

Effective: October 8, 2002

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES

Title Page

Harbor Communications, LLC

**Domestic Interstate Interexchange Services
Rates, Terms and Conditions of Service**

This Interstate Rates, Terms and Pricing Guide (“Guide”) contains the publicly available rates, terms, conditions and service descriptions applicable to domestic interstate interexchange telecommunications services furnished by Harbor Communications, LLC, herein referred to as the Company, for interstate services between and among domestic points within the United States. Questions regarding this document may be directed to Customer Service at the telephone number listed at www.harborcom.com, or may be submitted in writing to:

Harbor Communications, LLC
Attention: Regulatory Manager
618 Azalea Road
Mobile, Alabama 36609

The Company's telephone numbers are:

Main Administration (8:00 AM to 5:00 PM regular work days) 251-662-1532

Customer Service (24 hours, seven days a week) 251-662-1532
Or 866-832-7267

Effective: September 15, 2005

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES

Check Sheet

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below compromise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
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* Indicates pages most recently revised.

Effective: March 6, 2002

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES

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Effective: March 6, 2002

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES

SYMBOLS

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

- C** - to signify a changed regulation
- D** - to signify a discontinued rate or regulation
- I** - to signify an increase
- M** - to signify text moved from one location to another
- N** - to signify a new rate or regulation
- O** - to signify an obsolete service, rate or regulation.
- R** - to signify a reduction
- T** - to signify a change in text but no change in rate or regulation
- Z** - to signify a correction

Effective: March 6, 2002

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES

APPLICATION OF GUIDE

This Guide contains the regulations and rates applicable to the provision of domestic interstate telecommunications services by Harbor Communications, LLC ("Harbor Communications") (hereinafter referred to as the Company), from its originating location(s) in the United States to all points in other States and US Territories. Service is furnished subject to transmission, atmospheric and like conditions.

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

Effective: March 6, 2002

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES**SECTION 1 – DEFINITIONS AND ABBREVIATIONS**

1.1 DEFINITIONS

Access Line: A dedicated arrangement from the local telephone company, common carrier, or CLEC, which connects a customer location to Carrier's location or switching center.

Authorization Code: A numerical code, one or more of which may be assigned to a customer to enable the Carrier to identify use of service on the customer's account and to bill the customer accordingly for such service. Multiple authorization codes may be assigned to a customer to identify individual users or groups of users on his account.

Authorized User: A person, firm, corporation or other legal entity which is authorized by the Customer to utilize or be connected to the service of the Customer. An authorized user is other than an employee, officer or director of Customer if Customer is a company, and other than a family member of person residing with Customer if Customer is a residential user. Customer is responsible for all charges incurred by Authorized Users.

Calling Card Call: A service whereby the Customer or Authorized User dials all of the digits necessary to route and bill a call placed from a location other than his/her residence. Service is accessed via a toll free number or other access code dialing sequence.

Carrier: Harbor Communications, LLC, unless the context means otherwise.

Carrier Recognized Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Chargeable Time: For billing purposes calls are charged from the time the connection between the calling party and the called party is established. The time at the beginning of each minute of the connection determines the applicable rate period. Chargeable time ends when the calling station hangs up. If the called party hangs up but the calling party does not, billing stops when the connection is released by automatic timing equipment in the network.

Collect Billing: A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Company: Harbor Communications, LLC, unless otherwise noted in text.

Commission: The Federal Communications Commission, unless otherwise noted in text.

Effective: March 6, 2002

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES**SECTION 1 – DEFINITIONS AND ABBREVIATIONS**1.1 DEFINITIONS (Cont'd)

Customer: The person, company, firm, corporation or other entity that contracts with the Company to receive, orders and/or uses service provided by the Company. The Customer is responsible for the payment of charges and compliance with the terms and conditions contained herein.

Customer Premise Equipment: Terminal equipment, as defined herein, which is located on the Customer's premise.

Dedicated (or Special) Access: Where access between the Subscriber or Customer and the interexchange carrier is provided on dedicated circuits. The cost of Dedicated (or Special) Access is billed to the Customer by the local exchange carrier, or other approved access provider.

Facilities: Company's facilities consist of facilities which Company leases and for which Company renders a bill for payment to its Customers, whether or not such Facilities are actually owned by Company. Company's Facilities also include the computerized switching equipment which is used by Company to connect Customer's local call to a facility provided by an underlying facilities-based long distance Carrier over whose circuits the Customer's call is routed.

InterLata Call – A call that originates in one LATA but terminates in another LATA.

Interstate Call – A call that originates in one State and terminates in another State or US Territory.

LATA: Local Access and Transport Area. A geographical area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications service.

Operator Station Call: A service whereby the caller places a non-Person to Person call with the assistance of an operator (live or automated).

Person to Person Call: A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department or office to be reached through a PBX attendant.

Effective: March 6, 2002

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES**SECTION 1 – DEFINITIONS AND ABBREVIATIONS****1.1 DEFINITIONS (Cont'd)**

Pricing Guide – This document describing the publicly available rates, regulations, terms, and conditions governing interstate interexchange service provided by the Company.

Subscriber: The person, company, firm, corporation or other entity that contracts with the Company to receive, orders and/or uses service provided by the Company. The Customer is responsible for the payment of charges and compliance with the terms and conditions contained herein.

