

**Spectrotel of Alabama, LLC**  
**d/b/a Touch Base Communications**  
3535 State Highway 66, Suite 7  
Neptune, NJ 07753

Alabama Local Price List  
Original Title Page

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**ALABAMA**

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

**FOR**

**SPECTROTEL OF ALABAMA, LLC**

This Price List contains the descriptions, regulations, and rates applicable to the provision of Local Exchange and Interexchange services provided by Spectrotel of Alabama, LLC d/b/a Touch Base Communications with principal offices at 3535 State Highway 66, Suite 7, Neptune, New Jersey 07753 for services furnished within the State of Alabama. This Price List may be inspected, during normal business hours, at the Company's principal place of business or at the Company's website at:

<http://www.spectrotel.com/support/faqs/tariffs/>

---

Effective: May 1, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**CHECK SHEET**

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

Page	Revision		Page	Revision		Page	Revision
Title	Original		31	Original		61	Original
1	1 <sup>st</sup> Revised	*	32	Original		62	Original
2	Original		33	Original		63	Original
3	Original		34	Original		64	1 <sup>st</sup> Revised
4	Original		35	Original		65	Original
5	Original		36	Original		66	Original
6	Original		37	Original		67	Original
7	Original		38	Original		68	Original
8	Original		39	Original		69	Original
9	Original		40	Original		70	Original
10	Original		41	Original		71	Original
11	Original		42	Original		72	Original
12	Original		43	Original		73	Original
13	Original		44	Original			
14	Original		45	Original			
15	Original		46	Original			
16	Original		47	Original			
17	Original		48	Original			
18	Original		49	Original			
19	Original		50	Original			
20	Original		51	Original			
21	Original		52	Original			
22	Original		53	Original			
23	Original		54	Original			
24	Original		55	Original			
25	Original		56	Original			
26	Original		57	1 <sup>st</sup> Revised	*		
27	Original		58	Original			
28	Original		59	Original			
29	Original		60	1 <sup>st</sup> Revised	*		
30	Original						

\* - indicates those pages included with this filing

---

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**TABLE OF CONTENTS**

Description

Title Page	Cover
Check Sheet	1
Table of Contents	2
Explanation of Symbols	3
Price List Format	4
Application of Price List	5
Section 1 - Definition of Terms and Abbreviations	6
Section 2 - Rules and Regulations	9
Section 3 - Local Service Areas	44
Section 4 - Description of Services and Rates	45
Section 5 - Miscellaneous Services and Rates	50
Section 6 - Long Distance Services	68
Section 7 - Access Services	72
Section 8 - Special Arrangements	73

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**EXPLANATION OF SYMBOLS**

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

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

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**PRICE LIST FORMAT**

- A. Page numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Price List. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version, i.e. 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in Price Lists.

- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).1
- 2.1.1.A.1.(a).1.(i)
- 2.1.1.A.1.(a).1.(i)(1)

**Spectrotel of Alabama, LLC**  
**d/b/a Touch Base Communications**  
3535 State Highway 66, Suite 7  
Neptune, NJ 07753

Alabama Local Price List  
Original Page 5

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**APPLICATION OF PRICE LIST**

This Price List contains the regulations, rates and charges applicable to the provision of competitive local telecommunications services by Spectrotel of Alabama, LLC d/b/a Touch Base Communications for the use of Customers in transmitting messages within the State of Alabama, subject to the jurisdiction of the Alabama Public Service Commission ("Commission"). Services include, but are not limited to resold and facilities-based voice services within the State of Alabama. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Price List.

