

TELRITE CORPORATION

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

Regulations and rates applying to local exchange telecommunications services within the State of Indiana.

This tariff is on file with the Indiana Utility Regulatory Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business, 14500 Lochridge Blvd., Suite D, Covington, GA 30014.

This tariff complies with Indiana Utility Regulatory Commission rules and Indiana statutes applicable to the Company.

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Effective:

Issued By: Michael Geoffroy, Corporate Counsel
Telrite Corporation
14500 Lochridge Blvd., Suite D
Covington, Georgia 30014

CHECK SHEET

All pages of this Tariff are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

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TARIFF FORMAT SHEET

1. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. New pages may occasionally be added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 14 and 15 would be 14.1.
2. Page Revisions Numbers. Page Revision Numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page revision on file with the Public Utility Commission of Indiana. For example, the fourth revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods, *etc.*, the most current page number on file with the Commission is not always the tariff page in effect. Business Customers should consult with check sheet for the page currently in effect.
3. Paragraph Numbering Sequence. There are various levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
 - 1.
 - 1.1.
 - 1.1.1.
 - 1.1.1.A.
 - 1.1.1.A.1.
 - 1.1.A.1.(a)
 - 1.1.1.A.1.(a)(I)
 - 1.1.1.A.1.(a)(I)(i)
 - 1.1.1.A.1.(a)(I)(I)(1)
4. Check List of Effective Pages. When a tariff filing is made with the Commission, an updated Check List of Effective Pages (“Check List”) accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, *etc.*). Customers should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

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SYMBOLS USED IN THIS TARIFF

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

- D - Deleted or Discontinued Material
- I - Change Resulting In A Rate Increase
- M - Material Moved From Another Tariff Location
- N - New Material
- R - Change Resulting In A Rate Reduction
- T - Change In Text or Regulation But No Change In Rate or Charge

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange telecommunications services by Telrite Corporation, hereinafter referred to as the "Company" or "Telrite", to end-user customers within the State of Indiana.

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SECTION 1 - DEFINITIONS

Account - Either a Customer's physical location or individual Service represented by a unique account number within the Billing Hierarchy. Multiple Services each with a unique account number may be part of one physical location.

Alternative Local Exchange Carrier ("ALEC") or Competitive Local Exchange Carrier ("CLEC") - means any entity or person providing local exchange services in competition with an ILEC or LEC.

Application for Service - The Company order process that includes technical, billing and other descriptive information provided by the Customer that allows the Company to provide requested communications Services for the Customer and Customer's Authorized Users. Upon acceptance by the Company, the Application for Service becomes a binding contract between the Customer and the Company for the provision and acceptance of Services.

Authorization Code - A multi-digit code that enables a Customer to access the Company's network and enables the Company to identify the Customer's use for proper billing. Also called a Personal Identification Code or PIN.

Authorized User - A person, firm, or corporation, who is authorized by the Customer to be connected to the Service of the Customer.

Billing Hierarchy - Allows Customers to combine multiple accounts and Services into a single billing structure. Business Customers can choose whether to have all Services invoiced together, invoiced separately, or in any combination thereof. In addition, the Business Customer may specify where the invoices are to be sent and who is to receive them.

Business Hours - The phrase "business hours" means the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.

Business Office - The phrase "business office" means the primary location where the business operations of the Company are performed and where a copy of the Company's tariff is made available for public inspection.

Called Station - The terminating point of a call (*i.e.*, the called number).

Calling Station - The originating point of a call (*i.e.*, the calling number).

Calling Area - A specific geographic area so designated for the purpose of applying a specified rate structure.

Carrier - The term "Carrier" means Telrite Corporation

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SECTION 1 - DEFINITIONS (contd.)

Central Office - A Local Exchange Carrier's office where a Customer's lines are terminated for the purpose of offering local telephone service and to connect with interexchange carriers.

Competitive Local Exchange Carrier ("CLEC") or Alternative Local Exchange Carrier ("ALEC") - means any entity or person providing local exchange services in competition with an ILEC or LEC.

Commission - Indiana Utility Regulatory Commission ("I.U.R.C.")

Company - The term "Company" means Telrite Corporation

Customer - The person, firm, company, corporation, or other entity, having a communications requirement of its own that is responsible for the payment of charges and for compliance with this Tariff. See "End User".

Customer-Provided Equipment - Telecommunications equipment provided by a Customer used to originate calls using the Company's service located at the originating location.

Day - The term "day" means 8:00 A.M. to, but not including, 5:00 P.M. local time at the originating city, Monday through Friday, excluding Company specific holidays.

Delinquent or Delinquency - An account for which payment has not been made in full on or before the last day for timely payment.

Digital Transmission - Information transmitted in the form of digitally encoded signals.

End User - The ultimate user of the telecommunications services and who orders service and is responsible for payment of charges due in compliance with the Company's price list regulations. See "Customer".

Exchange Area - A geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified area where individual telephone exchange companies hold themselves out to provide communications services.

Facility (or Facilities) - Any item or items of communications plant or equipment used to provide or connect to the Company's Services.

FCC - Federal Communications Commission.

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SECTION 1 - DEFINITIONS (Contd.)

Holiday - The term "holiday" means 8:00 A.M. to, but not including, 11:00 P.M. local time at the originating city on all Company-specific holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

Incumbent Local Exchange Carrier ("ILEC") or Local Exchange Carrier ("LEC") - is any local exchange carrier that was as of February 8, 1996 deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. 69.601(b) of the FCC's regulations.

Incomplete Call - Any call where voice transmission between the calling party and the called station is not established (*i.e.*, busy, no answer, etc.).

Interexchange Carrier (IXC) - A common carrier that provides long distance domestic and international communication services to the public.

Local Access Transport Area ("LATA") - The phrase "Local Access Transport Area" means a geographical area established by the U.S. District Court for the District of Columbia in *United States v. Western Electric Co., Inc.*, 552 F. Supp. 131 (D.D.C. 1982), within which a local exchange company provides communication services.

Local Exchange Company (LEC) - A company that furnishes local exchange telephone services.

Local Exchange Service - is an arrangement which connects the residential End User's location to the LEC's network switching center, thereby allowing End User to transmit and receive local calls within the End User's local calling area, or expanded local calling area, if applicable.

Location - A physical premise to or from which the Company provides Service.

NXX - The designation for the first three digits of a local telephone number where N represents 2-9 and X represents 0-9.

Night/Weekend - The words "night/weekend" mean 11:00 P.M. to, but not including, 8:00 A.M. local time in the originating city, all day on Saturday, and all day Sunday, except from 5:00 P.M. to, but not including, 11:00 P.M.

Non-Business Hours - The phrase "non-business hours" means the time period after 5:00 P.M. and before 8:15 A.M., Monday through Friday, all day Saturday, Sunday, and on holidays.

NPA - An area code, otherwise called numbering plan area.

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SECTION 1 - DEFINITIONS (Contd.)

Other Common Carrier - The term "other common carrier" denotes a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications services.

Premises - A building or buildings on contiguous property (except railroad rights-of-way, etc.).

Primary Interexchange Carrier (PIC) - The interexchange carrier to which a switched access line is presubscribed.

Regular Billing - A standard bill sent in the customer's normal monthly billing cycle. This billing consists of one bill for each account assigned to the Customer with explanatory detail showing the derivation of the charges.

Residential Service - The phrase "residential service" means telecommunication services used primarily as nonbusiness service.

Services - The Company's regulated common carrier communications services provided under this Tariff.

Subscriber - The term "Customer" is synonymous with the term "subscriber".

Switch - The term "switch" denotes an electronic device that is used to provide circuit sharing, routing, and control.

Timely Payment - A payment on a Customer's account made on or before the due date.

Underlying Carrier - A provider of interstate and intraLATA telecommunications services from whom the Company acquires services that it resells to Customers.

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SECTION 2 - RULES AND REGULATIONS**2.1. Undertaking of the Company**

- 2.1.1. The Company undertakes to provide local exchange telecommunications services within the State of Indiana on the terms and conditions and at the rates and charges specified herein.
- 2.1.2. The Company installs, operates and maintains the communication Services provided hereunder in accordance with the terms and conditions set forth under this Tariff. It may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.3. The Company's Services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

2.2. Use of Service

- 2.2.1. Services provided under this Tariff may be used only for the transmission of communications in a manner consistent with the terms of this Tariff and regulations of the Federal Communications Commission.
- 2.2.2. Services provided under this Tariff shall not be used for unlawful purposes. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used in violation of the law.