Switched Access: Where access between the Customer and the Carrier is provided on local exchange company circuits capable of accessing the local switched network. The cost of switched Feature Group access is billed to the Carrier.

Term Commitment: Customer who commits to using the carrier's service for a specified time may be eligible for lower rates. Rates may be based on length of term and volume.

Term Discount: Specified discounts the carrier may provide a customer who commits to using certain carrier services for a specified period of time.

Terminal Equipment: Devices, apparatus, and associated wiring, such as facsimile machines, telephones, or data sets.

Third Party Billing: A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

Underlying Carrier: The facilities based inter exchange carrier or carriers from whom Harbor Communications, LLC purchases Long Distance Service.

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

Verified Project Account Code (VPAC): A specific three (3) or four (4) digit customer specified code associating a call to a particular person, department, cost center, project or client. Incorrect codes are blocked.

Volume Discounts: Specified service offerings the Carrier provides may offer discounts based upon monthly usage billing volume.

Effective: March 6, 2002

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES**SECTION 2 – RULES AND REGULATIONS****2.1. Carrier Undertaking**

Carrier provides long distance interexchange telephone service to customers for their direct transmission of voice, data, and other types of communications.

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

The Company's services are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Use of Service

The Services may be used for any lawful purpose consistent with the transmission and switching parameters and rules of the facilities utilized in the provision of Service. The Customer shall not make use of the Services or underlying network:

- (A) in any way which might reasonably be expected to frighten, abuse, torment, or harass another;
- (B) for any purpose in violation of the law;
- (C) in such a manner as to unreasonably interfere with the use of the Service by any of the Company's customers; and/or
- (D) to transmit any material which, in the Company's sole discretion
 - (1) violates any U.S. or state regulation, including material which infringes another's intellectual property rights,
 - (2) is threatening or obscene, libelous, defamatory or violates any right of privacy of another,
 - (3) is discriminatory or otherwise offensive.

Effective: March 6, 2002

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES**SECTION 2 – RULES AND REGULATIONS****2.3 Limitation on Service**

- 2.3.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.3.2 Carrier reserves the right to provide services only to and from locations where the necessary facilities or equipment are available.
- 2.3.3 Carrier reserves the right to discontinue furnishing service when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law. Service furnished by Carrier may not be used for any unlawful purpose.
- 2.3.4 Title to any equipment provided by the Carrier under these regulations remains with the Carrier. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any assigned or transferee.
- 2.3.5 Carrier reserves the right to deny service to applicants or subscribers whose financial condition is not acceptable to the Carrier.

2.4 Limitation of Liability

- 2.4.1 Carrier shall not be liable to any person, firm or entity for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or lost profits arising out of mistakes, accidents, errors, omissions, interruptions, delays, acts of God, fire, war, civil disturbance, an act of government, or by any other cause beyond Carrier's direct control, or defects in transmissions and not caused by the negligence of the Carrier, commencing upon activation of service and in no event exceeding an amount equivalent to the proportionate charge to the customer for the period of service during which mistakes, accidents, errors, omissions, interruptions, delays defects in transmission occurred.
- 2.4.2 Carrier makes no warranty, whether express, implied or statutory, as to the description, quality, merchantability, completeness or fitness for any purpose of the service or local access, or as to any other matter, all of which warranties by Carrier are hereby excluded and disclaimed. Any claim or loss, expense, or damage including indirect, special or consequential damage) for any act or omission of the customer. Additionally, the Carrier shall not be held liable for any of the following:

Effective: March 6, 2002

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES**SECTION 2 – RULES AND REGULATIONS****2.4.2 Limitation on Liability (Cont'd)**

- A. Any claims or loss, business loss, expense, or damage (including direct, indirect, special or consequential) for any loss of service excluding gross negligence by the Carrier.
- B. Any claim or loss, expense, or damage (including indirect, special or consequential damage) for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by Carrier if not caused by negligence of Carrier.
- C. Carrier shall not be liable for any defacement of or damages to the premises of a customer, resulting from the furnishing of service, which is not the result of Carrier's negligence.
- D. Carrier is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- E. The Carrier shall not be liable for any claim, loss or refund as a result of loss, theft, or fraudulent use of account codes, authorization codes or access numbers issued with the Carrier's travel/calling card services.
- F. The Carrier shall not be liable for any claim, loss or refund as a result of subscriber receiving unwanted or unauthorized calls via a carrier provided toll free number.
- G. The Carrier shall not be liable for any claims, loss or refund as a result of unauthorized or any person placing toll calls via telephone numbers presubscribed to the Carrier, casual calling, or any other type of call

Effective: March 6, 2002

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES**SECTION 2 – RULES AND REGULATIONS****2.4.2 Limitation on Liability (Cont'd)**

- H. Carrier, at its own expense, will indemnify the customer and hold harmless in respect to any and all loss, damage, liability or expense asserted against the customer by a third party on account of any property damage or personal injury caused by any gross negligence or willful misconduct of Carrier arising out of performance by Carrier of any testing or other activities on the Customer's premises pursuant to this tariff. Carrier's obligations under the immediately preceding sentence shall be subject to the customer's full performance of this tariff and subject further to the customer's duty to take reasonable precautions in the location, construction, maintenance, and operation of all activities, facilities and equipment for the protection against hazard or injury and to not interfere with services provided by the Carrier.

