

TERMS AND CONDITIONS OF BASIC SERVICE
APPLYING TO END-USER
COMMUNICATION SERVICES WITHIN
THE STATE OF TEXAS

This price guide sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user communications services by Ohio First Communications LLC hereinafter referred to as the Company, to customers within the State of Texas.

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DEFINITIONS

Certain terms used generally throughout this price guide are defined below.

Account Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Advance Payment: Part or all of payment required before the start of service.

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the company operator.

Automatic Number Identification (ANI): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Bit: The smallest unit of information in the binary system of notation.

Call Back/Camp on: Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

Call Forwarding:

Call Forwarding Station: Allows calls directed to a station line to be routed to a user defined line inside or outside the customer's telephone system.

Call Forwarding System: Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the customer's telephone system.

Call Forwarding Remote: This optional feature allows a user to activate/deactivate the Call Forwarding - All calls feature or change the forwarded to telephone number from a remote location.

Call Forwarding Busy: Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

DEFINITIONS

Call Forwarding Don't Answer: Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Variable Limited: When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

Call Forwarding Variable Unlimited: The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line user. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes on-hook.

Call Park: Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

Call Pickup: Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a customer group.

Call Transfer: Allows a station line user to transfer any established call to another station line inside or outside the customer group without the assistance of the attendant.

Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switchhook flash.

Communication Services: The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

DEFINITIONS

Company: Ohio First Communications LLC, the issuer of this price guide.

Customer or Subscriber: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's rules.

Dial Pulse (or ADP@): The pulse type employed by rotary dial station sets.

Direct Inward Dial (or ADID@): A service attribute that routes incoming calls directly to stations, bypassing a central answering point.

Direct Outward Dial(or ADOD@): A service attribute that allows individual station users to access and dial outside numbers directly.

Do Not Disturb: Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

DSX-1 Panel: Distribution equipment used to terminate and administer DSI (1.544 Mbps) circuits.

Dual Tone Multi-Frequency (or ADTMF@): The pulse type employed by tone dial station sets.

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

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

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Joint User: A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by the company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

DEFINITIONS

Kbps: Kilobits per second, denotes thousands of bits per second.

Last Number Redial: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Exchange Carrier or (ALEC@): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Mbps: Megabits, denotes millions of bits per second.

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

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

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

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this price guide, but the duration of the service is calculated from the Service Commencement Date.

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

DEFINITIONS

Speed Calling: Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer-changeable.

System: Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Station: Allows a station line user to add, change or delete telephone numbers from a speed calling list. The list is dedicated to the individual station line user.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

User or End User: A customer, Joint User, or any other person authorized by a Customer to use service provided under this price guide.

RULES2.1 Undertaking of the Company2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this price guide in connection with one-way and/or two-way information transmission between points within the State of Texas.

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

RULES2.1 Undertaking of the Company (Con' t)2.1.2 Shortage of Equipment or Facilities

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

RULES2.1 Undertaking of the Company (Cont' d)2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this price guide, a month is considered to have 30 days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this price guide. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) In accordance with state law, terms of the Agreement will automatically renew for continuous one year periods at the end of the applicable initial or renewal term period unless otherwise expressly specified as a longer or shorter renewal period in your specific Agreement or unless First Communications receives a written request for non-renewal or a written notice of disconnection/cancellation from you at least 60 days prior to the end of the applicable term. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) In any action between the parties to enforce any provision of this price guide, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

RULES2.1 Undertaking of the Company (Cont' d)2.1.3 Terms and Conditions (Cont' d)

- (E) Service may be terminated upon written notice to the Customer if:
 - 1) the Customer is using the service in violation of this price guide; or
 - 2) the Customer is using the service in violation of the law.
- (F) This price guide shall be interpreted and governed by the laws of the State of Texas regardless of its choice of laws provision.
- (G) No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (H) To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

RULES2.1 Undertaking of the Company (Cont' d)2.1.4 Liability of the Company

- (A) The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of such allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company' s employees or agents.

- (B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

RULES2.1 Undertaking of the Company (Cont' d)2.1.4 Liability of the Company (Cont' d)

- (C) The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- (D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- (E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.

RULES2.1 Undertaking of the Company (Cont' d)2.1.4 Liability of the Company (Cont'd)

- (F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company' s agents or employees.
- (G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer' s use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer' s own communications.
- (H) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- (L) **THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.**

RULES2.1 Undertaking of the Company (Cont' d)2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

RULES2.1 Undertaking of the Company (Cont'd)2.1.6 Provisions of Equipment and Facilities

- (A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with this price guide. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- (B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- (D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than for that which it was provided by the Company.

RULES2.1 Undertaking of the Company (Cont'd)2.1.6 Provisions Of Equipment and Facilities (Cont'd)

- (E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any other party than the Company, including but not limited to the Customer.
- (F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this price guide, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price guide and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2) the reception of signals by Customer-provided equipment.

RULES2.1 Undertaking of the Company (Cont'd)2.1.7 Non-routine Installation

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

RULES2.1 Undertaking of the Company (Cont'd)2.1.8 Special Construction

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

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

2.1.9 Ownership of Facilities

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

RULES2.2 Prohibited Uses

- (A) 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.
- (B) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Texas Public Utility Commission regulations, policies, orders, and decisions.
- (C) The Company may require a Customer to immediately shut down transmission of signals if said transmission is causing interference to others.
- (D) A customer, joint user, or authorized user may not assign in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this will apply.

RULES2.3 Obligations of the Customer2.3.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this price guide;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these rules; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

RULES2.3 Obligations of the Customer (Cont'd)2.3.1 General(Cont'd)

- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be born entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

RULES2.3 Obligation of the Customer (Cont'd)2.3.1 General (Cont'd)

- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or rights-of-way for which Customer is responsible under Section 2.3.1 (D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period in which service is interrupted for such purposes.

RULES2.3 Obligation2.3.2 Claim

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

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

RULES2.4 Customer Equipment and Channels2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this price guide. 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 guide.

2.4.2 Station Equipment

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

RULES2.4 Customer Equipment and Channels (Cont'd)2.4.3 Interconnection of Facilities

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

RULES2.4 Customer Equipment and Channels (Cont'd)2.4.4 Inspections

- (A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with requirements set forth in Section 2.4.2(B) for the installation, operation, maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

RULES2.5 Payment Arrangements2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

(A) Taxes

The Customer is responsible for payment of all sales, use, gross receipts, excise, access or local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

2.5.2 Billing and Collection of Charges

- (A) Non-recurring charges are due and payable from the customer within 30 days after the invoice date, unless otherwise agreed to in advance.
- (B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the billing period in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods. Billing periods may be other than calendar months at the Company's discretion.

RULES2.5 Payment Arrangements (Cont'd)2.5.2 Billing and Collection of Charges (Cont'd)

- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this price guide or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) If any portion of the payment is received by the Company after the due date, or if any portion of the payment is received by the Company in funds that are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the due date, multiplied by the lesser of the highest percentage allowable by the Texas Public Utility Commission or a late factor of 1.5% per month, or a flat rate of \$3.50, whichever is greater.
- (F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company that a financial institution refused to honor.
- (G) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credit.
- (H) If service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.
- (I) Any bill not paid by the due date imprinted on the bill shall be considered a delinquent bill. The Company will pursue any and all remedies at law and equity to ensure payment of delinquent bills, including suspension and disconnection of service according to the terms and conditions of this price guide. The Customer is liable to the Company for all costs of collection on delinquent bills, including attorney's fees.