2.3. Limitations

- 2.3.1. Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this Tariff. The obligation of the Company to provide Service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet the Customer's order for Service. The Company will make all reasonable efforts to secure the necessary facilities.
- 2.3.2. The Company reserves the right to limit or to allocate the use of existing facilities, or to additional facilities offered by the Company, when necessary because of lack of facilities, relevant resources, or due to causes beyond the Company's control. In addition, the Company reserves the right to discontinue Service when the Customer is using the Service in violation of law or the provisions of this Tariff.

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SECTION 2 - RULES AND REGULATIONS (Contd.)**2.3. Limitations (cont'd)**

- 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 nor for failure to establish connections.
- 2.3.4. The Company reserves the right to refuse service to Customers due to insufficient or invalid charging information.
- 2.3.5. The Company may block calls that are made to certain cities or central office exchanges, or use certain Authorization Codes as the Company, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Service.
- 2.3.6. The Company will use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. 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. The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at time that will cause the least inconvenience. When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.

2.4 Liabilities of the Company

- 2.4.1. The Company's liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the installation, provision, termination, maintenance, repair, or restoration occurring in the course of furnishing service, channels, or other facilities, and not caused by the negligence of the subscribers, commences upon activation of service. In no event does the Company's liability exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects occur. For the purposes of computing such amount, a month is considered to have thirty (30) days. Credit will be calculated pursuant to Section 2.9 of this Tariff.

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SECTION 2 - RULES AND REGULATIONS (Contd.)**2.4 Liabilities of the Company (contd.)**

- 2.4.2. When the facilities of other carriers are used in establishing connections to points not reached by the Company's facilities, the Company is not liable for any act or omission of the other carrier(s). The Customer will indemnify and save harmless the Company from any third-party claims for such damages referred to in Section 2.4.1.
- 2.4.3. The Company will not be responsible for consequential damages or lost profits suffered by a Customer as a result of interrupted or unsatisfactory service. The Company will not be liable for claims or damages resulting from or caused by: (i) Customer's fault, negligence or failure to perform Customer's responsibilities; (ii) claims against Customer by another party; (iii) any act or omission of any other party; or (iv) equipment or service furnished by a third party.
- 2.4.4. The Company does not guarantee or make any warranty with respect to any equipment provided by it or leased on the Customer's behalf where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liabilities whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, 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 directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used.
- 2.4.5. The Company is not liable for any defacement of, or damage to, the premises of a Customer resulting from the furnishing of services or the attachment of equipment, instruments, apparatus, and associated wiring furnished by the Company on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of the Company's negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company without written authorization. The Customer will indemnify and save harmless the Company from any claims of the owner of the Customer's premises or other third party claims for such damages.

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SECTION 2 - RULES AND REGULATIONS (Contd.)**2.4 Liabilities of the Company (contd.)**

- 2.4.6. The Company and Customer shall be excused from performance under this Tariff and under the application for service for any period, and to the extent that the party is prevented from performing any service pursuant hereto, in whole or in part, as a result of delays caused by the other party or an Act of God, governmental agency, war, civil disturbance, court order, lockouts or work stoppages or other labor difficulties, third party nonperformance (including the failure of performance for reasons beyond the control of common carriers, interexchange carriers, local exchange carriers, suppliers and subcontractors), or other cause beyond its reasonable control, including failures or fluctuations in electrical equipment, and such nonperformance shall not be deemed a violation of this Tariff or of the application for service or grounds for termination of service. Both parties retain all rights of recourse against any third parties for any failures which may create a force majeure condition for the other party.
- 2.4.7. The Company is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through Customer-provided equipment that are transmitted or carried on the Company network.
- 2.4.8. Where there is a connection via Customer-provided terminal equipment or Customer-provided communications systems, the point of demarcation shall be defined as the Company facility that provides interconnection. The Company shall not be held liable for Customer-provided access media or equipment. Any maintenance service or equipment arrangements shall be addressed on an individual case basis.
- 2.4.9. The Company will not be responsible if any changes in its service cause hardware or software not provided by the Company to become obsolete, require modification or alternation, or otherwise affect the performance of such hardware or software.
- 2.4.10. The Company shall use reasonable efforts to make services available by the estimated service date. The Company shall not be liable for any damages whatsoever resulting from delays in meeting the estimated service date due to delays resulting from normal installation procedures. Such delays shall include, but not be limited to delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, delays in actual construction work being done by our vendor(s), and any delays due to any LEC where the Company is relying solely upon such LEC to meet such estimated due date which is beyond the Company's control.

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SECTION 2 - RULES AND REGULATIONS (contd.)**2.4. Liabilities of the Company (contd.)**

- 2.4.11. With respect to the services, materials and equipment provided hereunder, the Company makes no promises, agreements, understandings, representations or warranties, expressed or implied, and hereby expressly disclaims all warranties, expressed or implied, not stated in this Tariff, and in particular disclaims all warranties of merchantability and fitness for a particular purpose.
- 2.4.12. For errors or omissions in listings in alphabetical telephone directories and information records furnished without additional charge, the Company shall have no liability.

Subject to the provision of Section 2.4 of this Tariff, the Company shall allow, for errors or omissions in alphabetical telephone directories (excluding the use of bold face type), or in information records, an amount within the following limits:

1. For listings in alphabetical telephone directories furnished at additional charge, as set forth herein, an amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission occurred.
2. For listings in the information records furnished at additional charge, as set forth herein, an amount not in excess of the charge for the listing during the period of omission or error.

2.5 Responsibilities of the Customer

- 2.5.1. The Customer must initiate a service order pursuant to Section 2.6 of this Tariff.
- 2.5.2. 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. The equipment the Company provides or installs at the Customer premises for use in connection with the service the Company offers shall not be used for any purpose other than for which it was provided.
- 2.5.3. The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or service. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices.

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SECTION 2 - RULES AND REGULATIONS (contd.)

- 2.5.4. The Customer shall be responsible for securing its telephone equipment against being used to place fraudulent calls using the Company's service. The Customer shall be responsible for payment of all applicable charges for services provided by the Company and charged to the Customer's accounts, even where those calls are originated by fraudulent means either from Customer's premises or from remote locations.
- 2.5.5. The Company shall be indemnified and held harmless by the Customer against claims of libel, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over the Company's service, against claims for infringement of patents arising from, combining with, or using in connection with, service, the Company's apparatus and systems of the Customer; against all other claims arising out of any act or omission of the member in connection with the Company's service. The Customer shall be liable for:
- 2.5.5.A. Loss due to theft, fire, flood, or other destruction of the Company's equipment or facilities on Customer's premises.
- 2.5.5.B. Reimbursing the Company for damages to facilities or equipment caused by the negligence or willful acts of the Customer's officers, employees, agents or contractors.
- 2.5.5.C. Charges incurred with interconnect or local operating companies for service or service calls made to the Customer's premises or on the Customer's leased or owned telephonic equipment unless the Company specifically authorizes said visit or repairs in advance of the occurrence and the Company agrees in advance to accept the liability for said repairs or visit.
- 2.5.5.D. Payment for all Company service charges incurred through usage or direct action on the part of the Customer.
- 2.5.6. The Customer may be required to verify in writing that it is duly authorized to order service at all locations designated by the Customer for service, and assumes financial responsibility for all locations designated by the Customer to receive the Company's services. If the verification (i.e., a letter of authorization) cannot be produced within five (5) calendar days of the request, the presubscription of the Customer's locations are considered unauthorized.

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SECTION 2 - RULES AND REGULATIONS (contd.)

- 2.5.7. The Customer shall not use the Company name, logo or trademark in any promotional materials, contracts, Tariffs, service bills, etc., without expressed written authorization from the Company. The Customer shall not use the Company name, logo or trademark in any pre-sale activities. The Customer is prohibited from using the Company's name or trademark on any of the Customer's products or services.
- 2.5.8. Customer may not assign or transfer any of its rights or services ordered without the prior written consent of the Company. The Company may assign any service orders to its parent company or any affiliate. The Company will notify Customers of any such assignment.

