

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

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

2.4.3 Interconnection of Facilities

SECTION 2.4.3 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY Louisiana PUBLIC SERVICE COMMISSION TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.

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

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

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

2.4.4 Inspections

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

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

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, 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. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

2.5.2 Deposits

- (A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Louisiana Public Service Commission Rules. And these policies shall reflect the General Order dated September 17, 1991 which will require Company to pay interest of five percent (5%) per annum for Customer deposits if such Customer deposits are retained for more than six (6) months. Further as stated in the General Order the Company shall not collect deposits from Customers' in excess of two and one half (2 ½) times the
- (B) A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two and one-half twelfths of the estimated charge for the service for the ensuing twelve months. A deposit may be required in addition to an advance payment.
- (C) Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- (D) Simple interest at the rate specified by the Commission shall be credited or paid to the Customer while the Company holds the deposit. Upon request of the Customer, accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date.
- (E) The Company shall annually and automatically refund the deposits of Customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

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

2.6 Payment Arrangements, (Cont'd.)

2.6.1 Payment for Service

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

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Louisiana gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

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

2.6.2 Billing and Collection of Charges

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

- (A) Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- (B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- (C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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

2.6 Payment Arrangements, (Cont'd.)

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

- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Local Exchange and Interexchange Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) Customer's bills for telephone service are due on the due date specified on their bill. A customer is in default unless full payment is made on or before the due date. If a bill is not paid in full, a late charge of 1.5% per month will be applied against all balances that are past due. Terms apply as well to any payments received by the Company where the funds are not immediately available upon presentment. Late payment charge of 1.5% shall not be charged to Customer on a previously unpaid late charge of 1.5% that precedes it on a dollar based past due invoice for which Customer owes Company unpaid balances. Therefore no late payment charge of 1.5% will be applied to an already charged late 1.5% late charge. For an account to be brought current, both the overdue balance and any outstanding finance charges must be paid in full. For partial payment received, finance charges will continue to be applied against the amount of the bill's outstanding balance until full payment of both the outstanding balance and any outstanding finance charges are received. A minimum finance charge of \$10 for Business Accounts may be applied if an invoice is past due.
- (F) The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Louisiana Public Service Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Louisiana Public Service
Commission Galvez Building
602 North 5th Street, 12th
Floor Baton Rouge, LA 70802
- (G) If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 4.

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

2.6 Payment Arrangements, (Cont'd.)

2.6.3 Discontinuance of Service for Cause

The Company may discontinue service for the following reasons provided in this Section 2.6.3. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated.

Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

- (A) Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 29 days from the date of the bill and only following proper written notification.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (E) Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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

2.6 Payment Arrangements, (Cont'd.)

2.6.3 Discontinuance of Service for Cause

- (F) Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- (G) Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- (H) Without notice in the event of tampering with the equipment or services furnished by the Company.
- (I) The Customer is responsible for providing adequate access lines to enable the Company to terminate all 800 Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service, with thirty (30) days written notice.

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

2.6 Payment Arrangements, (Cont'd.)

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days written notice of desire to terminate service.

2.6.5 Cancellation of Application for Service

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

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

2.6 Payment Arrangements (Cont'd.)

2.6.6 Changes in Service Requested

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

2.6.7 Bad Check Charge

A service charge equal to the greater of \$20.00 will be assessed in accordance with Louisiana law for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

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

2.7 Allowances for Interruptions in Service

2.7.1 General

- (A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.
- (B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- (C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- (D) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.7.2 Limitations of Allowances

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

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

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

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

2.7.2 Limitations of Allowances

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

2.7.3 Use of Another Means of Communications

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

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

2.7 Allowances for Interruption in Service,
(Cont'd.)

2.7.4 Application of Credits for Interruptions in Service

(A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

(B) For calculating credit allowances, every month is considered to have thirty (30) days.

