

Competitive Local Telecommunications Services Tariff

CHECK SHEET

Pages 1 through 50, inclusive of this tariff are effective as of the date shown. Original Revised Pages as named below contain all changes from the original and are currently in effect as of the date indicated below.

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* Indicates new or newly revised page.

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TARIFF FORMAT SHEET

- A. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. New pages may occasionally be added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.
- B. Page Revisions Numbers. Page Revision Numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page revision on file with the District of Columbia Public Service Commission. For example, the Fourth Revised Page 34 cancels the Third Revised Page 34. Because of deferrals, notice periods, *etc.*, the most current page number on file with the Commission is not always the tariff page in effect. Business Customers should consult with check sheet for the page currently in effect.
- C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 1.
 - 1.1
 - 1.1.1
 - 1.1.1.A.
 - 1.1.1.A.1.
 - 1.1.1.A.1.(a)
 - 1.1.1.A.1.(a)(I)
 - 1.1.1.A.1.(a)(I)(i)
 - 1.1.1.A.1.(a)(I)(i)(1)
- A. Check List of Effective Pages. When a tariff filing is made with the District of Columbia Commerce Commission, an updated Check List of Effective Pages accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, *etc.*). Business Customers should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

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SYMBOLS

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

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APPLICABILITY OF TARIFF

This tariff sets forth the service offerings, rates and terms and conditions of service applicable to the furnishing of intrastate local exchange services by NET-TEL CORPORATION ("NET-TEL" or "Company") to Business Customers within the District of Columbia.

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SECTION 1 - DEFINITIONS

Access Arrangement - Any equipment or access facility necessary to connect the Business Customer's voice/data/video equipment to a NET-TEL Point-of-Presence for transmission purposes.

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

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

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

Bandwidth - The information-carrying capability of a channel. Analog transmission usually is expressed in kHz or MHz and digital transmission in Kbps and Mbps.

Bit - An abbreviation of binary digit that is the smallest unit of information in a binary notation system.

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

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

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

Business Office - The phrase "business office" means the primary location where the business operations of NET-TEL are performed and where a copy of NET-TEL's tariff is made available for public inspection. The address of the business office is 1023 31st Street, NW, Washington, DC 20007.

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

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

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

Carrier - The term "Carrier" means NET-TEL CORPORATION.

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

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SECTION 1 – DEFINITIONS (Cont’d)

Channel or Circuit - A path for electrical or radio frequency transmission between two or more points having a bandwidth and termination of the Business Customer’s own choosing.

Commission – Public Service Commission of the District of Columbia.

Company - The term “Company” means NET-TEL CORPORATION.

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

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

Direct Dialed Call - A call requiring no operator assistance.

Entrance Facility - The physical circuit arrangement that connects an Entrance Site to a NET-TEL Point-of-Presence.

Entrance Site - A location of NET-TEL’s transmission facilities from which Services can be provided for a Business Customer to any other Entrance Site or Point-of-Presence.

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

Exemption Certification - A written notification provided by the Business Customer certifying that Business Customer’s dedicated facility should be exempted from the monthly Special Access Surcharge because (a) the facility terminates in a device not capable of interconnecting NET-TEL’s service with the local exchange network or (b) the facility is associated with a Switched Access service that is subject to Carrier Common Line Charges.

Facility (or Facilities) - Any item or items of communications plant or equipment used to provide or connect to NET-TEL Services.

FCC - Federal Communications Commission.

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

Integrated Services Digital Network (ISDN) - A dedicated or switched (where available) originating and terminating service providing end-to-end digital connection for the simultaneous transmission of voice, data, video, imaging, fax and other communications services over multiple channels which have been combined to provide a single transmission path.

Kilo Bits Per Second (Kbps) - The number of one thousand bits transmitted in a one second interval.

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SECTION 1 – DEFINITIONS (Cont’d)

Local Access Facility - The channel provided by the local telephone company (or other local service provider) to connect the Point-of-Presence to a Business Customer location.

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

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

Location - A physical premises to or from which NET-TEL provides service. In instances where a Business Customer obtains service from NET-TEL at multiple locations, each of these locations will be designated as either “associated” or “non-associated.” An “associated” location is a location that a Business Customer owns or leases, or that is occupied by a business enterprise in which the Business Customer has an equity interest of twenty (20) percent or more or which is occupied by a franchisee of the Business Customer. All locations other than “associated” locations will be considered “non-associated.”

Mega Bits Per Second (Mbps) - The number of one-million bits transmitted in a one second interval.

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

Nonbusiness Hours - The phrase “nonbusiness hours” means the time period after 5:00 P.M. and before 8:00 A.M., Monday through Friday, all day Saturday, Sunday, and on holidays.

Normal Work Hours - The time after 8:00 AM and before 5:00 PM Monday through Friday excluding NET-TEL-observed Holidays.

North American Dial Plan (NADP) - The method of identifying calls in the public network of North America, called World Numbering Zone 1. The calls are identified by their NPA (area code) - NXX (exchange) - XXXX (station number) format.

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

Other Common Carrier (OCC) - The term “other common carrier” denotes a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications service.

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

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

Services – NET-TEL’s regulated common carrier communications services provided under this tariff.

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SECTION 1 – DEFINITIONS (Cont’d)

Subscriber - The term “Business Customer” is synonymous with the term “subscriber.”

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

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

T-1 - A 1.544 Mbps digital transmission system equivalent to 24 voice frequency circuits/channels.

Underlying Carrier - A provider of interstate facilities-based telecommunications services from whom NET-TEL acquires services that it resells to Business Customers.

User – Business Customer or any authorized person or entity that utilizes the Company’s Services.

