

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

Caller ID Blocking: This feature is available in two methods, per line or per call. The per line blocking feature automatically blocks the telephone number for originating calls. The User can selectively unblock calls on a per call basis by dialing a two-digit code before dialing. Per call blocking allows the User to selectively block Caller ID information from being transmitted by dialing a two-digit code before dialing.

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

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

Calling Number Delivery with Name: Identifies the 10 digit number and the name of the calling party.

Circuit Switching: A switching technique in which an entire circuit or, in a digital switch equipped for ISDN, a specific selection of time slots is dedicated to a given call.

Class of Service (COS): Used to prevent a Station from dialing certain codes and numbers.

Commission: The Maine Public Utilities Commission.

Company: XO Communications Services, Inc., a Delaware corporation, which is the issuer of this Product Document.

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

Conference Calling - Meet Me: Allows conferees to hold a conference on a six party conference bridge by having all attendees dial into a directory number at a specified time.

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

Customer: The person, firm, corporation, government entity, or other entity which subscribes to or uses, and is therefore responsible for the payment of charges and compliance with the Company's regulations, the services offered under this tariff, including both Interexchange Carriers (IXCs) and End Users.

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

1. DEFINITIONS (Cont'd)

Customer Group Dialing Plan: A dialing scheme shared by the members of a Customer group, such as 4 digit internal dialing.

Customer Owned Coin Operated Telephone (COCOT): A Customer Owned Coin Operated Telephone is an individual exchange dial tone line for use by pay phone service providers, location owners and interexchange carriers to connect coin, or combination coin/coinless pay telephones to the Telephone Company's network.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

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

Distinctive Ringing/Call Waiting: With this service, incoming calls from up to 12 DNs (DMS-100) can be automatically identified by distinctive ringing. A distinctive ringing pattern (short-long-short for the DMS-100) accompanies incoming calls from the designated DNs. If a subscriber is engaged in conversation and a call from one of the designated DNs arrives, a distinctive call waiting tone (short-long-short) accompanies the incoming call. Calls from all other DNs ring normally.

Do Not Disturb: Allows the User to prevent incoming calls from ringing its line by diverting them to a tone or a recorded announcement that informs the caller that the User is not accepting calls at this time.

Duplex Service: Service which provides for simultaneous transmission in both directions.

Electronic Set Interface per PDN: This feature allows for the connection of a Business Set to the Central Office through a special interface card

End User: Any customer of an intrastate communications service that is not a common carrier; provided that a common carrier other than a telephone company shall be deemed to be an "end user" when such common carrier uses a communications service for administrative purposes, and a person or entity that offers communications service exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

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

Ground Start: Describes the signaling provided by the terminal equipment or PBX/Key system interface requesting service from the Local Exchange Carrier switching system by putting a ground condition on the line.

Hotline: This feature automatically connects a User to a pre-designated number when the User goes Off-Hook.

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

1. DEFINITIONS (Cont'd)

Hunting: Routes a call to an idle Station line. With Serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop.

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

InterLATA Service: Service which originates within one local access transport area (LATA) and terminates in a different LATA.

IntraLATA Service: Service which originates and terminates within the same local access transport area (LATA).

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

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Local Access: The connection between a Customer premise and Company point of presence.

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

Local Exchange Carrier: Any individual, partnership, association, joint-stock company, trust governmental entity or corporation engaged in the provision of local exchange telephone service.

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

Message Toll Service: A service that provides facilities for telecommunications between different local calling areas of the same LATA in accordance with the regulations and schedule of rates specified in this Product Document. The rates specified in this Product Document are in payment for all services furnished between the calling and called stations.

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

1. DEFINITIONS (Cont'd)

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

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

MOU: Minutes of Use.

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

Network: The Company's digital fiber optics-based network.

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

Node: The Company office where all Customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

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

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

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

Originating Off-Net: A call originating on and placed via non-company owned or company leased facilities.

Originating On-Net: A call originating on and placed via company owned or company leased facilities.

Pay Telephone Line: A Pay Telephone line is an individual exchange dial tone line service designed for use with station controlled pay telephone instruments.

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

1. DEFINITIONS (Cont'd)

PIU: Percent Interstate Usage

Point to Point Service: An unswitched full time transmission service utilizing the Company's facilities to connect two or more Customer designated locations.

Premises: Denotes a building or buildings on contiguous property (except railroad right-of-way, etc.) not separated by a public highway.

Presubscription: Presubscription is an arrangement whereby an end user may select and designate a carrier, without an access code, for intraLATA and interLATA calls.

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

Remote Call Forwarding (RCF): A service to allow a telephone number in one exchange (RCF number) to automatically forward by telephone company equipment to a second telephone number in the same or different exchange.

Selective Call Acceptance: Allows the subscriber to set up a list of up to 12 directory numbers that should always be able to call the subscriber. When activated, only callers on this list will be connected to the subscriber's line. All other callers hear an announcement.