RULES2.5 Payment Arrangements (Cont'd)2.5.3 Advance Payment

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

RULES2.5 Payment Arrangements (Cont'd)2.5.4 Deposits

- (A) To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
- 1) two month's charges for a service or facility that has a minimum payment period of one month; or
 - 2) the charges that would apply for the minimum payment period for a service or facility that has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- (B) A deposit may be required in addition to an advance payment.
- (C) When service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- (D) Deposits held will accrue interest at a rate determined by the Company without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

RULES2.5 Payment Arrangements (Cont'd)2.5.5 Discontinuance of Service

- (A) Upon nonpayment of any amounts owing to the Company, the Company may, be giving 24 hours prior written notice to the Customer, discontinue or suspend service without liability.
- (B) Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

RULES2.5 Payment Arrangements (Cont'd)2.5.5 Discontinuance of Service (Cont'd)

- (D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- (F) In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- (G) Upon the Company's discontinuance of service to the Customer under Section 2.5.5(A) or 2.5.5(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this price guide, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such service would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

RULES2.5 Payment Arrangements (Cont'd)2.5.6 Cancellation of Application for Service

- (A) Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general, and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

RULES2.5 Payment Arrangements (Cont'd)2.5.6 Cancellation of Application for Service (Cont'd)

- (D) The special charges described in 2.5.6(A) through 2.5.6(C) will be calculated and applied on a case-by-case basis.

2.5.7 Changes in Service Requested

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

2.6 Allowance for Interruption in Service

Interruption in service that is not due to the negligence of, or noncompliance with the provisions of this price guide by, the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this price guide. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

RULES2.6 Allowances for Interruption of Service (Cont'd)2.6.1 Credit for Interruptions (Cont'd)

- (B) For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive credit.
- (C) A credit allowance will be given for interruption of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

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

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

RULES2.6 Allowance for Interruption in Service (Cont'd)2.6.1 Credit for Interruptions (Cont'd)C) (Cont'd)

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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

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

RULES2.6 Allowance for Interruption in Service (Cont'd)2.6.2 Limitation on Allowances

No credit will be made for:

- (A) interruption due to the negligence of, or noncompliance with the provisions of this price guide by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (B) interruption due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (C) interruptions due to the failure or malfunction of non-Company equipment;
- (D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (F) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- (G) interruption of service due to circumstances or causes beyond the control of the Company.

RULES2.6 Allowances for Interruptions in Service (Cont'd)2.6.3 Cancellation For Service Interruption

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

RULES2.7 Use of Customer's Service by Others2.7.1 Resale and Sharing

Any service provided under this price guide may be resold to or shared with other persons at the option of the Customer, subject to compliance with any applicable laws or Texas Public Utility Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this price guide, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.7.2 Joint Use Arrangements

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

RULES2.8 Cancellation of Service

If a Customer cancels a Service Order or terminates service before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

The Customer's termination liability for cancellation of service shall be equal to:

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

RULES2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- (A) to any subsidiary, parent company or affiliate of the Company; or
- (B) pursuant to any sale or transfer of substantially all the assets of the Company; or
- (C) pursuant to any financing, merger or reorganization of the Company.

2.10 Notices and Communications

- (A) The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- (B) The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- (C) All notices or other communications required to be given pursuant to this price guide will be in writing. Notices and other Communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

RULES2.10 Notices and Communications (Cont'd)

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

2.11 Operator Services Rules

- (A) The Company will enforce the following operator service rules.

A provider of intrastate operator assisted communications services must:

- 1) identify itself at the time the end-user accesses its services;
- 2) upon request, quote all rates and charges for its services to the end-user accessing its system;
- 3) arrange to have posted in plain view at each telephone location which automatically accesses the operator service provider's network and where its services are made available to the public or transient end-users:
 - (a) the operator service provider's name and address;
 - (b) bill and service dispute calling information including the operator service provider's dispute resolution phone number.
 - (c) clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and
 - (d) notice concerning any and all amounts to be billed by the operator services provider on behalf of any host location or third party that will appear on the operator service provider's bill for services rendered.

RULES2.11 Operator Services Rules (Cont'd)(A) (Cont'd)

- 4) in instances when the provider is unable to complete the call and it requires transfer to another telephone corporation that may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and
- 5) in the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates
- 6) and charges, before any charges are incurred.

(B) The Company will comply with the following provisions:

- 1) Providers of intrastate operator assisted communications services shall not take any, action or enter into any arrangement that restricts end-user selection among competing interexchange telephone corporations or end-users access to competing providers of intrastate operator assisted communications services, or pay any commissions or other compensation to any entity engaged in such action or arrangement.

APPLICATION OF RATES3.1 Introduction

The terms set forth in this section govern the application of rates for services contained in other sections of this price guide.

3.2 Charges Based on Duration of Use

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

- (A) Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up next to the whole unit.
- (B) Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- (C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- (D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- (E) All times refer to local time.

APPLICATION OF RATES3.2 Rates Based Upon Distance

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

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

APPLICATION OF RATES3.3 Rates Based Upon Distance (Cont'd)

(B) The airline distance between any two rate centers is determined as follows:

- 1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center from the Bellcore Local Exchange Routing guide referenced in Section 3.3(A).
- 2) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- 3) Square each difference obtained in step (2) above.
- 4) Add the square of the "V" difference and the square of the "H" difference obtained in the step (3) above.
- 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- 6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

SERVICE AREAS4.1 Cities, Counties, and Exchanges

Listed below are the Cities, Counties and Exchanges serviced by Ohio First Communications. Our footprint mirrors that of AT&T Texas. The counties and cities listed to the right of each exchange are served by that exchange. Portions of the counties and cities listed may be served by other local exchange companies.

<u>Exchange</u>	<u>Counties</u>	<u>Cities</u>
Abilene	Callahan Jones Taylor	Abilene Impact Tye
Adamsville	Coryell Lampasas	None
Alamo-Pharr-San Juan	Hidalgo	Alamo Pharr San Juan
Albany	Haskell Shackelford Stephens Throckmorton	Albany
Alice	Duval Jim Wells Kleberg	Alice
Allen	Collin	Allen Fairview Lucas Parker Plano
Allison	Hemphill Wheeler	None
Alpine	Brewster Presidio	Alpine
Alvarado	Johnson	Alvarado
Alvin	Brazoria Galveston	Alvin Friendswood Hillcrest Village
Amarillo	Armstrong Carson Potter Randall	Amarillo Lake Tanglewood Palisades Village Timbercreek Canyon Village

SERVICE AREAS

<u>Exchange</u>	<u>Counties</u>	<u>Cities</u>
Angleton	Brazoria	Angleton Bailey's Prairie Danbury Holiday Lakes Lake Jackson
Anna	Collin Grayson	Anna Westminister
Anson	Jones	Anson
Anthony	El Paso	Anthony Vinton
Asherton	Dimmit	Asherton
Atlanta	Bowie	Atlanta
Cass	Domino	
Aubrey	Denton	Queen City Aubrey Cross Roads Krugerville Lincoln Park
Austin	Bastrop Caldwell Hays Travis Williamson	Austin Bee Cave Briarcliff Cedar Park Creedmoor Jonestown Lago Vista Lakeway Leander Manor Mustang Ridge Pflugerville Rollingwood Round Rock San Leanna Sunset Valley West Lake Hills
Bandera	Bandera	Bandera
Bartlett	Medina Bell Milam Williamson	Bartlett
Bastrop	Bastrop Travis	Bastrop