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Competitive Local Telecommunications Services Tariff

SECTION 2 - RULES AND REGULATIONS2.1. Undertaking of NET-TEL

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

2.2. Use of Service

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

2.3. Limitations

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

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SECTION 2 - RULES AND REGULATIONS (Cont'd)2.3. Limitations (Cont'd)

- 2.3.4. NET-TEL may block calls that are made to certain cities, or central office exchanges, or use certain authorization codes as NET-TEL, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of service.
- 2.3.5. NET-TEL will use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Business Customer. NET-TEL may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Business Customer. NET-TEL shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, NET-TEL will give the Business Customers who may be affected reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience. When NET-TEL is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of Business Customer's service.
- 2.3.6. The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.3.7. The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.
- 2.3.8. Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.3.9. Service to any or all Business Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)2.4. Liabilities of NET-TEL

- 2.4.1. Because the NET-TEL has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by NET-TEL is subject to the terms, conditions and limitations herein specified.
- 2.4.2. NET-TEL's liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the installation, provision, termination, maintenance, repair, or restoration occurring in the course of furnishing service, channels, or other facilities, and not caused by the negligence of the subscribers, commences upon activation of service. In no event does NET-TEL's liability exceed an amount equivalent to the proportionate charge to the Business Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects occur. For the purposes of computing such amount, a month is considered to have thirty (30) days.
- 2.4.3. NET-TEL is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company's network in order to originate and terminate its own services, or to communicate with its own Business Customers.
- 2.4.4. When the facilities of other carriers are used in establishing connections to points not reached by NET-TEL's facilities, NET-TEL is not liable for any act or omission of the other carrier(s) even if NET-TEL acted as the Business Customer's agent in arranging for such facilities and services. The Business Customer will indemnify and save harmless NET-TEL from any third-party claims for such damages referred to in Section 2.4.2.
- 2.4.5. In no event will NET-TEL be responsible for consequential damages or lost profits suffered by a Business Customer as a result of interrupted or unsatisfactory service. NET-TEL will not be liable for claims or damages resulting from or caused by: (i) Business Customer's fault, negligence or failure to perform Business Customer's responsibilities; (ii) claims against Business Customer by any other party; (iii) any act or omission of any other party; or (iv) equipment or service furnished by a third party.
- 2.4.6. The Company is not liable to Users for interruptions in service except as set forth in Section 2.9 *infra* of this tariff.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)2.4. Liabilities of NET-TEL (Cont'd)

- 2.4.7. NET-TEL does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Business Customer shall indemnify and hold NET-TEL harmless from any and all loss, claims, demands, suits or other actions, or any liabilities whatsoever, whether suffered, made, instituted or asserted by the Business Customer or by any other party or persons, for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Business Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used.
- 2.4.8. NET-TEL is not liable for any defacement of, or damage to, the premises of a Business Customer resulting from the furnishing of services or the attachment of equipment, instruments, apparatus, and associated wiring furnished by NET-TEL on such Business Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of NET-TEL negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of NET-TEL without written authorization. The Business Customer will indemnify and save harmless NET-TEL from any claims of the owner of the Business Customer's premises or other third party claims for such damages.
- 2.4.9. NET-TEL and Business Customer shall be excused from performance under this tariff and under the application for service for any period, and to the extent that the party is prevented from performing any service pursuant hereto, in whole or in part, as a result of delays caused by the other party or an Act of God, governmental agency, war, civil disturbance, court order, labor dispute, third party nonperformance (including the failure of performance for reasons beyond the control of common carriers, interexchange carriers, local exchange carriers, suppliers and subcontractors), or other cause beyond its reasonable control, including failures or fluctuations in electrical equipment, and such nonperformance shall not be deemed a violation of this tariff or of the application for service or grounds for termination of service. Both parties retain all rights of recourse against any third parties for any failures which may create a force majeure condition for the other party.
- 2.4.10. NET-TEL is not liable for any damages, including usage and toll charges, the Business Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Business Customer's facilities includes, but is not limited to, the placement of calls from the Business Customer's premises, and the placement of calls through Business Customer-provided equipment that are transmitted or carried on the NET-TEL network. NET-TEL may work with Business Customers to recommend possible solutions to reduce unauthorized use of their facilities. However, NET-TEL does not warrant or guarantee that its recommendations will prevent all unauthorized use, and the Business Customer is responsible for controlling access to, and use of, its own telephone facilities.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)2.4. Liabilities of NET-TEL (Cont'd)

- 2.4.11. Where there is a connection via Business Customer-provided terminal equipment or Business Customer-provided communications systems, the point of demarcation shall be defined as the NET-TEL facility that provides interconnection. NET-TEL shall not be held liable for Business Customer-provided access media or equipment. Any maintenance service or equipment arrangements shall be addressed on an individual case basis.
- 2.4.12. In no event will NET-TEL be liable for protection of Business Customer's transmission facilities or equipment from unauthorized access, or for any unauthorized access to or alteration, theft or destruction of Business Customer's data files, programs, procedure or information through accident, fraudulent means or devices or any other method.
- 2.4.13. NET-TEL shall not be liable for and the Business Customer shall indemnify and hold NET-TEL harmless against any claims, demands, suits or other action, whether suffered, made, instituted or asserted by the Business Customer or by any other party or person, for claims for loss or damages involving:
- 2.4.13.A. Any act or omission of: (i) the User; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
- 2.4.13.B. Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, flood or other catastrophes, war, riots, national emergencies, government or military authorities, strikes, lock-outs, work stoppages or other labor difficulties, or causes beyond the Company's control;
- 2.4.13.C. Any unlawful or unauthorized use of the Company's facilities and services;
- 2.4.13.D. Libel, slander or the infringement of copyright or for the unauthorized use of any trademark, trade name, or service mark, arising directly or indirectly from content transmitted over facilities provided by the Company;
- 2.4.13.E. Infringement of patents arising from combining apparatus and systems of the Business Customer with facilities provided by NET-TEL;
- 2.4.13.F. Claims arising out of any act or omission of the User, other than the Business Customer, in connection with service provided by NET-TEL;
- 2.4.13.G. Breach in the privacy or security of communications transmitted over the Business Customer's facilities;