Selective Call Forwarding (SCF): Allows subscribers to ensure that selected calls reach them when they are away from the office. Incoming calls from up to 12 directory numbers can be forwarded to another location. Calls from directory numbers that are not on the SCF list can be picked up at the office—or receive whatever treatment the subscriber has arranged, such as answering machine or voice mail. If the SCF destination is busy, the originator will receive busy tone.

Selective Call Rejection: Allows the subscriber to set up a list of up to 12 directory numbers indicating telephone numbers from which the subscriber does not wish to receive calls. When activated a number on the list that tries to call will hear an announcement and will not be connected.

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

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

1. DEFINITIONS (Cont'd)

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

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

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

Special Access Service: Dedicated access between a Customer's Premises and another Point of Presence for the purpose of originating and terminating communications.

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

State: Maine

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

Station to Station: Service where the person originating the call from other than a public or semipublic coin telephone dials the telephone number desired and the call is completed without the assistance of the Company operator and the call is not billed to a number other than the originating number.

Supplementary Directory Number Service: This feature allows the subscriber up to four telephone numbers assigned to the same physical line. Each number would have its own distinctive ring, and differing Call Waiting tones.

Switched Access: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications.

Three Way Calling: Allows a station to include a third party on a call. If the originator disconnects from the call the 3-Way call is ended, unless the originator's Business Line has Call Transfer in which case the remaining two callers are joined. The originator is billed for all toll or usage charges.

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

1. DEFINITIONS (Cont'd)

Toll Free Off-Net: Toll Free Service terminating on non-Company owned or Company leased local exchange facilities.

Toll Free On-Net: Toll Free Service terminating on Company owned or Company leased local exchange facilities.

Toll Free Service: Refers to 8XX service.

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

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

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

2. REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

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

2.1.2 Shortage of Equipment or Facilities

- (a) The Company reserves the right to limit or 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 Product Document is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

- (a) Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 45 days prior notice. Unless otherwise specified herein, for the purpose of computing charges in this Product Document, a month is considered to have 30 days. All calculations of dates set forth in this Product Document shall be based on calendar days, unless otherwise specified herein.

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

- (b) Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this Product Document.
- (c) Company Service Agreements shall be effective upon complete execution by the parties. The term shall be set forth on the Service Order and shall commence on the service activation date. Either party providing the other written notice at least 45 days written notice for Customers under contract at the time of notification, and on not less than 30 days for Customers month-to month at the time of notification. prior to the termination date may terminate the agreement at the end of the term. Company will notify Customer, in writing, at least sixty (60) days prior to the expiration of the agreement, regarding the pending expiration of the agreement and the automatic renewal provision of the agreement. If the Customer does not cancel the agreement before the end of the term, Company will automatically renew the agreement for a similar term at the rates on the Service Order Agreement. In the event of early termination of the agreement by Customer, or termination by Company for material breach, Customer shall pay Company all non-recurring charges reasonably expended to establish service to the Customer; any disconnect, early cancellation, or early termination charges incurred and paid to third parties on behalf of customer; plus all recurring charges for the balance of the then term.
- (d) This Product Document shall be interpreted and governed by the laws of the State.
- (e) Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

- (f) 1) The assignment of a telephone number to a Customer's telephone service will be made at the discretion of the Company. The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to assign, designate or change telephone numbers, any other call number designations associated with services provided under this Product Document, or the Company service Central Office prefixes associated with such numbers, when the Company deems it necessary in the conduct of its business or as required by a regulatory body or by law.
- 2) In the event that Customer anticipates its need for Company services will increase, Company may, at Customer's request, reserve telephone numbers to meet Customer's expected growth. Company will reserve telephone numbers for a maximum forty-five (45) day period (the "Reservation Period"). Customer must place the reserved numbers in-service prior to termination of the Reservation Period. Otherwise, pursuant to federal regulations, the reserved numbers will return to Company's telephone number inventory at the termination of the Reservation Period. A renewal of the Reservation Period is not permitted. Company will make all attempts to reserve the specific telephone numbers identified by the Customer. Company reserves the right to substitute numbers when necessary in the conduct of its business or as required by a regulatory body or by law.
- (g) The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section (h) below.

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

- (h) The Customer agrees to return to the Company all Company-provided equipment delivered to the Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only excepted. The Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to the Customer's failure to comply with this provision.

2.1.4 Liability of the Company

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this Product Document and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this Product Document.

- (a) The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the lesser of \$500 or, in the event of a failure of service, an amount equal to no more than the proportionate charge (based on the rates then in effect) for the service during the period of time in which the service is affected. The extension of such allowances for interruption shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company.

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- (b) The Company shall not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.
- (c) The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- (d) The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- (e) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- (f) The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- (g) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- (h) The Company is not liable for any defacement of or damage to the premises of a Customer (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- (i) The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- (j) The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- (k) The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with Company Service.

