
INTRASTATE MESSAGE TOLL SERVICES

This guide includes the rates, charges, terms and conditions of service for the provision of intrastate communications service by Frontier Communications Online and Long Distance Inc. within the State of North Carolina.

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SYMBOLS

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

- C – Change in Regulation
- D - Deleted or Discontinued Material.
- I - Change Resulting in A Rate Increase.
- M - Moved from Another Guide Location.
- N - New Material
- R - Change Resulting in A Rate Reduction.
- T - Change in Text Only, No Change In Rates or Regulations.

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. 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. 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).

APPLICATION OF TARIFF

This guide contains the regulations and rates applicable to the provision of intrastate, interexchange resale common carrier communications service by Frontier Communications Online And Long Distance Inc. within the State of North Carolina.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

The following definitions are applicable to this guide:

Access Coordination - Access Coordination is the functions performed by the Company for the coordination of the maintenance, trouble shooting and repair of the Access Local Loop.

Access Line - A local channel for voice, data, or video communications which connects the Customer location to a location of the Company or its underlying carrier.

Account - The Customer who has agreed, orally or in writing, to honor the terms of service established by the Company. An Account may have more than one service billed to the same Customer address. An Account may include multiple locations for the same Customer.

Aggregator - Any person or other legal entity that may be a Customer and, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for telephone calls using a provider of operator services.

Agency Coordination - Agency Coordination are the functions performed by the Company acting as the customer's agent for the design, ordering, installation, pre-service testing and service turn-up of an Access Local Loop. When acting as the Customer's agent, the Company will design the service based on standard engineering considerations. These considerations may not produce a minimum price configuration.

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

Business Customer - For the purpose of this guide, a Business Customer is a Customer of the Company whose primary use of the Company's service is for business purposes. A Business Customer is also a Customer who accesses the Company's service using an access line that has been assigned a business class of service by the local service provider.

Carrier Identification Code (CIC) - A unique three (3) or four (4) digit code assigned to a company and used to identify that company to the Local Exchange Carrier and for placing calls on a non-presubscribed basis.

Collect Call - A billing arrangement by which the charges for a call may be billed to the called party, provided the called party agrees to accept the charges.

Commission - The Public Service Commission of North Carolina.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd.)

Company – Frontier Communications Online and Long Distance Inc., unless stated otherwise.

Customer - Any person, firm, partnership, corporation or other entity which subscribes to or uses service under the terms and conditions of this guide. The Customer is responsible for the payment of charges for service offered by the Company which are subscribed to or used by the Customer. The Customer is also responsible for payment of charges for a third person's use of service to which the Customer subscribes.

Equal Access - The ability of the Company to serve Customers on a presubscribed basis rather than through the use of dial access codes.

Holidays - Holidays recognized by the Company include New Years Day*, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day*, Labor Day, Columbus Day, Veterans Day*, Thanksgiving Day, and Christmas Day*. When any of the four asterisked (*) holidays falls on a Saturday or Sunday, the recognized holiday shall be observed on the preceding Friday or the following Monday, respectively.

Initial And Additional Period - The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging for time in excess of the Initial Period.

LATA - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 82-0192.

LEC - Local Exchange Company

Long Distance Message Telecommunications Service (LDMTS) - Long distance telecommunications service offered pursuant to this guide.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd.)

Operator Station Call - A service whereby the Customer 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.

Point-Of-Presence (POP) - The actual (physical) location at which the network of the underlying company is accessed within the state or LATA.

Premises - The physical space designated by the Customer for the termination of the Company's service.

Residential Customer - For the purpose of this guide, a Residential Customer is a Customer of the Company whose primary use of the Company's service is for personal use in a house, apartment or other residential dwelling unit. A Residential Customer is also a Customer who accesses the Company's service using an access line that has not been assigned a business class of service by the local service provider.

Sub-Minute Rating - Consists of an initial period rated at the appropriate initial period rate. Each increment thereafter is rated at the appropriate additional period rate which is less than one full minute.

Switched Access - A method for reaching the Company through the local service provider's switched network whereby the Customer uses standard business or residential local lines.

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Premises of the Customer.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's service is furnished to Customers for interexchange communications originating and terminating within North Carolina under the terms of this guide. The Company's service is available twenty-four hours per day, seven days per week, except as otherwise provided in the Company's guides.

The Company arranges for installation, operation, and maintenance of the service provided in this guide for the Customer in accordance with the terms and conditions set forth in this guide. The Company may, when authorized by the Customer, act as the Customer's agent for ordering access connection facilities provided by other carriers or entities (such as the local exchange company), to allow connection of a Customer's location to the Company's service. The Customer shall be responsible for all charges due for such service arrangement.

Unless otherwise stated in this guide, interstate interexchange service is only provided with intrastate interexchange service other than intrastate intraLATA MTS. Unless otherwise stated in this guide, interstate interexchange service and intrastate interexchange service, other than intrastate intraLATA MTS, are not offered separately.