(C) A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

(D) Interruptions of 24 Hours or Less

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

(E) Interruptions Over 24 Hours and Less Than 72 Hours

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

(F) Interruptions Over 72 Hours

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

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

2.7 Allowances for Interruption in Service, (Cont'd.)

2.7.5 Limitations on Allowances

No credit allowance will be made for:

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

2.7.6 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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

2.8 Customer Liability for Unauthorized Use of the Network

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

2.8.1 Customer Liability for Fraud and Unauthorized Use of the Network

(A) The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified. However no prepaid calling card services shall be offered by the Company at this time to any Customer. If and when the Company may offer such prepaid calling card services, Company shall in advance, notify the Commission and/or amend this tariff to include a prepaid calling card service.

(B) If and when the Company determines that it may choose to a prepaid calling service; a Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

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

(C) The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.

(D) The Customer is responsible for payment of all charges for calling services furnished to the Customer or to users authorized by the Customer to use service provided under this Tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

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

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

2.9 Transfers and Assignments

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

2.10 Notices and Communications

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

2.10.3 The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.10.4 Except as otherwise stated in this Tariff, all notices or other communications required to be given pursuant to this Local Exchange and Interexchange Tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

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

2.11 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

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

2.12 Levels of Service Quality

The Company will endeavor at all times to provide its Customers with high quality, reliable telecommunications services which meet the quality standards described in this Section. However, as a reseller of Incumbent Local Exchange Carrier ("ILEC") services, the Company's ability to meet these quality standards is ultimately subject to the availability of ILEC facilities and equipment and the timeliness of the ILEC's response to Company initiated requests for service installation and repair. Service quality standards are also subject to the additional limitations:

- 2.12.1 Quality standards for installation, maintenance and repair as described herein apply only to single-line residential and business services. Installation, maintenance and repair standards for non-basic service will vary by service type, customer location, quantities of lines and/or features, or other factors which may lengthen the time required to install, restore or repair a Customer's service.
- 2.12.2 Quality standards described in this section do not apply in emergency situations, which include but are not limited to service areas affected by acts of God, fires, floods, earthquakes, hurricanes, tornados, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; or compliance with any law, order, regulation or other action of any governing authority or agency which impairs or interferes with the Company's normal business operations.
- 2.12.3 Quality standards apply to services and equipment provided by the Company only. The Company may be unable to meet these standards due to the unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties under the direction of the Customer.
- 2.12.4 The Company's liability in the event that it is unable to meet the quality standards described herein shall be subject to the limitations of liability as provided in Section 2.1.4 and credits and allowances for interruptions of service as provided in Section 2.7 of this Tariff.

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

2.12 Levels of Service Quality, (Cont'd.)

2.12.1 Installations

Where central office and outside plant facilities are readily available, the Company will establish as its objective the following working intervals for fulfillment of single-line residential and business Customer requests for primary service following receipt of application for same when all Tariff requirements relating thereto have been complied with, except those instances where a later installation date is required by the Customer or where special equipment or services are involved:

90% fulfillment within 5 working days
95% fulfillment within 30 calendar days
100% fulfillment within 60 calendar days

2.13.2 Maintenance and Repairs

The Company shall make reasonable attempts to restore service on the same day that an interruption is reported by the Customer where the trouble is the result of equipment or facilities provided by the Company. The Company will establish as its objective the following standards for repair or restoration of service for single-line residential and business Customers following receipt of a Customer trouble report and obtaining sufficient information from the Customer to identify and diagnose the problem.

- (A) Restoration of 95% of interrupted service lines within 24 hours of receipt of the trouble report.
- (B) Clearing of 95% of service effecting troubles within 72 hours of receipt of trouble report.

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

2.12 Levels of Service Quality, (Cont'd.)

2.12.3 Grade of Service

Subject to the adequacy of facilities and equipment provided to the Company by Incumbent Local Exchange Carriers, the Company shall establish as its objective the following grade of service standards:

- (A) During the average busy season busy hour, at least 90% of all calls offered to any trunk group shall not encounter an all-trunk busy condition.
- (B) During the average busy season busy hour, at least 90% of intra-office, inter-office, extended area and intraLATA direct distance dialed calls carried by the Company will encounter a ring back tone, line busy signal, or non-working number intercept facility (operator or recording) after completion of dialing.

