

This tariff, Alabama Tariff No. 4, filed by Harbor Communications, LLC, cancels and replaces, in its entirety, the current tariff on file with the Commission, Alabama Tariff No. 1, issued by Harbor Communications, LLC for competitive local exchange telecommunications services.

**RULES, REGULATIONS, AND
SCHEDULE OF RATES AND CHARGES
APPLICABLE TO END USER**

COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

FURNISHED BY

HARBOR COMMUNICATIONS, LLC

WITHIN THE STATE OF ALABAMA

Issued: August 17, 2007

Effective: September 15, 2007

Issued by:

Regulatory Manager
1509 Government Street, Suite 300
Mobile, Alabama 36604

CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

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EXPLANATION OF SYMBOLS

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

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

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the local exchange, exchange access, and intrastate toll communications services within the State of Alabama.

TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the APSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1
 - 2.1.1
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the APSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Alabama PSC.

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SECTION 1 - DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

Account Codes: Permits Customer to dial an account code number of up to eight digits. For use 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 a payment required before the start of service.

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.

Collocation: An arrangement whereby the Company's switching equipment is located in a local exchange Company's central office.

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

Dedicated Inbound Calls: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's Point of Presence (POP). This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls: Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

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

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.

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

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SECTION 1 - DEFINITIONS, (CONT'D.)

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

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

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

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

End Office: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide (LERG), issued by Bellcore.

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

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.

Hearing Impaired: Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

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.

IXC or Interexchange Carrier: A long distance telecommunications services provider.

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

SECTION 1 - DEFINITIONS, (CONT'D.)

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 Interconnection Trunking Service: A local circuit administration point, other than a cross-connect or an information outlet, that provides capability for routing and re-routing circuits.

Mbps: Megabits, denotes millions of bits per second.

Minimum Point of Presence (MPOP): The main telephone closet in the Customer's building.

Monthly Recurring Charges (MRC): The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

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

Nonrecurring Charge (NRC): The initial charge, usually assessed on a one-time basis, to initiate and establish service.

NPA: Numbering plan area or area code.

Off-Net: A means for carrying and switching traffic to or from the Customer's premises, where the Company leases Other Telephone Company's facilities to deliver traffic to a Customer location. With Off-Net service, the Customer's premises is connected through such facilities directly to switching equipment leased by the Company for resale purposes from Other Telephone Companies. (Off-Net traffic consists of all traffic that is not considered to be On-Net traffic.)

On-Net: A means for carrying and switching local traffic to or from the Customer's premises, where the Company connects to the MPOP in a Customer building or on a Customer's premises using Company-owned fiber facilities or local loops obtained from Other Telephone Companies. With On-Net service, the Customer's premises is connected through such facilities directly to switching equipment owned by the Company.

Other Telephone Company: An Exchange Telephone Company, other than the Company.

PBX: Private Branch Exchange

Point of Presence (POP): Point of Presence

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SECTION 1 - DEFINITIONS, (CONT'D.)

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment which 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 which does not conform to standards set forth in the Service Order or this tariff, 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 tariff, 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.

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

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

Tandem: A class 4 switch facility to which NPA and NXX codes are subtended.

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.

Usage Based Charges: Charges for minutes or messages traversing over local exchange facilities.

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

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

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

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

2.1.2 Shortage of Equipment or Facilities

- A.** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B.** The furnishing of service under this tariff 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.