2.4.3 Carrier shall be indemnified and held harmless by the customer against:

- A. Claims for libel, slander, infringement of copyright or patent infringement, unauthorized use of any trademark, trade name or service mark arising out of the material, data information, or other content transmitted over the Carrier's facilities.
- B. All other claims arising out of any act or omission by the customer in connection with any service provided by the carrier.
- C. A credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to negligence by the customer, or to the failure of the channels, equipment and/or communications systems provided by the customer, or to circumstances beyond the Carrier's control, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the customer to notify Carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the Carrier's terminal.

Effective: March 6, 2002

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES**SECTION 2 – RULES AND REGULATIONS****2.5 Restoration of Service**

The use and restoration of service in emergencies shall be in accordance with the Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

2.6 Customer Responsibility

2.6.1 All customers assume general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communication systems provided by others are connected to Carrier's facilities, the customer assumes additional responsibilities. All customers are responsible for the following:

- A. The customer is responsible for providing accurate information necessary for the Carrier to install service, placing orders for service, paying all charges for service rendered by Carrier and complying with all of Carrier's regulations regarding the service. The customer is also responsible for assuring that its users comply with regulations.
- B. At the time of placing an order for service, the customer must provide:
 - 1. The name(s) and address(es) for the person(s) responsible for the payment of service charges.
 - 2. The name(s), telephone number(s), and addresses of the customer contact person(s).

Effective: March 6, 2002

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES**SECTION 2 – RULES AND REGULATIONS****2.6.1 Customer Responsibilities (Continued)**

- C. The customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
1. Negligence or willful act of the customer or user.
 2. Improper use of service or equipment.
 3. Any unauthorized use of equipment or service provided by the Carrier or others.
- D. After receipt of payment for damages, Carrier will put forth best effort to cooperate with the customer in prosecuting a claim against any third party causing damage.

2.6.2 Maintenance, Testing, and Adjustment

Upon reasonable notice, the equipment provided by the Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.6.3 Deposits

The Company may require a cash deposit from a prospective customer, a presently disconnected customer, a current customer, or a former customer to be held as a guarantee for the payment of charges.

Customers unable to establish or maintain their credit worthiness will be required to furnish a deposit in an amount up to the maximum allowed by law for Service. If no maximum deposit has been established by law, the Customer will be required to furnish a deposit or advance payment in an amount based upon two (2) month's estimated usage.

The Company reserves the right to periodically review the Customer's credit worthiness and credit terms. The Company also reserves the right to change credit terms and conditions based on the Customer's payment history and credit worthiness.

The Company will pay interest on such deposits at the rate established in accordance with Federal Communications Commission.

Effective: March 6, 2002

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES**SECTION 2 – RULES AND REGULATIONS****2.6.3 Deposits (cont)**

Deposits shall be returned to the customer when service is terminated or when satisfactory credit has been established. Satisfactory credit may be established through prompt payment of all Carrier bills for a period of one year (two year maximum).

Upon termination of service, deposits with accrued interest shall be credited to the final bill and balance returned to the customer.

2.6.4 Credit Allowance

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, and billed for, by the Carrier.

- A. Credit allowances for failure of service or equipment starts when the customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer. No credit shall be allowed for an interruption of two hours or less.
- B. The customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act or omission of the customer, or in wiring or equipment connected to the terminal.
- C. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:
 - 1. Interruptions of service resulting from Carrier performing routine maintenance.
 - 2. Interruptions of service for implementation of a customer order for a change in the service.
 - 3. Interruption caused by negligence of the customer or his authorized user.

Effective: March 6, 2002

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES**SECTION 2 – RULES AND REGULATIONS****2.6.4 Credit Allowance (Cont'd)**

4. Interruptions of service because of the failure of service or equipment due to customer or authorized user provided facilities.
5. Interruptions of service due to circumstances beyond the reasonable control of the Carrier.

2.6.5 Cancellation by Customer

- A. If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before service begins, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by Carrier.
- B. The subscriber may have service discontinued by notifying the Carrier either verbally or in writing. The Carrier shall hold the Subscriber responsible for payment of all bills for service furnished until the cancellation date specified by the Subscriber or until the service is disconnected, whichever is later. Where the Customer is being provided service via dedicated facilities of any type, a minimum thirty (30) days advance notice is required to terminate service.
- C. Customers who have signed a term commitment, in accordance with the written agreement, may cancel service at anytime after the term ends. Early termination will result in the customer being billed and required to pay the monthly commitment for the remainder of the term in accordance with the signed agreement.