SERVICE AREAS

<u>Exchange</u>	<u>Counties</u>	<u>Cities</u>
Benavides	Duval	Benavides
Big Spring	Glasscock	Big Spring
	Howard	
Big Wells	Dimmit	Big Wells
	Zavala	
Borger	Carson	Borger
	Hutchinson	
Bowie	Montague	Bowie
Brackettville	Edwards	Brackettville
	Kinney	Spofford
Breckenridge	Shackelford	Breckenridge
	Stephens	
Brenham	Austin	Brenham
	Washington	
Bridge City	Orange	Bridge City
Brownsville	Cameron	Brownsville
	Rancho Viejo	
Bruni	Duval	None
	Webb	
Buna	Jasper	None
	Newton	
Burkburnett	Wichita	Burkburnett
Calvert	Milam	Calvert
	Robertson	
Cameron	Milam	Cameron
Campbellton	Atascosa	Campbellton
	Live Oak	
	McMullen	
Canadian	Hemphill	Canadian
	Lipscomb	
	Roberts	
Canutillo	El Paso	None
Canyon	Randall	Canyon
Carrizo Springs	Dimmit	Carrizo Springs
	Zavala	
Carthage	Panola	Carthage
Castroville	Bexar	Castroville
	Medina	

SERVICE AREAS

<u>Exchange</u>	<u>Counties</u>	<u>Cities</u>
Catarina	Dimmit	None Webb
Celina	Collin Denton Grayson	Celina Weston
Center	San Augustine Shelby	Center
Childress Chillicothe	Childress Hardeman Wilbarger	Childress Chillicothe
China Chireno Christine	Jefferson Nacogdoches Atascosa McMullen	China Chireno Christine
Cisco	Callahan Eastland	Cisco
Cleburne	Johnson Joshua Keene	Cleburne
Cleveland	Liberty Montgomery San Jacinto	Cleveland North Cleveland
Clint Clute-Lake Jackson	El Paso Brazoria Lake Jackson Richwood	Clint Clute
Colorado City	Mitchell Scurry	Colorado City
Columbus	Colorado Fayette	Columbus
Combine	Dallas Kaufman	Combine
Corpus Christi	Kenedy Kleberg Nueces	Corpus Christi
Corrigan	Polk Trinity	Corrigan Seven Oaks

SERVICE AREAS

<u>Exchange</u>	<u>Counties</u>	<u>Cities</u>
Corsicana	Navarro	Angus Corsicana Eureka Mildred Mustang Navarro Oak Valley Retreat
Cotulla Crandall Crane	La Salle Kaufman Crane Upton Dimmit	Cotulla Crandall Crane
Crystal City		Crystal City Zavala
Cuero	De Witt Gonzales Victoria	Cuero
Cypress Dallas	Harris Collin Dallas Ellis	None Addison Balch Springs
	Kaufman Rockwall Tarrant	Carrollton Cedar Hill Cockrell Hill Coppell Dallas De Soto Duncanville Farmers Branch Garland Glenn Heights Grand Prairie Highland Park Hutchins Irving Lancaster Mesquite Plano Richardson Seagoville Sunnyvale University Park

SERVICE AREAS

<u>Exchange</u>	<u>Counties</u>	<u>Cities</u>
Dayton	Liberty	Dayton Dayton Lakes Kenefick
Deadwood	Panola	None
Denison	Grayson	Denison
Sherman	Devine	Atascosa Devine
Frio	Natalia	Medina
Deweyville	Newton	None
	Orange	
Donna	Hidalgo	Donna
Eagle Lake	Colorado	Eagle Lake
	Lavaca	
Eagle Pass	Maverick	Eagle Pass
Eastland	Eastland	Eastland
Edcouch	Hidalgo	Edcouch Elsa La Villa
Edgewood	Van Zandt	Edgewood Fruitvale
Edinburg	Hidalgo	Edinburg
Edna	Jackson	Edna
	Victoria	
El Campo	Jackson	El Campo
	Matagorda	
	Wharton	
Elgin	Bastrop	Elgin
	Lee	
	Travis	
	Williamson	
El Paso	El Paso	El Paso Horizon City Socorro
Encinal	La Salle	Encinal
	Webb	
Ennis	Ellis	Alma
	Henderson	Ennis
	Navarro	Garrett
Evadale	Jasper	None
Falcon Heights	Starr	None
	Zapata	
Fannett	Jefferson	None
Farmersville	Collin	Farmersville
	Hunt	

SERVICE AREAS

<u>Exchange</u>	<u>Counties</u>	<u>Cities</u>
Flatonia	Fayette Gonzales Lavaca	Flatonia
Floydada	Crosby Floyd Hale Motley	Floydada
Forney	Dallas Rockwall Kaufman Jeff Davis	Forney
Fort Davis	Pecos	None
Fort Stockton	Dallas	Fort Stockton
Fort Worth	Denton Ellis Johnson Parker Tarrant Wise	Aledo Annetta Annetta-North Annetta-South Arlington Azle Aurora Bartonville Bedford Benbrook Blue Mound Briar Oaks Burleson Colleyville Crowley Dalworthington Gardens Double Oak Edgecliff Euless Everman Flower Mound Forest Hill Fort Worth Grapevine Haltom City Haslet Hurst Keller Kennedale Lakeside Lake Worth Village

SERVICE AREAS

<u>Exchange</u>	<u>Counties</u>	<u>Cities</u>
		Mansfield Marshall Creek Newark Northlake North Richland Hills Pantego Richland Hills River Oaks Roanoke Saginaw Sansom Park Southlake Trophy Club Watauga Westlake Westover Hills Westworth Village White Settlement Willow Park
Freeport	Brazoria	Freeport Jones Creek Village Oyster Creek Village Quintana Surfside Beach
Freer Frisco	Duval Collin Denton	Freer Eastvale Frisco Hackberry Lakewood Village Little Elm Oak Point Plano The Colony
Gainesville	Cooke Grayson	Callisburg Gainesville Lindsay Oak Ridge
Galveston	Galveston	Galveston Jamaica Beach
Garwood	Colorado Wharton	None
Goldsmith	Andrews Ector	Goldsmith

SERVICE AREAS

<u>Exchange</u>	<u>Counties</u>	<u>Cities</u>
Goliad	Goliad Victoria	Goliad
Gordon	Erath Palo Pinto	Gordon
Graham	Palo Pinto Stephens Young	Graham
Granbury	Hood Johnson Parker Somervell	Granbury
Grandfalls	Pecos Ward	Grandfalls
Greenville	Hunt	Greenville Neylandville
Gruver	Hansford Hutchinson Sherman	Gruver
Hale Hallettsville	Center Hale Colorado Jackson Lavaca	Hale Center Hallettsville
Hamlin	Fisher Jones Stonewall	Hamlin
Harlingen	Cameron Willacy	Combes Harlingen Palm Valley Primera Rangerville
Hearne	Milam Robertson	Hearne
Hebbronville	Brooks Duval Jim Hogg Zapata	None
Hempstead	Grimes Harris Waller	Hempstead
Henrietta Hereford	Clay Deaf Smith	Henrietta Hereford