2.1.3 Terms and Conditions

- A.** Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (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 tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company (Cont'd.)****2.1.3 Terms and Conditions (Cont'd.)**

- C.** Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D.** Service may be terminated upon written notice to the Customer if:
- 1.** the Customer is using the service in violation of this tariff; or
 - 2.** the Customer is using the service in violation of the law.
- E.** This tariff shall be interpreted and governed by the laws of the State of Alabama without regard for its choice of laws provision.
- F.** Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G.** 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 jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- H.** The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts. All service packages established by the Company will be approved by the Commission prior to the furnishing of service.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company (Cont'd.)****2.1.4 Limitations on Liability**

- A.** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.11.
- B.** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.11, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C.** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D.** The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
 - 1.** Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1.4 Limitations on Liability (cont'd.)****D. (cont'd)**

2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
3. Any unlawful or unauthorized use of the Company's facilities and services;
4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, damages, including 911 service, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company (Cont'd.)****2.1.4 Limitations on Liability (cont'd.)****D. (cont'd)**

- 9.** Any non-completion of calls due to network busy conditions;
- 10.** Any calls not actually attempted to be completed during any period that service is unavailable;
- 11.** And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company ' s services or facilities.

E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

F. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

G. With respect to directory assistance and directory listings, the Company's liability shall be limited according to the provisions of Section 8 of this tariff, Directory Assistance and Listing Services, and the further limitations set forth in this Section.

H. Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

I. With respect to Emergency Number 911 Service:

- 1.** This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company (Cont'd.)****2.1.4 Limitations on Liability (cont'd.)****I. With respect to Emergency Number 911 Service: (cont'd.)**

- 2.** The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
- 3.** When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service, upon request of such governmental authority. By subscribing to service under this tariff Customer acknowledges and agrees with the release of information as described above.
- 4.** In areas where the local governmental authority responsible for Emergency 911 Service bases its 911 fees on a percentage of the local tariff rates, the Company's 911 fee assessment for bundled products will be calculated on rates for stand-alone basic local exchange service.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 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.

2.1.6 Provision of Equipment and Facilities

- A.** 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.
- B.** 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.
- C.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- D.** Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company (Cont'd.)****2.1.6 Provision of Equipment and Facilities**

- E. 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 tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
1. the through 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; or
 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company (Cont'd.)****2.1.8 Special Construction**

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

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

2.1.9 Ownership of Facilities

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

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.2 Prohibited Uses**

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer****2.3.1 General**

The Customer shall be responsible for:

- A.** the payment of all applicable charges pursuant to this tariff;
- B.** damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C.** providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D.** obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Obligations 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 the 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 during which service is interrupted for such purposes.

2.3.2 Liability of the Customer

- A.** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer (Cont'd.)****2.3.2 Liability of the Customer (Cont'd)**

- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

2.4 Customer Equipment and Channels**2.4.1 General**

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

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 MPOP.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels (Cont'd.)****2.4.3 Interconnection of Facilities****SECTION 2.4.3 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY ALABAMA PUBLIC SERVICE COMMISSION TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.**

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

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels (Cont'd.)****2.4.4 Inspections**

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

2.5 Customer Deposits and Advance Payments**2.5.1 Advance Payments**

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Customer Deposits and Advance Payments (Cont'd.)****2.5.2 Deposits**

- A.** To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Alabama Public Service Commission General Rule 8. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to one estimated regular bill, plus two months estimated toll. A deposit may be required in addition to an advance payment.
- B.** Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- C.** Deposits will accrue interest annually at the rate of 7% per annum in accordance with Alabama Public Service Commission General Rule 8.
- D.** The Company shall annually and automatically refund, by issuance of a credit to the customer's bill, the deposits of Customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Payment Arrangements****2.6.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a nonrecurring charge is specific, those charges may be passed on to the Customer.

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

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

2.6.2 Billing and Collection of Charges

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

- A.** Nonrecurring charges are due and payable within twenty (20) days after the date the invoice is mailed to the Customer by the Company.
- B.** The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within twenty (20) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C.** When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Payment Arrangements (Cont'd.)****2.6.2 Billing and Collection of Charges (cont'd.)**

- D.** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day 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 tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E.** If any portion of the payment is not received by the Company within 30 days of date of invoice, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. Late payment charges are to be applied without discrimination.
- F.** The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Alabama Public Service Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:
- Alabama Public Service Commission
P.O. Box 991
Montgomery, Alabama 36101-0991
Telephone: (334) 242-5211
Toll Free: (800) 392-8050
- G.** If service is disconnected by the Company (in accordance with Section 2.7 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.7 following) and later restored, restoration of service will be subject to the rates of this tariff.
- H.** In the event the Company incurs fees or expenses, including attorney's fees and/or court costs, in collecting or attempting to collect any charges owed to the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Discontinuance of Service for Cause**

The Company may discontinue service for the following reasons provided in this Section 2.7. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated.