2.6 Application for Service

- 2.6.1. Applicants wishing to obtain service must initiate a service order which may include the Customer's authorization for the Company to instruct other carriers and vendors and the appropriate LEC to provide certain services on the Customer's behalf. The Company will obtain the proper authorization from the Customer where necessary, pursuant to Commission regulations. Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.
- 2.6.2. An Application for Service may be changed by Customer upon written notice to the Company, subject to acceptance and confirmation by the Company, provided that a charge shall apply to any change when the request is received by the Company after notification by the Company of the acceptance and confirmation. Such charge shall be the sum of the charges and costs for access facilities and other services and features and the lesser of (i) the monthly recurring rate for each service component that has been canceled as a result of the change times the appropriate minimum service period, plus the applicable installation or non-recurring charges, and (ii) the costs incurred by the Company in accommodating each change, less net salvage. The costs incurred by the Company will include the direct and indirect cost of facilities specifically provided or used, the costs of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.

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SECTION 2 - RULES AND REGULATIONS (contd.)**2.6. Application for Service (contd.)**

- 2.6.3. Where the Customer or applicant cancels an Application for Service prior to the start of installation of service, lease of network elements, or prior to the start of special construction, no charge applies. Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company shall apply, but in no case shall such charge exceed the charge for the minimum period of the service ordered, including applicable installation charges, if any. The costs incurred by the Company will include the direct and indirect costs of facilities specifically leased, provided or used; the cost of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.

2.7. Establishing Credit, Deposits and Advance Payments**2.7.1. Credit Requirement**

2.7.1.A. The Company may require an applicant for service to satisfactorily establish credit, pursuant to applicable I.U.R.C. rules and regulations, but such establishment of credit shall not relieve the end-user from complying with the Company's policy regarding the prompt payment of bills.

2.7.1.B. For the purposes of this rule, "applicant" is to be defined as a person who applies for service for the first time or reapplies at a new or existing location after a previous discontinuance of service; "customer" is defined as someone who is currently receiving service.

2.7.2. Reestablishment of Credit

Any applicant who previously has been an end-user of the Company and whose service has been discontinued for nonpayment of bills shall be required, before service is rendered, to pay all amounts due the Company or execute a deferred payment agreement.

2.7.3. Deposits and Interest

The Company does not require deposits at this time.

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SECTION 2 - RULES AND REGULATIONS (contd.)**2.8. Billing and Payment Procedures**

- 2.8.1. The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.
- 2.8.2. For billing of monthly charges, service is considered to be established upon the day in which the Company notifies the Customer of installation and testing of the Customer's services.
- 2.8.3. Usage charges will be billed monthly in arrears. Customer will be billed for all usage accrued beginning immediately upon access to the service. Customers will be billed for usage occurring during their specific 30-day billing cycle, which for purposes of computing charges shall be considered a month. The rates charged to a Customer will be the rates in effect on the first day of the Customer's billing cycle.
- 2.8.4. Monthly charges for all access service components, provided hereunder, are billed in advance of service and reflect the rates in effect as of the date of the invoice. A Customer's first invoice may contain charges from previous periods for service provided from the date of installation through the current invoice period.
- 2.8.5. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of the Company or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, or certain major credit cards. Customer payments are considered prompt when received by the Company or its agent by the due date on the bill. Amounts not paid by the due date on the bill will be considered past due. In the event that a postmark on a customer's payment received after the due date is not discernible, a three day mailing period will be presumed. If the last calendar day for remittance falls on a Sunday, legal holiday, or other day when the offices of the Company are not open to the general public, the final payment date shall be extended through the next business day. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills and make such payments in cash or the equivalent of cash.

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SECTION 2 - RULES AND REGULATIONS (contd.)**2.8. Billing and Payment Procedures (contd.)**

- 2.8.6. Any disputed charge may be brought to the Company's attention by verbal or written notification. In the case of a billing dispute between the Customer and the Company that cannot be settled to their mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection. The Customer may request an in-depth investigation into the disputed amount and a review by a Company manager. During the period that the disputed amount is under investigation, the Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, the Company may discontinue service. In the event the dispute is not resolved, the Company shall inform the customer that the customer has the option to pursue the matter with the I.U.R.C.
- 2.8.7. The Customer is responsible to pay the Company for all toll calls or other third party charges resulting from the origination of calls to points outside the local exchange and for charges or calls billed to the Customer's number.
- 2.8.8. The Company may assess up to a twenty-five dollar (\$25) charge for each returned check or credit card chargeback.
- 2.8.9. If service is suspended/disconnected by the Company in accordance with the provisions of the Tariff and later restored, restoration of service will be subject to all applicable installation charges.
- 2.8.10. Pursuant to I.U.R.C. rules, when circumstances prevent customers from paying their invoices in full, the Company may make special accommodations to assist customers by setting up a regular payment plan. Payment plans are only set up at the request of the customer. Payment plans are intended to function as a short-term solution and will be reviewed and approved on an individual case basis.

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SECTION 2 - RULES AND REGULATIONS (contd.)**2.9. Interruption of Service**

- 2.9.1. Credit allowance for the interruption of service that is not due to the Company's testing or adjusting, negligence of the Customer or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer or end-user shall ascertain that the trouble is not being caused by any action or omission by the Customer within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.

An adjustment or refund shall be made:

1. Automatically, if the service interruption lasts for more than forty-eight (48) hours after being reported to the Company and the adjustment or refund exceeds \$1.00 in amount; and
 2. Upon subscriber oral or written request, if the service interruption lasts twenty-four (24) to forty-eight (48) hours after being reported to the company and the adjustment or refund exceeds \$1.00 in amount.
- 2.9.2. For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.9.3. The Customer shall be credited for an interruption at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

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

"A" - outage time in hours

"B" - total monthly charge for affected facility

- 2.9.4. If written notice of a dispute as to charges is not received by the Company within 180 days of the date a bill is issued, such charges shall be deemed to be correct and binding on the Customer.

2.10. Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

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SECTION 2 - RULES AND REGULATIONS (contd.)**2.11. Disconnection of Service by Customer**

- 2.11.1. By giving notice, Customer may disconnect service at any time following its minimum service requirement(s).
- 2.11.2. The Customer will be responsible for all charges until the disconnect is effected. For nonusage sensitive charges, Customer will be liable for the entire monthly recurring charge during the month Customer's service terminates. If the Customer disconnects service prior to the end of a term plan, the termination liabilities associated with the term plan will apply.
- 2.11.3. If a customer purchases the Company's bundled offering and subsequently disconnects the Company's local service and purchases local service from a different carrier, the customer can contact the Company to obtain the proper PIC code for the third-party provider of long-distance services.

2.12. Cancellation for Cause

- 2.12.1 The Company may discontinue service or cancel an application for service, pursuant to applicable Commission rules, without incurring any liability for any of the following reasons:
 - A. Nonpayment of a bill for regulated telecommunications services within the period;
 - B. Failure to comply with deposit or guarantee arrangements;
 - C. Violation of the company's rules pertaining to the use of service in a manner which interferes with the service of others or to the operation of nonstandard equipment, if the customer has first been notified and provided with reasonable opportunity to remedy the situation;
 - D. Where subsequent credit information indicates that the initial application for service was falsified to the extent that a deposit or guarantee would be required or service refused under the applicable sections of this tariff;
 - E. Where a dangerous or emergency condition exists for as long as the condition exists.
- 2.12.2 Service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.
- 2.12.3 The company shall make reasonable effort to have a personal or telephone contact with the customer prior to disconnection.

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SECTION 2 - RULES AND REGULATIONS (contd.)**2.13. Notice and Communication**

- 2.13.1. The Customer shall designate on the Application for Service an address to which the Company shall mail or deliver all notices and other communications, except that the Company may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.13.2. The Company shall designate on the Application for Service 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.
- 2.13.3. All notices or other communications required to be given pursuant to this Tariff shall be made in writing to Telrite at 14500 Lochridge Blvd., Suite D, Covington, GA 30014 or by calling (678) 625-7720. 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.
- 2.13.4. 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.

2.14. Taxes, Surcharges and Utility Fees

Customer is responsible for the payment of all federal, state and local taxes, surcharges, utility fees, or other similar fees (*i.e.*, sales tax, municipal utilities tax, 911 surcharges or fees) that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this Tariff. These charges will appear as separate line items on the Customer's bill and are not included in the rates contained in this Tariff.

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SECTION 2 - RULES AND REGULATIONS (contd.)

2.15. **Customer Billing Inquiries**

Any customer who has a question regarding his/her telephone bill may contact the Company toll free at (866) 890-4135, or at 14500 Lochridge Blvd., Suite D, Covington, GA 30014.