Effective: March 6, 2002

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES**SECTION 2 – RULES AND REGULATIONS****2.6.6 Payment and Charges for Services**

- A. Service is provided and billing is on a monthly basis. Service continues to be provided for month to month customers until the Carrier is notified either verbally or in writing of the customer's desire to disconnect service, unless other restrictions apply such as term commitments as explained in this tariff.
- B. The customer is responsible for payment of all charges for services furnished by Carrier as well as all federal, state, county, and municipal taxes, fees and surcharges. This includes the Universal Service Fund as applicable.
- C. A customer of Carrier Toll Free service is responsible for payment for all calls placed to or via the customer's Toll Free number (s). This responsibility is not changed by virtue of any use, misuse, or abuse of the customer's service or customer provided systems, equipment, facilities or services interconnected to the customer's Toll Free service, which use, misuse or abuse may be occasioned by third parties, including, without limitation, the customer's employees and members of the public who dial the customer's Toll Free number by mistake.
- D. If notice of a dispute as to charges is not received, in writing, within thirty (30) days after an invoice is rendered, such invoice shall be deemed to be correct and binding upon the customer.
- E. In the event the Carrier incurs fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed, the customer will be liable for the payment of all such fees and expenses reasonably incurred.

Effective: March 6, 2002

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES**SECTION 2 – RULES AND REGULATIONS****2.6.6 Payment and Charges for Services (Cont)**

- F. The customer or user of carrier provided services is responsible for payment of all charges for services and equipment furnished to the customer for transmission of calls via the carrier regardless of intentional, negligent, or fraudulent use. In particular, and without limitation to the foregoing, the customer or user is responsible for any and all costs incurred as the result of:
1. Any and all use of the services provided by the carrier, including calls which the customer did not individually authorize.
 2. Any and all calls placed to a toll free service number provided to the customer by the carrier.
 3. Any and all calls placed using a carrier provided travel/calling card or authorization number, including calls, which the customer did not individually authorize.
- G. The Carrier may deal with customers whose accounts show very small balances by withholding the issuance of an invoice until the amount due from the customer reaches a level which, in the Carrier's sole discretion, is deemed large enough to justify initiating the billing and collection process. This extended invoicing period will never exceed three months and only applies where very low balances are involved. The Customer may, however, request monthly billing under these circumstances.
- H. Payment is due upon receipt of the invoice. Interest charges will be applied on any amount remaining unpaid after twenty (20) days of the date of the invoice at the rate of 1.5% per month.

Effective: March 6, 2002

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES**SECTION 2 – RULES AND REGULATIONS****2.6.7 Application of Charges**

The charges for service are those in effect for the period that service is furnished. If the charges for a period covered by a bill change after the bill is rendered, the bill will be adjusted to reflect the new charges.

2.6.8 Customer Complaint Procedures

Carrier will resolve any disputes brought to its attention, to its best ability, as promptly and effectively as possible. Customer Service Representatives can be reached via the toll free number listed in the front of this tariff.

Unresolved disputes may be directed to the Federal Communications Commission, Consumer & Governmental Affairs Bureau, Consumer Complaints, 445 12th Street, SW, Washington, D.C. 20554, by email sent to fccinfo@fcc.gov or by calling the FCC at 1-888-CALL-FCC (1-888-225-5322) voice, 1-888-TELL-FCC (1-888-835-5322) TTY. Consumers may visit the FCC's website at <http://www.fcc.gov/cgb/complaints.html> for additional instructions on filing a complaint.

In the event of a dispute concerning an invoice, the customer must pay a sum equal to the undisputed amount and notify the Carrier of the disputed portion. The customer must provide adequate justification, and documentation if applicable, as to why that portion of the bill is being disputed.

2.7 Carrier Responsibility**2.7.1 Calculation of Credit Allowance**

Pursuant to the limitations set forth in Section 2.7.4, when service is interrupted the credit allowance will be computed as follows:

- A. No credit shall be allowed for an interruption of less than two hours. The customer may be credited for recurring charges due to an interruption of more than two hours. Fractions of whole hours will round to the nearest whole hour.

Effective: September 15, 2005

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES**SECTION 2 – RULES AND REGULATIONS****2.7.1 Calculation of Credit (Cont)**

- B. When a minimum usage charge is applicable, or a term volume commitment is in effect, the Customer shall be credited 1/360th for each two hour period for charges affected by the disabled service
- C. Customers have up to 60 days from date of the invoice following the outage to initiate a dispute over charges or to receive credits. Carrier will try its best to resolve the dispute. Unresolved disputes may be directed to the attention of the commission.

2.7.2 Cancellation of Credit

Where a Carrier cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day the service was rendered or the equipment provided. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

2.7.3 Disconnection of Service by Carrier

Carrier, upon 5 days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. In the event that a customer's bill remains unpaid after more than twenty (20) days following rendition of the bill.
- B. In the event of a violation of any regulation governing the service under this tariff.
- C. In the event of a violation of any law, rule, or regulation of any government authority having jurisdiction over the service.
- D. Where Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
- E. In the event of fraudulent use of the underlying carriers network, Carrier will discontinue service and/or seek legal recourse to recover all costs involved in enforcement of this provision.

Effective: September 15, 2005

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES**SECTION 2 – RULES AND REGULATIONS****2.8 Rules Applicable to Toll-Free Services**

- 2.8.1 The Company will participate in porting toll-free numbers only if the account balance is zero and all charges incurred as a result of the toll free number have been paid.
- 2.8.2 If a Customer who has received a toll free number does not subscribe to toll-free service within fifteen (15) calendar days, the Company reserves the right to make the assigned number available for use by another Customer.
- 2.8.3 Toll free numbers shared by more than one Customer, whereby a unique Personal Account Code identifies individual Customers, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Resp. Org. or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.