SERVICE AREAS

<u>Exchange</u>	<u>Counties</u>	<u>Cities</u>
Hermleigh	Fisher Scurry	None
Hillsboro	Hill	Abbott Carl's Corner Hillsboro
Hondo	Frio Medina	Hondo
Honey Grove	Fannin Lamar	Honey Grove
Houston	Brazoria Fort Bend Galveston Harris	Bellaire Brookside Village Bunker Hill Deer Park Friendswood Galena Park Hedwig Village Hilshire Village Houston Hunters Creek Village Jacinto City Jersey Village La Porte Manvel Meadows Missouri City Morgans Point Nassau Bay Pasadena Pearland Piney Point Village Seabrook Shore Acres South Houston Southside Place Spring Valley Stafford Taylor Lake Village Webster West University Place
Huntsville	Walker	Huntsville Riverside
Iowa Park	Wichita	Iowa Park

SERVICE AREAS

<u>Exchange</u>	<u>Counties</u>	<u>Cities</u>
Iraan	Crockett Pecos	Iraan
Italy	Ellis	Italy
Itasca	Hill	Itasca
Jacksboro	Jack	Jacksboro
Jasper	Angelina Jasper Newton Sabine	Browndell Jasper
Jefferson	Cass Marion	Jefferson
Jewett	Freestone Leon Limestone	Jewett
Karnes City-Falls City	Atascosa	Falls City
	Karnes Live Oak Wilson	Karnes City
Kenedy	Bee Goliad Karnes Live Oak	Kenedy
Kermit	Winkler	Kermit
Kingsville	Kleberg	Kingsville
Kirbyville	Jasper Newton	Kirbyville
Kountze	Hardin	Kountze
La Belle	Jefferson	None
La Coste	Bexar Medina	La Coste
Ladonia	Fannin Hunt	Ladonia
Lampasas	Burnet Coryell Lampasas	Lampasas
La Pryor	Maverick Uvalde Zavala	None
Laredo	Webb	Laredo Rio Bravo
Lefors	Gray	Lefors

SERVICE AREAS

<u>Exchange</u>	<u>Counties</u>	<u>Cities</u>
Liberty	Chambers	Ames Hardin
Liberty Hill	Liberty Travis Williamson	Liberty None
Lindale-Swan	Smith	Lindale
Liverpool	Brazoria	Liverpool
Lockhart	Caldwell Hays Travis	Lockhart
Lockney	Briscoe Floyd Hale	Lockney
Longview	Gregg Harrison Rusk Upshur	Clarksville City East Mountain Easton Lakeport Longview Union Grove White Oak
Los Fresnos	Cameron	Bayview Indian Lake Los Fresnos
Lubbock	Lubbock Lake	Ranson Canyon Lubbock New Deal
Luling	Caldwell Gonzales Guadalupe	Luling
Lumberton	Hardin	Lumberton Rose Hill Acres
Lytle	Atascosa Bexar Medina	Lytle
Madisonville	Grimes Leon Madison	Madisonville
Marathon	Brewster	None
Marfa	Brewster	Marfa
Marion	Presidio Bexar Guadalupe Marlin Falls	Marion New Berlin Marlin

SERVICE AREAS

<u>Exchange</u>	<u>Counties</u>	<u>Cities</u>
Marshall	Harrison	Marshall Scottsville
Matagorda Mathis	Matagorda Bee Jim Wells Live Oak Nueces San Patricio	None Lake City Lakeside Mathis Pernitas Point San Patricio
Mauriceville	Jasper Newton Orange Hidalgo	None
McAllen		Hidalgo McAllen Penitas McCamey
McCamey	Crane Crockett Pecos Upton	
McKinney	Collin	Fairview Lowry Crossing McKinney Melissa New Hope
McLean	Collingsworth Donley Gray Wheeler	McLean
Medina Lake	Bandera Medina	None
Mercedes	Cameron Hidalgo	Mercedes Progreso
Meridian Mexia	Bosque Freestone Limestone	Progreso Lakes Meridian Mexia
Midkiff	Glasscock Midland Reagan Upton	None

SERVICE AREAS

<u>Exchange</u>	<u>Counties</u>	<u>Cities</u>
Midland	Andrews Ector Glasscock Martin Midland	Midland
Midlothian	Ellis	Midlothian
Mineola	Smith Wood	Mineola
Mineral Wells	Palo Pinto Parker	Mineral Wells
Mission	Hidalgo	Alton La Joya Mission Palmhurst Palmview
Monahans	Crane Ward Winkler	Monahans Thorntonville Wickett
Moulton	Fayette Gonzales Lavaca	Moulton
Mt. Pleasant	Titus	Monticello Mt. Pleasant
Nacogdoches	Nacogdoches	Appleby Nacogdoches
Nederland-Port Neches	Jefferson	Nederland Port Neches
New Braunfels	Comal Guadalupe Hays	New Braunfels
Nordheim	De Witt Goliad Karnes	Nordheim
Odessa	Crane Ector Midland	Odessa
Oglesby	Upton Coryell McLennan	Oglesby
Omaha	Morris	Omaha
Orange	Orange	Orange Pinehurst West Orange

SERVICE AREAS

<u>Exchange</u>	<u>Counties</u>	<u>Cities</u>
Owenton	Smith	Winona
Pampa	Carson	Pampa
	Gray	
	Roberts	
Paris	Fannin	Paris
	Lamar	Reno
Pearsall	Frio	Pearsall
Pinehurst	Harris	Magnolia
	Montgomery	Stagecoach
	Waller	
Pipe Creek	Bandera	None
	Bexar	
	Kerr	
	Medina	
Pittsburg	Camp	Pittsburg
	Franklin	
	Titus	
	Upshur	
Plainview	Floyd	Plainview
	Hale	
	Swisher	
Pleasanton	Atascosa	Pleasanton
	Bexar	
Port Arthur	Jefferson	Groves
		Port Arthur
Port Bolivar	Galveston	
Port Isabel	Cameron	Laguna Vista
	Willacy	Port Isabel
		South Padre Island
Poteet	Atascosa	Poteet
Pottsboro	Grayson	Pottsboro
Prairie View	Waller	Prairie View
Princeton	Collin	Princeton
Prosper	Collin	Prosper
	Denton	
Pyote	Ward	Pyote
Quanah	Hardeman	Quanah
Ranger	Eastland	Ranger
	Stephens	
Rankin	Crockett	Rankin
	Reagan	
	Upton	
Reagan	Falls	None

SERVICE AREAS

<u>Exchange</u>	<u>Counties</u>	<u>Cities</u>
Red Oak	Ellis	Ovilla Oak Leaf Pecan Hill
Refugio	Aransas Bee Goliad Refugio	Red Oak Refugio
Richmond-Rosenberg	Fort Bend	Richmond Rosenberg Pleak
Rio Hondo Roby Rockdale	Cameron Rio Fisher Burleson Lee Milam	Hondo Roby Rockdale
Rockport	Aransas	Fulton Rockport
Rockwall	Collin Rockwall	Fate Heath McLendon-Chisholm Mobile City
Roscoe	Fisher Mitchell Nolan Scurry	Rockwall Roscoe
Rotan	Fisher Scurry Stonewall	Rotan
Royse City	Collin Hunt Rockwall	Royse City
Runge Sabinal	Goliad Medina Uvalde	Runge Sabinal
Sabine Pass San Antonio	Jefferson Atascosa Bexar Comal	Port Arthur Alamo Heights Balcones Heights Castle Hills