The rates and regulations contained in this Price List apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS**

For the purpose of this Price List, the following definitions will apply:

**Access Line** - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

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

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

**Authorized User** - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

**Commission** - The Alabama Public Service Commission.

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

**Company** - Spectrotel of Alabama, LLC d/b/a Touch Base Communications, the issuer of this Price List.

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

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

**Customer Terminal Equipment** - Terminal equipment provided by the Customer.

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

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

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

---

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D.)**

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

**ICB** - Individual Case Basis.

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

**IXC or Interexchange Carrier**- A long distance telecommunications services provider.

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

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

**MOU** - Minutes of Use.

**NECA** - National Exchange Carriers Association.

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

**Point of Presence ("POP")** - Point of Presence

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

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

---



Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D.)**

**Service Order** - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Price List.

**Serving Wire Center** - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

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

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

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

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

**Switched Access Origination/Termination** - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

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

---

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

**2.1.1 Scope**

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

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

**2.1.2 Shortage of Equipment or Facilities**

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

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

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

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

**2.1.3 Terms and Conditions**

- A.** Service is provided on the basis of a minimum period of at least thirty days, 24-hours per day. For the purpose of computing charges in this Price List, a month is considered to have thirty (30) days.
- B.** Customers may be required to enter into written or verbal service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Price List. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C.** Except as otherwise stated in the Price List, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Price List prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination. Cancellation notice requirements will be specified in a written contract/service agreement.
- D.** In any action between the parties to enforce any provision of this rate sheet, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E.** Service may be terminated upon written notice to the Customer if:
  - 1.** the Customer is using the service in violation of this Price List; or
  - 2.** the Customer is using the service in violation of the law.
- F.** This Price List shall be interpreted and governed by the laws of the State of Alabama without regard for its choice of laws provision.

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

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

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

**2.1.3 Terms and Conditions, (Cont'd.)**

- G.** Other carriers may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H.** To the extent that either the Company or any other carrier exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other carrier shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- I.** The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

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

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

**2.1.4 Limitations on Liability**

- A.** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6 and direct damages of up to the equivalent of one month ' s service.
- B.** Except for the extension of allowances to the Customer for interruptions in service as set forth in this Price List, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C.** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

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

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

**2.1.4 Limitations on Liability, (Cont'd.)**

- D.** The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
1. Any act or omission of: A. the Customer, B. any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or C. common carriers or warehousemen, except as contracted by the Company;
  2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  3. Any unlawful or unauthorized use of the Company's facilities and services;
  4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
  5. Breach in the privacy or security of communications transmitted over the Company's facilities;

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

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

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

**2.1.4 Limitations on Liability, (Cont'd.)**

**D. (Cont'd.)**

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 2.1.4.
  7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
  8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
  9. Any noncompletion of calls due to network busy conditions;
  10. Any calls not actually attempted to be completed during any period that service is unavailable;
  11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company ' s services or facilities.
-

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

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

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

**2.1.4 Limitations on Liability, (Cont'd.)**

- E.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F.** The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G.** Failure by the Company to assert its rights pursuant to one provision of this Price List does not preclude the Company from asserting its rights under other provisions.
- H. Directory Errors** - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly rate sheet rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly rate sheet rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.



Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

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

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

**2.1.4 Limitations on Liability, (Cont'd.)**

**I. With respect to Emergency Number 911 Service:**

- 1.** This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
  
  - 2.** Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
-

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

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

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

**2.1.5 Provision of Equipment and Facilities**

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

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

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

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

**2.1.6 Nonroutine Installation**

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

**2.1.7 Special Construction**

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

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

**2.1.8 Ownership of Facilities**

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

---

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

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

**2.2 Prohibited Uses**

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

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

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

**2.3 Obligations of the Customer**

**2.3.1 General**

The Customer is responsible for making proper application for service; placing any necessary order, complying with Price List regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

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

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

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

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

**2.3.1 General, (Cont'd.)**

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

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

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

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

**2.3.2 Liability of the Customer**

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

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

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

**2.4 Customer Equipment and Channels**

**2.4.1 General**

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

**2.4.2 Station Equipment**

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



Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

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

**2.4 Customer Equipment and Channels**

**2.4.3 Interconnection of Facilities**

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

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**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 2.4.2B. 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.