Upon the Company's discontinuance of service to the Customer under Section 2.7(A) or 2.7(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

- A.** Upon nonpayment of any regulated amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability.
- B.** Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C.** Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D.** Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- E.** Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- F.** Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- G.** Without notice in the event of tampering with the equipment or services furnished by the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Notice to Company for Cancellation of Service**

Customers desiring to terminate service shall provide the Company advance notice. In the case of dedicated services, thirty (30) days advance notice is required. Cancellation notice requirements shall be specified in a written contract and/or service agreement. The Company shall hold the Customer responsible for payment of all bills until the cancellation date or for services furnished until the service is disconnected, whichever is later.

Cancellation terms for Customers who have entered into a term agreement are defined in paragraph 2.12 of this tariff. Upon completion of the initial term period, the preceding paragraph will apply.

2.9 Cancellation of Application for Service - Contract Services Only

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

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Cancellation of Application for Service - Contract Services Only, (Cont'd)**

- D.** The special charges described in 2.9(A) through 2.9(C) will be calculated and applied on a case-by-case basis.

2.10 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.

2.11 Allowances for Interruptions in Service**2.11.1 General**

- A.** A credit allowance will be given when service is interrupted, except as specified in Section 2.11.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C.** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.11 Allowances for Interruptions in Service (Cont'd.)****2.11.2 Limitations of Allowances**

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

- A.** Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- B.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C.** Due to circumstances or causes beyond the reasonable control of the Company or its vendors;
- D.** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.11.3), or utilize another service provider;
- F.** During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G.** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H.** That was not reported to the Company within thirty (30) days of the date that service was affected.

2.11.3 Use of Another Means of Communications

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

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

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

2.11.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a monthly basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance, if requested, will be given for interruptions of four (4) hours or more. Two or more interruptions of two (2) hours or more during any one 24-hour period shall be combined into one cumulative interruption.
- D. **Interruptions of 24 Hours or Less**

Length of Interruption	Amount of Service To Be Credited
Less than 4 Hours	None
4 Hours up to but not including 6 hours	1/4 Day
6 hours up to but not including 8 hours	1/3 Day
8 hours up to but not including 12 hours	1/2 Day
12 hours up to but not including 16 hours	3/4 Day
16 hours up to but not including 24 hours	One Day

E. Interruptions Over 24 Hours

Interruptions over 24 hours will be credited one day for each 24 hour period and remaining hours will be credited in accordance with Paragraph 2.11.4.D.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.11 Allowances for Interruption in Service, (Cont'd.)****2.11.5 Limitations on Allowances**

No credit allowance will be made for:

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

2.11.6 Cancellation for Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous and complete outage of twenty-four (24) hours or more or cumulative service credits equaling thirty-six (36) hours in a thirty (30) day period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits. The limitations and parameters defined in Paragraph 2.11.5 apply.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.12 Cancellation of Service under Contract/Termination Liability**

If a Customer cancels a service order or terminates services before the completion of the term of a written contract for any reason other than a service interruption (as defined in Section 2.11.6) or where the Customer breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.12.1 Termination Liability

Customer's termination liability for cancellation of services under contract shall be equal to:

- A.** an early termination penalty will apply should the customer disconnect service with Company prior to full term of the commitment, plus;
- B.** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C.** 50% of all recurring charges specified in the applicable Service Agreement for remaining months specified in agreement, and/or 50% of the written volume commitment signed by the customer, whichever is higher, for each remaining month on the agreement and/or commitment form, plus;
- D.** if the customer received discounted installation cost benefits, the customer will pay the difference between the discount and regular installation fees, plus;
- E.** the customer will be required to repay the company for any credits received as a result of a promotion