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- (l) The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".
- (m) The Company shall not be liable for damages arising out of errors in or omissions from directories, or will the Company be a party to controversies arising between customers or others as a result of listings in directories. The Company shall not be liable for damages arising out of errors in or omissions from directories when the listing information has been submitted by a customer on behalf of its patron.
- (n) THE COMPANY MAKES NO REPRESENTATION OR WARRANTY EITHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE ENFORCEMENT OF ANY MANUFACTURER'S WARRANTIES AND GUARANTEES. NO DEFECT, UNFITNESS, OR OTHER CONDITION OF SYSTEM EQUIPMENT OR SERVICES SHALL RELIEVE CUSTOMER OF THE OBLIGATION TO PAY AND CHARGES HEREUNDER OR PERFORM ANY OTHER OBLIGATIONS UNDER THIS AGREEMENT.

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine 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 outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

- (a) Where construction is required, the Company shall use reasonable efforts to make available services to the Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Product Document. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- (b) The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.
- (c) Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

(d) 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 Product Document, the responsibility of the company shall be limited to the furnishing of facilities offered under this Product Document and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

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

2.1.7 Non-routine Installation

At the Customer's request, non-routine installation may be provided by the Company. Non-routine installation may include, but not be limited to, installation and/or maintenance performed outside the Company's regular business hours, on an expedited basis outside of the standard installation intervals, 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. The Customer will be charged a non-recurring charge to recover these costs incurred by the Company. Where an expedited installation due date is requested, these charges will be applied even if installation is not completed by the expedited installation due date. 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.

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this Product Document remains in the Company, its agents or contractors.

2.1.9 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this Product Document, special construction of facilities may be undertaken on a reasonable effort basis at the request of the Customer. Special construction is that construction undertaken:

- (a) where Company facilities are not presently available, and Company agrees to construct those facilities;
- (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.

Special construction charges will be determined on a case by case basis.

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

2. REGULATIONS (Cont'd)

2.2 Prohibited Uses

2.2.1 The service 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 the Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

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

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

2. REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible under Section 2.3.1(d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

2. REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.3.2 Claims

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

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

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

2. REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Reserved for Future Use

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

2. REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.3 Reserved for Future Use

2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

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

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

2. REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.2 Station Equipment (Cont'd)

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

2.4.3 Interconnection of Facilities

- (a) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- (b) Local Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- (c) Facilities furnished under this Product Document may be connected to Customer provided terminal equipment in accordance with the provisions of this Product Document.

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

2. REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

- (a) Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section (b) for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- (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. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Payments

Application for service, billing, payment, deposit, disconnection, dispute resolution and other credit and collection procedures are governed by Chapters 291, 292 and 870 of the Maine Public Utilities Commission's Rules.

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

2. REGULATIONS (Cont'd)

2.5 Payments(Cont'd)

2.5.1 Payment for Service (Cont'd)

- (a) Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, user fees, or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Services, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively. All taxes are listed as separate line items and are not included in the rates quoted in the Rate Schedules.
- (b) A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipt tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state. This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to the Customer. Billing will begin on the Service Commencement Date. The parties may mutually agree upon a substitute Service Commencement date. If Customer notifies Company in writing that it is not prepared to utilize the Services or facility after Company has notified the Customer that the requested Service or facility is ready for use, Company may begin billing the Customer on the Service Commencement Date.

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

2. REGULATIONS (Cont'd)

2.5 Payments (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

- (a) The Company shall present bills monthly to the Customer for Recurring Charges in advance of the month which service is provided. Usage charges will be billed in arrears.
- (b) For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- (c) Amounts not paid within 30 days after the date of invoice are considered past due. Once a bill is past due, Company may proceed with collection activities per Chapter 291, 292 or 860, and a late payment shall be charged on the undisputed past due amount, calculated at the maximum monthly rate specified in Chapter 870 as updated in November of each year by the Commission's Director of Finance.
- (d) As provided in Chapter 870 of the Maine Public Utilities Commission's Rules, the Company charges \$5.00 per account to which the check is applied or the amount the bank charges the Company, not to exceed \$15.00 for each check returned for nonpayment by a bank. If the company charges more than \$5.00, the Company shall furnish the Customer with proof of the bank charge.
- (f) From time to time, the Company will grant credits against usage or recurring charges per Customer account, per monthly billing period, whenever the Company determines, in its sole discretion, that such a credit is warranted due to consideration or disputes involving the delivery of past service to the Customer or account receiving the credit.

2.5.3 Disputed Bills

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 Chapter 291 and 292.

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

2. REGULATIONS (Cont'd)

2.5 Payments (Cont'd)

2.5.3 Disputed Bills (Cont'd)

The date of the dispute shall be the date the Company receives notice from Customer. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and three months' charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit.

2.5.5 Deposits

(a) Applicants for service or existing Customers whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- (1) two month's charges for a service or facility which has a minimum payment period of one month; or

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

2. REGULATIONS (Cont'd)

2.5 Payments (Cont'd)

(2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

(b) A deposit may be required in addition to an advance payment.

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

(d) Deposits held will accrue interest at a rate specified by the Commission.

2.5.6 Discontinuance of Service

(a) Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer in accordance with applicable state law, discontinue or suspend service without incurring any liability.