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

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

**2.5 Payment Arrangements**

**2.5.1 Payment for Service**

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

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 Alabama 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 Alabama Revised Code, are subject to state utility tax at the prevailing tax rates, if the services originate, or terminate in Alabama, or both, and are charged to a subscriber's telephone number or account in Alabama.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

---

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

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

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.2 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 pro rata based on the actual number of days in the month.
  - D.** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Price List or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
  - E.** If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
  - F.** If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 4.3 of this Price List.
-

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

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

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.3 Late Payment Fee**

If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

**2.5.4 Return Check Charge**

A service charge equal to \$20.00 will be assessed in accordance with Alabama law for all checks or other payment type submitted by the Customer to the Company and returned or dishonored 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.

**2.5.5 Disputed Bills**

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 Alabama Public Service Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Alabama Public Service Commission  
P.O. Box 991  
Montgomery, Alabama 36101-0991  
Telephone: (334) 242-5211  
Facsimile: (334) 242-0727  
Toll-Free: (800) 392-8050

---

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

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

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.6 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 nonrecurring charge(s) and one (1) month ' s charges for the service or facilities. The advance payment will be applied to the first full billing cycle statement and additional one (1) month advance payment will be required for each subsequent month. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

**2.5.7 Deposits**

The Company does not collect Customer deposits.

---

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

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

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.8 Discontinuance of Service for Cause**

The Company may discontinue service for the following reasons provided in this Section. 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 2.5.8.A or 2.5.8.B, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Price List, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

- A.** Upon nonpayment of any regulated 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 25 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 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.
-

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

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

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.8 Discontinuance of Service for Cause, (Cont'd.)**

- E.** 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.
- F.** 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.
- G.** Without notice in the event of tampering with the equipment or services furnished by the Company.
- H.** The Customer is responsible for providing adequate access lines to enable the Company to terminate all toll-free (i.e., 800/888) 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.



Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

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

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.9 Notice to Company for Cancellation of Service**

Customers desiring to terminate service shall provide the Company notice of desire to terminate service.

**2.5.10 Cancellation of Application for Service- Contract Services Only**

- 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 above will be calculated and applied on a case-by-case basis.

**2.5.11 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.

---

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

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

**2.6 Allowances for Interruptions in Service**

**2.6.1 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 Price List.
  - 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.
-

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

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

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

**2.6.2 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 Price List by any person or entity other than the Company, including but not limited to the Customer;
- B.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C.** Due to circumstances or causes beyond the reasonable control of the Company;
- D.** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.6.3), 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.

**2.6.3 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.

---

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

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

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

**2.6.4 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.
-

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

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

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

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

**D. Interruptions of 24 Hours or Less**

<b>Length of Interruption</b>	<b>Amount of Service To Be Credited</b>
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.

---

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

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

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

**2.6.5 Limitations on Allowances**

No credit allowance will be made for:

- A.** interruptions due to the negligence of or noncompliance with the provisions of this Price List 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.

**2.6.6 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.

**2.6.7 Use of Another Means of Communication**

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.

---

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

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

**2.7 Use of Customer's Service by Others**

**2.7.1 Joint Use Arrangements**

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

**2.8 Cancellation of Service/Termination Liability**

The Customer must provide the Company with thirty (30) days' notice prior to canceling service. If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.5.2.

**2.8.1 Termination Liability**

Customer's termination liability for cancellation of service shall be specified in a written Contract/Service agreement and may be equal to:

- A.** all unpaid nonrecurring charges reasonably expended by Company to establish service to Customer, plus;
  - B.** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
  - C.** all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
  - D.** minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.
-

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**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:

- 2.9.1** to any subsidiary, parent company or affiliate of the Company; or
- 2.9.2** pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.9.3** pursuant to any financing, merger or reorganization of the Company.



Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

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

**2.10 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 Price List.

**2.10.1 Customer Liability for Fraud and Unauthorized Use of the Network**

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

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

- C.** The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
  - D.** The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this Price List, 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.
-

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

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

**2.11 Use of Customer's Service by Others**

**2.11.1 Resale and Sharing**

SECTION 2.10.1 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY  
THE ALABAMA PUBLIC SERVICE TO PROVIDE INTRASTATE LOCAL EXCHANGE  
SERVICES

There are no prohibitions or limitations on the resale of services. Prices for services appear in the price sheet attached to this Price List. Any service provided under this Price List may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the Alabama Public Service Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this Price List, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

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

**2.12 Notices and Communications**

- 2.12.1** The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.12.2** The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.12.3** Except as otherwise stated in this Price List, all notices or other communications required to be given pursuant to this Price List will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.12.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

**2.13 Taxes, Fees and Surcharges**

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

---

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

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

**2.14 Miscellaneous Provisions**

**2.14.1 Telephone Number Changes**

Whenever any Customer ' s telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

**2.14.2 Maintenance and Operations Records**

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**SECTION 3 -LOCAL SERVICE AREAS**

**3.1 Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LEC:

1. AT&T

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**SECTION 4 - DESCRIPTION OF SERVICES AND RATES**

**4.1 General**

Local exchange service is offered to business and residential Customers on a presubscription basis from equal access originating end offices only. Unless other specified, the minimum term is one (1) year. Rates for service may vary by call type and/or term commitment. Usage rates, per call charges and monthly fees may apply. In addition, applicable Service Order and other non-recurring charges may apply. Call timing is defined in the description for each service. Service is available 24 hours a day, 7 days a week. Service is available where technically feasible and where facilities permit.

**4.1.1 Application of Business and Residential Rates**

- A.** The determination as to whether telephone service should be classified as Business or Residential is based on the character of the use to be made of the service. Service is classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person's dwelling, service is classified as Residential service.
- B.** Business rates apply at the following locations, among others:
  - 1. In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
  - 2. In residence locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes, and in residence locations where an extension is located at a place where business rates would apply.
  - 3. In the residence of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no service at business rates at another location.
  - 4. In any residence location where there is substantial business use of the service and the Customer has no service at business rates.

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**4.1 General, (Cont'd.)**

**4.1.1 Application of Business and Residential Rates, (Cont'd.)**

C. Residence rates apply at the following locations, among others:

1. In private residences; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the service is confined to the domestic use of the Customer and listings of a business nature are not furnished.
2. In the residence of a practicing physician, dentist, veterinarian, surgeon, or other medical practitioner provided that such residence is not a part of an office building and provided the Customer has service charged for at business rates another location.

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**4.2 Charges Based on Duration of Use**

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:

- 4.2.1** Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
  - 4.2.2** 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). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
  - 4.2.3** Timing terminates on all calls when the calling party hangs up or the Company network receives an off-hook signal from the terminating carrier.
  - 4.2.4** 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.
  - 4.2.5** All times refer to local time.
-



Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**4.3 Basic Local Exchange Service**

**4.3.1 General**

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company Local Calling Services and other Services as set forth in this Price List;
- c) access interexchange calling services of the Company and of other carriers;
- d) access (at no additional charge) to Company operators and business office for service related assistance;
- e) access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- f) access relay services for the hearing and/or speech impaired.

Basic Local Exchange Services cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company switch. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual line Residence and Business Basic Local Exchange Service is comprised of exchange access lines defined as follows:

Exchange Access Line - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the Price Listed use offering selected by the Customer.

---

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)**

**4.3 Basic Local Exchange Service (Cont'd.)**

**4.3.2 Flat Rate Local Exchange Service**

Flat Rate Local Exchange Service provides a Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Flat Rate Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Flat Rate Local Exchange Service are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Flat Rate Local Exchange Service includes unlimited local exchange calling per month.