2.13 Special Promotions

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

2.14 Discounts

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

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

2.15 Cancellation or Modification of Service by Customer

- (A) Residential Customers may cancel Service by providing written or oral notice to Company at least five (5) days prior to cancellation. The notice must specify the date on which service is to be discontinued.
- (B) Business Customers may cancel service by providing written notice to Company at least thirty (30) days prior to cancellation. The notice must specify the date on which service is to be discontinued.
- (C) The Customer cancels service before the Company completes installation of the Service and at the time of cancellation the Company has incurred any expense in installing services or preparing to install service that it would not otherwise have incurred, a charge equal to the cost the Company incurred will apply. In no case will this charge exceed the charge for the minimum period of service ordered, including installation charges and non-recurring charges and all amounts others may charge the Company that would have been chargeable to the Customer had service been initiated.
- (D) If the Customer cancels service after the Company has completed installation, the charge set forth in Section 2.16 (C) will apply to the extent the Company has not yet recovered the costs described in Section 2.16 (C). In addition, the minimum service period obligations will apply regardless of whether service has been initiated and the charges due.
- (E) In the case of a Customer-initiated modification of Service, charges for the subsequent order are in addition to the costs incurred before the Customer changed the original order.

2.16 Expiration of Term Plan Options

At the expiration of the initial term as specified in a Customer Specific Term Plan, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party in accordance with the agreement terms. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Local Exchange and Interexchange Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term plan shall survive such termination.

2.17 Excessive Short Duration Calls

If 15% or more of 1+ Long Distance and 8xx Toll Free domestic completed calls are equal to or less than 6 seconds in length, during any Billing Cycle, there will be an additional charge of \$0.01 per Short Duration Call, for the number of calls above 15%.

SECTION 3 - GENERAL DESCRIPTION OF SERVICES

3.1 General

3.1.1 Services Offered

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

Business Phone Line
Listing Services (including Non Published and Non-Listed
Services) Directory Assistance
Operator Services
Additional Services as Defined in this Tariff such as PBX, Private
Line, Point to Point and POTS Lines

3.1.2 Application of Rates and Charges

All services offered in this Local Exchange and Interexchange Tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges.

3.1.3 Emergency Services Calling Plan

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

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

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

SECTION 3 - GENERAL DESCRIPTION OF SERVICES.
(CONT'D.)

3.2 Call Timing for Usage Sensitive Services

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

- 3.2.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 3.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 3.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 3.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.2.5 All times refer to local time.
- 3.2.6 There shall be no charges for uncompleted calls.

SECTION 3 - GENERAL DESCRIPTION OF SERVICES,
(CONT'D.)

3.3 Distance Calculations

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

3.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by BellCore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

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

Step 1: Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center referenced by TelCordia.

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

Step 3: Square each difference obtained in step (b) above.

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

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

Step 6: Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

3.3.3 The formula for distance calculations is:

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

SECTION 3 - GENERAL DESCRIPTION OF SERVICES,
(CONT'D.)

3.4 Rate Periods for Time of Day Sensitive Services

- 3.4.1 For time of day, usage sensitive services, the following rate periods apply unless otherwise specified in this Tariff:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						EVE
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

* Up to but not including.

- 3.4.2 Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.
- 3.4.3 For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

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

SECTION 4 – INDIVIDUAL CASE BASIS & NONRECURRING CHARGES

4 Individual Case Basis Arrangements (“ICB”)

A determination that the Customer’s service requirements can only be satisfied by a Customer-Carrier arrangement for which it is difficult or impossible to establish general tariff provisions. ICB rates will be structured to recover the Company’s cost of providing service and will be made available to similarly situated customers in a non-discriminatory manner. Terms of the specific ICB contracts will be made available to the Commission staff upon staff’s written request to the Company.