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

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

2. REGULATIONS (Cont'd)

2.5 Payments (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

- (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, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the customer, immediately discontinue or suspend service without incurring any liability.
- (e) Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.
- (f) Applicable to business customers only, the Company may discontinue the furnishings of any and/or all service(s) to the business Customer, without incurring any liability:
 - (1) Immediately if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section if:
 - (a) use of service in such a manner as to interfere with the service of other users; or
 - (b) use of service for unlawful purposes.

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

2. REGULATIONS (Cont'd)

2.5 Payments (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

- (2) Upon ten (10) days written notice to the business Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5; or
 - (3) Ten (10) days after sending the business Customer written notice of noncompliance with any provision of this Product Document if the noncompliance is not corrected within that (10) day period; or
- (g) The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance or for any and all applicable early termination charges.
- (h) Upon the discontinuance of service to the Customer under Section 2.5.6 (a) or 2.5.6 (b), all applicable charges, including early termination charges, shall become due, as specified in Section 2.7.2. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Product Document.

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

2. REGULATIONS (Cont'd)

2.6 Allowances for Interruptions of Service

- 2.6.1 Credit for Interruptions: When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's Product Documents. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

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

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this Product Document by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of the Company;
- (b) interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

2. REGULATIONS (Cont'd)

2.6 Allowances for Interruptions of Service (Cont'd)

2.6.2 Limitations on Allowances (Cont'd)

- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) interruption of service due to circumstances or causes beyond the control of the Company.

2.6.3 Use of Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the rates and charges for the alternative service used.

2.7 Cancellation of Service

2.7.1. Cancellation of Application for Service

- (a) Applications for service can not be canceled unless the Company otherwise agrees. 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 salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

2. REGULATIONS (Cont'd)

2.7 Cancellation of Service (Cont'd)

2.7.1. Cancellation of Application for Service (Cont'd)

- (c) The special charges described in 2.7.1 (a) and 2.7.1 (b) will be calculated and applied on a case-by-case basis.

2.7.2 Cancellation of Service by the Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than service interruption (as defined in 2.6.1 above), the Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonable incurred in connection with:

- (a) all Non-Recurring Charges reasonably expended by Company to establish service to the Customer, plus
- (b) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of the Customer, plus
- (c) all early termination charges as specified in 2.7.3

The Customer should also give the Company at least thirty (30) days written or oral notice of the cancellation of service.

2.7.3 Early Termination Charges

Should Customer terminate service prior to the completion of the term specified in the Service Order, Customer shall be obligated to pay Company an early termination charge equal to all non-recurring and recurring charges for the remaining term plus 75% of the average monthly billings for service for the three months prior to the termination month (or such lesser period if fewer than three months of Service were utilized) multiplied by the number of remaining months in the term of the service plan. The early termination charges are due and payable immediately upon cancellation of service.

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

2. REGULATIONS (Cont'd)

2.8 Transfer and Assignments

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

2.9 Notices and Communications

2.9.1 The Customer shall designate on the Service Order, if applicable, or to the company directly, an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.9.2 The Company shall designate on the Service Order, if applicable, or to the company directly, an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.9.3 All notices or other communications required to be given pursuant to this Product Document will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

2. REGULATIONS (Cont'd)

2.10 Jurisdictional Nature of Traffic

- 2.10.1 Customer agrees, represents and warrants that all traffic being delivered by Customer to Company for local termination, and all traffic that Company delivers to Customer that has originated in the same local calling area in which Customer's NXX is assigned and/or in which such traffic is terminated to Customer, is local traffic or is legally entitled to be treated as local traffic under all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction.
- 2.10.2 Customer further agrees to indemnify, defend and hold harmless Company and its parent company, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorney's fees) incurred in connection with: Customer's breach or failure of any representation or warranty; Customer's traffic being processed through the Company switch/node; or the effect of any regulatory or legal modifications/change of law.

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

3. RATE SCHEDULES

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

- (a) place or receive calls to any calling Station in the local calling area, as defined herein;
- (b) access enhanced 911 Emergency Service where available;
- (c) access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- (d) access Operator Services;
- (e) access Directory Assistance;
- (f) place or receive calls to 800 telephone numbers;
- (g) access Telecommunications Relay Service.

The Company's service will automatically block originating calls to other telephone company's caller-paid information services (e.g. 900, 976) at no charge. Calls to those numbers and other numbers used for caller-paid information services will be unblocked on a per directory number basis only.

3.1.1 Local Calling Areas: Company will offer Services statewide. The specific calling areas serviced by Company can be found in the Product Document on file by the incumbent local exchange provider. The NXXs associated with each particular exchange or zone may be found in the telephone directory published by the incumbent local exchange provider in the Customer's exchange area.

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

3. RATE SCHEDULES (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.2 Basic Business Lines

Basic Business Lines provide basic access service and supply a single, voice-grade communications channel for single line telephones, key telephone systems, modems and other devices needing access to the public switched telephone network (PSTN). Basic Business Line Customers will be charged a Non-Recurring Charge (NRC), a Monthly Recurring Charge (MRC) and usage charges as specified below as well as all applicable Federal, State and Local Taxes and Surcharges.