2.2 Use of Service

2.2.1 Service may be used for any lawful purpose for which it is technically suited.

2.2.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company or its underlying carrier, as appropriate.

2.2.3 Recording of telephone conversations of service provided by the Company under this guide is prohibited except as authorized by applicable federal, state and local laws.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.3 Limitations of 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 guide. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this guide.
- 2.3.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this guide), or when service is used in violation of provisions of this guide or the law.
- 2.3.3 The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this guide, shall not be liable for errors in transmission or for failure to establish connections.
- 2.3.4 The Company reserves the right to refuse to process Third Party Billed calls when the billed party and/or standard validation techniques do not confirm acceptance, or based on characteristics of the originating location.
- 2.3.5 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.3.6 Service is offered subject to restrictions imposed upon the Company by any authority having authority over the Company's provision of service.
- 2.3.7 The Company may require the Customer to sign an application for service form furnished by the Company and to establish credit as provided in this guide, as a condition precedent to the initial establishment of service. The Company's acceptance of an application or order for service by an applicant whose credit has not been duly established may be subject to deposit, advance payment and/or refusal of service provisions described in this guide. The Company may also require a signed authorization from the Customer for additions to or changes in existing service for such Customer. An application for service canceled by the applicant or by the Company prior to the establishment of service is subject to the provisions of this guide concerning cancellation charges.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.4 Assignment or Transfer

The Customer may not transfer or assign the use of service offered by the Company without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this guide shall apply to all such permitted transferees or assignees, as well as all conditions of service.

2.5 Liabilities of Company

2.5.1 Except in cases of gross negligence or willful misconduct by the Company, the liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this guide (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.

2.5.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, but not limited to, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.

2.5.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Liabilities of Company, (Cont'd.)

- 2.5.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with state and federal laws.
- 2.5.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, servants, employees, or customers, or by facilities or equipment provided by the Customer.
- 2.5.6 The Company shall not be liable for unlawful use, or use by any unauthorized person, of its service, or for any claim arising out of a breach in the privacy or security of communications transmitted by the Company. The Company is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telecommunications facilities. Such unauthorized use of its telecommunications facilities includes, but is not limited to, the placement of calls through Customer-provided equipment which are transmitted or carried on the Company's network. The Customer is responsible for controlling access to, and the use of, its own telecommunications facilities.
- 2.5.7 With respect to service provided by the Company, the Company hereby expressly disclaims all warranties, expressed or implied, not stated in this guide, and in particular disclaims all warranties of merchantability or fitness for a particular purpose.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.6 Liability of the Customer

The Customer shall indemnify, defend and hold harmless the Company (including the costs of litigation and reasonable attorney's fees) against:

- 2.6.1 Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and
- 2.6.2 Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
- 2.6.3 All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, servants, employees, or customers, in connection with any service or facilities or equipment provided by the Company.

2.7 Taxes and Fees

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.7.1 Pay Telephone 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 is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services, unless otherwise specified in this guide. The Pay Telephone Surcharge, which is in addition to standard usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.7 Taxes and Fees, (Cont'd.)

2.7.1 Pay Telephone Surcharge, (Cont'd.)

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

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

Rate per Call	\$0.50
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2.8 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including, but not limited to, Part 68. In addition equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.

2.9 Installation

No installation at the Customer's premises is required to use the Company's service. Service is initiated by request of the Customer. The Company may refuse to provision service when the Company cannot verify that the party requesting the Company's service is authorized to request or to change service.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.10 Payment for Service

2.10.1 Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. Late Payment Charges for Customers who have their charges billed by an affiliated local exchange company will be the Late Payment Charge applied by the affiliated local exchange company to overdue charges. Customers that are not billed by an affiliated local exchange company may be charged a Late Payment Charge per month. The Late Payment Charge will apply to any overdue charges and will begin to accrue no sooner than the 30th day after the billing date or as allowed by law. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer, and the Customer will pay, all such fees and expenses reasonably incurred. Collection fees on overdue charges apply in addition to all applicable late payment charges and shall begin to accrue when the Account is assigned to an outside collection agency.

Residence - A Late Payment Charge of 1.5 percent or \$9.00 (whichever is greater) of the unpaid balance.

Business - A Late Payment Charge of 1.5 percent plus \$14.00 of the unpaid balance. (I)

2.10.2 The Customer is responsible for payment of all charges for service furnished to or used by the Customer, or the Customer's agents, servants, employees or customers. The Customer is also responsible for payment of charges for a third person's use of service to which the Customer subscribes. All charges due from the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported to the Company or its billing agent within six months after receipt of bill. Adjustments to the Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.10.3 The security of the Customer's Authorization Codes is the responsibility of the Customer. All calls placed using such Authorization Codes shall be billed to and shall be the obligation of the Customer. The Customer is responsible for all calls placed via their Authorization Code, whether such use is as a result of the Customer's intentional or negligent disclosure of the Authorization Code or otherwise. However, the Customer shall not be responsible for charges in connection with the unauthorized use of Authorization Codes arising after the Customer notifies the Company of the loss, theft, or other breach of security of such Authorization Codes.