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SECTION 2 - RULES AND REGULATIONS (Cont'd)2.4. Liabilities of NET-TEL (Cont'd)

- 2.4.13.H. Changes in any of the facilities, operations or procedures of NET-TEL that: (1) render any equipment, facilities or services provided or utilized by the User obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by NET-TEL and is not provided to the Business Customer.
- 2.4.13.I. Defacement of or damage to the Business Customer's Premises or personal property resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement is caused by negligence or the willful misconduct of the Company's agents or employees.
- 2.4.13.J. Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
- 2.4.13.K. Any noncompleted calls due to network busy conditions;
- 2.4.13.L. Any calls not actually attempted to be completed during any period that service is unavailable; and
- 2.4.13.M. Any personal injury to or death of any person or persons, or any loss of or damage to any property, whether owned by the Business Customer or others, except where the events, incidents or eventualities set forth in this sentence are the result of NET-TEL's gross negligence or willful misconduct.
- 2.4.14. The Business Customer shall reimburse NET-TEL for all expenses and fees (other than attorney's fees) incurred by NET-TEL in its defense against claims set forth in Section 2.4.13 above.
- 2.4.15. With respect to the services provided pursuant to this tariff, NET-TEL makes no representations or warranties, express or implied, either in fact or by operation of law, statutory or otherwise, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose, except those expressly set forth in this tariff. NET-TEL does not authorize anyone to make a warranty or representation of any kind on its behalf and the Business Customer should not rely on any such statement.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.5. Responsibilities of the Business Customer**

- 2.5.1. The Business Customer is responsible for taking all necessary legal steps for interconnecting the Business Customer-provided terminal equipment or communications systems with NET-TEL's facilities or services. The Business Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for such interconnection. The Business Customer may not, nor may the Business Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by NET-TEL, except upon the written consent of NET-TEL. The equipment NET-TEL provides or installs at the Business Customer premises for use in connection with the service NET-TEL offers shall not be used for any purpose other than for which it was provided.
- 2.5.2. The Business Customer shall ensure that the equipment and/or system is properly interfaced with NET-TEL's facilities or services; that the signals emitted into NET-TEL's network are of the proper mode, bandwidth, power, signal level or other technical parameters for the intended use of the Business Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel or degrade service to other Business Customers. If the FCC or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, NET-TEL will permit such equipment to be connected with its channels without the use of protective interface devices.
- 2.5.3. If the Business Customer fails to maintain the equipment and/or system properly, with resulting imminent harm to NET-TEL's personnel or the quality of service to other Business Customers, NET-TEL may, upon written notice, require the use of protective equipment at the Business Customer's expense. If this fails to produce satisfactory quality and safety, NET-TEL may, upon written notice, terminate the Business Customer's service.
- 2.5.4. If required for the provisioning of the Company's services, the Business Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.5.5. The Business Customer is responsible for arranging access to its Premises at times mutually agreeable to NET-TEL and the Business Customer when required for NET-TEL personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the NET-TEL's services.
- 2.5.6. The Business Customer must pay NET-TEL for replacement or repair of damage to NET-TEL's equipment or facilities caused by negligent or improper use on the part of the Business Customer, Users, or others.

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Competitive Local Telecommunications Services Tariff

SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.5. Responsibilities of the Business Customer**

- 2.5.7. The Business Customer shall be responsible for securing its telephone equipment against being used to place fraudulent calls using NET-TEL's services. The Business Customer shall be responsible for payment of all applicable charges for services provided by NET-TEL and charged to the Business Customer's accounts, even where those calls are originated by fraudulent means either from Business Customer's premises or from remote locations. In addition, the Business Customer shall be responsible for all calls charged by fraudulent means to the Business Customer's prepaid calling card.
- 2.5.8. NET-TEL shall be indemnified and held harmless by the Business Customer against claims arising from the circumstances set forth in Section 2.14.13. above. The Business Customer shall be liable for:
- 2.5.8.A. Loss due to theft, fire, flood, or other destruction of NET-TEL's equipment or facilities on Business Customer's premises.
- 2.5.8.B. Reimbursing NET-TEL for damages to facilities or equipment caused by the negligence or willful acts of the Business Customer's officers, employees, agents or contractors.
- 2.5.8.C. Charges incurred with interconnect or local operating companies for service or service calls made to the Business Customer's premises or on the Business Customer's leased or owned telephonic equipment unless NET-TEL specifically authorizes said visit or repairs in advance of the occurrence and NET-TEL agrees in advance to accept the liability for said repairs or visit.
- 2.5.8.D. Payment for all NET-TEL service charges incurred through usage or direct action on the part of the Business Customer.
- 2.5.8.E. Charges incurred for special construction and/or special facilities which the Business Customer requests and which are ordered by NET-TEL on the Business Customer's behalf.
- 2.5.9. The Business Customer may be required to verify in writing that it is duly authorized to order service at all locations designated by the Business Customer for service, and assumes financial responsibility for all locations designated by the Business Customer to receive NET-TEL's services. If the verification (i.e., a letter of authorization) cannot be produced within 5 (five) calendar days of the request, the presubscription of the Business Customer's locations are considered unauthorized.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5. Responsibilities of the Business Customer (Cont'd)