(a) Basic Business Lines include the following standard attributes at no cost:

Touchtone
One White Pages Directory Listing
911 Access
One Yellow Pages Directory Listing
Caller ID Per Line Blocking

Blocking Restrictions- Basic Business Lines come standard with all Caller Paid Service, 500 and 900 area codes blocked.

(b) Basic Business Line Optional Features: Basic Business Line Customers may order the following Optional Features listed below at the Rates specified below.

Call Forward Busy
Call Forward No Answer
Hunting (Circular or Sequential)
Call Forward Variable
Call Waiting with Cancel Call Waiting
Speed Calling 8
Three Way Calling
Caller ID Number Only
Caller ID Name & Number
Voicemail

 LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

3. RATE SCHEDULES (Cont'd)3.1 Local Exchange Service (Cont'd)3.1.2 Basic Business Lines (Cont'd)

(c) **Basic Business Line Rates and Charges:** Basic Business Line Customers will be charged applicable Non-Recurring, Monthly Recurring and Usage Charges as specified below.

(1) Monthly Recurring Charges

Basic Local Line -	Line Charge
Two Year Term	\$37.59

Optional Features:

Call Forward Busy	\$ 3.50
Call Forward No Answer	\$ 3.50
Call Forward Variable	\$ 6.00
Call Waiting with Cancel Call Waiting	\$ 6.30
Speed Calling 8	\$ 5.00
Three Way Calling	\$ 6.00
Caller ID Number Only	\$ 5.95
Caller ID Name & Number	\$ 6.75
Voicemail	\$ 6.50

 LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

3. RATE SCHEDULES (Cont'd)3.1 Local Exchange Service (Cont'd)(c) Basic Business Line Rates and Charges (Cont'd)(2) Non-Recurring Charges

Installation Charge (Per Line)	
First Line	\$56.00
Additional Line(s)	\$56.00

NOTE: Non-recurring Service Order Change charges will not apply during the initial 30 day period following completion of a service order.

3.1.3 Private Branch Exchange (PBX) Trunks*3.1.3.1 Service Description:

PBX Trunk Service provides customers with access to and from the Public Switched Telephone Network (PSTN) for inbound, outbound or two-way call traffic.

Two-Way Trunks: A Trunk which allows traffic to be transmitted from either the customer's PBX or the Company switching equipment.

One-Way, out only: A One-Way Trunk that only allows traffic originating in the customer's PBX to be transmitted to the Company switching equipment.

One-Way, in only: A One-Way Trunk that only allows traffic from the Company switching equipment to be transmitted to the customer's PBX.

Some material on this page was moved to Page 54.

** Effective December 5, 2008, this product will be available only to current customers at their current location.*

 LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS (Cont'd)3.1 Local Exchange Service (Cont'd)3.1.3 Private Branch Exchange (PBX) Trunks (Cont'd)

Direct Inward Dialing (DID) Service: A special trunking arrangement which permits incoming calls from the exchange network to reach a specific PBX station directly without an attendant's assistance.

3.1.3.2 Rates and Charges

PBX Trunk Customers will be charged applicable Non-Recurring Charges, Monthly Recurring Charges and Usage Charges, where applicable. Additional Federal, State, and Local taxes and Surcharges may also apply. Rates below are based on a two year term. Rates for alternate term lengths may be provided on an individual case basis.

MonthlyRecurring ChargesPBX Trunks

Two-Way	\$ 56.39
One-Way, out only	\$ 56.39
One-Way, in only	\$ 56.39

Optional Features

DID Termination	
(For first 10 trunks)	\$ 84.00
(For each additional)	\$ 42.00

DID Numbers

Per Blocks of 20	\$ 34.50
Per Blocks of 100	\$ 34.50

 LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

3. SERVICE DESCRIPTIONS (Cont'd)3.1 Local Exchange Service (Cont'd)3.1.3 Private Branch Exchange (PBX) Trunks (Cont'd)Non-Recurring ChargesPBX Trunks

Two-Way \$ 56.00

One-Way, out only \$ 56.00

One-Way, in only \$ 56.00

Optional Features

DID Termination \$ 29.00

DID Numbers

Per Blocks of 20 \$ 17.00

Per Blocks of 100 \$ 85.00

3.1.4 Business Line and Trunk Early Termination Charge: In addition to the early termination charges set forth in Section 2.7.3 of this Product Document, Customers shall also incur a per line charge of Fifty Dollars (\$50.00) per line/trunk that is terminated prior to the end of the Customer's service term.

3.1.5 Re-Dispatch Charge: If on the date for the turn up of Services, Company is not permitted access to the Customer's or End User's premise for any reason, then an additional installation charge of \$500.00 may apply if a re-dispatch is required in order for Company to turn up Customer's Service.