Service Order and Change Charges

	Non-Recurring Business
Local Line New Installation, 1 st line	\$ICB
Local Line New Installation, additional lines	\$ICB
Line Change Charge, 1 st line (moves, transfers)	\$ICB
Line Change charge, additional lines	\$ICB
Feature Add or Change Charge	\$30.00
Dual service per line (same dial tone at 2 locations)	\$30.00
Directory Listing Change Charge	\$25.00
Busy Line Verification	ICB
Maintenance repair or replace, 1 st hour	\$250.00
Maintenance repair or replace, additional hour	\$125.00

4.1 Reconnection Charge

A Reconnection Charge of \$35.00, or the highest allowed by law, will be assessed in accordance with the terms and conditions of this Local Exchange and Interexchange Tariff and pursuant to Louisiana law and Commission regulations.

4.2 One Time, Non Recurring Charges Further Specified

Additional one time, non recurring charges are found throughout the following (next) sections of this tariff and specified where, as and when appropriate relative to the product and/or service designation.

SECTION 4 - NONRECURRING CHARGES, (CONT'D.)

4.3 Common Charges

4.3.1 Missed Appointment Fee

When customer is not present to receive installation or other work related to a service order that results in a premise visit.

Missed Appointment Fee:

Nonrecurring Charge
\$150.00

4.3.2 Rescheduled Appointment Charge, Per Telephone Number

If the Customer reschedules an appointment for number porting within 48 hours of the scheduled port date / time, a service charge will be applied.

Rescheduled Appointment Charge, Per Telephone Number

Nonrecurring Charge
\$50.00

4.4 Temporary Service Suspension Fee

Customers who are delinquent in billing, and service is suspended for non-payment.

Charge:

Recurring Charge
\$15.00

Nonrecurring Charge
\$20.00

SECTION 5 – SERVICE DESCRIPTIONS

5.1 Standard Business Local Exchange Service

5.1.2 Description

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

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

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

SECTION 5 – SERVICE DESCRIPTIONS , (CONT'D.)

5.2 PBX Trunk Service

5.2.1 Description

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

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

Each PBX Trunk is provided with touch tone signaling at no additional charge. An optional per trunk Hunting feature is available for Customers which routes a call to the next idle trunk in a prearranged group (see Section 4.3.2(B)).

PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges (see Section 4.3.4).

SECTION 5 – SERVICE DESCRIPTIONS , (CONT'D.)

5.3 Direct Inward Dialing (DID) Service

5.3.1 Description

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

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and non-recurring charges for PBX Trunks. The Customer will be charged for the number of DID Number Blocks (20 numbers per block) or per individual DID based on agreement between Company and Customer.

SECTION 5 – SERVICE DESCRIPTIONS , (CONT'D.)

5.4 Business Centrex

Business Centrex service combines local and long distance telecommunications service into one telecommunications package. A Monthly Service charge applies for this service. Customers will be billed one month in advance. A minimum one year term agreement applies.

All calls outside of the Home Region are billed at long distance rates. All long distance calls are billed in six (6) second increments with a minimum billing period of 18 seconds.

5.4.1 General

- (A) Business Centrex services are available only in designated serving areas.
- (B) Business Centrex service requires that the main telephone line and all other voice telephone lines located at the business address for the main telephone line are assigned to In-Telecom Consulting, LLC for local telephone service. All voice telephone lines must be billed at the Business Centrex rate plan.
- (C) Local Calling Area calls have no per call surcharge or per-minute fees. IntraLATA calls outside the Local Calling Area are billed in one minute increments.
- (D) Monthly fees per telephone line for all service packages above apply to service delivered via LEC 1MB circuits only. Other circuit types may be available at different monthly fees.
- (E) Service rates are based on the customer's zone location. The zone will be determined at the time of service agreement.
- (F) Cancellation of the term agreement prior to the end of the term will result in early cancellation penalties being applied. Customer may be responsible for minimum commitment payments in the event of early cancellation of term agreement.

SECTION 5 – SERVICE DESCRIPTIONS , (CONT'D.)