2.9 Returned Check Charge

The subscriber will be assessed a \$25.00 handling charge for each instance of the subscriber's check for payment of service being returned to the Carrier by the bank after being dishonored. This is in addition to any charges the Customers own bank or financial institution may apply.

2.10 Duplicate Bill Charge

A Duplicate Bill Charge of \$5.95 per copy of each bill requested will be applied upon a customer's request for duplicate copies of telephone bill(s). The Duplicate Bill Charge will be applied regardless of how the copies are provided to the customer (electronically or paper), but will not be applied under the following instances:

- A. When customers programmatically receive additional copies of their bills each month;
- B. When customers request a copy of the bill because of non-receipt of an initial paper or electronic bill after new connect, transfer or change of address of the bill;
or
- C. When customers have not received a bill, via electronically or paper, due to Company error in the address of the bill.

Effective: September 15, 2005

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES**SECTION 2 – RULES AND REGULATIONS****2.11 Adjustment for New Local Taxes**

Should a municipality, county, federal, or other local taxing authority acquire the legal right to impose a tax, fee or charge, it shall be billed to the subscribers receiving service within the territorial limits of such municipality, county or other taxing authority. Such billing shall allocate these taxes, fees or other charges amongst the subscribers uniformly on the basis of each subscriber's charges for the type of service made subject to such tax, fee or charge.

2.12 Other Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Charge, the Presubscribed Interexchange Carrier Charge (PICC), Transport Interconnection Charges, Residual Interconnection Charges, E911, subscriber line charges, Telecommunications Relay Service and compensation to payphone service providers for the use of their payphones to access the Company's service.

2.13 Force Majeure

The Company's performance hereunder shall be excused in the event of 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, cable cuts, unavailability, failure, interruption or capacity limitations of telecommunications facilities or transmission links (digital or analog) and any law, order, regulation or other action of any governing authority or agency thereof.

Effective: March 6, 2002

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES**SECTION 3 – DESCRIPTION OF SERVICES****3.1. Timing of Calls**

Usage - The customer's long distance usage charge is based on the actual usage. Usage begins when the called party picks up the receiver. Chargeable time ends when the calling station hangs up. If the called party hangs up but the calling party does not, billing stops when the connection is released by automatic timing equipment in the network.

Time Periods - The customer's long distance usage charge is based on the day and time the originating party places the call.

3.2. Start of Billing

For billing purposes, the start of service is the day that the Carrier first provides service to the customer. The end of service is the last day or any portion thereof that service is provided by Carrier.

3.3. Volume and Term Discounts/Penalties

Rates are set forth in the Rates and Charges Section of this tariff.

3.3.1 **Volume Discounts/Penalties:** In order to receive reduced rates, customers may commit, by signing a written agreement, to an average minimum dollar amount per month. This minimum commitment is calculated over a six-month period. Only domestic direct dial outbound and domestic toll free calls apply to the average commitment. Operator service calls, directory assistance calls, calling card calls and international calls do not apply to the average monthly commitment. Every six months the customer's average billing will be evaluated and should a customer fail to achieve the commitment level average, the Carrier will invoice the customer for the difference between actual usage and monthly commitment. The customer is required to pay this difference. Rates are set forth in the Rates and Charges Section of this tariff.

Effective: March 6, 2002

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES**SECTION 3 – DESCRIPTION OF SERVICES****3.3 Term Discounts/Penalties (cont)**

3.3.2 **Term Discounts/Penalties:** In order to receive reduced rates, some customers may commit, by signing a written agreement, to use the Carrier's services for a specified time. This term commitment may be for all or partial services provided by the Carrier but will usually indicate a minimum amount of billing each month for a specified time period. Paragraph 3.3.1 explains volume commitments. Carrier maintains the right to invoice the customer for the remainder of the term, for each month remaining on the written agreement, should the customer disconnect before the written term commitment expires. Carrier will be entitled to payment up to a maximum of the overall commitment less all charges previously invoiced and paid by customer. For example, if a customer commits to \$1,000 per month for two years, and cancels service after 18 months, the Carrier has the right to bill and collect no more than \$6,000 on term commitment.

3.4 **Monthly Fees:** Some products have a monthly fee associated with them. This fee, if applicable, is defined in the Rates and Charges Section of this tariff. This monthly fee begins upon customer activation and ends when the customer terminates service and all call traffic, under that particular product, ceases.