3.1.6 Service Order Charge: Company will assess a Service Order Charge for each of the following Customer initiated requests made after 30 days from the installation of Service:

<u>Primary Service Order Charge</u>	
Adding lines, moving services, convert product types,	\$50.00 per order
<u>Subsequent Order Charge</u>	
Adding features, changing existing features	\$50.00 per order
<u>Record Order Charge</u>	
Adding or changing directory listings, changing billing account information	\$15.00 per order
<u>Line Restoral Charge</u>	
Re-establishing service after suspension for non-payment	\$20.00 per line
<u>PIC Change Charge</u>	
Changing long distance or intraLATA carrier	\$5.00 per line
<u>Technician Visit Charge</u>	
Requests requiring a technician to be dispatched for work to be completed	\$150.00 per occurrence

Some material on this page was moved from Page 52.

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

3. RATE SCHEDULES (Cont'd)

3.2 Directory Assistance

Directory Assistance service provides a Customer with requested telephone numbers and/or addresses within the Customer's local calling area. Customers can reach a Directory Assistance Operator by dialing 411. The Directory Assistance Operator will furnish up to three items per call or will let the Customer know if the requested information cannot be found. Customers will be charged for calls placed to Directory Assistance even when the requested information cannot be found.

3.2.1 Each call to Directory Assistance will be charged as follows:

Per Call	\$2.25
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3.2.2 Call Completion Feature: Customers using Company's Directory Assistance Service will have the option of completing calls through Company's Call Completion feature. At the Customer's request, the Directory Assistance Operator will connect the Customer to the requested telephone number. In addition to the per call charge for Directory Assistance listed above, Customers will be charged for duration of the completed call as follows:

- (a) Customers placing the call from a telephone line that is subscribed to Company local service will be charged according to Customer's current Company rate plan.

Other than the Directory Assistance per call charge and the applicable usage charges for the completed call, there is no additional charge for using this feature.

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

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

To obtain such a credit, the Customer must notify its Customer Service representative within 48 hours of placing the call to Directory Assistance.

 LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

3. RATE SCHEDULES (Cont'd)3.3 Operator Assistance

Operator Assistance: A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. In addition to the rates specified in Section 3.1, surcharges as specified in Section 3.3.1 will apply:

Third Number Billing: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

Person to Person: Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.

Station to Station: Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

3.3.1 Operator Assisted Surcharges: The following surcharges will be applied on a per call basis.

	Live Operator
Third Number Billing	\$ 0.65
Collect Calling	\$ 0.65
Person to Person	\$ 3.70
Station to Station	\$ 0.65
Inmate Calls from Correctional Institutions	\$ 1.30

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

3. RATE SCHEDULES (Cont'd)

3.3 Operator Assistance (Cont'd)

3.3.2 Usage Rates for Operator Completed Calls: The following rate applies on a per minute basis to calls completed by an operator. The per minute charge begins once the operator has connected the call. Calls are billed in six (6) second increments with an initial billing period of eighteen (18) seconds. The duration of each call for bill purposes will be rounded off to the nearest highest increment. Fractional cents will be rounded to the next highest cent.

3.3.3 Busy Line Verification and Interrupt Service: Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:

- (a) Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.
- (b) Busy Line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.
- (c) Rates: Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:

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

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

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

3. RATE SCHEDULES (Cont'd)

3.3 Operator Assistance (Cont'd)

3.3.3 Busy Line Verification and Interrupt Service (Cont'd)

(c) Rates (Cont'd)

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

Per Request

Busy Line Verification \$ 2.50
Busy Line Interrupt \$ 2.50

3.4 Directory Listings:

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 service area at no additional charge. At a Customer's option, the Company will arrange for other types of listings and additional listings and will pass onto the Customer the charges, if any, for such listings that the dominant Local Exchange Carrier charges Company. Listings will be non-published at the specific request of the Customer.

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

3. RATE SCHEDULES (Cont'd)

3.5 Telecommunications Relay Service: Telecommunications Relay Service enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices to communicate freely with the hearing population for using the text telephone and vice versa. The Company does not impose any charge to end users for access to Telecommunications Relay Service. However, persons using this Service are liable for applicable per call/increment charges.

3.6 Line Restoral Charge: A Line Restoral Charge may apply for line restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.

Charge Per Account = \$ 41.00

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

3. RATE SCHEDULES (Cont'd)

3.7 Miscellaneous Service and Equipment

3.7.1 Caller ID

This service utilizes specific network capabilities to transmit and display the number associated with an incoming call to the called party's access line. The number of the incoming call is transmitted during the silent interval between the first and second ring of the called party's line. Caller ID subscribers must provide, and connect, their own compatible premises equipment in order to process and display the number transmission. The company will forward all telephone numbers where technically feasible.

If a calling party has activated blocking, the number will not be transmitted to the display equipment of a Caller ID subscriber. Instead, the Caller ID privacy indicator notifies the Caller ID subscriber that the calling party chose to block number delivery.

3.7.2 Caller ID Blocking

Caller ID Blocking allows the caller to prevent the delivery of his/her calling data to a Caller ID subscriber on a per call basis (Caller ID Blocking - Per Call) or per line basis (Caller ID Blocking - Per Line).