2.10.4 The Company reserves the right to assess a charge of \$20.00, or the maximum amount allowed by law, whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.10 Payment for Service, (Cont'd.)

2.10.5 The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features.

2.10.6 The Company reserves the right to examine the credit record or other available external sources of credit of an applicant or Customer. The Customer whose service has been disconnected for nonpayment of bills shall be required to pay any unpaid balance due to the Company before service is restored, and a deposit may be required.

2.10.7 The Company shall make no refund of overpayment by the Customer unless the claim for such overpayment, together with proper evidence, is submitted within two years of the date of alleged overpayment. In calculating refunds, any applicable discounts shall be adjusted based upon the actual monthly usage after all credits and adjustments have been applied.

2.10.8 Duplicate Bill Charge

A Residential Customer who requests a reprint of their monthly long distance bill that is older than six months and whose long distance charges are billed by an affiliated local exchange company will be assessed the charge applied by the affiliated local exchange company.

2.11 Deposits

2.11.1 Each applicant for service may be required to establish credit. Any applicant whose credit has not been duly established may be required to make a deposit at the time of application to be held as a guarantee of payment of charges. In addition, an existing Customer may be required to make a deposit or increase a deposit currently held. The Company shall pay simple interest on deposits.

2.11.2 A deposit shall not exceed the estimated charges for one month of service, for residential and one and one-half months of service for business, plus installation, and shall be returned with accrued interest: 1) when an application for service has been canceled prior to the establishment of service; or 2) at the end of nine (9) consecutive months of a satisfactory credit history; or 3) upon discontinuation of service, whichever comes first. The Company shall apply the deposit against any outstanding balances due. If a credit balance exists after such application, the Company shall refund the balance to the Customer.

2.11.2 The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.12 Advance Payments

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months' estimated billing.

2.13 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence or other wrongful act or omission of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this guide. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer. Interruptions caused by Customer-provided, or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via LEC access. For purposes of credit computation, every month shall be considered to have 30 days For purposes of credit computation, every month shall be considered to have 30 days and every day 24 hours. For all Company services no credit shall be allowed for an interruption of continuous duration of less than twenty-four hours. For services billed on a usage basis, credits will be limited to, at maximum, the price of the call that was in progress at the time of the service interruption.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.14 Discontinuance and Restoration of Service

Service continues to be provided until canceled by the Customer or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this guide.

2.14.1 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore services as soon as it can be provided without undue risk.

2.14.2 Cancellation by the Customer

The Customer may have service discontinued upon written or verbal notice to the Company. The Customer shall pay the Company for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.

2.14.3 Refusal, Suspension or Cancellation by the Company

- A. For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is more than 60 days overdue. . Cancellation of service for nonpayment is subject to early termination liability obligations set forth in this guide.
- B. For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.14 Discontinuance and Restoration of Service, (Cont'd.)

2.14.3 Refusal, Suspension or Cancellation by the Company, (Cont'd.)

- C. For lack of use: The Company, by written notice to the Customer, may refuse, suspend or cancel service in the same manner as provided for nonpayment of overdue charges if after three full billing cycles the service has not been used.
- D. For violation of law or this guide: Except as provided elsewhere in this guide, the Company may refuse, suspend or cancel service, without notice, for any violation of terms of this guide, for any violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service or prohibits Customer from subscribing to, using, or paying for such service.
- E. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Company may refuse, suspend or cancel service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
- F. For unauthorized or unlawful use of Authorization Codes: Authorization Codes are issued by the Company only to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or Authorization Codes shall result in the immediate refusal, suspension or cancellation of service without notice.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.14 Discontinuance and Restoration of Service, (Cont'd.)

2.14.4 Notice of Discontinuance

The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated in this guide, the Customer shall be given 15 days notice to comply with any rule or remedy any deficiency:

- A. For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- B. For use of telephone service for any purpose other than that described in the application.
- C. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- D. For noncompliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission, provided five (5) working days' written notice is given before termination.
- E. For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the customer's regular monthly bill for service.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.14 Discontinuance and Restoration of Service, (Cont'd.)

2.14.4 Notice of Discontinuance, (Cont'd.)

- F. Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- G. Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
- H. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- I. Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such services.