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SECTION 3 - DESCRIPTION OF SERVICES**3.1. Local Exchange Telecommunications Services**

3.1.1. **General** – Local Exchange Telecommunications Services consist of the services offered pursuant to this Tariff, either individually or in combination. Each service is offered independently of the other and is offered via the Company's facilities, conventional network elements purchased from other local exchange carriers, or via resale of facilities of other local exchange carriers for the transmission of one-way or two-way communications, unless otherwise noted. A connection to the Company's switching network enables the Customer to:

1. receive calls from other stations on the public switched telephone network;
2. access the Company's Local Exchange calling services as set forth in this Tariff;
3. access intrastate, interstate and international calling services provided by the and other certified common carriers;
4. access toll-free telecommunications services such as 800 NPA;
5. access 9-1-1 service for emergency calling; and
6. access other operator and directory assistance services.

3.1.2. **Service Description** - Service provides Residential and Business Customers with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office exchanges included in the Customer's local calling area.

3.1.2.A. Business Services - Business Services provide the Customer with the general telecommunications services listed in Section 3.1.1 of this Tariff with the following modifications, limitations and restrictions:

1. Business Services cannot be used to originate calls to caller-paid information services (e.g., N.A. 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company at no charge to the customer, unless otherwise requested by customer to be unblocked.
2. Service is furnished only for use by the Business Customer, guests, employees and business associates.

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SECTION 3 - DESCRIPTION OF SERVICES (contd.)**3.1. Telecommunications Services (cont'd)****3.1.2. Local Exchange Service (cont'd)****3.1.2.A. Business Services**

3. Service is available whenever the use of the service is primarily or substantially of a business, professional institution or otherwise occupation nature, or where the listing required is such as to indicate business use. Business rates are applicable to:
 - a. Offices, stores, factories, boarding houses, offices of hotels and apartment houses, colleges, public, private or parochial schools, hospitals, nursing homes, libraries, institutions, churches and all other establishments of a strictly business nature.
 - b. Any location where a business designation is provided or when a title indicating a trade, occupation or profession is listed.
 - c. Service terminating solely on the answering service facilities of a telephone answering firm will carry business rates.
 - d. Residential locations where the Business customer has no regular business telephone service and the use of the service by the Business Customer, members of the household, or guests is of a business nature as may be indicated by advertising through newspapers, handbills, billboards, circulars, business cards, or otherwise.

3.1.2.B. Residential Services - Residential Services provide the Customer with the general telecommunications services listed in Section 3.1.1 of this Tariff and is not available to those locations governed by Section 3.1.2.A.

1. Calls to caller-paid information services (e.g., N.A. 900, NXX 976, etc.) will be blocked by the Company at no charge to the customer, upon customer request.

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SECTION 3 - DESCRIPTION OF SERVICES (contd.)**3.1. Telecommunications Services (cont'd)****3.1.3 Service Areas and Local Calling Scopes**

3.1.3.A. The Company provides residential and business telecommunications services, as described in this tariff, within the SBC Indiana (Ameritech) and Verizon exchanges within the State of Indiana. The Company hereby mirrors the Map and Legal Description tariffs of SBC Indiana (Ameritech) and Verizon to identify its service territory. Any future modifications to these exchange boundaries or legal descriptions of these boundaries will be automatically mirrored by the Company on a going forward basis. If not mirrored, new detailed maps and legal descriptions on an individual exchange basis will be filed with the I.U.R.C. for approval.

3.1.3.B. Local Calling Scopes

The Company hereby mirrors the local calling scopes as described in Section 1 of Ameritech's Exchange Access Service Tariff. Any future modifications to these local calling scopes will be automatically mirrored by the Company on a going forward basis. If not mirrored, new detailed local calling scopes on an individual exchange basis will be filed with the commission for approval.

3.1.4. Local Exchange Services**3.1.4.A. Residential**

Residential Service provides the Customer with a single, voice-grade, DTMF communications channel. Each Local Line will include a telephone number, as well as access to the services specified. Residential Service is that service furnished in:

1. Private homes or apartments, including all parts of the subscriber's domestic establishment, for domestic use and not for substantial occupational use;
2. In the study of a clergyman located in a church;
3. In a college fraternity or sorority house, college dormitories, convents and monasteries for domestic rather than occupational use in residential quarters.

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SECTION 3 - DESCRIPTION OF SERVICES (contd.)

3.1. Telecommunications Services (cont'd)
3.1.4. Local Services

3.1.4.B. Business

The Company's Business Services are offered for local calling using the facilities of the Company's authorized underlying Local Exchange Carrier(s). The Company's Business Services are offered primarily to the following:

1. Offices, stores, factories, mines and all other places of a strictly business nature;
2. Offices of hotels, boarding houses, apartment houses, colleges, quarters occupied by clubs and fraternal societies, public, private or parochial schools, hospitals, nursing homes, libraries, churches, and other institutions; and
3. Services terminating solely on the secretarial facilities of a telephone answering bureau.

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SECTION 3 - DESCRIPTION OF SERVICES (contd.)**3.1. Telecommunications Services (cont'd)**

3.1.5 Non-Recurring Service Charges - Service charges may apply to all residential and business customers who subscribe to any of the Company's local service plans or request a move and/or change of certain types of telecommunications services.

3.1.5.A. The Installation Charge is a per order, nonrecurring charge that applies as follows:

1. Installation of local exchange service to a customer's premises for the first time.
2. Installation of additional local exchange access lines to a customer's premises.
3. A change in location of customer's equipment or service from one premise to another.
4. A temporary suspension of service at the customer's request or to change the telephone number to which suspended service calls are referred.
5. A request to change from one type of hunting arrangement to another, or rearrange central office hunting lines.
6. A restoration of service due to disconnection from nonpayment of bill for telecommunications services.

3.1.5.B. No installation charges will apply to customers converting their existing local phone service, as is, from the incumbent LEC to the Company. This also applies to existing Company customers who change their local calling plans.

3.1.5.C. An Order Processing Fee applies as follows, on a per order basis:

1. A telephone number change made at the customer's request.
2. A change to/from the company's Regional Service.
3. The addition or deletion of any Custom Calling Feature listed in Section 3.1.8; Caller ID Service listed in Section 3.1.9; Multi-Line Hunting Service listed in Section 3.1.10; or Toll Restriction Service listed in Section 3.1.14.

The Order Processing Fee will not apply to the first customer initiated change to a line made subsequent to original service order placement.

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SECTION 3 - DESCRIPTION OF SERVICES (contd.)**3.1. Telecommunications Services (cont'd)****3.1.5 Non-Recurring Service Charges (contd.)**

3.1.5.D. A Reconnect Fee will be applied on a per line basis for service that is restored due to suspension from nonpayment of bill for telecommunications services.

3.1.5.E. A Referral Message Fee applies to active Company customers who request a referral message as a result of a telephone number change.

3.1.6. Operator Assisted Services

3.1.6.A. Operator Handled Calling - Operator Handled Calling Service is provided to Customers and Users of the Company's local exchange service. The Company will follow the standards set forth by the Commission, to include:

1. The Company will not bill for incomplete calls where answer supervision is available. The Company will remove any charges for incomplete calls upon customer notification or Company's knowledge.
2. The caller and billed party, if different from the caller, will be advised of the name of the operator service provider at the time of the initial contact.
3. Rate quotes will be given upon request, at no charge, including all rate components and any additional charges.
4. Only tariffed rates approved by the Commission for the Company shall appear on any local exchange telephone company billings.
5. If local exchange company billing services are used, the name of the operator service provider will be listed on the bill if the local exchange company has multicarrier billing ability.
6. The Company will employ reasonable calling card verification procedures, acceptable to the telephone company issuing the calling card.
7. The Company will route all 0- or 00- emergency calls in the quickest possible manner to the appropriate local emergency service provider, at no charge.
8. Upon request, the Company will transfer calls to, or advise how to reach, other authorized interexchange carriers or the local exchange company, if billing can list the caller's actual origination point.
9. The Company will refuse operator services to traffic aggregators which block access to other companies.

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SECTION 3 - DESCRIPTION OF SERVICES (contd.)**3.1. Telecommunications Services (cont'd)****3.1.6. Operator Assisted Services (cont'd)****3.1.6.A. Operator Handled Calling (cont'd)**

10. The Company will assure that traffic aggregators will post and display information including: (1) that the Company is the operator service provider; (2) detailed complaint procedures; and (3) instructions informing the caller on procedures to reach the local exchange carrier operator and other authorized interexchange carriers.

In addition to charges that would otherwise apply pursuant to other Sections of this Tariff, each operator call will be assessed a charge(s) as set forth within.