	<u>Business</u>	<u>Residential</u>
Monthly Rate, per line:	\$60.00	\$40.00

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**SECTION 5 - MISCELLANEOUS SERVICES AND RATES**

**5.1 Service Order and Change Charges**

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer ' s primary interexchange carrier (PIC) code.

**5.1.1 Service Order Charges**

Primary Line Connection Charge - applies to requests for initial connection or establishment of telephone service to the Company.

Secondary Line Connection Charge - applies to the second or additional line of a new access line installation and connection and customer requests for an inside move, change or addition to regular service. This charge applies only when the second or additional line is ordered simultaneously with the initial connection for service.

Service Order Charge - applies to connection of new lines and to service orders associated with Customer requests for change sin service, moves and the addition of services, including calling features.

**5.1.2 Rates**

Line Connection Charge	<u>Business</u>	<u>Residential</u>
Primary Line	\$60.00	\$60.00
Secondary Line	\$60.00	\$60.00
Service Order Charge		
Moves/Adds/Changes	\$25.00	\$ 25.00

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.2 Premises Visit Charge**

Premises Visit charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises. This charge applies in addition to the Technician Dispatch Charge.

	<u>Business</u>	<u>Residential</u>
Premises Visit Charge, Per Visit	\$95.00	\$95.00
Repair Charge – 1 <sup>st</sup> 30 Minutes	\$95.00	\$95.00
Repair Charge – Each Add'l 15 Minutes	\$45.00	\$45.00

**5.3 Restoration of Service**

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

	<u>Business</u>	<u>Residential</u>
Per Occasion	\$20.00	\$20.00

---

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.4 Public Telephone Surcharge**

In order to recover the Company 's expenses to comply with the FCC 's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard Price Listed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided 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 interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). 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.

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.

Rate Per Call            \$0.60

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.5 Calling Features**

The features in this section are made available to Residential and Business Customers on a per use basis. All features are provided subject to availability. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the per feature activation charge shown in the table below each time a feature is used by the Customer. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

**5.5.1 Feature Descriptions**

Return Call: Allows a Customer to return the most recent incoming call and, after dialing a code, hear an announcement of the last telephone number that called. If the Customer wishes to return the call right away, voice prompts will instruct the Customer to dial a certain digit and the call will automatically be returned.

Call Trace: Allows a Customer to initiate an automatic trace of the last call received. After receiving the call which is to be traced, the Customer dials a code and the traced telephone number is automatically sent to the Company. The Customer using Call Trace is required to contact the Company for further action. The Customer originating the trace will not receive the traced telephone number. The results of a trace will be furnished only to legally constituted authorities upon proper request by them.

Repeat Dialing: Permits the Customer to redial automatically the last number dialed.

Caller Identification Blocking: Allows the name and number of the calling party to be blocked from being transmitted when placing outbound calls.

Per Call Blocking: To activate per-call blocking, a Customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per call blocking, and it is provided on an unlimited basis.

Per Line Blocking: When blocking is established on the line, it can be deactivated by dialing a code before each call. This one call unblock allows the name and/or number to be sent for that one call only. Customers who choose per line blocking for the first time will not be charged the nonrecurring charge. After the first time, customers requesting per line blocking will pay a nonrecurring charge for each line equipped with per line blocking. Per line blocking will be provided free to law enforcement and domestic violence agencies and individual victims of domestic violence upon request.

---

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.5 Calling Features, (Cont'd.)**

**5.5.1 Feature Descriptions, (Cont'd.)**

Call Blocking- Call Blocking allows Customer to block calls from different telephone numbers. A screening list is created by Customer either by adding the last number associated with the line (incoming or outgoing) or by pre-selecting the telephone number to be blocked. Callers from such numbers hear an announcement that the calling party is not accepting calls and Customer's phone will not ring. The screening list may be edited and revised at Customer's discretion. This feature may not be available with all the Company services.