2.14.5 Restoration of Service

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.15 Application for Service

The Company reserves the right to require Customers to make application(s) for service in writing using forms provided by the Company. Upon acceptance of an application for service by the Company, all applicable provisions in the Company's tariffs/guides, as amended from time-to-time which are lawfully on file, become the agreement for service between the Company and the Customer. Requests for additional service and changes to service, upon acceptance by the Company, become a part of the agreement for service, provided that each item of additional service shall be subject to the applicable minimum term of service. Acceptance or use of service offered by the Company shall be deemed an application for such service and an agreement by the Customer to subscribe to, use, and pay for such service in accordance with the applicable tariffs/guides of the Company, as amended from time to time, which are lawfully on file. Any change in rates or other guide provisions which are lawfully made shall be deemed to modify all agreements for service affected by such changes without further notice by Company to the Customer. Customer provision of false information, or a failure by the Customer to provide material information, in an application for service (either written or verbal) shall be deemed an attempt to avoid payment or to otherwise defraud the Company. In such circumstances, the Company may, at its option and with proper notice, revoke the application and refuse, cancel or suspend any service provided to the Customer without further liability or obligation to the Customer.

2.16 Interconnection

2.16.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

2.16.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this guide and the other common carrier's tariffs.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.16 Interconnection, (Cont'd.)

2.16.3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

2.17 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.18 Minimum Service Period

The minimum service period is one month (30 days), unless otherwise specified by guide or contract.

2.19 Local Charges and Wireless Air Time Charges

In certain instances, the Customer may be subject to charges by local exchange companies, including, but not limited to, message unit charges or to wireless air time charges to access the Company's network or to terminate calls. The Company shall not be responsible for any such local charges incurred by the Customer in gaining access to the Company's network.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.20 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests, pilot programs, waivers and promotions to demonstrate the ease of use, quality of service and to promote the sale of its services.

2.21 Other Rules

2.21.1 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the commission.

2.21.2 For demonstration or promotional purposes, services offered to Residential Customers may be provided on a temporary basis over telephone lines designated with a Business class of service or installed in business locations.

2.21.3 Demonstration or promotional calls of up to 10 minutes may be offered to existing or prospective Customers to demonstrate new services at no charge to the Customer. Such offerings will be limited to specific locations and dates and may include originating and/or terminating restrictions.

2.21.4 Due to billing system limitations, where noted in this guide, certain billing differences may exist based on the specific system utilized for developing and rendering the Customer's bill.

2.21.5 From time to time, the Company may offer complimentary limited use phone cards (total value not to exceed \$100) to potential business or residential Customers who respond to, or are targeted by advertising or marketing campaigns. The Company may also offer complimentary limited use phone cards to existing or returning Customers as an incentive to retain such Customers. The limited use phone card allows users to originate outbound, direct dialed domestic long distance calls via a toll free access number. All calls are rounded to the next higher full minute or unit. The limited use phone card shall expire on the date specified on the card, or in the absence of a physical card, on the date specified on the marketing material accompanying the complimentary calling service offer.

SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 General

- 3.1.1 The Company provides telecommunications services between locations within the State of North Carolina.
- 3.1.2 Presubscribed service is offered from locations served with equal access end offices.
- 3.1.3 The Company's service is available twenty-four hours per day, seven days a week.
- 3.1.4 Unless otherwise specified in the product description in this guide, services offered include interLATA and intraLATA long distance service where presubscription is available.

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.2 Calculation of Distance

Usage charges for all mileage sensitive services are based on the airline distance between the rate center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the applicable rate centers as defined by Telecordia (formerly Bellcore), in the following manner:

Step 1 - Obtain the "V" and "H" coordinates for the rate center of the originating and the destination points.

Step 2 - Obtain the difference between the "V" coordinates of each of the rate centers. Obtain the difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating rate centers of the call.

Formula:

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

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.3 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

- 3.3.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.3.2 Chargeable time for all station-to-station calls begins when connection is established between calling party and the called party and ends when the calling party hangs up thereby releasing the network connection. If the called party hangs up but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the network, or by an operator.
- 3.3.3 Minimum call duration for billing purposes is one minute unless otherwise specified in the individual rate schedules of this guide.
- 3.3.4 Calls are measured and billed in one minute increments unless otherwise indicated in this guide. Any partial minute is rounded up to a full minute.
- 3.3.5 No charges apply to incomplete calls.

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.4 Time-Of-Day Rate Periods

3.4.1 Optional Calling Plans

Unless otherwise specified in the product description in this guide, the following time-of-day and day-of-week rate periods are applicable to all optional calling plan calls.

DAY RATE PERIOD 8:00 AM to 5:00* PM Monday through Friday

EVENING RATE PERIOD 5:00 PM to 11:00* PM Sunday through Friday

NIGHT/WEEKEND RATE PERIOD 11:00 PM to 8:00* AM Sunday through
Friday, all day Saturday and Sunday until
5:00* PM

* to, but not including

Calls are billed based on the rate in effect for the actual time-of-day rate period(s) during which the call occurs, unless otherwise stated in this guide. Calls that cross rate period boundaries are billed the rate in effect in that boundary for each portion of the call, unless otherwise stated in this guide.

Other Rate Periods

Peak: Daytime Rate Period, per above.

Off Peak: All other days and hours which are not included in Daytime Rate Period above.

Flat: Twenty-four hours per day, seven days a week.

 SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.5 Long Distance Message Telecommunications Service

3.5.1 General Description

Long Distance Message Telecommunications Service (LDMTS) is the basic long distance service offered to residential and business Customer for outbound direct-dialed calling, utilizing Customer-provided switched access lines that are presubscribed to the Company. LDMTS may also be offered for casual (i.e. access code) calling where such service is provided.

This plan is an add-on service to the interstate LDMTS plan. A Minimum Spend Level Charge or a monthly recurring charge applies to Customers subscribing to this plan as specified in the Company's interstate RTC.

3.5.2 Rates and Charges

Calls are billed in one (1) minute increments after an initial minimum call duration of (1) one minute. Any partial minute is rounded up to a full minute.

A. Customer Dialed Direct Station-to-Station

The Customer Dialed Direct Station-to-Station class of service applies when the person originating the call dials the telephone number desired without the assistance of an operator and the call is billed to the calling station. It does not include calls from public or semi-public coin telephones.

		<u>Peak</u>	<u>Off-Peak</u>
*Residential	IntraLATA	\$0.4000	\$0.4000
	InterLATA	\$0.4000	\$0.4000
Business	IntraLATA	\$0.4000	\$0.4000
	InterLATA	\$0.4000	\$0.4000

*This service is currently grandfathered and is only available to existing customers at their existing locations.

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.6 Optional Residential Services, (Cont'd.)

3.6.1 Frontier Digital Phone Unlimited Service

A. General Description

Frontier Digital Phone Unlimited Service is a non-distance sensitive product that includes direct dial 1+ outbound service. Pre-subscription of the primary line to Frontier On-Line and Long Distance is required to subscribe. This plan is available to customers of certain local exchange companies (LEC) with whom the carrier has a billing and collections contract. The Customer must subscribe to the Frontier Digital Phone Unlimited Service or the Digital Phone Unlimited Plus Service local service product offered by that associated LEC and must be on the main billing number on the account in order to be eligible for the Frontier Digital Phone Service option.

Rates and Charges

Frontier Digital Phone Service calls are non-distance sensitive, flat-rated with the following rating periods:

Monday – Friday		Saturday & Sunday
D= Day	8:00 AM - 4:59PM	N = Night
E= Evening	5:00 PM - 11:59PM	12:00 AM Saturday through
N= Night	12:00 AM - 7:59AM	11:59 PM on Sunday.

B. Usage Charges

With the Frontier Digital Phone Unlimited Service option, unlimited intrastate usage is available only on the main billing number on the account. All calls that do not qualify for unlimited calling are billed in one-minute increments with a minimum billing of one minute per call. Only one Frontier plan is to be on the account for all lines. Frontier Digital Phone Unlimited Service long distance provides unlimited minutes of direct dialed 1+ intrastate calling for residential voice service only. The unlimited minutes of long distance service do not include usage for calls to 900 numbers, long distance directory assistance, or operator services.

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.6 Optional Residential Services, (Cont'd.)

3.6.1 Frontier Digital Phone Unlimited Service (Cont'd)

B. Usage Charges

Frontier Digital Phone Unlimited Service is offered to the residential user, for the Customer's personal, residential, non-business and non-professional use. Using Frontier Digital Phone Service is prohibited for any commercial or governmental activities, for profit or non-profit, including but not limited to home office, business, sales, telecommuting, telemarketing, continuous autodialing, fax broadcast, fax blasting, accessing the Internet with a long distance dial-up number, resale or transfer of the Frontier Digital Phone Service or any other activity that would be inconsistent with normal residential voice applications and usage patterns, including conference calls. Average residential Customer use will be determined by Frontier based on average minutes of use of the Plan by representative residential Customers served by Frontier who subscribe to the Plan. If a Customer has substantially more than average residential Customer use, Frontier may regard such use as non-residential use subject to the remedies set forth following. Frontier may suspend, restrict or cancel the Customer's service, subject to applicable notice requirements. If it is determined that the usage on the Frontier Digital Phone Unlimited Service is not consistent with residential voice applications, substantially exceeds average residential use, or is otherwise prohibited (such as long distance dial-up Internet calls), Frontier may immediately convert the service to an Frontier On-line and Long Distance plan that charges for all long distance calls or, where systems permit, charge a 10 cent per minute rate for non-voice long distance calls, or calls that are not considered normal residential voice usage. Additional restrictions may apply.

On the invoice there will be no individual call detail for usage that is associated with the unlimited direct dialed calls that are included in this plan. If the customer changes their long distance pre-subscription on their main line without any instruction as to what to do regarding the additional phone lines, the Frontier Digital Phone Unlimited Service plan option will automatically be removed from the main line and thus the customer's account. Additional phone lines are available on this plan. Each additional line will be billed a-per minute domestic rate defined in this price list. All calls are billed in one-minute increments with a minimum billing of one minute per call. If a customer subsequently does not pre-subscribe their additional line(s) to FCA but continues to have service on the main billing number on the account provided by FCA, casual calling rates on the additional line(s) will apply.