- i. The Business Customer shall not use the NET-TEL name, logo or trademark in any promotional materials, contracts, tariffs, service bills, etc., without expressed written authorization from NET-TEL. The Business Customer shall not use the NET-TEL name, logo or trademark in any pre-sale activities. The Business Customer is prohibited from using NET-TEL's name or trademark on any of the Business Customer's products or services.
- 2.5.11. In instances where NET-TEL is connecting its service to the Business Customer's own customer-provided communications system or equipment or to any service or equipment provided by others, the Business Customer must ensure that the equipment or system must provide answer supervision upon the delivery of the call to the switching equipment or to the equipment connected to the communications system. When service is directly connected to a communications system at a Business Customer's premises, answer supervision must be provided when the call terminates in or passes through the first Business Customer premise equipment on that communications system, such as but not limited to when a call is (1) answered by a local station; (2) answered by an attendant; (3) routed to a recorded announcement; or (4) routed elsewhere by the switching system.
- 2.5.12. The software used to provide NET-TEL's services is proprietary and Business Customer shall protect such software.
- 2.5.13. Business Customer may not assign or transfer any of its rights or services ordered without the prior written consent of NET-TEL. NET-TEL may assign any service orders to its parent company or any affiliate. NET-TEL will notify Business Customers of any such assignment.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)2.6. Application for Service

- 2.6.1. Applicants wishing to obtain service may apply for service orally with NET-TEL or pursuant to a completed and signed written service order.
- 2.6.2. An Application for service may be changed by Business Customer upon written notice to NET-TEL, subject to acceptance and confirmation by NET-TEL and any applicable charges that may apply if the change request is received by NET-TEL after notification by NET-TEL to the Business Customer of the acceptance and confirmation of the initial order. Such charge shall be the sum of the charges and costs for access facilities and other services and features and the lessor of (i) the monthly recurring rate for each service component that has been canceled as a result of the change times the appropriate minimum service period, plus the applicable installation or non-recurring charges, and (ii) the costs incurred by NET-TEL in accommodating each change, less net salvage. The costs incurred by NET-TEL will include the direct and indirect cost of facilities specifically provided or used, the costs of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.
- 2.6.3. Where the Business Customer or applicant cancels an Application for service prior to the start of installation of service, or prior to the start of special construction, no charge applies. Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by NET-TEL shall apply, but in no case shall such charge exceed the charge for the minimum period of the service ordered, including applicable installation charges, if any. The costs incurred by NET-TEL will include the direct and indirect costs of facilities specifically provided or used; the cost of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort. If NET-TEL should assume a termination liability or other obligation for an access facility, that liability or obligation shall be the responsibility of the Business Customer.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.7. Establishing Credit, Deposits and Advance Payments

2.7.1. Each applicant for service will be required to establish credit. Any applicant whose credit has not been duly established to the sole and exclusive satisfaction of NET-TEL may be required to make an advance payment and/or make a deposit to be held as a guarantee of payment of charges at the time of application.

2.7.1.A. Determination of credit worthiness shall be based upon information supplied through normal business credit reporting agencies, acceptable current financial statements, or other established accounts maintained in a satisfactory manner. If applicant is unable to establish credit under the provisions of this section, NET-TEL may require the applicant to establish credit by making a cash deposit to secure payment of a final bill for service. The establishment of credit under this section does not relieve the applicant or customer from compliance with the regulations of NET-TEL as to prompt payment of bills, and does not relieve the customer from having service terminated for nonpayment of bills due from service furnished. NET-TEL shall advise all applicants for service that a customer may be required to reestablish credit under this section, if the conditions of service or the basis on which credit was originally established materially change.

2.7.1.B. If an applicant or customer, seeking to establish or reestablish credit under the provisions of these regulations, is dissatisfied with NET-TEL's decision regarding establishment of service, NET-TEL will direct its personnel to inform the applicant or customer, of the right to have a supervisor review the decision by contacting NET-TEL at the address shown below. A complaint may be submitted to NET-TEL either verbally or in writing.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.7. Establishing Credit, Deposits and Advance Payments (Cont'd)

2.7.2. At the time an Application for service is made, an applicant may be required to pay an amount equal to one month's service charges and/or any non-recurring charges and/or equipment charges that may be applicable. The amount of the first month's service is credited to the Business Customer's account on the first bill rendered.

2.7.2.A. A new Business Customer may be required to make a deposit or an existing Business Customer may be required to make a deposit or increase a deposit presently held. An existing Business Customer may be required to pay a deposit if during the first twelve months of service, the customer is delinquent in payment at least two (2) times or has service discontinued for nonpayment. The deposit may be retained for as long as the financial condition/credit worthiness of the Business Customer is considered to be unsatisfactory by NET-TEL. If the deposit is not posted in compliance with the written notification of NET-TEL, service to the new Business Customer will not be established and service to an existing Business Customer may be discontinued pursuant to the terms herein.

2.7.2.B. The deposit will not exceed an amount equal to:

- (a) The estimated charges for four (4) months of service.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.7. Establishing Credit, Deposits and Advance Payments (Cont'd)

2.7.2.C. If NET-TEL does not return a Business Customer's deposit after twelve (12) months of service or from the date the deposit is collected, NET-TEL will, if so requested by the Business Customer, provide the Business Customer with the reasons the deposit is being retained.

2.7.2.D. The fact that a deposit has been made in no way relieves the Business Customer from complying with the regulations with respect to deposits and the prompt payment of bills by the established due date. NET-TEL reserves the right to cease accepting and processing applications for service after it has requested a security deposit and prior to the Business Customer's compliance with this request.