(a) Caller ID Blocking - Per Call

This service will block the delivery of the caller's data to a Caller ID subscriber for one call only and may be activated from all single party access lines by dialing *67 (1167 from a rotary phone) prior to placing the call. Per the FCC Caller ID order, Caller ID Blocking-Per Call is provided to all customers at no charge.

Per FCC Docket 91-281, per call blocking will be provided on calls originating from public, semi-public or other pay stations used by the general public and party lines.

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

3.0 RATE SCHEDULES (Cont'd)

3.8 Miscellaneous Service and Equipment (Cont'd)

3.7.2 Caller ID Blocking (Cont'd)

(b) Caller ID Blocking - Per Line

This service will automatically block the delivery of the caller's data to a Caller ID subscriber on all calls and will be made available or offered, at no charge for victims of domestic violence, domestic violence programs, social welfare agencies, health and counseling centers, public service hotlines, law enforcement agencies and staff thereof. In addition, all customers call request per line blocking at no charge. Per line blocking call be deactivated by dialing *67 (1167 from a rotary phone) prior to placing the call.

3.7.3 Special Conditions for Caller ID

- a) An originating caller's data may not be displayed to the called party under the following conditions:
- 1) The caller's data will not be displayed if the called party is off-hook. The called party must be on-hook to receive the caller's data. If the customer subscriber to both Call Waiting and Caller ID, and is on an existing call, the second incoming call information will not be displayed. Instead, the called party will receive the usual Call Waiting tone.
 - 2) The caller's data will not be displayed if the called party answers the incoming call during the first ring interval.
 - 3) Identification of names, specific stations or extensions served by a PBX or Key System is not possible. The main directory number or name and number (if available) of the PBX or Key System will be displayed.
 - 4) Caller ID Service cannot be provided if the calling party is from a multi-party line. The called party will receive an "Unavailable" display.
 - 5) The caller's data will be unavailable if it is from another office that is not linked by appropriate facilities with the called party's office.

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

3.0 RATE SCHEDULES (Cont'd)

3.7 Miscellaneous Service and Equipment (Cont'd)

3.7.3 Special Conditions for Caller ID (Cont'd)

a) (Cont'd)

6) The calling party has activated blocking.

7) Caller ID services do not display a directory number or name and number (if available) for operator assisted calls, calls marked private by the originator or calls originating from pay and party line stations.

b) The following special conditions apply to Caller ID services based on the FCC Caller ID Order effective 12/1/95:

1) If a customer dials a "1-800" or other Automatic Number Identification (ANI) Service number, the telephone number that they are calling from will be revealed to the called party through ANI technology. Even if the customer has per line blocking or has activated per call blocking, the 800 number party has the right to obtain this information through ANI.

2) ANI information may not be reused or resold for other purposes without a caller's consent, even where the called party has paid for the call.

3) Caller ID services are available on all long distance calls where technically feasible.

4) All calling data will be displayed to E911 through ANI technology, even if the customer has per line blocking or has activated per call blocking.

5) All calling data will be passed, even for customer who do not subscribe to Caller ID.

6) Per Call Blocking will be available to all customers. (The FCC Order overrules all state PUC/PSC decisions on Per Call Blocking.)

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

3.0 RATE SCHEDULES (Cont'd)

3.8 Miscellaneous Service and Equipment (Cont'd)

3.7.4 Call Trace

This service enables the customer to initiate a trace of the last incoming call completed by dialing an activation code (*57) immediately after terminating the call, thus enabling the Company's equipment to record the incoming call detail (not the conversation). Call trace information will only be given to law enforcement agencies and not to the subscriber. Incoming call detail includes: The calling number, the time the trace was activated, and in some locations, the time the traced call was received. The customer is required to contact the telephone company business office during normal business hours, which will refer the customer to appropriate law enforcement agencies, or contact the law enforcement agency directly. Call trace detail will be retained by the company and made available to the local law enforcement for ten business days after the trace has been initiated. Only calls from locations with compatible signaling services are traceable using Call Trace. Call Trace is available on a usage sensitive basis only.

Rate per incident

\$ 1.00

3.7.5 Intercept and Number Referral Service

(A) Intercept

Is an optional service employed after telephone service has been disconnected, whereby an automated system repeats the called number and provides the status of the telephone service. Intercept Service is available for published numbers free of charge for the first 90 days of use. Intercept Service for published numbers in place longer than 90 days will be charged as outlined below. Intercept Service for unpublished numbers will be charged as outlined below from the start of the Number Referral Service.

 LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

3. RATE SCHEDULES (Cont'd)3.7.5 Intercept and Number Referral Service (Cont'd)

(B) Number Referral Service

Is an optional service employed after telephone service has been disconnected, whereby an automated system repeats the called number and provides callers with the new number. Number Referral Service is available for published numbers free of charge for the first 90 days of use. Number Referral Service for published numbers in place longer than 90 days will be charged as outlined below. Number Referral Service for unpublished numbers will be charged as outlined below from the start of the Number Referral Service.