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.13 Customer Liability for Unauthorized Use of the Network**

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

2.13.1 Customer Liability for Fraud and Unauthorized Use of the Network

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

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

- C.** The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D.** The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

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

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.14 Use of Customer's Service by Others****2.14.1 Resale and Sharing**

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

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

2.14.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. 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 Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

2.15 Transfers and Assignments

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

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.16 Notices and Communications**

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

SECTION 3 - SERVICE CHARGES AND SURCHARGES

3.1 Service Order and Change Charges

Nonrecurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer’s billing information. All such charges will appear on the next bill following installation of service.

	<u>Residential</u>	<u>Business</u>
Line Connection Charge		
First Line	\$45.00	\$65.00
Each Additional Line ⁽¹⁾	\$12.00	\$12.00
Line Change Charge (new number)	\$24.00	\$45.00
Simple Change Order Fee (such as adding, changing, or deleting feature)	\$ 8.00	\$11.00
Complex Change Order Fee (trunk reconfiguration, etc.)	\$25.00	\$75.00

NOTES:

- (1) Additional Line installation charges apply only when 2 or more lines are ordered and installed at the same time and at the same Customer Premises.

3.2 Subscribers Moving Their Service to Harbor Communications

When a subscriber moves their service from another provider to Harbor Communications, and the service remains generally the same, the nonrecurring or installation charges may be waived. Installation charges normally apply when the customer adds services after initial installation or if upgrading service at time of installation. Installation charges would normally apply if service being replaced is of a different type. Installation charges may, at times, be spread over several months, at the customer’s option, and at no additional cost to the customer. If customers commit to a specific term agreement, part or all of the installation charges may be waived.

3.3 Restoration of Service

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

	<u>Residential</u>	<u>Business</u>
Per occasion	\$26.00	\$48.00

SECTION 3 - SERVICE CHARGES AND SURCHARGES, (CONT'D)**3.4 Premises Work Charges for Installation or Maintenance**

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

<u>Duration of time, per technician</u>	<u>Residential</u>	<u>Business</u>
Maintenance/Prewire (Monday – Friday, 8:00 am – 5:00 pm)		
Initial hour or fraction thereof	\$85.00	\$85.00
Each Additional 15 minute increment	\$20.00	\$20.00
<u>After-Hours</u>		
Initial hour or fraction thereof	\$135.00	\$135.00
Each Additional 15 minute increment	\$30.00	\$30.00

Notes: Unusual or complex wiring will be negotiated and agreed upon with subscriber.

3.5 Returned Check Charge

A service charge equal to \$25.00 will be assessed in accordance with Alabama law for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

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SECTION 3 - SERVICE CHARGES AND SURCHARGES, (CONT'D)**3.6 Physical Rearrangement Expedite Request Charge**

Upon customer request, the Company will perform the work required to determine if a due date for a physical rearrangement of an existing service can be provided that is in advance of the Company's standard installation interval for such service. Such requests shall be referred to as Physical Rearrangement Expedite Requests and will only be accepted from customers served by the Company's switching facilities. Physical Rearrangement Expedite Requests are not available for customers provisioned through or served by third party switching facilities. All such requests shall incur, and the customer will be required to bear the cost of, a Physical Rearrangement Expedite Request Charge whether or not the Company can meet the expedited due date desired by the customer. The Physical Rearrangement Expedite Request Charge is in addition to all other applicable nonrecurring charges.

