

**Spectrotel, Inc.**  
**d/b/a OneTouch Communications**  
3535 State Highway 66, Suite 7  
Neptune, New Jersey 07753

Georgia Price List  
Original Title Page

Effective: August 25, 2014

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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GEORGIA

TELECOMMUNICATIONS SERVICES PRICE LIST

OF

**Spectrotel, Inc.**  
**d/b/a OneTouch Communications**

This Price List contains the descriptions, regulations, and rates applicable to the provision of Interexchange Telecommunications Services provided by Spectrotel, Inc. d/b/a One Touch Communications with principal offices at 3535 State Highway 66, Suite 7, Neptune, New Jersey 07753 for services furnished within the State of Georgia. 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/>

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**CHECK SHEET**

Pages, as listed below, are effective as of the date shown at the bottom of the respective page(s). 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.

<b>PAGE</b>	<b>REVISION LEVEL</b>		<b>PAGE</b>	<b>REVISION LEVEL</b>	
1	Original	*	25	Original	*
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**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- C** Changed regulation.
  - D** Delete or discontinue.
  - I** Change Resulting in an increase to a Customer's bill.
  - M** Moved from another Price List location.
  - N** New
  - R** Change resulting in a reduction to a Customer's bill.
  - T** Change in text or regulation.
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**SECTION 1 - TERMS AND ABBREVIATIONS**

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

**Authorized User** - A person, firm, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Carrier's services under the terms and regulations of this Price List.

**Commission** - Refers to the Georgia Public Service Commission.

**Company or Carrier** - Spectrotel, Inc. d/b/a OneTouch Communications, unless otherwise clearly indicated by the context.

**Customer** - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this Price List.

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

**Equal Access** - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, Customers can presubscribe their telephone line(s) to their preferred interexchange carrier.

**LATA** - Local Area of Transport and Access.

**LEC** - Local Exchange Company.

**Spectrotel** - Used throughout this Price List to refer to Spectrotel, Inc. d/b/a OneTouch Communications.

**Personal Identification Number (PIN)** - See Authorization Code.

**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.

**V & H Coordinates** - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

The Company provides long distance message telecommunications service to Customers for their direct transmission of voice, data and other types of telecommunications.

Communications originate when the Customer accesses the Company directly or through the facilities of another carrier via one or more access lines, equal access or on a dial-up basis. The Company may act as the Customer agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer location to the Company network. The Customer shall be responsible for all charges due for such service arrangements.

Company services are provided on a monthly basis, unless otherwise stated in this Price List. Services are available twenty-four (24) hours per day, seven (7) days per week.

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

**2.2 Use**

- 2.2.1** Services provided under this Price List may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2** 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.
- 2.2.3** The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.
- 2.2.4** A Customer 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.

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

**2.3 Limitations**

- 2.3.1** The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Price List, or in violation of the law.
  - 2.3.2** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this Price List.
  - 2.3.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
  - 2.3.4** Service may be limited or discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges when the Company deems it necessary to take such action to prevent unlawful use of its service. Service will be restored as soon as it can be provided without undue risk.
  - 2.3.5** 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.
  - 2.3.6** To the extent that any conflict arises between the terms and conditions of a service agreement or other contract and the terms and conditions of this Price List, the Price List shall prevail.
  - 2.3.7** Title to all equipment provided by the Company under this Price List remains with the Company.
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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.4 Assignment and Transfer**

- 2.4.1** All facilities provided under this Price List are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this Price List shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.4.2** Customer may request Carrier to assign one or more sub-accounts for billing purposes, and to direct sub-account invoices to Customer affiliates or other designated entities for payment. Such requests shall not affect the liability of the Customer, who shall remain solely liable to the Company for payment of all invoices for service requested and obtained by Customer, whether invoiced by the Company to the Customer, Customer affiliates, or other designated entities.