Call Forwarding - Fixed, Busy Line No Answer - This feature, when activated, redirects attempted terminating calls to another Customer-specified line. Call originating ability is not affected by Call Forwarding - Fixed, Busy Line No Answer. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number.

Call Waiting - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

Speed Calling - This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in either an 8 number or a 30 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.5 Calling Features, (Cont'd.)**

**5.5.1 Feature Descriptions, (Cont'd.)**

Call Forwarding - Variable - a Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature. If forwarded to a long distance number the Subscriber will incur the long distance charges.

Distinctive Ring: Distinctive Ring is a feature that allows a Customer to have up to two separate phone numbers assigned to one local exchange line. Each telephone number will provide a distinctive ring on an incoming call to allow for identification of the number being called. A distinctive call waiting tone is also provided for each telephone number, where facilities permit and Customers subscribe to Call Waiting. Distinctive Ring is offered subject to availability of suitable facilities.

Privacy Service- A feature which intercepts calls that are marked "private" and "out of area," or "unavailable" on Caller ID units. When unidentified callers dial the Subscribers number, they will receive an announcement informing them that the party they are calling does not accept calls from unidentified callers. They will receive a prompt to identify their name or state their intention and the service will then attempt to connect the call. Only if the caller responds will the call be connected.

The Subscriber's Caller ID will display the platform number and the name of the service. If the Subscriber chooses not to take the call the caller will hear a message which states the Subscriber is unavailable.

Privacy Service is offered subject to availability of suitable facilities. This service will be provisioned on a line-by-line basis and Customers with more than one line would need to have the service activated on each line if they want the ability to intercept unknown and blocked calls to each line.

---



Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.5 Calling Features, (Cont'd.)**

**5.5.1 Feature Descriptions, (Cont'd.)**

Caller ID with Name - allows a Customer to see a caller's name and number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the name, number, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE. In areas where Caller ID with Name is not available, Caller ID, which only displays the incoming telephone number, will be substituted.

Call Waiting with Caller ID with Name\* - Call Waiting with Caller ID with Name provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in and allows a Customer to see a caller's name and number previewed on a display screen allowing a Customer to prioritize and or screen incoming calls. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call. In areas where Caller ID with Name is not available, Caller ID, which only displays the callers telephone number, will be substituted.

Three Way Calling - Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

\* Call Waiting with Caller ID available to new customers only, effective May 13, 2000. Existing customers receive Call Waiting only.

---

Effective: May 1, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.5 Calling Features, (Cont'd.)**

**5.5.2 Monthly Feature Rates**

Calling Features are included with some the Company services. In addition, Feature packs combining several features may also be available with specific the Company services. Rates for Calling Features, which may be purchased separately for a monthly recurring charge are listed below.

	<u>Per Month</u>	<u>Monthly Maximum</u>
Call Blocking	\$3.00	N/A
Distinctive Ring	\$3.50 (I)	N/A

**5.5.3 Per Call Feature Rates**

The following features are available to all local exchange Business and Residence Network Exchange Bundled Service, the Company Link Service and the Company Business Plus Service Customers as well as Customers of the Company Grandfathered Services, where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

	<u>Per Usage</u>	<u>Monthly Maximum</u>
	<u>Feature Charges</u>	
Busy Connect	\$0.75	\$6.00
Call Return (*69)	\$0.75	\$6.00
Repeat Dialing (*66)	\$0.75	\$6.00

---

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.6 Directory Assistance Service**

**5.6.1 Basic Directory Assistance Service**

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance. No credit will be given for requested telephone numbers that are not found in the directory. Customers may reach Directory Assistance by dialing direct or by having the call billed to a calling card or third number.

Charges will apply except for resident Customers who have applied for and received Company certification as being unable to use a telephone directory due to a visual or physical disability which can be confirmed by a physician, appropriate group or agency. Written confirmation must be provided to the Company for this exemption to apply.

There are no call allowances for Basic Directory Assistance Service.