Nonrecurring Charge, Business Line - per request	\$ 19.00
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3.7 Presubscription Change Charge

A Presubscription Change Charge as set forth below will apply for each change to a Customer's presubscribed toll carrier after the initial selection. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

Per business or residential line, trunk, or port

Initial Line, Trunk or Port	\$1.49
Additional Line, Trunk or Port	\$1.49

SECTION 4 - NETWORK SERVICES DESCRIPTIONS**4.1 General****4.1.1 Exchange Service Areas**

Local exchange services are provided, subject to availability of equipment and facilities (which may or may not include fiber to the home/business), in areas currently served by the following Incumbent LECs: BellSouth Telecommunications, Inc. and GulfTel Communications.

4.1.2 Application of Rates and Charges

All services offered in this tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Nonrecurring and Monthly Recurring Charges.

4.1.2 Services Offered

The following Network Services are available to customers under this Tariff pending availability and approval by the Company to provide service:

Standard Business Line Service
Standard Residential Line Service
Optional Calling Features

4.2 Basic Residence Line

The Standard Residence Line provides a Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. Additional lines and various optional features are available.

4.3 Basic Business Line

The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. Optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy. Other features are available.

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SECTION 4 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**4.4 Emergency Services Calling Plan**

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

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

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

SECTION 4 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**4.5 Optional Calling Features**

The features listed in Section 4.5.1 may vary by customer location. Refer to Price Lists in Section 5 of this tariff for specific features offered with each type of local exchange service.

4.5.1 Feature Descriptions

- A. Busy Connect:** Enables customer to retry a busy line on command following a busy line indicator announcement.
- B. Call Block:** Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the features screening list.
- C. Call Forward Busy Line Customer Control:** Enables customer to specify call forward to a telephone number at time of order so that all customer has to do to activate or deactivate call forwarding function is dial the access code on the phone.
- D. Call Forward Don't Answer Customer Control:** Enables customer to specify Call Forward to a telephone number at tome of order so that all the customer has to do to activate or deactivate call forwarding function is dial the access code on the phone.
- E. Call Forward Don't Answer with Ring Control –** Allows the customer to control the number of rings before a call is forwarded to another number or voice mail.
- F. Call Forward Multi-Path Customer Control:** Enables customer to specify the number of calling paths that will be forwarded to another telephone number. Variations include: Busy Line, Don't Answer and Variable.
- G. Call Forwarding Variable -** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.

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SECTION 4 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**4.5 Optional Calling Features (Cont'd.)****4.5.1 Feature Descriptions (cont'd.)**

- H. Call Forwarding Don't Answer:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- I. Call Forwarding Busy Line:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.
- J. Call Return:** allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.
- K. Call Selector:** Allows the customer to program up to six numbers into their phone line and to be able to identify them with a distinctive ring pattern.
- L. Call Tracing:** Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.
- M. Call Waiting -** Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

SECTION 4 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**4.5 Optional Calling Features (Cont'd.)****4.5.1 Feature Descriptions (cont'd.)**

- N. Call Waiting Deluxe with Conferencing:** Allows customer to conference incoming call waiting calls with the call they already have on the line. Available for residential only.
- O. Call Waiting Deluxe w/ Call Forward Don't Answer:** Allows the end-user to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:
- Answer the waiting call and placing the first party on hold;
Answer the waiting call and disconnecting from the first party;
Direct the waiting caller to hold via a recording
Forward the waiting caller to another location (e.g., voice mailbox or telephone answering service)
- Full utilization of Call Waiting Deluxe requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. The end -user must have Caller ID Basic or Deluxe for display of calling party identification information for waiting calls. The end-user must have a Call Forwarding Don't Answer feature active in order to forward a waiting call to another location. Available for residential customers only.
- P. Caller ID Deluxe Name and Number Delivery for Multi-Line Hunt Groups w/ ACR -** Provides directory name, telephone number, date and time of incoming calls. Also displays incoming call waiting calls for multi-lines.
- Q. Caller ID w/ Number Delivery:** Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

SECTION 4 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**4.5 Optional Calling Features (Cont'd.)****4.5.1 Feature Descriptions (cont'd.)**