SERVICE AREAS

<u>Exchange</u>	<u>Counties</u>	<u>Cities</u>
	Guadalupe Medina Wilson	China Grove Cibolo Converse Elmendorf Garden Ridge Grey Forest Helotes Hill Country Village Hollywood Park Kirby Leon Valley Live Oak Olmos Park Saint Hedwig San Antonio Schertz Selma Shavano Park Terrell Hills Universal City Windcrest San Augustine
San Augustine	Sabine San Augustine Shelby	
San Benito San Diego	Cameron Duval Jim Wells	San Benito San Diego
Sealy	Austin Waller	San Felipe Sealy
Seguin Seminole	Guadalupe Andrews Gaines	Seguin Seminole
Shamrock	Collingsworth Wheeler	Shamrock
Shiner	DeWitt Gonzales Lavaca	Shiner
Silsbee Sinton	Hardin Refugio San Patricio	Silsbee Sinton
Skellytown	Carson Gray Hutchinson	Skellytown
Skidmore	Bee	None

SERVICE AREAS

<u>Exchange</u>	<u>Counties</u>	<u>Cities</u>
Slaton	San Patricio Crosby Lubbock Lynn	Slaton
Smithers Lake	Fort Bend	Thompsons Village of Fairchilds
Smithville	Bastrop Fayette	Smithville
Snyder	Fisher Garza Kent Scurry	Snyder
Sour Lake	Hardin Jefferson Liberty	Sour Lake Grayburg
South Vidor Splendora	Orange Harris Liberty Montgomery	None Patton Village Plum Grove Roman Forest Splendora Woodbranch Village Oak Ridge North Shenandoah
Spring	Harris Montgomery	None
Spurger	Hardin Tyler	None
Stamford	Haskell Jones Shackelford Stonewall	Stamford
Stanton	Glasscock Martin	Stanton
Stinnett	Hutchinson Moore	Stinnett
Strawn	Eastland Erath Palo Pinto	Mingus Strawn
Sullivan City	Stephens Hidalgo Starr	None
Sweetwater	Fisher Nolan	Sweetwater
Taylor	Travis Williamson	Taylor

SERVICE AREAS

<u>Exchange</u>	<u>Counties</u>	<u>Cities</u>
Teague	Freestone Limestone	Teague
Temple	Bell	Morgan's Point Resort Temple
Terminal	Ector Midland	None
Terrell	Hunt Kaufman Rockwall Van Zandt	Oak Ridge Terrell
Texas City-La Marque	Galveston	Bayou Vista La Marque Texas City Tiki Isle Timpson
Timpson	Panola Rusk Shelby	
Tomball	Harris	Tomball
Troy	Bell McLennan	Troy
Tyler	Smith	Tyler
Uvalde	Kinney Maverick Uvalde Zavala	Uvalde
Valley Lodge	Fort Bend Waller	Fulshear Simonton
Vernon	Foard Wilbarger	Vernon
Victoria	Goliad Jackson Victoria	Victoria
Vidor	Jasper Orange	Pine Forest Rose City Vidor
Waco	Bell Bosque Coryell Fails Hill Limestone McLennan	Bellmead Beverly Hills Bruceville-Eddy Gholson Golinda Hallsburg Hewitt Lacy-Lakeview

SERVICE AREAS

<u>Exchange</u>	<u>Counties</u>	<u>Cities</u>
		Leroy
		Lorena
		Mart
		McGregor
		Moody
		Northcrest
		Robinson
		Ross
		Waco
		West
		Woodway
		Waller
Waller	Grimes	
	Harris	
	Waller	
Warren	Tyler	None
Waxahachie	Ellis	Waxahachie
Weatherford	Parker	Hudson Oaks
	Palo Pinto	Weatherford
		Willow Park
Westbrook	Mitchell	Westbrook
Westbury	Hardin	Bevil Oaks
	Jefferson	
Wharton	Fort Bend	Kendleton
	Wharton	Wharton
Wichita Falls	Archer	Dean
	Clay	Jolly
	Wichita	Lakeside City
		Pleasant Valley
		Wichita Falls
Wildwood	Hardin	None
Wills Point	Kaufman	Wills Point
	Van Zandt	
Wink	Winkler	Wink
Wolfe City	Fannin	Wolfe City
	Hunt	
Woodsboro	Refugio	Woodsboro
Woodville	Tyler	Woodville
Wortham	Freestone	Wortham
	Limestone	
	Navarro	
Yoakum	DeWitt	Yoakum
	Gonzales	
	Lavaca	
	Victoria	

SERVICE AREAS

<u>Exchange</u>	<u>Counties</u>	<u>Cities</u>
Yorktown	DeWitt Goliad Gonzales Karnes	Yorktown
Zapata	Zapata	None

EXCHANGE ACCESS SERVICE5.1 General

Exchange Access Service provides a Customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- (A) receive calls from other stations on the public switched telecommunications network;
- (B) access other services offered by the Company as set forth in this price guide;
- (C) access certain interstate and international calling services provided by the Company;
- (D) access (at no additional charge) the Company's operators and business office for service related assistance;
- (E) access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- (F) access services provided by other common carriers that purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs or price guides, or that maintain other types of traffic exchange arrangements with the Company.

Each Exchange Access Service is available on a "full" service basis, whereby service is delivered to a demarcation/connection block at the customer's premises.

EXCHANGE ACCESS SERVICE5.2 Basic Line Service

Basic Line Service provides a Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Company-provided Basic Lines.

Non-recurring and monthly recurring rates per Basic Line and available features apply as follows:

Feature Description	Non Recurring	Monthly Recurring
800 Home (1 -2 terminations)	\$0.00	\$4.74
800 Home (3-10 terminations)	\$0.00	\$4.74
800 Home (10+ terminations)	\$0.00	\$4.74
Additional Directory Listing	\$20.16	\$5.00
Customer Alerting Enablement	\$15.54	\$3.60
Anonymous Call Rejection	\$6.60	\$1.80
Privacy Manager	\$6.60	\$6.00
Privacy Manager (Management Package)	\$0.00	\$4.80
900 / 976 Call Restriction - Customer Request Initial	\$0.00	\$0.00
900/976 Call Restriction - Customer Request Subsequent	\$14.11	\$0.00
Internet Caller ID	\$6.60	\$6.60
Toll Restriction	\$6.00	\$6.00
Personalized Ring	\$6.60	\$4.80
Intracom	\$6.00	\$2.40
Call Forwarding - Busy Line/ Don't Answer	\$11.94	\$1.20
Three Way Calling	\$6.60	\$4.80
Simultaneous Call Forwarding	\$32.56	\$2.52
Speed Calling 30	\$6.60	\$3.84
Speed Calling 8	\$6.60	\$4.80