**5.6.2 Directory Assistance Call Completion Service**

Directory Assistance Call Completion (DACC) is a service that provides customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance operator. The call may be completed automatically or by the Directory Assistance operator.

The DACC portion of the call may either be billed in the same manner as the DA portion or alternately billed by using a calling card, billing to a third number, or collect. All operator-handled charges, as specified in 5.8, apply as appropriate.

There are no allowances for DACC, however, the Directory Assistance portion of the call is still governed by the appropriate call allowance as stated in Section 5.6.1.

For local and intraLATA calls, charges for DACC service are not applicable to calls placed by those customers with reading, visual, or physical handicaps. This service is available to business and residential Customers, but is not available for the following types of calls:

- 976 DA number requests
  - Alternately Billed Calls: e.g., Collect, Calling Card, or Billed to Third Number
  - Calls from payphone service provider telephones
  - Calls from tandems where the end user cannot be identified
  - Any Special Line Class Codes
  - Any PBX type Customer who requires real-time notification of charges
-

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.6 Directory Assistance Services, (Cont ' d.)**

**5.6.3 National Directory Assistance Service**

National Directory Assistance Service is provided to customers of the Company for the purpose of requesting telephone numbers of individuals or businesses who are located outside the customer ' s local Directory Assistance service area.

There are no call allowances or exemptions for National Directory Assistance.

A maximum of two(2) requested telephone numbers are allowed per call.

This service may be alternately billed by using a calling card, billing to a third number, or collect. Operator-handled charges, as specified in this Price List, apply as appropriate.

Spectrotel of Alabama, LLC  
d/b/a Touch Base Communications  
3535 State Highway 66, Suite 7  
Neptune, NJ 07753

Alabama Local Price List  
1<sup>st</sup> Revised Page 60  
Replaces Original Page 60

Effective: May 1, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.6 Directory Assistance Service**

**5.6.5 Rates**

<b>A. Basic Directory Assistance</b>	<u>Business</u>	<u>Residential</u>	
Local Directory Assistance			
Direct dialed (in excess of allowance)	\$1.99	\$1.99	<b>(I)</b>
Via operator (no allowance)	\$1.60	\$1.60	
<b>B. Directory Assistance Call Completion</b>			
Per completed call	\$0.30	\$0.30	
<b>C. National Directory Assistance</b>	\$1.99	\$1.99	<b>(I)</b>

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.7 Local, IntraLATA and InterLATA Operator Services**

Local, IntraLATA and InterLATA calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local, intraLATA and interLATA operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call:

**5.7.1 Local, IntraLATA and InterLATA Usage Rates**

Usage charges will be billed at the rate in effect for the presubscribed service purchased by the Customer (Section 4.3).

**5.7.2 Local, IntraLATA and InterLATA Per Call Service Charges**

Calling Card (fully automated)	\$0.80
Calling Card (non-or semi-automated)	\$2.25
Station-to Station	\$2.25
Person-to-Person	\$4.90
Operator Dialed Surcharge	\$0.80
Third Party Billed	\$2.25

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.8 Busy Line Verification and Emergency Interrupt Service**

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption and is performed once the line status has been determined through the Busy Line Verification process. Only one charge will apply based on the specific service requested by the Customer.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Emergency Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

<u>Per call</u>	
Busy Line Verification, each occasion	\$2.25
Emergency Interruption	\$5.25

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.9 Directory Listing Services**

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

**5.9.1 Non-Published Service**

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

**5.9.2 Non-Listed Service**

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

**5.9.3 Additional Listing**

Additional listings are confined to the names of those who are entitled to use the customer 's service.