- R. Caller ID Deluxe w/ ACR:** Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data. Also permits end-user to reject incoming calls when the call originates the telephone number, which has blocked delivery of its calling number.
- S. Calling Number Delivery Blocking:** Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the end-user's number blocked unless the caller dials a pre-assigned number prior to dialing.
- T. Customized Code Restriction –** Allows customer to restrict various calls on a given telephone number.
- U. Distinctive Ring I:** Provides one additional telephone number to a customer's existing line.
- V. Distinctive Ring II:** Provides two additional telephone numbers to a customer's existing line.
- W. Dual Service:** A service that supplies the same dial tone concurrently to two different addresses served from the same wire center. This service assures the customer continual service at both locations at the time of a move.
- X. Enhanced Caller ID w/ ACR:** Provides Directory name, telephone number, date and time of incoming calls. It also displays this information of incoming call waiting call. Available for business customers only.
- Y. Hunting:** Allows an incoming call to be routed to another line if the first line is busy.

SECTION 4 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**4.5 Optional Calling Features (Cont'd.)****4.5.1 Feature Descriptions (cont'd.)**

- Z. Message Waiting Indicator:** Provides the end-user with an audible (stutter dial tone) or visual (lamp or other CPE display) indication that messages are waiting to be retrieved. Message Waiting Indication can only be activated/deactivated by a voice mailbox or other voice messaging service provided by the Company or third party. It is the responsibility of the Customer to subscribe to a compatible voice messaging service. Visual Message Waiting Indication requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.
- AA. Preferred Call Forwarding:** Forwards only selected calls to another number of the customer's choice.
- AB. Privacy Director:** Identifies unavailable, unknown, blocked or private telephone numbers. Available for residential customers only.
- AC. Remote Access to Call Forward Variable -** Permits the end-user to activate or deactivate the Call Forwarding Feature. See Call Forwarding for description. The end-user must dial an activation code in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed remotely from some other line.
- AD. Remote Call Forwarding:** It is an exchange service that utilizes a telephone number to forward automatically all incoming calls dialed to the Remote Call Forward telephone number to another number. Additional paths are available.
- AE. Repeat Dialing (Auto Redial):** Permits the end-user to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

Calls to 800 Service numbers
Calls to 900 Service numbers
Calls preceded by an interexchange carrier access code
International Direct Distance Dialed calls
Calls to Directory Assistance
Calls to 911

SECTION 4 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**4.5 Optional Calling Features (Cont'd.)****4.5.1 Feature Descriptions (cont'd.)**

- AF. Speed Calling 8:** Allows the customer to assign a one or two digit code for up to eight telephone numbers for quicker access.
- AG. Speed Calling 30:** Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available in a thirty (30)-code list. Code list and may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from a speed calling list without assistance from the Company.
- AH. Star 98 –** Allows the subscriber to access voice mail by dialing *98.
- AI. Three Way Calling:** Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.
- AJ. Three Way Calling with Transfer –** Allows you to talk with two people at one time and be able to transfer an incoming call to another phone line.

SECTION 5 - LOCAL SERVICES PRICE LIST**5.1 General**

Services provided in this tariff section are provided as available. Local Services may be provided through the use of resold switching and transport facilities obtained from Other Telephone Companies.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers. The rates, terms and conditions set forth in this Section 5 are not applicable to the Company's provision of service within the service area of any other incumbent local exchange carrier, other than BellSouth Telecommunications, unless specified. The rates, terms and conditions set forth in this Section 5 are available on a retail basis only and will not be provided for resale to any other carrier.

All rates set forth in this Section 5 are subject to change and may be changed by the Company pursuant to notice requirements established by the Alabama Public Service Commission.

5.2 Basic Residence Local Exchange Service

Residence Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. Additional lines and features are available.

Local exchange service lines are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate basis depending on the service plan selected by the Customer. All service plans may not be available in all areas.