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.6 Optional Residential Services, (Cont'd.)

3.6.1 Frontier Digital Phone Unlimited Service (Cont'd)

B. Usage Charges (Cont'd)

8xx inbound products may be used in conjunction with Frontier Digital State Unlimited, where available.

C. Rates and Charges

	<u>Monthly Rate</u>
Canadian Rate	\$0.05

 SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.6 Optional Residential Services, (Cont'd.)

3.6.2 Frontier Digital Phone Essentials Service

A. General Description

Frontier Digital Phone Essentials a non-distance sensitive product that includes direct dial 1+ outbound service. Pre-subscription of the primary line to Frontier On-Line and Long Distance is required to subscribe to Frontier Digital Essentials. This plan is available in conjunction with the Frontier Digital Phone Essentials plan offered by the associated LEC and must be on the main billing number on the account in order to be eligible for the Frontier Digital Phone Essentials options.

Frontier Digital Essentials calls are non-distance sensitive, flat-rated, twenty-four hours a day, seven days a week.

B. Usage Charges

With the Frontier Digital Essentials, usage is available in a 30-minute block of time. THE BOT is applied at the line level. The Monthly Recurring Charge (MRC) for the 30 minute BOT for the Frontier Digital Phone Essentials can be found in the Frontier Online and Long Distance guide. Any intrastate usage above the allotted 30 minutes block of time will be subject to an overage rate that can be found in the rate section of this guide. Unused minutes can be accumulated up to a maximum of 500 minutes that will expire after 12 months. Call segments outside of the allotted BOT minutes will be rounded to the next full increment and invoiced at the overage rate.

All calls are billed in one-minute increments with a minimum billing of one minute per call. Charges will be rounded up to the next cent on a per call basis. The 30 minutes BOT includes all domestic calling with the exception of toll free, long distance directory assistance, or international termination of 1+ dialed calls. Canadian calls will not be part of the 30 minutes and will be rated separately.

International rates for this product are found in the International Product Guide of Frontier On-Line and Long Distance, Inc.

C.	Rates and Charges	Per Minute
	Overage Rate	\$.10
	Canadian Rate	\$.05

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.6 Optional Residential Services, (Cont'd.)

3.6.3 Residential Simple Rate Plan

A. General Description

Residential Simple Rate Plan is available to residential customers who subscribe to this plan or who default to this plan.

B. Usage Charges

All calls are billed in one-minute increments. Fractional minutes are calculated to the next higher minute. If computed charges include a fraction of a cent, the fraction is rounded up to the next whole cent.

All international calls are rated at the residential 1+ international service as provided in the Company's International Price List.

C. Rates and Charges

	Per Minute
Outbound (1+)	\$0.10

3.6.4 Frontier Basic Long Distance Service

A. General Description

Frontier Basic Long Distance Service is the basic long distance service offered to residential Customers for outbound direct-dialed calling, utilizing Customer-provided switched access lines that are presubscribed to the Company.

B. Usage Charges

Calls are billed in one (1) minute increments after an initial minimum call duration of (1) one minute. Any partial minute is rounded up to a full minute.

C. Rates and Charges

	Per Minute
Outbound (1+) Intrastate	\$0.40

 SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.7 Optional Business Services

3.7.1 Business Cents

A. General Descriptions

Business Cents is a long distance service which provides business customers with per minute rates for both their inbound (800) and outbound (1+) usage. Business Cents customers may originate outbound calls by dialing 1 plus the desired telephone number. Inbound calls are customer's designated location by users dialing 1 plus the Business Cents customer's 800 telephone number. Business Cents calls are based on the length of the call. The customer's Business Cents service is charged at the applicable rates per minute based on the Business Cents product option selected. Business Cents switched 1+, and 800 calls are billed in six second increments, with a thirty second minimum for each call. Any fraction of an increment is rounded up to the next whole Increment.

B. Rates and Charges

	<u>Rates Per Minute</u>
1+	\$.040
Toll Free	\$.045

 SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.7 Optional Business Services, (Cont'd.)

3.7.2 OneVoice Nationwide

A. General

OneVoice Nationwide is a non-distance sensitive product that includes direct dial 1+ domestic outbound service. Pre-subscription of the primary line to Frontier Communications Online and Long Distance Inc. is required to subscribe to the OneVoice Nationwide. This product is only available in conjunction with the OneVoice plan from the Frontier ILEC companies. OneVoice Nationwide calls are non-distance sensitive, flat-rated, twenty-four hours a day, seven days a week.

B. Usage Charges

OneVoice Nationwide long distance minutes are only available on line(s) for commercial domestic outbound long distance voice usage and exclude toll free, 900, international, directory assistance, information services and data calls. Auto dialers and fax broadcast services are prohibited. Data calls will be billed at an additional rate per minute. Data calls are billed in full minute increments. Call segments will be rounded to the next full increment. Customers with usage inconsistent with normal commercial applications and usage patterns may be converted to non-OneVoice Nationwide service with charges for local and long distance calling. OneVoice Nationwide is not available with foreign central office services and public telephone services.