---



**Spectrotel of Alabama, LLC**  
**d/b/a Touch Base Communications**  
3535 State Highway 66, Suite 7  
Neptune, NJ 07753

Alabama Local Price List  
1<sup>st</sup> Revised Page 64  
Replaces Original Page 64

Effective: May 1, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.9 Listing Services, (Cont'd.)**

**5.9.7 Rates and Charges**

	<u>Monthly Charge</u>	
Initial White Pages Listing	No Charge	
Additional White Pages Listing		
Residential Customer	\$ 2.00	
Business Customer	\$ 2.00	
Nonpublished Listing		
Residential Customer	\$ 5.50	(I)
Business Customer	\$ 5.50	(I)
Non-Listed Listing		
Residential Customer	\$ 3.50	(I)
Business Customer	\$ 3.50	(I)

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.10 Carrier Presubscription**

**5.10.1 General**

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

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

**Option A:** Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.

**Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.

**Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.

**Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription

**Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customer's primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.

**Option F:** Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

---

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.10 Carrier Presubscription, (Cont ' d.)**

**5.10.3 Rules and Regulations**

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

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

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 5.10.5 below:

**5.10.4 Presubscription Procedures**

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

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

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 5.10.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection

---

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**SECTION 5 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.10 Carrier Presubscription, (Cont ' d.)**

**5.10.5 Presubscription Charges**

**A. Application of Charges**

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

**B. Nonrecurring Charges**

Per business or residence line, trunk, or port: \$5.00

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**SECTION 6 - LONG DISTANCE SERVICES**

**6.1 General**

Spectrotel offers outbound long distance service to its Customers. Each Customer is charged individually for each call placed through the Carrier. Customers are billed based on their use of the Spectrotel service. Long Distance service is only available in conjunction with local service.

Services are available twenty-four hours per day, seven days per week.

**6.2 Timing of Calls**

**3.2.1** Long distance usage charges are based on the actual usage of the Spectrotel network.

**3.2.2** Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection.

**3.2.3** Chargeable time ends when the called or calling party hangs up, whichever occurs first.

**3.2.4** The minimum call duration and call increments for billing purposes are specified on a per-product basis.

**3.2.5** The Company shall not bill for unanswered calls.

---

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**SECTION 6 - LONG DISTANCE SERVICES, (CONT'D.)**

**6.3 Outbound Services**

**6.3.1 IntraLATA Switched Service**

IntraLATA Switched Service is an outbound calling plan available to Customers who presubscribe to any one of the Company local exchange services. Calls are billed in six (6) second increments after an initial period for billing purposes of thirty (30) seconds.

Residential - Per Minute Rate:	\$0.15
Business – Per Minute Rate:	\$0.15

**6.3.2 InterLATA Toll Service**

InterLATA Toll Service is a switched outbound plan available to Customers who presubscribe to any one of the Company local exchange services. Calls are billed in six (6) second increments after an initial period for billing purposes of thirty (30) seconds.

Residential - Per Minute Rate:	\$0.15
Business – Per Minute Rate:	\$0.15

---

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**SECTION 6 - LONG DISTANCE SERVICES, (CONT'D.)**

**6.4 Switched Toll Free Service**

Switched Toll Free Service is available to Customers for incoming calls. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Rates are neither time-of-day sensitive nor mileage sensitive. Calls are billed in six (6) second increments after a minimum call duration for billing purposes of thirty (30) seconds. A Monthly Recurring Charge applies in addition to usage rates.

Per Minute Rate:	\$0.15
Monthly Recurring Charge:	\$10.00

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**SECTION 6 - LONG DISTANCE SERVICES, (CONT'D.)**

**6.5 Calling Card Service**

Calling Card Service is available to Customers for placing calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in sixty (60) second increments after an initial period for billing purposes of sixty (60) seconds. A one-time charge for card set-up applies. There is no per call charge.

Per Minute Rate: \$0.12

Set Up Charge: \$1.99



Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**SECTION 7 - SPECIAL ARRANGEMENTS**

**7.1 Contract Service Arrangements**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this Price List. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

Effective: March 8, 2016

---

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS PRICE LIST**

---

**SECTION 8 - PROMOTIONAL OFFERINGS**

**8.1 General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.