5.5 Business ISDN PRI

5.5.1 General

Business ISDN primary rate service (PRI) combines local telephone service and long distance service into one telecommunications package. Business service allows the Customer to save on monthly service fees and optional feature charges. Business service is available only in limited serving areas

Business monthly fee per telephone circuit schedule applies to service delivered via dedicated ISDN-PRI business circuits only. All calls originated on these circuits must be completed and billed to the customer by the Company. Calls cannot be sent to other carriers for completion or billing.

Billing increments for calls billed outside the LATA are eighteen (18) seconds initial / six

(6) seconds additional. All Business services require a minimum One Year Term Agreement. Cancellation of Term Agreement prior to end of the term will result in early cancellation penalties being applied.

Cancellation of the term agreement prior to the end of the term will result in early cancellation penalties being applied. Customer may be responsible for minimum commitment payments in the event of early cancellation of term agreement.

SECTION 5 – SERVICE DESCRIPTIONS , (CONT'D.)

5.6 Business PBX

5.6.1 Description

Business PBX service combined local and long distance telecommunications service into one telecommunications package. Business PBX Basic provides unlimited calls in local calling area and low rates on IntraLATA and long distance calls. This plan provides many features included in the rate of the plan and optional features are available at an additional cost. Regulatory charges and taxes are not included in the rate of this service.

IntraLATA calls are billed in one (1) minute increments. Domestic long distance calls are billed an initial eighteen (18) seconds and six (6) second increments thereafter. All services require a minimum of One Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

5.6.2 Terms and Conditions

- (A) Business PBX service is available in the AT&T serving areas of the state.
- (B) Business PBX service requires that the main telephone line and all of the other voice telephone lines located at the business address of the main telephone line are assigned to In-Telecom Consulting, LLC for local telephone service. All voice telephone lines at the business address must be billed at the Business PBX rate plan.
- (C) Business PBX service can be configured as Two Way PBX only.
- (D) Business PBX is to be used for Voice service only. Customers using autodialers, telemarketing applications or switching equipment are not eligible to use this rate plan.
- (E) All calls originated on these lines must be completed and billed to the customer by In-Telecom Consulting, LLC. Calls cannot be sent to other carriers for completion or billing.
- (F) Toll Free minutes of usage will be billed at the above rates based on the origin of the call for all Business PBX rate plans.
- (G) International calls are billed at individual rates for each country per the published IN-TELECOM CONSULTING, LLC World Access rate plan.

SECTION 5 – SERVICE DESCRIPTIONS , (CONT'D.)

5.6.3 Business PBX, (Cont'd.)

Features

(A) DIDs

(B) Complimentary Features

Block Caller ID	Deny Repeat Dial
Deny Call Return	Deny Select Forward
Deny Call Trace	

(C) Star Features

*57 Call Trace	*69 Call Return
*66 Busy Redial	*60 Call Block (*80 deactivate)

These Features are also available on a monthly subscription basis as a Standard Feature.

(D) Standard Features

Call Block
Call Forward Variable
Call Forwarding Variable Multi-Path
Call Forward Busy Line
Call Forward Busy Line Multi-Path
Call Forward Don't Answer
Call Forward Don't Answer Ring Control
Call Forward Don't Answer Multi-Path Ring Control
Call Pickup
Call Return
Call Selector
Call Trace
Call Waiting
Preferred Call Forwarding
Remote Access to Call Forwarding
Repeat Dialing
Speed Dialing – 8 Number
Speed Dialing – 30 Number
Selective Class of Call Screening
Three Way Calling
Three Way Calling with Transfer
User Transfer – Conferencing
User Transfer – Conference w/ Hold

SECTION 5 – SERVICE DESCRIPTIONS , (CONT'D.)