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

**2.5 Liability of the Company**

- 2.5.1** The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed \$100.00 or an amount equivalent to the proportionate charge to the Customer, whichever is less, for the period during which the faults in transmission occur. Except as set forth above, the Company shall not be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or business interruption, or for any lost profits of any kind or nature whatsoever arising out of any defects or any other cause. In the event of an interruption in service or any defect in the service whatsoever, neither the Company nor any affiliated or unaffiliated third party provider or operator of facilities employed in the provision of the service shall be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or for any lost profits of any kind or nature whatsoever. Moreover, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service, which are caused or contributed to by the negligence or willful act of the Customer, or Authorized User, or joint user or which arise from the use of Customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- 2.5.2** The Company shall not be liable for any claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Price List, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3** Indemnification - The Company liability, if any, for its gross negligence or willful misconduct is not limited by this Price List. With respect to any other claim or suit by a Customer or by any others, the Customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of Company equipment, facilities and associated wiring of Customer premises and further the Customer indemnifies and saves harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the Customer; and against all other claims arising out of any act or omission of the Customer in connection with the services or facilities provided by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company
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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Liability of the Company, (Cont'd.)**

- 2.5.4** Defacement of premises: No liability shall attach to the Company by reason of any defacement or damage to Customer premises resulting from the existence of Company equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
- 2.5.5** The Company is not liable for any act or omission of any other entity furnishing a portion of the service or any acts or omission of the Customer.
- 2.5.6** Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.
- 2.5.7** The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Personal Identification Numbers issued for use with the Company's services.
- 2.5.8** The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of Authorization Codes of communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from Customer premises, and the placement of calls through equipment controlled and/or provided by the Customer that are transmitted over the Company network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.
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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.6 Customer Responsibility**

**2.6.1** All Customers assume general responsibilities in connection with the provisions and use of the Company service. When facilities, equipment, and/or communication systems provided by others are connected to Company facilities, the Customer assumes additional responsibilities. All Customers are responsible for the following:

- A.** The Customer is responsible for placing orders for service, paying all charges for service rendered by the Company and complying with all Company regulations governing the service. The Customer is also responsible for assuring that its users comply with regulations.
- B.** When placing an order for service, the Customer must provide:
  - 1. The names and addresses of the persons responsible for the payment of service charges, and
  - 2. The names, telephone numbers, and addresses of the Customer contact persons.
- C.** The Customer must pay the Company for the replacement or repair of Company equipment when the damage results from:
  - 1. The negligence or willful act of the Customer or user;
  - 2. Improper use of service; and
  - 3. Any use of equipment or service provided by others.
- D.** After receipt of payment for the damages, the Company will cooperate with the Customer in prosecuting a claim against any third party causing damage.

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

**2.6 Customer Responsibility, (Cont'd.)**

**2.6.2 Billing and Payment For Service**

**A. Responsibility for Charges**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

1. any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company;
2. any and all use of the services provided by the Company, including calls that the Customer did not individually authorize;
3. any calls placed by or through the Customer's equipment via any remote access feature(s);

Charges for installations, service connections, moves and rearrangements are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this Price List.

**B. Disputed Charges**

Any objections to billed charges must be reported to the Company or its billing agent in writing within thirty (30) days of the closing date printed on the invoice or statement issued to the Customer. Adjustments to Customers' account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

If the Customer is not satisfied with the resolution of bill disputes or other problems, the Customer can appeal to the Commission for final resolution of the problem.

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

**2.6 Customer Responsibility, (Cont'd.)**

**2.6.3 Taxes and Fees**

- A.** All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this Price List, but shall be listed as separate line items on the Customer bill.
- B.** To the extent that a municipality, other political subdivision or local agency of government, or commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- C.** Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.
- D.** The Company may adjust its rates or impose additional rates on its Customer to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others. The Company may also adjust its rates or impose additional rates to cover the administrative cost of collecting such charges or paying compensation to other entities. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access Company services.

**2.6.4 Late Payment Fees**

A late payment fee of 1.5% will be applied to a customer's bill when the previous month's bill has not been paid in full by the billing date and the balance is greater than \$20.00.

**2.6.5 Return Check Charge**

Customers will be charged \$25.00 on all checks issued to the Company which are returned due to insufficient funds. At the discretion of the Company, the insufficient funds check charge may be waived under appropriate circumstances (e.g., a bank error).

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

**2.6 Customer Responsibility, (Cont'd.)**

**2.6.6 Deposits**

- A.** To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Georgia Public Service Commission Rule 515-12-1.05(4). A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two and one-half months of the estimated charge for the service for the ensuing twelve months. A deposit may be required in addition to an advance payment. The sum of the advance payments and deposits will not exceed 2 ½ months' estimated monthly service charges.
- B.** Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- C.** Deposits will accrue interest annually at the required interest rate in accordance with Georgia Public Service Commission Rule 515-12-1.05(4)(b). Upon request of the Customer, accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date.
- D.** The Company shall annually and automatically refund, with interest, the deposits, of Customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

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

**2.6 Customer Responsibility, (Cont'd.)**

**2.6.7 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit. The sum of the advance payments and deposits will not exceed 2 ½ months' estimated monthly service charges.