Call Forwarding	\$6.60	\$4.80	
Call Waiting	\$6.60	\$3.36	
Call Forwarding - Busy Line	\$6.60	\$0.90	
Call Forwarding - Don't Answer	\$6.60	\$0.90	
Basic Local Subscriber EAS	\$0.00	\$35.94	Grandfathered
Hot Line	\$21.60	\$3.60	
Toll Restriction	\$10.80	\$2.11	
Selective Call Forwarding	\$6.60	\$0.00	
Universal Package without Caller ID	\$11.94	\$14.58	Grandfathered
Universal Package	\$11.94	\$25.14	Grandfathered
Universal Package Discount	\$11.94	\$24.24	Grandfathered
Universal Package Discount	\$11.94	\$31.14	Grandfathered
Caller ID - Name	\$6.60	\$8.40	
Caller ID - Name and Number	\$11.94	\$10.74	
Caller ID - Number	\$6.60	\$8.40	
Priority Call	\$6.60	\$2.40	
Auto Redial	\$6.60	\$4.80	
Local Number Portability	\$0.00	\$0.40	
Call Return	\$6.60	\$4.80	
Call Block	\$6.60	\$4.80	
Call Waiting ID with options	\$6.60	\$6.00	
Call Waiting ID	\$6.60	\$4.80	
Outgoing Call Control	\$29.94	\$12.00	
Preferred Number Service	\$6.60	\$4.74	
Preferred Number Service with Unique Ring	\$6.60	\$5.94	
Remote Access to Call Forwarding	\$6.60	\$0.90	
Caller ID Value Package	\$11.94	\$14.34	
Basic Choice Package - Discount	\$11.94	\$20.34	Grandfathered
900 / 976 Call Restriction	\$14.11	\$0.00	
Expanded Local Calling Surcharge	\$0.00	\$0.22	
TouchTone	\$6.00	\$0.22	
Wireworks Extra	\$0.00	\$5.40	
Voice Dial 30 Number Directory	\$10.80	\$4.80	
Voice Dial 50 Number Directory	\$10.80	\$7.20	
Voice Dial 75 Number Directory	\$10.80	\$9.60	
Voice Dial 30 Shared Directory 30 (Additional Line)	\$6.00	\$1.20	

Voice Dial Shared Directory 50 (Additional Line)	\$6.00	\$1.20	
Voice Dial Shared Directory 75 (Additional Line)	\$6.00	\$1.20	
Warm Line	\$21.67	\$3.60	
WireWorks	\$0.00	\$4.74	
Business Line - Flat	\$78.00	\$33.90	Grandfathered
Residence Line - Flat	\$78.00	\$25.95	Grandfathered
Residence Line - Flat	\$78.00	25.95	Grandfathered
Residence Line - Flat	\$78.00	\$18.52	Grandfathered
Residence Line - Flat	\$78.00	\$18.52	Grandfathered
Residence Line - Flat	\$78.00	\$18.52	Grandfathered
Residence Line - Flat	\$78.00	\$18.52	Grandfathered
Residence Line - Flat	\$78.00	\$8.64	Grandfathered
Residence Line - Flat	\$78.00	\$6.48	Grandfathered
Residence Line - Measured	\$78.00	\$6.66	Grandfathered
Residence Line - Measured	\$78.00	\$20.95	Grandfathered
Residence Line - Flat (Tele-Assistance)	\$39.00	\$4.62	Grandfathered
Residence Line - Measured (Tele-Assistance)	\$39.00	\$2.34	Grandfathered
Residence Line - Flat (Lifeline)	\$78.00	\$4.86	Grandfathered
Residence Line - Measured (Lifeline)	\$78.00	\$3.00	Grandfathered

EXCHANGE ACCESS SERVICE
EXCHANGE ACCESS OPTIONAL FEATURES

6.1 Directory Listings

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number¹ in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at the following rates:

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Each Additional Listing:	\$16.80	\$5.00

¹ For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise.

EXCHANGE ACCESS OPTIONAL FEATURES6.2 Accounting Codes

Accounting Codes provide customers with a means of restricting calls or itemizing calls, according to specific digits that must be dialed at the end of a long distance telephone number. The length of Accounting Codes may vary from 2 to 6 digits, however, the length must be consistent for each customer location.

Offered are packages of codes that are verified against a specific list of valid numbers, for call restriction, or unverified packages of 2-6 digits in length for cataloging by code the calls made.

<u>Charge Per</u> <u>Customer Location</u>	<u>Monthly</u> <u>Recurring</u>	<u>Non-</u> <u>Recurring</u>
Verified Packages	Reserved for future implementation	
Unverified Packages	Reserved for future implementation	

EXCHANGE ACCESS OPTIONAL FEATURES6.3 Authorization Codes

This option restricts calls from being made unless the correct accounting code is entered. Only customer specified codes will be accepted. The customer then may use these codes to track calling for cost analysis and bill-back purposes.

Non-Recurring Monthly Recurring
Reserved for future implementation

EXCHANGE ACCESS OPTIONAL FEATURES6.4 Vanity Number Service6.4.1 Description

Vanity Number Service is an optional feature by which a new Customer may request a specific or unique telephone and fax number for use with the Company provided Exchange Access Services. This service provides for the assignment of a customer requested telephone number other than the next available number from the assignment control list.

Vanity Number Service is furnished subject to the availability of facilities and the requirements of Exchange Access Service as defined by the Company. The Company reserves all rights to the Vanity Numbers assigned to the Customers and may, therefore, change them if required.

Monthly recurring charges apply per Vanity number.

6.4.2 Rates

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Per Vanity Number		Reserved for future implementation

RESOLD LOCAL EXCHANGE SERVICE7.1 Description

Resold Local Exchange Service is composed of the resale of exchange access lines and local calling provided by other certified Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate/international services.

7.2 Rates

The following rates apply for Resold Local Exchange Services:

Reserved for future implementation

Resold features associated with resold local exchange service will be priced according to the rates established for such features in the underlying carrier's effective intrastate tariffs or price guides.

LOCAL CALLING SERVICE8.1 Description

Local Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network² bearing the designation of any central office exchanges, areas, and zones included in the Customer's local calling area.

8.1.1. Basic Local Exchange Service- This calling service allows the Customer unlimited access to all other stations on the public switched telephone network within the customer's Basic Local Calling Area but within the same state and LATA.

8.1.2. Expanded Local Exchange Service- This calling service allows the Customer limited access to all other stations on the public switched telephone network within the Customer's Basic Local Calling Area.

² Except calls to other telephone companies' caller paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility.

LOCAL CALLING SERVICE8.2 Rates

The rates set forth in this section apply to all direct dialed local calls not covered under a flat rate calling plan. For operator-assisted local calls, operator charges apply in addition to the charges listed below.

8.2.1. Usage Charges - Per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.

(A) Monthly Message Allowance

<u>Type of Service</u>	<u>Basic Calling Area</u>	<u>Extended Calling Area</u>
Basic Local Exchange Service	TBD	TBD ³
Expanded Local Exchange Service	TBD	TBD

*Additional message charge of \$0.____ for each message over monthly allowance.

(B) Expanded Calling Area - The following usage charges apply to points in the Customer's Expanded Calling Area.