5.6.3. Business PBX, (Cont'd.)

5.6.3.1 Features, (Cont'd.)

(E) Deluxe Features

Caller ID - Number Only
Caller ID - Name and
Number
Distinctive Ring - 1 Telephone Number
Distinctive Ring - 2 Telephone Numbers
Enhanced Caller ID - Number Only (with
ACR)
Enhanced Caller ID - Name and Number (with
ACR) Hunting
Star 98 Access

(F) Unlimited Feature Package - Choose any Features

(G) Toll Blocking Features

Option 1: Includes blocking for 900/976 and other Information Services, Domestic Long Distance, Operator Services, International Dialing, Local and National 411, and 1010 Dialing.
Option 2: Includes blocking for Operator Services, International Operator Services, and 1010 Operator Services.
Option 3: Includes blocking for Domestic Long Distance, Operator Services, 900/976, National Directory Assistance, International Dialing, 1010 Dial Around.
Option 4: Includes block for 900/976.
Option 5: Includes blocking for 1010 Dialing.
Option 6: Includes blocking for 900/976 and other Information Services.

SECTION 5 – SERVICE DESCRIPTIONS , (CONT'D.)

5.7 Business BRI

5.7.1 Description

Business BRI is a rate service that combines local and long distance telephone service with data into one telecommunications package. This plan provides reduced rates on monthly service fees as well as long distance usage. Regulatory charges and taxes are not included in the rate of this service.

Local calls are billed in one (1) minute increments. IntraLATA calls are billed in one (1) minute increments with domestic long distance billed an initial eighteen (18) seconds and six (6) second increments thereafter. All service requires a minimum one year term agreement. Cancellation of the Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

5.7.2 Terms and Conditions

- (A) Business BRI service is available in AT&T serving areas of the State.
- (B) Business BRI service requires that the main telephone line and all of the other voice telephone lines located at the business address for the main telephone line are assigned to In-Telecom Consulting, LLC for local telephone service. All voice telephone lines at the business address must be billed at the Business rate plan.
- (C) International calls are billed at individual rates for each country per the published IN-TELECOM CONSULTING, LLC World Access rate plan.

SECTION 5 – SERVICE DESCRIPTIONS , (CONT'D.)

5.8 Business Integrated

5.8.1 Description

Business service combines local and long distance telecommunications service with high speed Internet into one telecommunications package. Hunting is included at no charge. A Monthly Service Fee applies for this service. Customers will be billed one month in advance for this service. A minimum one year term agreement applies. Features included with this service at no additional charge are Hunting, International Call Blocking, Directory Assistance Blocking, Deny Repeat Dial, Block Caller ID, Collect Call Blocking, 700 Block, 900/976 Block, Deny Call Return.

All calls outside of the Local Calling Area are billed at long distance rates. All long distance calls are billed in six (6) second increments with a minimum billing period of 18 seconds.

5.8.2 General

- (A) Business Integrated service is available only in limited service areas.
- (B) Business Integrated service can be configured as either POTS or Digital Trunks. Not all areas support both configurations.
- (C) Business Integrated Digital Trunk service is configured with at least 2 trunks per trunk group with a maximum of 6 groups per T-1.
- (D) Digital Trunks are limited to the following configurations; 1-way/2-way DID Trunks or Standard Digital Trunks configured as loop or ground start.
- (E) Standard Digital Trunks are limited to 1 TN per trunk group.
- (F) Business Integrated service is provided only via dedicated T-1 circuits. All calls originated on these circuits must be completed and billed to the customer by In-Telecom Consulting, LLC. Calls cannot be sent to other carriers for completion or billing.
- (G) Installation fee includes installing the circuit and the In-Telecom Consulting, LLC supplied hardware.
- (H) All Business Integrated services require a minimum One Year Term Agreement.
- (I) Equipment is considered property of In-Telecom Consulting, LLC and must be returned at the end of the Term Agreement.

SECTION 5 – SERVICE DESCRIPTIONS , (CONT'D.)

5.8. Business Integrated, (Cont'd.)

5.8.3 Service Feature Options

Complimentary Features, per occurrence

Hunting

International Call Blocking

Directory Assistance Blocking

Deny Repeat Dial

Block Caller ID

Collect Call Blocking

700 Block

900/976 Block

Deny Call Return

Star Features, per occurrence

*69 Call Return

Three Way Calling

*66 Call Repeat (repeat dialing)

- * These Features are also available on a monthly subscription basis as a Standard Feature