Effective: March 6, 2002

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES**SECTION 3 – DESCRIPTION OF SERVICES**

- 3.5 Harbor Business Switched - is a switched service designed for business customers. Calls have an eighteen (18) second minimum and are rounded up to the nearest 1/10th of a minute (6 seconds) thereafter. Rates as set forth in the Rates and Charges section of this tariff and do not apply to directory assistance, calling card or operator assisted calls. Customers may select optional volume commitments to receive lower rates. Volume commitment is explained in paragraph 3.3 of this tariff. Customers may select, as an option, subscription to toll free service which contributes to volume commitments.
- 3.6 Harbor Business Dedicated - is a dedicated service designed for business customers with sufficient volume to warrant dedicated facilities such as a T1/T3. This product is only available via dedicated facilities. Calls have a six (6) second minimum and are rounded up to the nearest 1/10th of a minute (6 seconds) thereafter. Rates as set forth in the Rates and Charges section of this tariff and do not apply to directory assistance, calling card or operator assisted calls. Customers requesting this service must commit to a minimum one-year term. Customers may select optional volume and term commitments to receive lower rates. These commitments are explained in paragraph 3.3 of this tariff. Customers may select, as an option, subscription to toll free service which contributes to volume commitments.
- 3.7. Harbor Call - is a calling card service which enables Carriers' customers to place long distance calls from anywhere to anywhere within the state, using a calling card. Any Harbor Customer may add Calling Card service at their option. Rates are set forth in the Rates and Charges section of this tariff.
- 3.7.1 Business customer's calls have a thirty (30) second minimum and are rounded up to the nearest half-minute (30 seconds) thereafter.
- 3.7.2 Residential customer's calls have a sixty (60) second minimum and are rounded up to the nearest whole minute thereafter.

Effective: March 6, 2002

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES**SECTION 3 – DESCRIPTION OF SERVICES****3.7 Harbor Call (Cont)**

3.7.3 Speed Dialing, Call Re-origination and Information Services (providing News, Weather, Sports, etc.) features may be available at no additional monthly recurring charge. Although there is no charge to access these features, the regular per minute usage rates will apply when features are used.

3.7.4 Calls are automatically (electronically) routed without operator intervention. Customer receives prompts to assist in placing calls. Manual live operator assistance is available in placing a call at an additional charge.

3.7.5 Conference calling using the calling card may be available at an additional charge. This feature allows the customer to simultaneously connect with multiple parties.

3.8 Harbor Light – is an outbound switched service designed for residential customers. Calls have a sixty (60) second minimum and are rounded up to the next whole minute. Rates as set forth in the Rates and Charges section of this tariff and do not apply to directory assistance, calling card or operator assisted calls. A monthly service fee is applicable for all customers who subscribe to this product. Customers may subscribe to other services such as toll free or calling card services.

3.9 Safe Harbor – is an outbound-switched service designed for residential customers. Calls have sixty (60) second minimum and are rounded up to the nearest minute. Rates as set forth in the Rates and Charges section of this tariff do not apply to directory assistance, calling card or operator assisted calls. Customers may subscribe to other services such as toll free or calling card services.

3.10 Harbor Business Toll Free –Business customers may subscribe to this incoming toll free service. It may be installed as a switched or dedicated product and may or may not be used as a stand-alone product. Rates are set forth in Section 4 of this tariff. Call increments are billed the same as the customer's outbound product.

3.11 Harbor Residential Toll Free – Residential customers may subscribe to this incoming toll free service. This is a switched product. Residential customers who subscribe to this product must also subscribe to a Harbor residential outbound product. Rates are set forth in Section 4 of this tariff. Call increments are billed the same as the customers outgoing product.

Effective: September 15, 2005

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES**SECTION 3 – DESCRIPTION OF SERVICES**

- 3.12 Harbor Business Switched II -- is a flat-rate switched direct-dialed and toll free service designed for business customers. Calls have an eighteen (18) second minimum and are rounded up to the nearest 1/10th of a minute (6 seconds) thereafter. Rates as set forth in the Rates and Charges section of this tariff and do not apply to directory assistance, calling card or operator assisted calls. This product is available to any business but is primarily designed to serve businesses located outside of BellSouth operating areas.
- 3.13 Harbor Vario - is a dedicated service normally delivered via ATM (DS1) or some other dedicated facilities. This service is only available to customers who subscribe to Vario Local Service with Harbor Communications as described in Tariff Number 1. Both local service and long distance is delivered over the same Harbor facility. It is only available where Harbor has appropriate facilities available. Calls have an eighteen (18) second minimum and are rounded up to the nearest 1/10th of a minute (6 seconds) thereafter. Rates as set forth in the Rates and Charges section of this tariff and do not apply to directory assistance, calling card or operator assisted calls. Customers requesting this service must commit to a minimum one-year term. Customers may select, as an option, subscription to toll free service which contributes to volume commitments.
- 3.14 Harbor Vario Lite – is a switched service available only to those customers who subscribe to Harbor’s Vario Lite Local Service as described in company’s tariff number 1. This product is only available where Harbor has appropriate facilities. Calls have an eighteen (18) second minimum and are rounded up to the nearest 1/10th of a minute (6 seconds) thereafter. Rates as set forth in the Rates and Charges section of this tariff and do not apply to directory assistance, calling card or operator assisted calls. Customers may select, as an option, subscription to toll free service which contributes to volume commitments.
- 3.15 Harbor Light/Condo – a switched service available only to those residential customers who subscribe to Harbor’s Condo/Residential Single Line Service as described in the Company’s Alabama Tariff No. 1. Calls have a sixty (60) second minimum and are rounded up to the nearest minute. Rates, as set forth in the Rates and Charges section of this tariff, do not apply to directory assistance, calling card or operator assisted calls. Customers may select, as an option, subscription to toll free service or calling card services.
- 3.16 Harbor Select Plus – is an outbound and inbound switched service available to business customers who subscribe to the Harbor Select Plus local product. This service is not available to customers as a standalone long distance product or to customers that subscribe to any other Harbor local product. Calls have an eighteen (18) second minimum and are rounded up to the nearest 1/10th of a minute (6 seconds) thereafter. Rates as set forth in the Rates and Charges section of this tariff and do not apply to directory assistance, calling card or operator assisted calls.