DESCRIPTION	Per Month Charge
YOAKUM EXCHANGE-2 WAY FLAT 1 PARTY, EACH	\$12.75
ALLEN EXCHANGE-MEASURED 1 PARTY	\$4.04
ALLEN EXCHANGE-FLAT 2 PARTY, EACH	\$5.31
ALLEN EXCHANGE-FLAT 4 PARTY, EACH	\$4.46
DALLAS/FORT WORTH CALLING PLAN-OPTIONAL CALL FORWARDING SUBSCRIBERS	\$12.71
ALLEN EXCHANGE - FLAT 1 PARTY, EACH	\$8.16
CUERO EXCHANGE-2 WAY FLAT 1 PARTY, EACH	\$12.75
LIBERTY HILL EXCHANGE-2 WAY FLAT 1 PARTY, EACH	\$18.66
MARLIN EXCHANGE-2 WAY FLAT 1 PARTY, EACH	\$10.63
OGLESBY EXCHANGE-2 WAY FLAT 1 PARTY	\$10.63
MIDLAND EXCHANGE-2 WAY FLAT 1 PARTY, EACH	\$4.97
ODESSA EXCHANGE-2 WAY FLAT 1 PARTY, EACH	\$4.97
GALVESTON EXCHANGE-FLAT	\$17.00
CENTER EXCHANGE-FLAT	\$6.38
SAN AUGUSTINE EXCHANGE-FLAT	\$6.38
LOWER RIO GRANDE VALLEY CALLING PLAN-BASIC LOCAL SUBSCRIBERS	\$16.96
ANNA EXCHANGE-FLAT	\$12.75
CELINA EXCHANGE-FLAT	\$12.75
CLEVELAND EXCHANGE-FLAT	\$12.75

³ Customers of Basic Local Exchange Service are billed IntraLATA rates for calls to destinations within the state and LATA but outside the Basic Local Calling Area.

EDGEWOOD EXCHANGE-FLAT	\$12.75
ITALY EXCHANGE-FLAT	\$12.75
PRAIRIE VIEW EXCHANGE-FLAT	\$12.75
ROCKDALE EXCHANGE-FLAT	\$12.75
HEMPSTEAD EXCHANGE-FLAT	\$12.75
PORT BOLIVAR EXCHANGE-FLAT	\$17.00
WILLS POINT EXCHANGE-FLAT	\$12.75
DALLAS/FORT WORTH CALLING PLAN-BASIC LOCAL SUBSCRIBERS	\$25.46
HOUSTON CALLING PLAN-BASIC LOCAL SUBSCRIBERS	\$25.46
SAN ANTONIO CALLING PLAN-BASIC LOCAL SUBSCRIBERS	\$25.46
HOUSTON CALLING PLAN-OPTIONAL CALL FORWARDING SUBSCRIBERS	\$12.71
SAN ANTONIO CALLING PLAN-OPTIONAL CALL FORWARDING SUBSCRIBERS	\$12.71
ANGLETON EXCHANGE-FLAT	\$10.63
FREEMPORT EXCHANGE-FLAT	\$10.63
CLUTE-LAKE JACKSON EXCHANGE-FLAT	\$10.63
BEAUMONT CALLING PLAN-BASIC LOCAL SUBSCRIBERS	\$16.96
CORPUS CHRISTI CALLING PLAN-BASIC LOCAL SUBSCRIBERS	\$16.96
EAST TX CALLING PLAN-BASIC LOCAL SUBSCRIBERS	\$16.96
ROCKWALL EXCHANGE-2 WAY FLAT 1 PARTY, EACH	\$16.87
ROCKWALL EXCHANGE-2 WAY FLAT PBX TRUNK	\$27.03
ROCKWALL EXCHANGE-MEASURED 1 PARTY	\$8.50
FRISCO EXCHANGE, SINGLE RESIDENCE	\$8.16
FRISCO EXCHANGE, MEASURED RESIDENCE	\$4.04

MISCELLANEOUS SERVICES9.1 Operator Services9.1.1 Description

Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Services, and to Customers and Users of exchange access lines.

9.1.2 Definitions

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. Charges may be billed to the Customer's commercial credit card/and or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Station-to-Station: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or nonproprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists.

Billed to Non-proprietary Calling Card: Refers to calls that are dialed by the customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

MISCELLANEOUS SERVICES9.1 Operator Services (Cont' d)9.1.3 Rates

Local exchange and IntraLATA calls may be placed on an Operator Assisted basis. Usage charges for Operator Assisted Calls are the same as those set forth in Section 8 and 9, preceding.

In addition to the usage charges identified above, the following operator-assisted charges will apply:

Product Description	Per Use
Calling Card - fully automated - local	\$2.20
Calling Card - semi automated - local	\$3.95
Calling Card - non automated - local	\$3.95
Collect - fully automated - local	\$3.95
Collect - semi automated - local	\$5.30
Collect - non automated - local	\$5.30
Third Number Billed - fully automated - local	\$5.30
Third Number Billed - semi automated - local	\$6.65
Third Number Billed - non automated - local	\$6.65
Sent Paid - semi automated - local	\$5.30
Sent Paid - non automated - local	\$5.30
Person - semi automated - local	\$11.95
Person - non automated - local	\$11.95
Directory Assistance - local	\$1.25
Calling Card - fully automated - LDMTS	\$2.20
Calling Card - semi automated - LDMTS	\$3.95
Calling Card - non automated - LDMTS	\$3.95
Collect - fully automated - LDMTS	\$3.95
Collect - semi automated - LDMTS	\$5.30
Collect - non automated - LDMTS	\$5.30
Third Number Billed - fully automated - LDMTS	\$5.30
Third Number Billed - semi automated - LDMTS	\$6.65
Third Number Billed - non automated - LDMTS	\$6.65
Sent Paid - semi automated - LDMTS	\$5.30
Sent Paid - non automated - LDMTS	\$5.30
Person - semi automated - LDMTS	\$11.95
Person - non automated - LDMTS	\$11.95
Directory Assistance - LDMTS	\$4.50

MISCELLANEOUS SERVICES9.2 Busy Line Verify and Line Interrupt Service9.2.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line.

- (A) The operator will determine if the line is clear or in use and report to the calling party.
- (B) The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

9.2.2 Rules

- (A) A charge will apply when:
 - 1) The operator verifies that the line is busy with a call in progress.
 - 2) The operator verifies that the line is available for incoming calls.
 - 3) 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.

MISCELLANEOUS SERVICES9.2 Busy Line and Line Verification Interrupt Service (Cont' d)9.2.2 Rules (Cont' d)

- (B) No charge will apply:
- 1) When the calling party advises that the call is to or from an official public emergency agency.
 - 2) Under conditions other than those specified in 11.2.2(A) preceding
- (C) Busy Line Verification and Interrupt Service is furnished where and to the extent that facilities permit.
- (D) The Customer shall identify and hold the Company harmless against all claims that may arise from either party to the interrupted call or person.

9.2.3 Rates

Busy Line Verify Service (each request)	\$3.60
Busy Line Verify and Busy Line Interrupt Service (each request)	\$4.80

MISCELLANEOUS SERVICES9.3 Service Implementation and Order Charges9.3.1 Description

Absent a promotional offering, service implementation and/or service order charges will apply to new service orders or to orders to change, move, remove or otherwise rearrange existing service.

9.3.2 Rates

	<u>Non-Recurring</u>
per new service order	\$65.00
Feature Change Charge	\$17.00
Records Work	\$25.00
Move Order	\$65.00

9.4 Restoration of Service9.4.1 Description

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

9.4.2 Rates

	<u>Non-Recurring</u>
per occasion	\$65.00

MISCELLANEOUS SERVICES9.5 Long Distance Interexchange Service9.5.1 Nature of Service

Long distance services are interexchange telephone services that allow customers to originate and terminate calls at locations within the state of Texas, and to points elsewhere in the United States or to international destinations.