1. Person-to-Person - Calls completed with the assistance of a Company operator to a particular person, station, department or PBX extension specified by the calling party.
2. Station-to-Station - Operator assisted calls other than Person-to-Person, including intraLATA collect and third party billed calls. Collect calls to coin telephones and transfers of charges to third telephones that are coin telephones will not be accepted.

3.1.6.B. Directory Assistance - A service provided to Customers and Users of the Company's local exchange service that allows them to obtain directory assistance by calling the Directory Assistance operator.

1. Directory Assistance charges apply for all requests for which the Company's facilities are used. A maximum of two requested telephone numbers is permitted per Directory Assistance call. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.
2. Non-published telephone numbers are not available from Directory Assistance Service.
3. No credit will be given for requested numbers that are non-published, or for requested telephone numbers that are not found in the directory.

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SECTION 3 - DESCRIPTION OF SERVICES (contd.)**3.1. Telecommunications Services (cont'd)****3.1.6. Operator Assisted Services (cont'd)****3.1.6.B. Directory Assistance (contd.)**

4. A credit will be given for calls to Directory Assistance when the Customer experiences poor transmission or is cut-off during the call;
5. To receive a credit, the Customer must notify the operator or Business Office of the problem experienced.

3.1.6.C. Directory Assistance Call Completion - 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 three types of Directory Assistance Call Completion (DACC) offered are as follows:

1. Semi -Automated - The customer receives the requested directory number and then requests the operator to provide call completion to the requested number.
2. Fully-Automated - The customer receives the requested directory number from an automated voice system. The customer accepts DACC by depressing "1" from a touch-tone telephone when prompted by the DACC announcement.
3. Person-to-Person - The customer receives the requested directory number and then requests the operator to complete the call to a specified person.

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SECTION 3 - DESCRIPTION OF SERVICES (Contd.)**3.1. Telecommunications Services (cont'd)****3.1.6. Operator Assisted Services (cont'd)**

3.1.6.D. Busy Line Verification and Line Interrupt Service - Upon request of a calling party, the Company will verify a busy condition on a called line.

1. The operator will determine if the line is clear or in use and report to the calling party.
2. The operator will interrupt the call on the called line only if the calling party indicates an emergency.
3. A charge will apply when:
 - (a) The operator verifies that the line is busy.
 - (b) The operator verifies that the line is available for incoming calls.
 - (c) The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.
4. No charge will apply:
 - (a) When the calling party advises that the call is to or from an official public emergency agency.
 - (b) Under conditions other than those specified within, preceding.
5. Busy verification and 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.

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SECTION 3 - DESCRIPTION OF SERVICES (contd.)**3.1. Telecommunications Services (cont'd)**

3.1.7. **Telephone Directory Service** - The Company, through its interconnection agreement, will provide telephone directory services to its Customers. This includes listings in the White Pages directory and directory assistance database. The following telephone directory services are offered:

3.1.7.A. **Primary Listing** – Primary directory listing in both the White Pages and Directory Assistance database. The listing is the actual name of the customer to whom the service is rendered, with the following exceptions:

1. For residential customers, the listing may be in the name of a member of the customer's family or household. A dual name listing may be provided for two (2) persons who share the same surname and reside at the same address (*i.e.*, John and Jane Doe), or for a person known by two first names.
2. For business customers, the listing may be in the name of the business or of a member, officer, employee, or representative of the business. The listing may also include the name of a division, branch or department.
3. In the case of a business line operating at a residence, a dual name listing may be provided as described in #1 above.

3.1.7.B. **White Pages Directory(s)** - This service provides for the annual delivery of the White Pages directory. One (1) directory per residential household and one (1) directory per business line will be provided at no charge. Additional directories can be purchased at the request of the customer.

3.1.7.C. **Non-Listed Service** - For customers who desire their telephone numbers to be omitted from the White Pages directory, but NOT the directory assistance database.

3.1.7.D. **Non-Published Service** - For customers who desire their telephone number to be omitted from the White Pages directory, as well as the directory assistance database.

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SECTION 3 - DESCRIPTION OF SERVICES (contd.)**3.1. Telecommunications Services (cont'd)****3.1.7. Telephone Directory Service (cont'd)**

3.1.7.E. Extra Listings – In connection with local exchange service, additional listings are available. Special types of additional listings are as follows:

1. Duplicate Listing – Duplicate listings, i.e., listings of nicknames, abbreviated names, names which are commonly spelled in more than one way, and rearrangements of names are permitted when, in the opinion of the Company, they are not desired to secure a preferential position in the directory or for advertising purposes.
2. Alternate Listing – Listing of an alternate telephone number to be called in case no answer is received at the primary call number or indicating an alternate telephone number to be called during certain periods or under certain circumstances in preference to the primary call number is permitted for customers to all classes of service. A phrase necessary to direct the method of calling and giving the number to call may be provided as an alternate listing.
3. Foreign Listing - Used when a customer desires a listing in a directory published in an exchange other than the exchange serving the customer.
4. Cross-Reference Listings – Cross-reference listings cover (1) names which are commonly spelled in more than one way; (2) names of formerly existing businesses which have been superseded by that of the customer; and (3) rearrangement of names when such rearrangement is not for the purpose of securing a preferential position in the directory or for advertising purposes. Listings consist of a name, a reference to the primary listing, and, if desired, a telephone number. Such listings do not include an address.

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SECTION 3 - DESCRIPTION OF SERVICES (contd.)**3.1. Telecommunications Services (cont'd)****3.1.8. Custom Calling Features**

3.1.8.A. Service Offerings available to Customer's and End Users of the Company's local exchange service on local access lines only, subject to availability from the central office serving the customer:

1. Repeat Dialing - Enables the customer to redial automatically the last outgoing telephone number. If the telephone number is busy, Auto Redial will keep trying to call the number for a maximum of thirty (30) minutes, beginning with the customer's activation of Repeat Dialing, in an attempt to establish the call. The customer will be signaled with a distinctive ring when the call can be completed. Repeat Dialing is available as a monthly plan or on a per use basis. Per use functionality is automatically provisioned on all lines. The customer may request to have Repeat Dialing taken off its lines.
2. Call Screening - Enables the customer to block calls from pre-selected telephone numbers and/or the last incoming call (without knowing the number). To block specified telephone numbers, the customer builds a screening list of up to 31 telephone numbers. To block an unknown number after receiving a call, the customer enters a code to add the number to their screening list. If facilities are unavailable to provide incoming call screening via the customer's list, standard call completion will occur. Customers whose telephone numbers are blocked are directed to a recorded announcement.
3. Call Forwarding - Enables the customer to transfer all incoming calls to another telephone number within the exchange or on the Long Distance Telecommunications Network. The Call Forwarding customer is responsible for the payment of charges (e.g., toll charges) for each call between his Call Forwarding-equipped telephone and the telephone to which the call is being forwarded.

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SECTION 3 - DESCRIPTION OF SERVICES (contd.)

- 3.1. Telecommunications Services (contd)
3.1.8. Custom Calling Features (contd.)
3.1.8.A. Service Offerings (contd.)

3. Call Forwarding (contd.)

Includes Busy Line and Don't Answer features, as defined below. Customer may decline these additional features.

Call Forwarding - Busy Line allows incoming calls that encounter a busy condition to be forwarded to a pre-designated telephone number within the exchange or on the Long Distance Telecommunications Network.

Call Forwarding - Don't Answer allows incoming calls which are not answered after a pre-determined number of rings to be automatically forwarded to a pre-designated telephone number within the exchange or on the Long Distance Telecommunications Network.

4. Automatic Callback - Enables the customer to redial automatically the last incoming telephone number. If that telephone number is busy, Call Return will keep trying to call the number for a maximum of thirty (30) minutes beginning with the customer's activation of Automatic Callback in an attempt to establish the call. The customer will be signaled with a distinctive ring when the call can be completed. This service will not function if the calling party's telephone number has been Call Forwarded. Also, this service will not function from a line that does not have an associated telephone number, e.g., multi-line hunting groups. Automatic Callback is available as a monthly plan or on a per use basis. Per use functionality is automatically provisioned on all lines. The customer may request to have the per use functionality taken off its lines.

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SECTION 3 - DESCRIPTION OF SERVICES (contd.)**3.1. Telecommunications Services (contd.)****3.1.8. Custom Calling Features (contd.)****3.1.8.A. Service Offerings (contd.)**

5. Call Waiting - Alerts a customer who is using his telephone that another caller is trying to reach him. Where facilities permit, Call Waiting subscribers may deactivate Call Waiting for the duration of one call. Call Waiting is automatically reactivated for the next originating or terminating call.