**2.6.8 Cancellation by Customer**

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.



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INTEREXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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

**2.7 Refunds or Credits for Service Outages or Interruptions**

- 2.7.1** 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. Credits for service outages or interruptions are subject to the regulations listed below.
- 2.7.2** 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.
- 2.7.3** Credit allowances for interruption periods which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this Price List. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.
- 2.7.4** The Customer shall be responsible for the payment of service charges based upon time and materials for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- 2.7.5** For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than four (4) hours. The Customer shall be credited for an interruption of four (4) or more hours at the rate of 1/720th of the monthly charge for the services affected for each hour that the interruption continues. The formula used for computation of credits is as follows:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be 4 or more)

B = total monthly recurring charge for affected service.

- 2.7.6** For usage sensitive long distance services, credits will be limited to, a maximum, the price of the Initial Period of the individual call that was interrupted plus any per call charges or surcharges required to reconnect the caller.
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INTEREXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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

**2.8 Cancellation or Termination of Service by Customer**

**2.8.1** Customers of presubscribed long distance services may cancel service at any time by providing the Company with written or verbal notification. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the cancellation notice is received, whichever is later.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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

**2.9 Cancellation or Termination of Service by Company**

- 2.9.1** For nonpayment: The Company may terminate service to a Customer or Subscriber for nonpayment of undisputed charges upon five (5) days written notice to the Customer or Subscriber without incurring any liability for damages due to loss of telephone service to the Customer or Subscriber.
- 2.9.2** The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given five (5) days notice to comply with any rule or remedy any deficiency:
- A.** For non-compliance with or violation of any State, Municipal, or Federal law, ordinance or regulation pertaining to telephone service.
  - B.** For use of telephone service for any purpose other than that described in the application.
  - C.** For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
  - D.** For noncompliance with or violation of Commission regulation or the Company rules and regulations on file with the Commission.
  - E.** Without notice in the event of Customer, Subscriber or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
  - F.** Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
  - G.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer or Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
  - H.** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.
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INTEREXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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

**2.10 Interconnection**

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

**2.11 Terminal Equipment**

Company facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

**2.12 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and credit for the interruption is requested by the Customer.

**2.13 900, 976 and 700 Numbers**

The Company does not provide 900, 976 or 700 number services. Customer calls placed to these numbers are routed to the local or long distance carrier providing the service. Customers may contact their local exchange carrier or the carrier providing the service to request blocking of access to these numbers.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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

**2.14 Toll Free Services**

- 2.14.1** The Company will make every effort to reserve toll free (i.e., “800/888”) vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.14.2** The Company will participate in porting toll free numbers only when all charges incurred as a result of the toll free number have been paid.
- 2.14.3** Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this Price List, the Company will only honor Customer requests for a change in Responsible Organization or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.
- 2.14.4** If a Customer who has received a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available for use by another Customer.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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

**2.15 Other Rules**

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities of NXX exchanges, or by blocking calls using certain Personal Identification Numbers when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk.

**2.16 Countywide Calling**

Pursuant to O.C.G.A. Section 46-5-25.1, all calls originating and terminating within the same county are toll free.

**2.17 Discounts for Hearing Impaired Customers**

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll charges placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

TDD: The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and night/weekend rate during the evening rate period.

TRS: The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted at 25% of the applicable rate.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES**

**3.1 General**

The Company provides direct dialed outbound service, inbound toll free service, operator assisted service, and access to directory assistance for communications originating and terminating within the state. Long Distance service is only available in conjunction with Company local exchange service. Company services are available twenty-four hours per day, seven days a week. Intrastate service is offered in conjunction with interstate service. The minimum call completion rate shall be no less than 97%.

Customers are charged individually for each call placed through the Company network. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of the Company services and network.

**3.1.1 Service Area:**

**County-Wide Calling Plan**

Pursuant to O.C.G.A. Section 46-5-25.1, all calls originating and terminating within the same county are toll free.