2.7.2.E. Interest at the percentage rate determined by the Commission compounded annually shall be paid by NET-TEL on all deposits made for the purpose of establishing credit but in no case shall interest accrue for a period extending beyond the date of refund or the date service is terminated, whichever date is earlier. Interest shall be computed from the date of payment of the deposit and shall be paid to the Business Customer as follows:

- (a) By payment, no more than once in any 12-month period, when requested by the Business Customer, or
- (b) By addition of the accrued interest to the amount of the deposit at the time such deposit is refunded or applied to an unpaid bill of the Business Customer.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.8. Payment of Charges

- 2.8.1 NET-TEL shall present invoices for recurring charges monthly to the Business Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable as specified on the bill. Two methods of providing Business Customers with billing detail and invoices are available. A Business Customer must elect one of the billing methods at the time they sign up for service. NET-TEL offers the following types of billing methods: electronically or paper billing.
- 2.8.2. The Business Customer is responsible for the payment of all charges for facilities and services furnished by NET-TEL to the Business Customer and to all users of the services, regardless of whether those services are used by the Business Customer itself or are resold to or shared with other persons.
- 2.8.3 Non-recurring charges are due and payable as specified on the bill. The rates for non-recurring charges will be those in effect as of the date of the invoice, whether that invoice is provided to the Business Customer by United States Postal Service, or electronically.
- 2.8.4. For billing of monthly charges, service is considered to be established upon the day in which NET-TEL notifies the Business Customer of installation and testing of the Business Customer's service. A Business Customer's first invoice may contain monthly recurring charges from previous periods for service provided from the date of installation through the current invoice period.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)2.8. Payment of Charges (Cont'd)

- 2.8.5. When billing is based on customer usage, charges will be billed monthly for the usage in preceding billing periods. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days. Business Customer will be billed for all usage accrued beginning immediately upon access to the service. The rates charged to a Business Customer for usage charges will be the rates in effect on the first day of the Business Customer's billing cycle.
- 2.8.6. Bills are due and payable as specified on the bill, whether the bill is provided to the Business Customer by United States Postal Service, or electronically. The Business Customer's first bill may be issued up to ninety (90) days after the date of installation.
- 2.8.7. Bills may be paid by mail, credit card (using electronic transfer methods via the Internet), or in person at the business office of NET-TEL or an agency authorized to receive such payment. All charges for service are payable only in United States funds. Payment may be made by cash, check, money order, cashier's check, credit card, or electronic funds transfer. Business Customer payments are considered prompt when received by NET-TEL or its agent by the due date on the bill, whether that bill is viewed on paper or electronically. If the Business Customer remits to NET-TEL on more than one occasion during a twelve (12) month period a check, draft, or other instrument that is dishonored, NET-TEL may refuse acceptance of future checks and place the Business Customer on a "cash basis," pursuant to which NET-TEL has the right to refuse acceptance of anything as payment other than United States currency, United States Postal Service money orders, or cashier's check.
- 2.8.8. NET-TEL may assess up to a twenty-five dollars (\$25) charge for each returned check. If a Business Customer remits a check to NET-TEL on more than one occasion during a twelve (12) month period which is dishonored, the Company may place the Business Customer on a "cash" basis. NET-TEL will advise Business Customer in writing of such restrictions.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)2.8. Payment of Charges (Cont'd)

2.8.9. Any disputed charge may be brought to NET-TEL's attention by verbal or written notification. In the case of a billing dispute between the Business Customer and NET-TEL that cannot be settled to their mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to discontinuance pursuant to this tariff. The Business Customer may request an in-depth investigation into the disputed amount and a review by a NET-TEL manager. During the period that the disputed amount is under investigation, NET-TEL shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Business Customer shall be required to pay the undisputed part of the bill, and if not paid, NET-TEL may discontinue service pursuant to the terms of this tariff. If there is still a disagreement after investigation and review by a NET-TEL supervisory personnel, the Business Customer has the option to pursue the matter with the District of Columbia Public Service Commission. A complaint may be submitted pursuant to the District of Columbia Public Service Commission's complaint procedures. The address and toll free number of the Commission is:

District of Columbia Public Service Commission
1333 H Street, N.W.
2nd Floor
Washington, D.C. 20005

2.8.10. All requests for call credits due to bad connection, disconnection, wrong number dialed, etc. shall be made through NET-TEL's business office. Carrier will make no refund of overpayments unless the claim for such, together with proper evidence is submitted within one (1) year from the date of alleged overpayment. In calculating refunds, usage discounts will be adjusted based on total usage after all credits or adjustments have been applied. In the event of a billing error resulting in an overbilling or overcharge to its Business Customers, NET-TEL may refund the amount overbilled or overcharged, with interest from the date of overpayments, by means of a pro-rata credit to the account of all existing Business Customers on a date certain, or by check if the account is final, or if so requested by the Business Customer. The rate of interest shall be the rate paid on deposits as specified herein.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)2.8. Payment of Charges (Cont'd)

2.8.11. NET-TEL will charge a processing fee to a Business Customer who requests a copy of a bill that has already been issued to such Business Customer, unless the Business Customer informs NET-TEL within thirty (30) days of the issuance of the bill that the original bill was not received. If a Business Customer or the Business Customer's representative thereafter requests additional copies of bills the following fees will be charged:

| | |
|--|---|
| Bills dated within 90 days prior to receipt of the request | \$5 per bill, plus \$0.25 for each telephone number reflected on bill over five numbers |
| Bills dated more than 90 days but less than twelve months previously | \$10 per bill, plus \$0.25 for each telephone number reflected on bill over five numbers |
| Bills dated more than 12 months but less than 48 months previously | \$50 per bill, plus \$0.25 for each telephone numbers reflected on bill over five numbers |

NET-TEL shall charge a processing fee to any party that subpoenas or otherwise lawfully seeks to compel the provision of a copy or copies of a bill(s) in connection with any lawful investigation or lawsuit. The processing fee for any requested bill(s) is \$5.00 per bill if the invoice date is less than ninety (90) days prior to the date of the request, \$10.00 per bill if the invoice date is more than ninety (90) days and less than twelve (12) months prior to the date of the request and \$50.00 per bill if the invoice date is more than twelve (12) months prior to the date of the request.