The Terms and Conditions may be revised periodically. Revisions are applicable to then current service and usage.

On the invoice there will be no individual call detail for usage that is associated with the unlimited direct dial calls that are included in this plan. If the customer changes their long distance pre-subscription on their line to another carrier, benefits of the plan will be forfeited.

C. Rates and Charges

The Monthly Recurring Charge (MRC) for OneVoice Nationwide can be found in Frontier Communications Online and Long Distance Inc. Domestic Price List.

If a new customer to OneVoice Nationwide signs up mid-billing cycle, the MRC will be prorated. Usage not included in the Nationwide Long Distance plan will be billed in arrears.

Data Calls, per minute	\$0.10
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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.7 Optional Business Services, (Cont'd.)

3.7.3 OneVoice 100

A. General

OneVoice 100 a non-distance sensitive product that includes direct dial 1+ domestic outbound service. The plan is available on line(s) for commercial domestic outbound long distance voice usage and exclude toll free, 900, directory assistance, information services and data calls. Auto dialers and fax broadcast services are prohibited. Pre-subscription of the primary line to Frontier Communications Online and Long Distance Inc. (FCOLD) is required to subscribe to OneVoice. This plan is available in conjunction with the OneVoice plan offered by the associated LEC. OneVoice 100 calls are non-distance sensitive, flat-rated, twenty-four hours a day, seven days a week. A monthly recurring charge for the plan can be found in the Frontier Communications Online and Long Distance Inc. Domestic Price List.

B. Usage Charges

With the One Voice 100, usage is available in a 100-minute block of time. The BOT is applied at the line level. Any domestic 1+ usage above the allotted 100 minutes block of time will be subject to an overage rate that can be found in the rate section of this price list. Overage calls will be billed with 30 second initial and 6 second increments. Call segments will be rounded to the next full minute increment. Unused minutes will not roll over to the next month.

Data calls are not included in the OneVoice 100 plan. Data calls will be billed at a rate specified below. These calls will be billed in full minute increments.

C. Rates and Charges

	<u>Rate Per Minute</u>
Overage Charges (over 100 minutes)	\$0.05
Data Calls	\$0.10

 SECTION 4 - MISCELLANEOUS SERVICES

4.1 Directory Assistance

4.1.1 General Description

Directory Assistance provides to the Customer available published telephone numbers of switched voice telephone service subscribers based on name or name and address information provided by the Customer to the Directory Assistance operator. The Directory Assistance charge applies to each call by the Customer requesting Directory Assistance regardless of whether the Directory Assistance bureau is able to furnish the requested telephone number. Directory Assistance will provide the Customer with up to two telephone numbers per call. If the Customer should disconnect the call prior to being provided the two telephone numbers, the Directory Assistance charge is applicable. All applicable service charges and surcharges apply in addition to the Directory Assistance charge specified below. If the Customer receives an incorrect telephone number and notifies the Company, a billing credit for Directory Assistance charges shall be provided.

The Directory Assistance charge will be waived for calls to Directory Assistance (other than Directory Assistance Call Completion) by a properly certified hearing-impaired Customer who utilizes a TDD to access the service.

4.1.2 Directory Assistance Rates

Per Call	*	(C)
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4.2 Directory Assistance Call Completion

4.2.1 When the Customer elects to have the Company automatically place the call to the requested number, a Directory Assistance with Call Completion Charge applies in addition to the Directory Assistance Charge, and in addition to all other applicable charges.

4.2.2 Per Completed Call	*	(C)
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Rate Per Minute	*	(C)
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* Services are provided by WiMacTel. Applicable rates can be found at <https://www.wimactel.com/tariffs/>. (N)

SECTION 5 - PROMOTIONS

5.1 Promotional Offerings

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering promotions, including, but not limited to waiver of some or all of the nonrecurring, recurring or usage charges for the Customer (if eligible) of target services for a limited duration. Promotions may also be offered to attract or retain Customers who indicate that they would otherwise intend to accept a legitimate competitive offer made by a tariffed carrier. Such promotions shall be made available to all similarly situated Customers.

5.2 Complementary Promotions

From time to time, the Company may offer promotions in its interstate and/or international tariffs/guides which may also apply to intrastate services ("Complementary Promotions"). Such Complementary Promotions are subject to the terms and conditions set forth in Frontier Communications Online and Long Distance Inc. federal rate schedules. Discounts, charge or other term waivers, certificates, credits or other value offered in identical Complementary Promotions are not cumulative.

SECTION 5 - PROMOTIONS, (Cont'd.)