6. Multi-Ring Service - Multi-Ring Service permits a customer to establish up to three telephone numbers on the same access line and to distinguish calls to each number by distinctive incoming ring patterns. The billing telephone number is the "master" number and the other telephone numbers are "dependent" numbers. The standard ringing pattern is provided for the master number while distinctive ringing patterns are provided for a maximum of two dependent numbers.

When a Multi-Ring Service customer subscribes to any Call Forwarding feature, dependent numbers can either be forwarded to the same number as the master number or receive no forwarding treatment at all.

When a Multi-Ring Service customer subscribes to Call Waiting, incoming calls to the master number will activate the standard Call Waiting tone. Incoming calls to the dependent numbers will activate a distinctive Call Waiting tone per dependent number.

A directory listing is furnished per telephone number. When a customer requests the dependent numbers to be nonpublished or nonlisted, the Company will provide without charge. However, if the master number and all dependent numbers are nonpublished and/or nonlisted, the appropriate monthly rate is applicable to the master number.

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SECTION 3 - DESCRIPTION OF SERVICES (contd.)**3.1. Telecommunications Services (contd.)****3.1.8. Custom Calling Features (contd.)****3.1.8.A. Service Offerings (contd.)**

7. Speed Calling - Enables a customer to place calls to other telephone numbers by dialing a one- or two-digit code rather than the complete telephone number. Customer may store up to eight (8) or thirty (30) telephone numbers.
 8. Three-Way Calling - Enables a customer to add a third party to an existing call without operator assistance, thereby establishing a three-way conversation.
- 3.1.8.B. Calling features are subject to availability of facilities and compatibility with central office equipment, access lines, and customer premises equipment.
- 3.1.8.C. Repeat Dialing, Call Screening, Automatic Callback, and Call Forwarding are functional when both the call originating customer and the call terminating customer are served from central offices capable of sending and receiving the Calling Party Number (CPN) and are linked by appropriate facilities.
- 3.1.8.D. Services with call forwarding capabilities (including Call Forwarding, Call Forwarding-Busy Line, Call Forwarding-Don't Answer) cannot be used on a continual basis to expand the local calling scope beyond that available to a customer's premise.

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SECTION 3 - DESCRIPTION OF SERVICES (contd.)

3.1. Telecommunications Services (contd.)

3.1.9 RESERVED FOR FUTURE USE.

3.1.10. **Multi-Line Hunting Service** - This service is used to establish hunting arrangements between two or more of a customer's local exchange service access lines, and is available to Business and Residential Customers. Customers may choose from one of the following hunt group arrangements:

3.1.10.A. Series Hunting - The hunt for an idle access line starts with the called access line in a prearranged hunt group and ends with the last access line in the hunt group, completing the call to the first idle access line encountered. Unless the first access line in the hunt group is called, only a portion of the access line group is hunted.

3.1.10.B. Circle Hunting - Permits a complete hunt over all the access lines in a prearranged access line hunt group. If no idle access line is encountered, the hunting will continue until it reaches the access line that was originally called.

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SECTION 3 - DESCRIPTION OF SERVICES**3.1. Telecommunications Services (cont'd)****3.1.10. Multi-Line Hunting Service (contd.)**

3.1.10.C. Preferential Hunting - Individual access lines in an access line hunt group may have an associated preferential hunt list. This hunt list specifies a hunting sequence over a predetermined subset or preferential arrangement of up to 18 access lines before proceeding to hunt through the remaining access line hunt group.

Each hunt group arrangement is subject to availability in the customer's serving central office switch. All of the lines in a hunt group arrangement must be of the same class of service (*i.e.*, same local calling plan).

3.1.11. **Maintenance of Service** - The Customer shall be responsible for the payment of all related charges for each service call by a Company employee or contractor to the customer's premises where the service difficulty or trouble results from the use of terminal equipment, communications systems or premises cable and wire on the customer's side of the demarcation point.

3.1.11.A Standard Service Call Charge - Applies for each dispatch during a normally scheduled work day where a technician is on duty. A normally scheduled work day is defined as 8AM to 5PM, Monday through Friday. If more than one technician is dispatched in conjunction with the same trouble report, the charge applies to each technician. This charge also applies to dispatches during a normally scheduled work day where the technician(s) could not access the premises.

3.1.11.B Emergency Service Call Charge - Applies for each dispatch outside a normally scheduled work day where an off duty technician is called in to perform the work. If more than one technician is dispatched in conjunction with the same trouble report, the charge applies to each technician.

3.1.11.C NID Move Charge - Applies for each dispatch related to relocating the customer's Network Interface Device (NID). This charge is in addition to either the Standard or Emergency Repair Charge, which will be determined based on the time of the dispatch.

3.1.12. **Individual Case Basis (ICB) Arrangements** - For special situations, rates for specialized services will be determined on an Individual Case Basis and specified by agreement between the Company and the Customer.

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SECTION 3 - DESCRIPTION OF SERVICES**3.1. Telecommunications Services (contd.)**

3.1.13. **9-1-1 Telecommunication Service** - All terms and conditions set forth in this Section are applicable to the services as defined in this Tariff.

3.1.13.A. Service Overview

1. The Company is obligated to supply the E-911 service provider in the Company's service area with accurate information necessary to update the E-911 database at the time the Company submits customer orders to the local exchange telecommunications company whose service is being resold pursuant to these tariffs.
2. At the time the Company provides basic local service to a customer by means of the Company's own cable pair, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions in the E-911 service provider's equipment in order to accurately and properly update the database for E-911.
3. The Company will be obligated to provide facilities to route calls from the end users to the proper Public Safety Answering Point. The Company recognizes the authority of the E-911 customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.
4. The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity.

3.1.13.B. Regulations

1. This offering is limited to the provision and use of the digits 9-1-1 as the Universal Emergency Telephone Number (Code).
2. 9-1-1 Service is one-way service only.
2. The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial, the digits 9-1-1 or to any other person who may be affected by the dialing of the digits 9-1-1. The Company's entire liability arising out of the provision of 9-1-1 Service under this tariff shall be limited as set forth in this Section and in the Rules.

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SECTION 3 - DESCRIPTION OF SERVICES (contd.)**3.1. Telecommunications Services (contd.)**

- 3.1.14. **Toll Restriction Service** - An optional, central office activated, service which prohibits anyone from originating a direct dialed (1+) or an operator assisted (0 or 0+) outgoing long distance call from a designated local exchange access line. Any such calls, when attempted, will be routed to a central office announcement which will inform the user that long distance calls are restricted from that line.

Toll Restriction Service will be provided as follows:

- 3.1.14.A. Toll Restriction Service can be placed on any Company local access line where the customer has subscribed to one of the Company's local service plans.
- 3.1.14.B. For business multi-line hunt groups, each local access line in the hunting group must be equipped with Toll Restriction Service.
- 3.1.14.C. Toll Restriction Service are *not* provided on PBX trunks.
- 3.1.14.D. Toll Restriction Service is subject to availability in the central office serving the customer.
- 3.1.14.E. The types of outbound long distance calls that are restricted are as follows:
1. Any direct dialed 1+ long distance call. Examples include (1+Area Code+xxx-xxxx), (1+xxx-xxxx), (five-digit carrier access code + 1+xxx-xxxx), or (five-digit carrier access code + 1+Area Code+xxx-xxxx).
 2. Any local or long distance 0+ or 0 call, ***even in the event of an emergency***. Examples include (0+Area Code+xxx-xxxx), (0+xxx-xxxx), (five-digit carrier access code + 0+xxx-xxxx), or (five-digit carrier access code + 0+Area Code+xxx-xxxx).
 3. Any Directory Assistance call for local or long distance numbers. Examples include (1+411) and (1+555-1212).
 4. Any call placed to a local DIAL 976 telephone number. Example (976-xxxx).
 5. Any call to an emergency telephone number if it is a long distance call.
- 3.1.14.F. The customer indemnifies and saves harmless the Company from any and all claims, losses and damages that may be caused by Toll Restriction Service.