Effective: September 15, 2005

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES**SECTION 4 - RATES AND CHARGES****4.1 Miscellaneous Rates and Charges****4.1.1 Customer Account Codes (three or four digits).**

1. Verified Personal Account Codes (VPAC), per group of 20	
Monthly per account/location, no names	\$2.00
Monthly per account/location with names	\$3.00
Change fee, per batch submitted	\$5.00
2. Personal Account Codes (PAC), no verification	
Monthly per account/location	\$1.00

4.1.2 Toll Free fees applicable to all inbound products.

Installation Charge, per toll free number	
New Customer	No Charge
Existing Customer	\$11.00
(requesting or porting additional toll free numbers)	
Monthly Recurring Fee per toll free number	\$1.00
Directory Assistance Listing Set-up (if available)	\$45.00
Directory Assistance Listing Monthly Fee	\$20.00

4.1.3 Dedicated Access Charges – Customers who request dedicated long distance service, such as a T1 (DS1) will be charged the rate imposed by the local exchange carrier or other facility provider and passed on to the Company. This fee is billed in advance and will be prorated on the customer's first invoice. In addition to this cost, the Customer will be charged the following:

	<u>One Year Term</u>	<u>Two Year Term</u>
Installation per T1	\$75.00	\$0
Monthly Recurring per T1	\$50.00	\$0

Effective: September 15, 2005

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES**SECTION 4 - RATES AND CHARGES**4.1 Miscellaneous Rates and Charges (Cont'd)

4.1.4 Optional Toll Free Features – Non-recurring (installation), monthly recurring and/or change charges for optional toll free features are as follows:

	Non- Recurring	Monthly Recurring	Per Change
Area Code Blocking *	\$25	\$7	\$25
NPA-NXX Blocking *	\$25	\$7	\$25
Area Code Routing *	\$75	\$10	\$25
NPA-NXX Routing *	\$75	\$10	\$25
Day of Year Routing	\$50	\$10	\$25
Time of Day Routing	\$50	\$10	\$25
Percent Allocation Routing	\$75	\$10	\$25
Info Digit Screening (per 800 number)	\$75	\$10	\$25
10 Digit Routing *	\$75	\$10	\$25
10 Digit Blocking *	\$25	\$7	\$25
Info Digit Routing	\$75	\$10	\$25
Standard ANI/DNIS Delivery (requires dedicated termination)	\$75	\$15	N/A
Customized DNIS Delivery (requires dedicated termination)	\$195	\$25	\$95

(* per batch of 25 or less)

4.1.5 Directory Assistance Rates – billed on a per calls basis.

Business Dedicated Access Directory Assistance	\$0.75
Business Switched Access Directory Assistance	\$0.80
Residential Directory Assistance	\$0.90
Business Calling Card Directory Assistance	\$0.90
Residential Calling Card Directory Assistance	\$0.90

Effective: October 8, 2002

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES**SECTION 4 - RATES AND CHARGES**4.1 Miscellaneous Rates and Charges (Cont'd)4.1.6 Switching Fees

Customers who select Harbor Communications as their carrier of choice will either not be billed a switching fee or may be credited for the fee imposed by the local exchange company. This switching fee is commonly referred to as the Primary Interexchange Carrier (PIC) fee.

4.1.7 Presubscribed Interexchange Carrier Charge (PICC)

The Company will bill the customer each month the PICC for each telephone number where the Company is selected as the carrier of choice. One charge will be applied to each telephone number regardless if the customer selected the Carrier as their primary IntraLATA provider, primary InterLATA provider or both. This fee is not applicable to residential customers or businesses with only one local line. For businesses with more than one local line the monthly fee is \$2.95 per line.

4.1.8 Universal Service Fund Surcharge

In connection with the FCC's Universal Service Orders, telecommunications services provided by the Company are subject to an undiscountable monthly Universal Service Fund ("USF") Surcharge equal to Customer's gross interstate and international usage charges, exclusive of taxes, multiplied by the USF percentage (contribution factor) as dictated by the FCC at the time of billing. The current contribution factor can be found at http://www.fcc.gov/wcb/universal_service/quarter.html.

This surcharge is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service. The percentage shall be adjusted periodically in accordance with FCC requirements.

The USF fee will not be applied to services sold by the Company to a Customer for resale for which the Customer has filed a Universal Service Worksheet, unless the Customer has a *de minimis* exemption which exempts the Customer from paying directly into the fund. These percentages will be subject to periodic adjustment.

Effective: March 2, 2002

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES**SECTION 4 - RATES AND CHARGES**4.1 Miscellaneous Rates and Charges (Cont'd)4.1.9 Payphone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge of \$0.53 will be applied to all interstate, intrastate and international calls that originate from any domestic payphone used to access the Company's services.

This surcharge, which is in addition to standard usage charges and any applicable service charges and surcharges associated with the Company service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

The Payphone Surcharge does not apply to calls placed from payphones at which the Customer pays for service by inserting coins during the progress of the call.