NET-TEL will not provide a copy of a bill that is over four (4) years old

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.9. Allowances for Interruption of Service

- 2.9.1. A credit allowance will be issued to the Business Customer for the interruption of service that is not due to NET-TEL's testing or adjusting; an act, omission, or negligence of the Business Customer; the failure of channels or equipment provided by the Business Customer; or electric power failure where the Business Customer furnishes such electric power.
- 2.9.2. Interruption of service is subject to the general liability provisions set forth herein.
- 2.9.3. A service is interrupted when it becomes unusable to the User, *e.g.*, the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under this tariff.
- 2.9.4. An interruption period begins when the Business Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 2.9.5. It shall be the obligation of the Business Customer to notify NET-TEL immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Business Customer or end user shall ascertain that the trouble is not being caused by any action, omission, or negligence by the Business Customer within his or her control; electric power failure where the Business Customer furnishes such electric power; or wiring or equipment, if any, furnished by the Business Customer and connected to NET-TEL's facilities.
- 2.9.6. If the Business Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service facility or circuit considered by NET-TEL to be impaired.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)2.9. Allowances for Interruption of Service (Cont'd)

2.9.7. The Business Customer shall be credited for an interruption of 12 hours or more. The amount of the credit will be the greater of 1/30th of the monthly charge for the facilities affected or 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues. For purposes of credit computation, every month shall be considered to have 720 hours.

Credit Formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" - outage time in hours

"B" - total monthly charge for affected facility

2.9.8. The credit will appear on the subsequent bill for service. A check in the amount of the credit will be issued if the interruption occurs during the Business Customer's final billing cycle and the Business Customer's final bill shows no amount owed.

2.9.10. No credit allowance will be made for any interruption of service:

2.9.10.A. In the event the User is affected by such interruption for a period of less than twelve (12) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

2.9.10.B. due to the negligence of, or noncompliance with the provisions of this tariff by, any person or entity other than the Company, including but not limited to the Customer or other entities or carriers connected to the service of the Company;

2.9.10.C. due to the failure of power, equipment, systems or services not provided by the Company;

2.9.10.D. due to circumstances or causes beyond the control of NET-TEL;

2.9.10.E. during any period in which the NET-TEL is not given full and free access to the Business Customer's or NET-TEL's facilities and equipment for the purpose of investigating and correcting the interruption;

2.9.10.F. during any period in which the Business Customer continues to use the service on an impaired basis;

2.9.10.G. during any period in which the Business Customer has released service to NET-TEL for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.9. Allowances for Interruption of Service (Cont'd)

- 2.9.10.H that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 2.9.10.I that was not reported to NET-TEL within thirty (30) days of the date that service was affected.

2.10. Restoration of Service

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

2.11. Disconnection of Service by Business Customer

- 2.11.1. By giving advance written notice, Business Customer may disconnect service at any time following its minimum service requirement(s).
- 2.11.2. NET-TEL will have up to 30 days to complete the requested disconnection. Business Customer will be responsible for all charges for 30 days or until disconnect is effected, whichever is sooner. This 30-day period will begin upon receipt of the written notification from the Business Customer. However, in the event that Business Customer continues to utilize NET-TEL's services beyond the date upon which the services are to be disconnected, the Business Customer will be liable for the usage charges incurred.
- 2.11.3. For non-usage sensitive charges Business Customers will be liable for the entire monthly recurring charge during the month Business Customer's service terminates.
- 2.11.4. If the Business Customer disconnects service prior to the end of a term plan, the termination liabilities associated with the term plan will apply.
- 2.11.5. If the Business Customer is not satisfied with NET-TEL's services during the first 90 days after service installation, NET-TEL will pay the installation and activation fees, up to a customer maximum of \$1500, associated with reconnection of Business Customer to its prior service provider.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.12. Discontinuation or Refusal of Service by NET-TEL

2.12.1. NET-TEL may discontinue or refuse service without incurring liability for any of the reasons stated below:

- 2.12.1.A. For failure to make an initial or increased deposit payment upon request;
- 2.12.1.B. For failure to pay a past due bill owed to NET-TEL, including one for the same class of service furnished to the Business Customer at the same or another location, or where the Business Customer voluntarily assumed, in writing, responsibility for the bills of another applicant or customer;
- 2.12.1.C. For failure to provide NET-TEL representatives with necessary access to NET-TEL-owned service equipment, after NET-TEL has made a written request to do so;
- 2.12.1.D. When NET-TEL has reason to believe that a Business Customer has used a device or scheme to obtain service without payment and where NET-TEL has so notified the Business Customer prior to disconnection;
- 2.12.1.E. For violation of or noncompliance with any Commission order or rule;
- 2.12.1.F. For violation of or noncompliance with the terms of this tariff;
- 2.12.1.G. For violation of or noncompliance with municipal ordinances and/or other laws pertaining to service;
- 2.12.1.H. The Business Customer's use of equipment adversely affects NET-TEL's service to others. This disconnection may be done without notice to the Business Customer or use; or
- 2.12.1.I. NET-TEL confirms that both a phone number and mailing address are no longer valid for the Business Customer.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.12. Discontinuation or Refusal of Service by NET-TEL (Cont'd)

2.12.2. Discontinuance Procedures

2.12.2.A. NET-TEL may discontinue service to a Business Customer after it has mailed or delivered by other means a written notice of discontinuance. Service shall not be discontinued until at least five days after delivery of this notice or eight days after the postmark date on a mailed notice. The notice of discontinuance will be delivered separately from any other written matter or bill.