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

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SECTION 5 - LOCAL SERVICES PRICE LIST, (CONT'D.)
5.2 Residence Local Exchange Service (Cont'd)

Some products include a predetermined amount of long distance minutes as part of the monthly recurring charge for that product. Specific amounts are included in the applicable product description in this section of the tariff. The included long distance minutes are on a per line basis. However, some products include an option, and for an additional fee, the opportunity for the customer to combine their "free" minutes across all lines at that location.

5.2.1 Basic Monthly Recurring Charges

The following charges apply to Standard Residence Local Exchange Service lines per month. Rates and charges include Touch-tone Service for each line. The rates and charges below apply to service provided on a month-to-month basis and allows the customer unlimited (local, non-toll) calling to all exchange access lines within the customer's local calling area.

Basic Flat Rate Service, On-Net	\$15.95
Basic Flat Rate Service, Off-Net/Resale	\$19.95
Basic Flat Rate Service, Required for DSL	\$19.95

5.2.2 Condo/Residential Single Line Service

Condo/Residential Single Line Service provides the customer with a flat rate local exchange access line, Touch-Tone capability, unlimited local (non-toll) calling to all exchange access lines within the subscriber's local calling area as defined by Company. This calling plan also provides the subscriber with the optional features of basic call waiting, caller id, long distance block and a personal account code. This service is only available to condominium residents that are provided service exclusively via Harbor's Network.

Monthly Rate Per Line:	\$12.95
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5.2.3 Nonrecurring Charges

Nonrecurring charges apply to each line installed for the Customer. Nonrecurring charges are contained in Section 3 of this tariff. All such charges will appear on the next bill following installation of the service.

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SECTION 5 - LOCAL SERVICES PRICE LIST, (CONT'D.)**5.3 Basic Business Local Exchange Service**

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

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

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

Some products include a predetermined amount of long distance minutes as part of the monthly recurring charge for that product. Specific amounts are included in the applicable product description in this section of the tariff. The included long distance minutes are on a per line basis. However, some products include an option, and for an additional fee, the opportunity for the customer to combine their "free" minutes across all lines at that location.

5.3.1 Monthly Recurring Charges

The following charge applies to a Standard Business Local Exchange Service line per month. Rates and charges include Touch-tone Service for each line. The charge below applies to service provided on a month-to-month basis.

Basic Flat Rate Business Line, On-Net	\$27.95
Basic Flat Rate Business Line, Off-Net/Resale	\$40.95
Basic Flat Rate Business Line, Required for DSL	\$40.95

5.3.2 Nonrecurring Charges

Nonrecurring charges apply to each line installed for the Customer. Nonrecurring charges are contained in Section 3 of this tariff. All such charges will appear on the next bill following installation of the service.

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SECTION 5 - LOCAL SERVICES PRICE LIST, (CONT'D.)**5.4 Other Monthly Recurring Charges****5.4.1 FCC Charge for Network Access (sometimes referred to as End User Common Line Charge, EUCL)**

The following charge applies to recovery of Federal Line Charge:

Residential, Per Line	\$6.00
Business, Per Line	\$7.00

5.5 Optional Calling Features

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

5.5.1 Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange line Residential and Business Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

Optional Calling Features	Residential	Business
Three-Way Calling	\$0.90	\$0.90
Call Return	\$0.90	\$0.90
Repeat Dialing	\$0.90	\$0.90
Busy Connect	\$0.90	\$0.90
Calling Number Delivery Blocking, Per Call	No Charge	No Charge

Denial of per call activation for Three-Way Calling, Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

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SECTION 5 - LOCAL SERVICES PRICE LIST, (CONT'D.)**5.5 Optional Calling Features, (Cont'd.)****5.5.2 Features Offered on a Monthly Basis**

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. All features and fees are on a per line basis. A Change Order Fee will apply per order unless installed at the initiation of service.