Reserved for Future use

SECTION 6 - OBSOLETE SERVICE OFFERINGS

Services in this section are available only to existing Customers at existing locations, except as otherwise indicated in the service description in this Section. Customers who are disconnected from an obsolete/grandfathered plan as a result of non-payment may lose their eligibility to be restored to the obsolete/grandfathered plan.

SECTION 6 - OBSOLETE SERVICE OFFERINGS, (Cont'd.)

6.1 Frontier Digital State Unlimited

A. General Description

Frontier Digital State Unlimited is a non-distance sensitive product that includes direct dial 1+ outbound Intrastate service. Pre-subscription of the primary line to Frontier On-Line and Long Distance is required to subscribe to Frontier. This plan is available to customers of local exchange companies (LEC) with whom the carrier has a billing and collections contract. The Customer must subscribe to the Frontier Digital State Unlimited local service product offered by that associated LEC and must be on the main billing number on the account in order to be eligible for the Frontier Digital State Unlimited option.

Rates and Charges

Frontier Digital State Unlimited calls are non-distance sensitive, flat-rated with the following rating periods:

Monday – Friday		Saturday & Sunday
E= Evening	12:00 AM - 7:59AM	N = Night
D= Day	8:00 AM - 4:59PM	12:00AM Saturday through
E= Evening	5:00 PM - 11:59PM	11:59 PM on Sunday.

B. Usage Charges

With the Frontier Digital State Unlimited option, unlimited intrastate usage is available only on the main billing number on the account. All calls that do not qualify for unlimited calling are billed in one-minute increments with a minimum billing of one minute per call. Interstate 1+ calls will be rated on a per call basis, and are not part of the unlimited calling option. Only one Frontier plan is to be on the account for all lines. This product is available for residential voice service only. The unlimited minutes of long distance service do not include usage for calls to 900 numbers, long distance directory assistance, or operator services.

SECTION 6 - OBSOLETE SERVICE OFFERINGS, (Cont'd.)**6.1 Frontier Digital State Unlimited (Cont'd)****B. Usage Charges**

The Frontier Digital State Unlimited Service is offered to the residential user, for the Customer's personal, residential, non-business and non-professional use. Using the Frontier Digital State Unlimited service is prohibited for any commercial or governmental activities, for profit or non-profit, including but not limited to home office, business, sales, telecommuting, telemarketing, continuous autodialing, fax broadcast, fax blasting, accessing the Internet with a long distance dial-up number, resale or transfer of the Frontier Digital State Unlimited service or any other activity that would be inconsistent with normal residential voice applications and usage patterns, including conference calls. Average residential Customer use will be determined by Frontier based on average minutes of use of the Plan by representative residential Customers served by Frontier who subscribe to the Plan. If a Customer has substantially more than average residential Customer use, Frontier may regard such use as non-residential use subject to the remedies set forth following. Frontier may suspend, restrict or cancel the Customer's service, subject to applicable notice requirements. If it is determined that the usage on the Frontier Digital State Unlimited is not consistent with residential voice applications, substantially exceeds average residential use, or is otherwise prohibited (such as long distance dial-up Internet calls), Frontier may immediately convert the service to an Frontier On-Line and Long Distance plan that charges for all long distance calls or, where systems permit, charge a 10-cent per minute rate for non-voice long distance calls, or calls that are not considered normal residential voice usage. Additional restrictions may apply.

On the invoice there will be no individual call detail for usage that is associated with the unlimited direct dialed calls that are included in this plan. If the customer changes their long distance pre-subscription on their main line without any instruction as to what to do regarding the additional phone lines, the Frontier Digital State Unlimited plan option will automatically be removed from the main line and thus the customers account.

SECTION 6 - OBSOLETE SERVICE OFFERINGS, (Cont'd.)

6.1 Frontier Digital State Unlimited (Cont'd)

B. Usage Charges (Cont'd)

Additional phone lines are available on this plan. Each additional line will be billed a per-minute domestic rate defined in this guide. All calls are billed in one-minute increments with a minimum billing of one minute per call. If a customer subsequently does not pre-subscribe their additional line(s) to FCA but continues to have service on the main billing number on the account provided by Frontier On-Line and Long Distance, casual calling rates on the additional line(s) will apply.

8xx inbound products may be used in conjunction with Frontier Digital State Unlimited, where available.

C. Monthly Recurring Charges

The Monthly Recurring Charge (MRC) for Frontier Digital State Unlimited is billed in advance. If a new customer to Frontier Digital State Unlimited enrolls mid-billing cycle, the MRC will be prorated.

Customers who commit to a one, two, or three-year term commitment will be given a 5% credit per month for the length of the contract. A \$200 termination fee will be imposed if the customer cancels before the end of the term.

D. Rates and Charges

Frontier Digital State Unlimited

	<u>Monthly Rate</u>
Intrastate Rate	\$6.00

Additional Phone Lines

	<u>Rate Per Minute</u>
Day	\$0.10
Evening	\$0.10
Night/Weekend	\$0.10