Effective: October 8, 2002

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES**SECTION 4 - RATES AND CHARGES**

- 4.2 **Harbor Business Switched** - All rates apply 24 hours a day 7 days a week. All usage applies to volume commitment/rates except for Directory Assistance and Operator Assisted Calls. Designed for business use only. Bill Rates are as follows:

<u>Monthly Volume Commitment</u>	<u>Outbound Interstate Rate</u>	<u>Inbound Toll Free Rate</u>
\$0	\$0.060	\$0.060
\$100	0.058	0.058
\$500	0.054	0.054
\$1,000	0.050	0.050

- 4.3 **Harbor Business Dedicated** - All rates apply 24 hours a day 7 days a week. All usage applies to volume commitment/rates except for Directory Assistance and Operator Assisted Calls. Designed for business use only. A one-year minimum commitment is required. Bill Rates are as follows:

<u>Monthly Volume Commitment</u>	<u>Outbound Interstate Rate</u>	<u>Inbound Toll Free Rate</u>
\$ 750	\$0.037	\$0.039
1,500	0.035	0.037
2,500	0.033	0.035
5,000	0.029	0.032

Effective: October 8, 2002

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES**SECTION 4 - RATES AND CHARGES**

- 4.4 Harbor Light - All rates apply 24 hours a day 7 days a week. Designed for residential use. Monthly Fees and Bill Rates are as follows:

Monthly Fee:	\$2.99
One Plus Outbound:	\$0.05
Inbound Toll Free:	\$0.09

- 4.5 Safe Harbor - All rates apply 24 hours a day 7 days a week. Designed for residential use. Bill Rates are as follows:

Monthly Fee	None
One Plus Outbound:	\$0.09
Inbound Toll Free:	\$0.09

- 4.6 Harbor Call - All calling card rates apply 24 hours a day 7 days a week.

Business Customers	\$0.19 per minute
Residential Customers	\$0.25 per minute
Speed Dialing	No Charge
Call Re-origination	No Charge
Information Services	No Charge
(Although there is no charge to access the above features, regular usage rates will apply when features are used.)	
Conference Calling	\$0.45 per minute, per participant
Conference Calling Set-up	\$1.75 per party
Manual Completion Surcharge	\$1.25 per call
Voice Message Delivery	\$0.40 per minute

- 4.7 Harbor Business Switched II -- All rates apply 24 hours a day 7 days a week. Designed for business use only. Bill Rates are as follows:

One Plus Outbound:	\$0.095
Inbound Toll Free:	\$0.095

- 4.8 Harbor Vario (Dedicated)— The listed flat rate applies 24 hours a day 7 days a week. All usage applies to volume commitment/rates except for Directory Assistance and Operator Assisted Calls. Designed for business use only. A one-year minimum commitment is required. Bill Rates are as follows:

Outbound Interstate	Inbound Toll
<u>Rate</u>	<u>Free Rate</u>
\$0.039	\$0.044

Effective: September 15, 2005

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES**SECTION 4 - RATES AND CHARGES**

- 4.9 Harbor Vario Lite (Switched)– The listed flat rate applies 24 hours a day 7 days a week. All usage applies to volume commitment/rates except for Directory Assistance and Operator Assisted Calls. Designed for business use only. Bill Rates are as follows:

Outbound Interstate	Inbound Toll
<u>Rate</u>	<u>Free Rate</u>
\$0.059	\$0.059

- 4.10 Harbor's Conference Calling

Permanent Conference Call Service

One-time establishment charge (includes self administration)	\$10.00
Monthly Fee, includes Toll Free Access Number	\$ 3.00
Per minute per participant	\$ 0.17

With the Permanent Conference Call Service, no other fees or surcharges apply. The Customer may cancel at any time.

One-Time Conference Call

One-time fee	\$15.00
Per minute, per participant	\$ 0.35

No other fees or surcharges apply. This One-Time Conference Call Service can only be used for one call.

- 4.11 Harbor Light/Condo - All rates apply 24 hours a day 7 days a week. Designed for residential customers who subscribe to Harbor's Condo/Residential Single Line Service. Bill Rates are as follows:

Monthly Fee	None
Outbound Interstate:	\$0.055
Inbound Toll Free:	\$0.16

- 4.12 Harbor Select Plus - Rates apply 24 hours a day, 7 days a week. This product is available only to business customers who subscribe to the Harbor Select Plus local product. Rates are as follows:

Monthly Fee	None
One Plus Outbound:	\$0.055
Inbound Toll Free:	\$0.055

Effective: March 6, 2002

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES

SECTION 5 - PROMOTIONAL OFFERINGS

5.1 **PROMOTIONAL OFFERINGS**

From time to time, the Company may elect to offer special promotional offerings on various products and services. These promotions will generally be offered for a specific period of time and consist of a reduced price, a waiver of installation charges, or a free service with a purchase of another service.

Installation and monthly recurring charges such as customer account codes and dedicated installation charges may be waived from time to time particularly if the customer signs a term commitment.

Effective: September 15, 2005

DOMESTIC INTERSTATE TELECOMMUNICATIONS SERVICES**SECTION 5 – CONTRACT SERVICES**

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