9.5.2 Availability

The Company offers long distance interexchange services in Texas in all service areas authorized by the Commission.

9.5.3 Rates

Calls are billed at a flat, per minute rate. All calls are billed in one-minute increments, with a minimum of one minute per completed call.

	<u>Per Minute of Use</u>	<u>MRC</u>
Plan 1		
Interstate Rates	\$.12	None*
Plan 2		
Interstate Rates	\$.089	\$4.95
Plan 3		
Interstate Rates	\$.055	\$7.95

*The Company will assess all Plan 1 customers with \$0.00 long distance usage in a single billing period a zero use fee of \$2.50 for that billing period.

Intrastate Rates, all plans	\$.20	Not applicable
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Calling Card Rates

	<u>Per Call Surcharge</u>	<u>Per Minute of Use</u>
Intrastate Rates	\$.35	\$.25

MISCELLANEOUS SERVICES9.6 Local and Long Distance Packages9.6.1 Nature of Service

Local and long distance packages allow Texas customers to purchase bundled service packages consisting of a local line, optional features and intrastate and/or interstate long distance minutes for a single monthly fee.

9.6.2 Availability

The Company offers Local and long distance packages in Texas in all service areas authorized by the Commission.

9.6.3 Rates

Package Name	Res Line	Features			Long Distance Min		Long Distance Rates		Price + Taxes & Fees
		Call Waiting	Caller ID Number	Caller ID Name	Inter State mins.	Intra State mins.	Inter State per/min	Intra State per/min	
Texas Preferred Plus (Grandfathered)	(1)				500	0	0.100	0.100	\$40.95
Texas Select Plus (Grandfathered)	(1)				300	0	0.100	0.100	\$32.95
Texas Preferred Plus (Grandfathered)	(1)				500	0	0.100	0.100	\$40.95
Texas Select Plus (Grandfathered)	(1)				300	0	0.100	0.100	\$32.95
Texas Choice Plus (Grandfathered)	(1)				200	0	0.100	0.100	\$40.95
TX Residential Value Plan (Grandfathered)	(1)	Call Waiting			200 Blended		0.800	0.800	\$42.95
Gold Package (Grandfathered)	(1)	Call Waiting	Caller ID Number	Caller ID Name	200 Blended		0.099	0.130	\$45.95
Silver Package (Grandfathered)	(1)	Call Waiting	Caller ID Number	Caller ID Name	100 Blended		0.099	0.130	\$32.95
Bronze Package (Grandfathered)	(1)	Call Waiting			60 Blended		0.099	0.130	\$37.95
Platinum Plus (Grandfathered)	(1)	Call Waiting	Caller ID Number	Caller ID Name	200 Blended		0.089	0.129	\$52.95

MISCELLANEOUS SERVICES**9.6.4 FirstTalk Basic Plan****FirstTalk Basic Residential**

Unlimited Local Calling		\$49.95
Caller ID Name and Number		
Touchtone		
900/976 blocking		
Intrastate long distance rate per minute	\$0.044	
Interstate rate per minute*	\$0.058	

FirstTalk Basic Commercial (12 month term)

Unlimited Local Calling		\$59.95
Caller ID Name and Number		
Call Forwarding		
Hunting (Optional)		
Touchtone		
900/976 blocking		
Intrastate long distance rate per minute	\$0.039	
Interstate long distance rate per minute*	\$0.053	

* Interstate rates are for continental US only

MISCELLANEOUS SERVICES9.7 Environmental Impact Fee

This charge is applied to First Communications accounts for the administration and facilitation of maintaining the physical assets required to provide services to our customers, which include but are not limited to paper invoicing, facilities management and network operations. This fee is waived with paperless invoicing.

Residential	\$5.00
Business	\$10.00

9.8 Regulatory Compliance Fee

Regulatory Compliance Fee will apply to all usage and MRC billed at a rate of at least 3.8573%.

SPECIAL ARRANGEMENTS10.1 Special Construction10.1.1 Basis For Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's price guides, charges will be based on the costs incurred by the Company.

10.1.2 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.

- (A) The termination liability period is the estimated service life of the facilities provided.
- (B) The amount of the maximum termination liability is equal to the estimated amounts for:
 - 1) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - (a) equipment and materials provided or used,
 - (b) engineering, labor and supervision,
 - (c) transportation, and
 - (d) rights-of-way;
 - 2) license preparation, processing, and related fees;

SPECIAL ARRANGEMENTS10.1 Special Construction (Cont' d)10.1.2 Termination Liability (Cont' d)(B) (Cont' d)

- 3) price guide preparation, processing, and related fees;
- 4) cost of removal and restoration, where appropriate; and
- 5) any other identifiable costs related to the specially constructed or rearranged facilities.

- (C) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 13.1.3(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 13.1.3(B) preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

SPECIAL ARRANGEMENTS

10.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this price guide. Rates quoted in response to such competitive requests may be different than those specified for such services in this price guide. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

10.3 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers.

GRANDFATHERED SERVICES11.1 Grand fathered Rates for Former Customers of Emergent Communications LLC

Description	Monthly Reoccurring
Residence Line - Flat	\$25.95
Three Way Calling - Usage Sensitive	\$0.00
Administrative Cost Recovery Fee	\$0.00
Network Access Charge, Primary Line	\$5.27
Network Access Charge Resid - Expanded Lifeline No Charges Associated With Service	\$0.00
Network Access Charge, Non-Primary Line	\$5.27
Anonymous Call Rejection	\$1.00
Toll Restriction	\$5.00
Call Forwarding - Busy Line/ Don't Answer	\$1.00
	\$0.00
Three Way Calling	\$5.00
Speed Calling 8	\$5.00
Call Forwarding	\$5.00
Call Waiting	\$3.00
Call Forwarding - Busy Line	\$0.75
Wire Maintenance Plan	\$3.95
Wire Maintenance Plan	\$4.50
Customer Alerting Enablement - Visual & Audible	\$0.00
Basic Local Subscriber with Extended Area Service	\$34.95
Residence Line - Flat (Lifeline)	\$2.43
Administrative Cost Recovery Fee	\$0.00
The Universal Package - Anonymous Call Rejection - Three Way Calling - Speed Calling 8 - Call Forwarding - Call Waiting - Selective Call Forwarding - Call Name Delivery - Caller ID Number - Priority Call - Auto Redial - Call Return - Call Block	\$20.95
The Universal Package without Anonymous Call Rejection - Three Way Calling - Speed Calling 8 - Call Forwarding - Call Waiting - Selective Call Forwarding - Call Name Delivery - Caller ID Number - Priority Call - Auto Redial - Call Return - Call Block	\$20.20
Caller ID - Name	\$6.50
Caller ID - Caller Name Delivery - Caller Number Delivery	\$8.95
Caller ID - Number	\$6.50
Call Return	\$5.00
Call Trace	\$0.00
Auto Redial - Usage Sensitive	\$0.00

Call Return - Usage Sensitive	\$0.00
Call Waiting ID	\$4.50
The Basic Choice Package - Call Forwarding - Call Waiting - Call Name Delivery - Calling Number - Call Return - Call Block	\$16.95
900 / 976 Call Restriction - Initial	\$0.00
Expanded Local Calling Surcharge	\$0.18
Expanded Local Calling Surcharge	\$0.18
TouchTone-B	\$1.30
TouchTone-R	\$0.18