Duration	Non-recurring Charge
1 month:	\$10.00
2 months:	\$20.00
3 months:	\$30.00
6 months:	\$45.00
9 months:	\$55.00
12 months:	\$65.00

3.8 Service Calls

When a customer reports trouble to the Company for clearance and no trouble is found in the Company's facilities, or has a move, add, or change request that requires a technician to be dispatched, the Customer will be responsible for payment of a Technician Visit Charge.

Technician Visit Charge	\$150.00 per occurrence
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 LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

3. RATE SCHEDULES (Cont'd)3.9 Access Recovery Charge

The Access Recovery Charge (“ARC”) is a monthly charge designed to recover increased network costs for access circuits used to provide Service to customers, including but not limited to increases due to FCC or other governmental or regulatory actions or judicial determinations made in connection with incumbent local exchange carrier charges for such circuits. XO reserves the right to add, change or delete Access Recovery Charges upon notice to Customer. The ACR is calculated by application of a percentage to each customer’s total monthly recurring charges (MRCs). The ACR percentage to be applied will be determined by the customer’s total MRCs on its monthly invoice. The chart below shows the ACR percentage that will be applied based on the MRCs.

Total MRC	Charge Percentage
\$0.00-100.00	16.00%
\$100.01-200.00	15.00%
\$200.01-400.00	14.00%
\$400.01-600.00	10.50%
\$600.01-800.00	9.50%
\$800.01-1000.00	8.50%
\$1,000.01-1,500.00	7.50%
\$1,500.01-2,500.00	7.00%
\$2,500.01-5,000.00	6.50%
\$5,000.01-7,500.00	5.25%
\$7,500.01-10,000.00	5.00%
\$10,000.01-20,000.00	4.70%
\$20,000.01-30,000.00	4.50%
\$30,000.01-40,000.00	4.30%
\$40,000.01-50,000.00	4.10%
\$50,000.01-75,000.00	3.90%
\$75,000.01-100,000.00	3.70%
\$100,000.01-250,000.00	3.50%
\$250,000.01-500,000.00	3.40%
\$500,000.01 +	3.30%

 LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

3. RATE SCHEDULES (Cont'd)3.10 Public Telephone Surcharge

In order to recover the Company's expenses an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company's service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call	\$0.50
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3.11 Historic Invoices

The Company will furnish, upon Customer's request, copies of invoices which were originally issued to the Customer more than thirteen months prior to the request or copies of invoices that are available on-line, but that customer does not wish to retrieve from the available on-line system. Customers can request the invoice in one of two formats: electronic copy (portable data file/.pdf) or CSV/CD of Call Detail Record. Customer will be charged based on the format requested and on a per invoice basis.

<u>Format</u>	<u>Rate Per Invoice</u>
Electronic	\$10.00
CSV/CD of CDR	\$25.00

 Effective Date: August 13, 2006

 LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

3. RATE SCHEDULES (Cont'd)3.12 Supplemental Change Charge

Customers will be assessed a Supplemental Change Charge when a change is requested to an installation Service Order in progress. This non-recurring charge will be based on the total monthly recurring charges for the Service Order and the time at which the change was requested during the order process. These charges are outlined below:

Monthly Recurring Charge Range	NON-RECURRING CHARGES		
	Timeframe of Change Request		
	Within 2 Business Days of Order Acceptance	On or after 3 rd Business Day after Order Acceptance and up to the 5 th Business Day Prior to Due Date	Within 5 Business Days of Due Date
Up to \$500.99	\$0.00	\$100.00	\$200.00
\$501.00 to \$2,000.99	\$0.00	\$200.00	\$350.00
\$2,001.00 and Up	\$0.00	\$300.00	\$500.00

Changes made to Service Orders in progress may result in a change to the order due date. If the Customer requests to keep the original due date additional, charges may also apply as outlined in Section 2.1.7.

3.13 Administrative Service Charge

The Administrative Service Charge is being applied to help recover administration and system support costs associated with providing, maintaining, and ensuring quality of service. The Administrative Service Charge will be applied as follows:

	<u>Per Billing Invoice</u>
Monthly Recurring Charge	\$12.50

LOCAL EXCHANGE SERVICES PRODUCT DOCUMENT

4. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bonafide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this Product Document. Rates quoted in response to such competitive requests may be different than those specified for such service in this Product Document. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. ICB rates, service descriptions and length of such agreement will be filed with the Commission when required.

5. PROMOTIONAL OFFERINGS

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotional offerings will only be available where facilities and billing capabilities permit.

5.1 Small Business Services Administrative Service Charge Promotion

Beginning October 1, 2011 and October 15, 2011, XO will offer to its Small Business Services customers a discounted Administrative Service Charge rate of \$7.50 per month. This discounted rate will be offered to these customers until May 31, 2012. At the expiration of this promotion, these customers will receive Administration Service Charge at an undiscounted rate. This promotion will continue while the customer maintains its current account at its current level of service. This promotion is not transferable or assignable.