**0-16 Mile Band Restriction**

Pursuant to O.C.G.A. Section 46-2-25.2, all calls originating and terminating between central offices that are within 16 miles of each other are toll free.

**0-22 Mile Band Restriction**

Pursuant to O.C.G.A. Section 46-2-25.3, selected routes originating and terminating between central offices that are within 22 miles of each other are toll free.

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**INTEREXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST**

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

**3.2 Timing of Calls**

Billing for calls placed over the Company's network is based in part on the duration of the call as follows, unless otherwise specified in this Price List:

- 3.2.1** Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2** Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3** The initial and additional billing increments are stated in the description of each service.
- 3.2.4** The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

**3.3 Rate Periods**

Unless otherwise specified, the appropriate rates apply for day, evening and night/weekend calls based on the following chart.

<b>Times</b>	<b>Mon</b>	<b>Tues</b>	<b>Wed</b>	<b>Thur</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>
8:00 am to 5:00 pm*	Daytime Period						
5:00 pm to 11:00 pm*	Evening Period						Eve.
11:00 pm to 8:00 am*	Night/Weekend Period						

\* - Up to, but not including.

**3.4 Emergency Calls**

No charge applies to emergency calls to recognized emergency numbers.

**3.5 Holidays**

The Company does not offer Holiday discounts.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

**3.6 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between the Rate Centers associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the industry standard "V" and "H" coordinates of the Rate Centers in the following manner:

- Step 1 -** Obtain the "V" and "H" coordinates for the Rate Center of the originating and the destination points.
- Step 2 -** Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the difference between the "H" coordinates.
- Step 3 -** Square the differences obtained in Step 2.
- Step 4 -** Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 -** Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 -** Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating points of the call.

**Formula:**

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

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

**3.7 Public Telephone Surcharge**

In order to recover Company expenses to comply with the FCC pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access The Company service and is unrelated to the Company service accessed from the pay telephone.

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

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

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

Rate per Call	\$0.35
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**INTEREXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST**

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

**3.8 MTS Service**

Access to MTS service is via local exchange company provided switched access only. The minimum MTS Service call duration for billing purposes is one minute. Additional usage is measured and rounded to the full minute increment for billing purposes.

**InterLATA**

Mileage	Day		Evening		Night/Weekend	
	Initial Period	Add'l. Period	Initial Period	Add'l. Period	Initial Period	Add'l. Period
0 - 10	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000
11 - 22	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000
23+	\$0.1900	\$0.1900	\$0.1500	\$0.1500	\$0.1400	\$0.1400

**IntraLATA**

Mileage	Day		Evening		Night/Weekend	
	Initial Period	Add'l. Period	Initial Period	Add'l. Period	Initial Period	Add'l. Period
0 - 10	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000
11 - 22	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000
23+	\$0.1100	\$0.1100	\$0.0900	\$0.0900	\$0.0900	\$0.0900

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

**3.9 Long Distance Service**

**3.9.1 IntraLATA Switched Service**

**A. IntraLATA Switched Service**

IntraLATA Switched Service is an outbound calling plan available to Customers who presubscribe to the any one of the Company local exchange services. Calls are billed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds.

Maximum Per Minute Rate: \$0.20

**3.9.2 InterLATA Toll Service**

**A. InterLATA Toll Service**

InterLATA Service Toll 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 eighteen (18) seconds.

Maximum Per Minute Rate: \$0.20

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

**3.10 Toll Free Services**

**3.10.1 Switched Toll Free**

Switched Toll Free Plan 1 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 eighteen (18) seconds. Rates are not mileage or time-of-day sensitive. A Monthly Recurring Charge applies in addition to usage rates.

Maximum Per Minute Rate:	\$0.20
Maximum Monthly Recurring Charge:	\$15.00

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

**3.11 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.

Maximum Per Minute Rate:      \$0.35

Maximum Set Up Charge:        \$4.00

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

**3.12 Directory Assistance**

Directory Assistance is available to the Company Customers. Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance:

	IntraLATA	InterLATA
Maximum Rate per Call:	\$1.25	\$1.25

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**SECTION 4 - PROMOTIONS**

**4.1 Demonstration of Service**

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

**4.2 Promotions - General**

From time to time the Company may 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, not to exceed one year, or by offering premiums or refunds of equivalent value.

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