2.12.3. Nothing in this Section shall be construed to prevent immediate discontinuance of service without notice or the refusal of service for reasons of public safety or health.

2.12.4. If service is disconnected for non-payment, the Business Customer may restore service by full payment in any reasonable manner including by personal check. NET-TEL may refuse to accept a personal check if a Business Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a charge for restoration of service after discontinuation. When service has been discontinued for nonpayment and payment has not been received within ten (10) calendar days, NET-TEL will consider service terminated and may remove its equipment. Reconnection will be considered as a new installation.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.13. Notice and Communication

- 2.13.1. The Business Customer shall designate on the Application for service an address to which NET-TEL shall mail or deliver all notices and other communications except that NET-TEL may also designate a separate address to which NET-TEL's bills for service shall be mailed.
- 2.13.2. NET-TEL shall designate on the Application for service an address to which the Business Customer shall mail or deliver all notices and other communications, except that NET-TEL may designate a separate address on each bill for service to which the Business Customer shall mail payment on that bill until designated by NET-TEL. Until otherwise designated, all notices or other communications required to be given pursuant to this tariff shall be made in writing to NET-TEL Corporation, 1023 31st Street, N.W., Washington, D.C. 20007 or by calling NET-TEL's toll-free customer service number 1-800-638-8352.
- 2.13.3. Notices and other communications of either party, and all bills mailed by NET-TEL, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.13.4. NET-TEL or the Business Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.14. Title to Facilities

Title to all facilities provided by NET-TEL in accordance with this tariff remains with NET-TEL. The Business Customer has no property right in the assigned telephone number and none can be acquired by usage or otherwise. NET-TEL reserves the right to assign, designate, or change such numbers when reasonably necessary in the conduct of its business. Telephone numbers of Business Customers who discontinue service may be reassigned 30 days from the date of discontinuance of service.

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Competitive Local Telecommunications Services Tariff

SECTION 2 - RULES AND REGULATIONS (Cont'd)2.15. Taxes, Surcharges and Utility Fees

Business Customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees (*i.e.*, gross receipts tax, sales tax, municipal utilities tax) that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this tariff. These charges will appear as separate line items on the Business Customer's bill and are not included in the rates contained in this tariff. There shall be added to the Business Customer's bill for service, an additional charge equal to the pro rata share of any occupation, franchise, business, license, excise privilege or other similar charge or tax, now or hereafter imposed upon the gross receipts or revenue of NET-TEL by any municipal taxing body or municipal authority whether by statute, ordinance, law or otherwise, and whether presently due or to hereafter become due. The charge applicable to each Business Customer will appear as a separate line item on the Business Customer's regular monthly bill and shall be determined on a basis equal to the tax levied by each municipal taxing body or municipal authority.

2.16. Access to Telephone Relay Service

When required by the Commission, NET-TEL will participate in telephone relay service for handicapped or hearing impaired Business Customers, and will comply with all regulations and requirements relating thereto.

2.17. Special Construction

At the Business Customer's request, installation and/or maintenance may be performed outside NET-TEL's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to NET-TEL will apply. If installation is started during regular business hours but, at the Business Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply. Subject to the agreement of NET-TEL and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Business Customer. Special construction is that construction undertaken:

1. where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
2. is of a type other than that which NET-TEL would normally utilize in the furnishing of its services; or
3. over a route other than that which NET-TEL would normally utilize in the furnishings of its services; or
4. in a quantity greater than that which NET-TEL would normally construct; or
5. is required on an expedited basis; or
6. is needed on a temporary basis until permanent facilities are available; or
7. involves abnormal costs; or is
8. built in advance of its normal construction.

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Competitive Local Telecommunications Services Tariff

SECTION 3 – DESCRIPTION OF SERVICES3.1 General

3.1.1. Services offered pursuant to this tariff are done so either individually or in combination. Each service is offered independently of the other and is offered via NET-TEL's facilities, conventional network elements purchased from other local exchange carriers, or via resale of facilities of other local exchange carriers for the transmission of one-way or two-way communications, unless otherwise noted. Services provide a Business Customer with a connection to NET-TEL's switching network that enables the Business Customer to:

1. Receive calls from other stations on the public switched telephone network;
2. Access NET-TEL's Local Services as set forth in this tariff;
3. Access intrastate, interstate and international calling services provided by NET-TEL and other certified common carriers;
4. Access (at no additional charge) NET-TEL's operators and business office for service related assistance;
5. Access toll-free telecommunications services such as 800 NPA; and
6. Access 9-1-1 service for emergency calling.

3.1.2. Service is furnished only for use by the Business Customer, its guests, employees and business associates.

3.1.2.A. Service is available whenever the use of the service is primarily or substantially of a business, professional, institutional or otherwise occupational nature, or where the listing required is such as to indicate business use. Business rates are applicable to:

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

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Competitive Local Telecommunications Services Tariff

SECTION 3 – DESCRIPTION OF SERVICES (Cont'd)

3.1 General (Cont'd)

3.1.3. Non-Recurring Service Charges - The following charges are applicable to all services unless otherwise noted.

3.1.3.A. The Service Connection Charges are nonrecurring charges that apply as follows:

1. Establish New Service (per order). For the processing of a Business Customer request to establish new service.
2. Transfer Service (per order). For the processing of a Business Customers request to transfer service to a different location.
3. Change Telephone Number (per number). Applied to any Business Customer request that requires NET-TEL to change the Business Customer's telephone number.
4. Change Class of Service. For the processing of a Business Customer's request to change the Class of Service of a facility.
5. Restore Service (per account). For the programming of a Business Customer request to restore service after service is discontinued. Business Customers are entitled to a waiver of this charge once every twelve (12) months.