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SECTION 4 - RATES AND CHARGES
4.1. Basic Local Exchange Service:

4.1.1. **Flat Rate Service** - All rates are per service order, except as noted.

| | Business <u>MRC</u> | Residence <u>MRC</u> |
|---|------------------------|-------------------------|
| Rate Group 1 (1 - 60,000 main terminals) | \$31.93 | \$9.75 |
| Rate Group 2 (60,001 - 216,000 main terminals) | \$37.75 | \$10.48 |
| Rate Group 3 (216,001 - 350,000 main terminals) | \$37.75 | \$11.51 |
| Rate Group 4 (350,001 + main terminals) | \$37.75 | \$11.51 |

4.1.2. **Measured Rate Service** - Monthly call allowance is 45 calls for Residence customers and 60 calls for Business customers.

| | Business <u>MRC</u> | Residence <u>MRC</u> |
|---|------------------------|-------------------------|
| Rate Group 1 (1 - 60,000 main terminals) | \$20.17 | \$6.48 |
| Rate Group 2 (60,001 - 216,000 main terminals) | \$20.17 | \$6.48 |
| Rate Group 3 (216,001 - 350,000 main terminals) | \$20.17 | \$6.48 |
| Rate Group 4 (350,001 + main terminals) | \$26.09 | \$6.48 |

Each call over allowance stated above is charged at the rate set forth below:

| | Business <u>NRC</u> | Residence <u>NRC</u> |
|----------|------------------------|-------------------------|
| Per Call | \$0.16 | \$0.21 |

Suburban Zone Service

Zone charges apply where service is furnished outside the Base Rate Area.

| | Business <u>NRC</u> |
|--------|------------------------|
| Zone 1 | \$2.55 |
| Zone 2 | \$2.55 |

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SECTION 4 - RATES AND CHARGES (contd.)**4.2. PBX Trunks:**

4.2.1. **Flat Rate Service** - All rates are per service order, except as noted.

| | Business <u>MRC</u> |
|---|------------------------|
| Rate Group 1 (1 - 60,000 main terminals) | \$35.95 |
| Rate Group 2 (60,001 - 216,000 main terminals) | \$38.95 |
| Rate Group 3 (216,001 - 350,000 main terminals) | \$38.95 |
| Rate Group 4 (350,001 + main terminals) | \$38.95 |

4.2.2. **Measured Rate Service** - PBX Trunk customers have a 60 call monthly allowance.

| | Business <u>MRC</u> |
|---|------------------------|
| Rate Group 1 (1 - 60,000 main terminals) | \$21.95 |
| Rate Group 2 (60,001 - 216,000 main terminals) | \$21.95 |
| Rate Group 3 (216,001 - 350,000 main terminals) | \$21.95 |
| Rate Group 4 (350,001 + main terminals) | \$26.95 |

Each call over allowance stated above is charged at the rate set forth below:

| | Business <u>NRC</u> |
|----------|------------------------|
| Per Call | \$0.16 |

Suburban Zone Service

Zone charges apply where service is furnished outside the Base Rate Area.

| | Business <u>NRC</u> |
|--------|------------------------|
| Zone 1 | \$2.55 |
| Zone 2 | \$2.55 |

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SECTION 4 - RATES AND CHARGES (contd.)**4.3. Service Charges:**

- 4.3.1 **Service Request Charge** - Apply to the receiving, recording, and processing of a customer's request. Does not apply to subsequent additions or changes if initiated within 90 days of a residence initial service connection.

| | Business <u>NRC</u> | Residence <u>NRC</u> |
|---|------------------------|-------------------------|
| Initial Service Connection | \$39.00 | \$27.00 |
| Subsequent Inside Moves, Changes or Additions | \$26.00 | \$14.00 |

- 4.3.2 **Line Connection Charge** - Applies to performance of work operations associated with the line extending from the serving central office to the customer's premises including, but not limited to, c.o. connections, cable cross connections, and connecting drop wire and protector.

| | Business <u>NRC</u> | Residence <u>NRC</u> |
|-----------------|------------------------|-------------------------|
| Line Connection | \$20.00 | \$20.00 |

- 4.3.3 **Records Work Only Charge** - Applies to the receiving, recording, processing and taking action in connection with customer requested changes or additions to records only, including directory listings.

| | Business <u>NRC</u> | Residence <u>NRC</u> |
|--------------|------------------------|-------------------------|
| Records Work | \$17.00 | \$9.00 |

- 4.3.4 **Premises Work Charges** - Applies for customer requested installations, moves or changes of network facility on customer's premises.

| | Business <u>NRC</u> | Residence <u>NRC</u> |
|-----------------------------------|------------------------|-------------------------|
| Initial 15 minutes | \$21.00 | \$21.00 |
| Additional 15 minutes or fraction | \$8.50 | \$8.50 |

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SECTION 4 - RATES AND CHARGES (contd.)

- 4.3.5 **Maintenance of Service Charge**, per visit - Resolution of difficulty when it is determined that the difficulty was due to a condition in the customer-provided terminal equipment, communications system, or accessory associated with the service. Repair visits due to trouble in inside wire are also subject to this charge.

| | Business <u>NRC</u> | Residence <u>NRC</u> |
|----------------------------------|------------------------|-------------------------|
| Residence & Single Line Business | \$51.00 | \$51.00 |
| Multi-Line Business | \$115.00 | |

- 4.4 **Charter Number Service** - Allows customers to retain and port their current telephone number to another wire center within the same rate center.

| | Business <u>NRC</u> | Residence <u>NRC</u> |
|------------------------|------------------------|-------------------------|
| Charter Number Service | \$20.00 | \$20.00 |

- 4.5 **FCC End User Common Line:**

| | Business <u>MRC</u> | Residence <u>MRC</u> |
|-----------------------------|------------------------|-------------------------|
| Primary Residential Line | n/a | \$5.52 |
| Additional Residential Line | n/a | \$5.52 |
| Single Line Business | \$5.52 | n/a |
| Multi-Line Business | \$5.52 | n/a |

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SECTION 4 - RATES AND CHARGES (contd.)**4.6 FCC Universal Service Charge:**

| | Business <u>MRC</u> | Residence <u>MRC</u> |
|-----------------------------|------------------------|-------------------------|
| Primary Residential Line | n/a | \$0.56 |
| Additional Residential Line | n/a | \$0.56 |
| Single Line Business | \$0.56 | n/a |
| Multi-Line Business | \$1.19 | n/a |
| Per PBX Trunk | \$1.19 | n/a |

4.7 PIC Change Charge:

| | Business <u>NRC</u> | Residence <u>NRC</u> |
|----------------|------------------------|-------------------------|
| per occurrence | \$5.00 | \$5.00 |

4.8 Direct Inward Dialing (DID) - Non-recurring charge applies to first group of DID numbers only.

| | Business <u>NRC</u> | Business <u>MRC</u> |
|------------------------------|------------------------|------------------------|
| Each group of 20 DID Numbers | \$400.00 | \$4.35 |

4.9 DID Trunk Termination - Required in addition to exchange line rate.

| | Business <u>NRC</u> | Business <u>MRC</u> |
|---|------------------------|------------------------|
| Each DID Trunk Termination in Central Office | \$68.00 | \$25.25 |

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SECTION 4 - RATES AND CHARGES (contd.)**4.10 Identified Outward Dialing:**

| | <u>Business NRC</u> | <u>Business MRC</u> |
|---|-------------------------|-------------------------|
| First 10 lines in a group Termination Charge | \$5,580.00 | \$292.00 |
| 11 th - 50 th line, each line Termination Charge | \$540.00 | \$28.50 |
| 51 st line +, each line Termination Charge | \$270.00 | 14,30 |

4.11 Hunting Service:

| | <u>Business NRC</u> | <u>Business MRC</u> | <u>Residence NRC</u> | <u>Residence MRC</u> |
|-----------------|-------------------------|-------------------------|--------------------------|--------------------------|
| Hunting Service | \$39.00 | \$0.00 | \$27.00 | \$0.00 |

4.12 Features (Non-Package): Non-recurring charge applies when features are added subsequent to initial installation.

| | <u>Business NRC</u> | <u>Business MRC</u> | <u>Residence NRC</u> | <u>Residence MRC</u> |
|--------------------------------|-------------------------|-------------------------|--------------------------|--------------------------|
| Call Waiting | n/a | \$4.38 | n/a | \$3.75 |
| Call Forwarding | n/a | \$3.95 | n/a | \$3.00 |
| Three Way Calling | n/a | \$3.85 | n/a | \$3.50 |
| Speed Calling 8 Code | n/a | \$3.95 | n/a | \$2.95 |
| Speed Calling 30 Code | n/a | \$4.38 | n/a | \$3.38 |
| Privacy Manager | n/a | \$6.00 | n/a | \$6.49 |
| Anonymous Call Rejection | n/a | n/a | n/a | \$3.00 |
| Busy Line Transfer | n/a | \$0.75 | n/a | \$0.75 |
| Alternate Answering | n/a | \$0.75 | n/a | \$0.75 |
| Customer Control Option | n/a | \$1.00 | n/a | \$1.00 |
| Easy Call | n/a | \$1.50 | n/a | \$1.50 |
| Distinctive Ring 1 | \$26.00 | \$5.50 | \$14.00 | \$2.95 |
| Distinctive Ring 2 | \$26.00 | \$5.50 | \$14.00 | \$2.95 |
| Star Code Access to Voice Mail | n/a | \$0.30 | n/a | \$0.30 |
| Remote Call Forwarding | \$10.00 | \$19.20 | \$10.00 | \$19.20 |

Customer Control Option allows customers with Alternate Answering and/or Busy Line Transfer to activate and deactivate the service.