Optional Calling Feature	Residential	Business
Auto Redial	\$2.00	\$2.00
Call Block	\$2.00	\$2.00
Call Forwarding Busy Line - Basic	\$2.00	\$2.00
Call Forward Busy Line Customer Control	\$2.00	\$2.00
Call Forward Don't Answer - Basic	\$2.00	\$2.00
Call Forward Don't Answer Customer Control	\$2.00	\$2.00
Call Forward Don't Answer with Ring Control	\$2.00	\$2.00
Call Forward Variable	\$2.00	\$2.00
Call Forward Variable Multipath	\$2.00	\$2.00
Call Return	\$2.00	\$2.00
Call Return Block	\$2.00	\$2.00
Call Selector	\$2.00	\$2.00
Call Waiting – Basic	\$2.00	\$2.00
Call Waiting – Deluxe w/ Call Forward Don't Answer	\$3.00	N/A
Call Waiting Deluxe w/ Conferencing	\$3.00	N/A
Call Tracing	\$2.00	\$2.00
Caller ID – Basic	\$3.00	\$3.00
Distinctive Ringing I	\$3.00	\$5.00
Distinctive Ringing II	\$5.00	\$7.00
Message Waiting Indicator – Audible	\$2.00	\$2.00
Message Waiting Indicator – Visual	\$2.00	\$2.00
Preferred Call Forwarding	\$2.00	\$2.00
Repeat Dial/Auto Redial Block	\$2.00	\$2.00
Speed Calling (8 codes)	\$2.00	\$2.00
Speed Calling (30 codes)	\$2.00	\$2.00
Star 98 Access	\$2.00	\$2.00
Three Way Calling	\$2.00	\$2.00
Three Way Calling w/ Transfer	\$2.00	\$2.00

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SECTION 5 - LOCAL SERVICES PRICE LIST, (CONT'D.)**5.5 Optional Calling Features, (Cont'd.)****5.5.2 Features Offered on a Monthly Basis (cont'd.)**

Optional Calling Feature	Residential Monthly	Residential NRC	Business Monthly	Business NRC
Caller ID Deluxe with Anonymous Call Rejection	\$4.00	Note 1	\$4.00	Note 1
Caller ID with Name and Number Delivery	\$4.00	Note 1	\$4.00	Note 1
Caller ID Deluxe for Hunt Groups	\$4.00	Note 1	\$4.00	Note 1
Customized Code Restriction	\$2.00	\$5.00	\$5.00	\$5.00
Dual Service	N/A	\$20.00	N/A	\$24.00
Enhance Caller ID	N/A	Note 1	\$5.00	Note 1
Hunting	\$2.75	\$10.00	\$2.75	\$10.00
Privacy Director	\$5.75	\$19.95	N/A	N/A
Remote Access to Call Forwarding	\$2.00	Note 1	\$6.00	Note 1
RCF Add'l Path following Initial	\$10.95	\$64.00	\$10.95	\$64.00
Remote Call Forwarding	\$19.00	\$64.00	\$27.95	\$64.00

Note 1:

Customer will be charged the appropriate Change Order Fee as described in Paragraph 3.1 of this Tariff should the customer add, change or delete a Feature after initial installation. This applies to all Features listed above except those listed with a NRC.

5.5.3 Harbor Zone

Harbor Zone is an optional extended calling area feature which provides unlimited outbound calling within the customer's LATA for a flat monthly fee. The customer does not receive call detail for the associated calls. Harbor Zone is available where the Company has on-net facilities to accommodate this feature and is to be used for voice calls only. It is not intended to be used for data or Internet access.

Monthly Recurring Rate, Per Residential Line:	\$5.95
Monthly Recurring Rate, Per Business Line:	\$19.95

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SECTION 6 - SPECIAL ARRANGEMENTS**6.1 Contract Services**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features.

The rates, terms and conditions of the contract will be developed on an individual case basis and may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Rates will include all relevant costs, plus an appropriate level of contribution.

Unless otherwise specified, the regulations for contract service arrangements are in addition to the applicable regulations and rates specified in other sections of this tariff.

6.2 Promotions

The Company may from time to time engage in special promotional service offerings of limited duration.