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SECTION 4 - RATES AND CHARGES (contd.)**4.13 Advanced Custom Calling Features:**

| | Business <u>NRC</u> | Business <u>MRC</u> | Residence <u>NRC</u> | Residence <u>MRC</u> |
|-----------------------------------|------------------------|------------------------|-------------------------|-------------------------|
| Call Return ¹ | n/a | \$5.00 | n/a | \$5.99 |
| Repeat Dialing ² | n/a | \$5.50 | n/a | \$5.99 |
| Call Screening | n/a | \$5.50 | n/a | \$5.99 |
| Talking Call Waiting ³ | | | n/a | \$3.49 |
| Distinctive Ring ⁴ | | | n/a | \$3.99 |

1 - Available on a \$1.99 per use basis for business customers.

2 - Available on a \$0.75 per use basis.

3 - In addition to Call Waiting rate.

4 - Designates a distinctive ring on up to 5 numbers from which calls have been forwarded.

4.14 Toll Restriction:

| | Business <u>NRC</u> | Business <u>MRC</u> | Residence <u>NRC</u> | Residence <u>MRC</u> |
|------------------|------------------------|------------------------|-------------------------|-------------------------|
| Toll Restriction | n/a | n/a | \$14.00 | \$5.95 |

4.15 Operator Intercept:

| | Business <u>NRC</u> | Business <u>MRC</u> | Residence <u>NRC</u> | Residence <u>MRC</u> |
|---------------------------|------------------------|------------------------|-------------------------|-------------------------|
| Temporary Number Referral | \$39.00 | \$12.50 | \$27.00 | \$7.95 |

4.16 Directory Listings:

| | Business <u>NRC</u> | Business <u>MRC</u> | Residence <u>NRC</u> | Residence <u>MRC</u> |
|---------------------|------------------------|------------------------|-------------------------|-------------------------|
| Non-Listed | \$17.00 | \$2.25 | \$9.00 | \$2.25 |
| Non-Published | \$17.00 | \$3.50 | \$9.00 | \$3.50 |
| Additional Listings | \$17.00 | \$6.00 | \$9.00 | \$2.49 |

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SECTION 4 - RATES AND CHARGES (contd.)**4.17 Local and IntraLATA Operator Service Charges:**

| | <u>Per Call</u> |
|--|-----------------|
| Customer Dialed Calling Card - Automated | \$1.65 |
| Operator Assisted Calling Card | \$2.95 |
| Operator Station Collect | \$3.95 |
| Billed To Third Party | \$4.95 |
| Person-to-Person | \$8.95 |
| | |
| Busy Line Verification | \$6.00 |
| Busy Line Interrupt | \$13.00 |

4.18 IntraLATA MTS Rates:

Peak rates apply from 7:00 a.m. to 7:00 p.m. Monday through Friday. Day rates apply 7:00 a.m. to 7:00 p.m. Monday through Friday.

| | Business | | Residence | |
|---------------|------------------------------------|-------------------|-----------------------------------|-------------------|
| | Peak <u>1st Min.</u> | Peak Addt Min. | Day <u>1st Min.</u> | Day Addt. Min. |
| 1 - 16 miles | \$0.360 | \$0.360 | \$0.280 | \$0.280 |
| 17 - 30 miles | \$0.360 | \$0.360 | \$0.280 | \$0.280 |
| 31 - 55 miles | \$0.360 | \$0.360 | \$0.280 | \$0.280 |
| 56 + miles | \$0.360 | \$0.360 | \$0.280 | \$0.280 |

Off-Peak rates apply from 7:00 p.m. to 7:00 a.m. Monday through Friday and all times Saturday and Sunday. Evening rates apply from 7:00 p.m. to 7:00 a.m. Monday through Friday.

| | Business | | Residence | |
|---------------|--|-----------------------|---------------------------------------|-----------------------|
| | Off-Peak <u>1st Min.</u> | Off-Peak Addt Min. | Evening <u>1st Min.</u> | Evening Addt. Min. |
| 1 - 16 miles | \$0.320 | \$0.320 | \$0.240 | \$0.240 |
| 17 - 30 miles | \$0.320 | \$0.320 | \$0.240 | \$0.240 |
| 31 - 55 miles | \$0.320 | \$0.320 | \$0.240 | \$0.240 |
| 56 + miles | \$0.320 | \$0.320 | \$0.240 | \$0.240 |

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SECTION 4 - RATES AND CHARGES (contd.)**4.18 IntraLATA MTS Rates: (contd.)**

Night/Weekend rates apply all times Saturday and Sunday.

| | Residence | |
|---------------|----------------------------|-------------------|
| | N/WE | N/WE |
| | <u>1st Min.</u> | <u>Addt. Min.</u> |
| 1 - 16 miles | \$0.200 | \$0.200 |
| 17 - 30 miles | \$0.200 | \$0.200 |
| 31 - 55 miles | \$0.200 | \$0.200 |
| 56 + miles | \$0.200 | \$0.200 |

4.19 IntraLATA OSP Rates:

Peak rates apply from 8:00 a.m. to 5:00 p.m. Monday through Friday.

| | Business | | Residence | |
|---------------|----------------------------|------------------|----------------------------|-------------------|
| | Peak | Peak | Peak | Peak |
| | <u>1st Min.</u> | <u>Addt Min.</u> | <u>1st Min.</u> | <u>Addt. Min.</u> |
| 1 - 16 miles | \$0.450 | \$0.450 | \$0.450 | \$0.450 |
| 17 - 30 miles | \$0.450 | \$0.450 | \$0.450 | \$0.450 |
| 31 - 55 miles | \$0.450 | \$0.450 | \$0.450 | \$0.450 |
| 56 + miles | \$0.450 | \$0.450 | \$0.450 | \$0.450 |

Off-Peak rates apply from 5:00 p.m. to 8:00 a.m. Monday through Friday and all times Saturday and Sunday.

| | Business | | Residence | |
|---------------|----------------------------|------------------|----------------------------|-------------------|
| | Off-Peak | Off-Peak | Off-Peak | Off-Peak |
| | <u>1st Min.</u> | <u>Addt Min.</u> | <u>1st Min.</u> | <u>Addt. Min.</u> |
| 1 - 16 miles | \$0.450 | \$0.450 | \$0.450 | \$0.450 |
| 17 - 30 miles | \$0.450 | \$0.450 | \$0.450 | \$0.450 |
| 31 - 55 miles | \$0.450 | \$0.450 | \$0.450 | \$0.450 |
| 56 + miles | \$0.450 | \$0.450 | \$0.450 | \$0.450 |

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SECTION 4 - RATES AND CHARGES (contd.)**4.20 Local and Toll Directory Assistance:**

| | <u>Per Call</u> | <u>Per Call</u> |
|-------------------|-----------------|-----------------|
| Direct Dialed | \$1.25 | \$1.25 |
| Operator Assisted | \$1.40 | \$1.40 |

4.21 National Directory Assistance:

| | <u>Per Call</u> | <u>Per Call</u> |
|-------------------------------|-----------------|-----------------|
| National Directory Assistance | \$1.25 | \$1.25 |

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SECTION 5 - PROMOTIONS AND DISCOUNTS

5.0. General

The Company, from time to time, may make promotional offerings of its services, which may include waiving or reducing the applicable charges for the promoted service. Promotions will be filed as separate tariff sheets under this Section 5.

All promotions will be limited in duration, and will identify a definite, reasonable time period during which the promotion will be in effect. A promotion may also be limited as to the locations where the offerings are made. A promotion may also, if so designated, provide for its conclusion upon the occurrence of a promotion-related event that is reasonable certain to occur, although the timing may not be certain.

Promotions will be implemented with at least one day's notice prior to the effective date of each promotion.

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