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Competitive Local Telecommunications Services Tariff

SECTION 3 – DESCRIPTION OF SERVICES (Cont'd)

3.2. Local Service

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

3.2.1. Billing for Calls

3.2.1.A. Per-Minute Basis

Customers are assessed a charge based on the length of time for each call made within the local calling area. Calls that start in one Call Period and end in another Call Period will be rated according to the number of minutes in each Call Period. Totals will contain the respective portion of minutes.

3.2.1.B. Call Periods

Local service rates vary based on the following call periods:

1. Day – is applicable for calls between 12:01 AM and 12-MIDNIGHT, Monday through Sunday (including Holidays).

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Competitive Local Telecommunications Services Tariff

SECTION 3 – DESCRIPTION OF SERVICES (Cont'd)3.2. Local Service (Cont'd)3.2.1. Billing for Calls (Cont'd)3.2.1.C. Billing Increments

NET-TEL offers one-minute increments with a one-minute minimum for local service calls. Calls are rounded up to the next full minute.

3.2.1.D. Timing of Calls

The Business Customers charge is based on the actual usage of NET-TEL's network. Usage begins when the called party picks up the receiver, which is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Up to sixty (60) seconds of ringing is allowed before it is billed as usage of the network. Chargeable time ends when either party hangs up, thereby releasing the network connection.

3.2.1.E. Minimum Call Completion Rate

A Business Customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 99% during peak use periods for all Feature Group D services. Charges are not made for uncompleted or unanswered calls.

3.2.1.F. Holidays

Include: New Year's Day (January 1), Memorial Day (the fourth Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

3.2.2. Service Contract Terms - NET-TEL's Local Services are available in contract terms of:

1. One-year
2. Two-year

3.2.3. Local Calling Areas - NET-TEL concurs with the applicable NPA-NXX combinations comprising the local calling area as defined in the District of Columbia Bell Telephone Company, Ameritech Tariff ILL.C.C. No. 20. NET-TEL reserves the right to revoke and make void this statement of concurrence at any time.

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Competitive Local Telecommunications Services Tariff

SECTION 3 – DESCRIPTION OF SERVICES (Cont'd)

3.2. Local Service (Cont'd)

3.2.4 Network Access Charges - A Business Customer can access NET-TEL's Network via the following methods:

3.2.4.A. Digital Local T1

Service provides a Business Customer with a digital connection operating at 1.544 Mbps that is time division multiplexed into 24 individual channels. Digital Local T1 is provided for connection of compatible Customer-provided private branch exchange equipment to the Public Switched Telephone Network. Each Digital Local T1 is provided with dual tone multi-frequency (DTMF) or multi-frequency (MF), as specified by the Business Customer.

Individual channels may be equipped with Direct Inward Dialing (DID) capabilities and DID number blocks for an additional charge.

Digital Local T1 is available pursuant to a one or two year term commitment.

1. The following optional service can be provided:

Direct Inward Dialing (DID) - allows a station of the PBX to be accessed directly from an outside caller without going through an attendant. A facility equipped with DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. DID service is furnished where operating conditions and the availability of facilities exist.

- (i) DID Number Blocks – Each block of 10 station numbers are charged separately. Customers who purchase DID services are required to purchase DID Number Blocks.

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Competitive Local Telecommunications Services Tariff

SECTION 3 – DESCRIPTION OF SERVICES (Cont'd)3.2. Local Service (Cont'd)3.2.4. Network Access Charges (Cont'd)3.2.4.B ISDN PRI

Service provides the Business Customer with a direct digital connection, via switched access, to one or more public and/or private services. The service arranges the 64 Kbps channels of a DS1 into 23 B (Bearer) channels and 1 D (Delta) channel or 24 B channels under control of a D channel residing on a separate PRI facility. The B channels carry voice and data traffic at speeds up to 64 Kbps. The D channel carries the out-of-band signaling required to control its associated B channels.

One or more Service Configurations can be combined to create ISDN PRI's Service Arrangement. Customer may have multiple PRI Service Arrangements per location, however each Service Arrangement must contain one Standard Configuration.

1. The following Service Configurations are available:
 - (a) Standard Configuration – The first configuration within any NET-TEL PRI Service Arrangement is the Standard Configuration. This configuration provide twenty-three (23) 64 Kbps channels and one (1) 64 Kbps D channel. All call handling functionality is handled via the D channel for the entire circuit.
 - (b) Full Configuration – This configuration is only available in conjunction with the Standard Configuration. This configuration provides an additional twenty-four (24) 64 Kbps B channels. The call handling functionality is control via the D channel residing on the Standard Configuration circuit.
 - (c) Back-Up Configuration – This configuration is only available in conjunction with Customers subscribing to either the Standard Configuration or Full Configuration. This configuration allows for a back-up D channel to be identified in a multiple configuration arrangement. In the event the primary D channel is inoperable the back-up D channel will perform all call handling functionality for the dependant PRI facilities.

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SECTION 3 – DESCRIPTION OF SERVICES (Cont'd)3.2. Local Service (Cont'd)3.2.4. Network Access Charges (Cont'd)3.2.4.B ISDN PRI (Cont'd)

1. The following optional services can be provided:

- (a) Call-by-Call Service – allows B channels to be shared between multiple services carried over a signal PRI service arrangement.
- (b) Calling Number Delivery – allows the Customer to receive the originating caller's working telephone number provided the caller's local exchange and/or long distance carrier forward this information to the Company.
- (c) Direct Inward Dialing - allows for the capability of adding DID services to a PRI facility.

3.2.5. Dialing Restrictions

3.2.5.A. 900/976

NET-TEL will block calls to 900/976 numbers unless the Business Customer requests that these calls be completed. NET-TEL will unblock 900/976 calls free of charge.

3.2.5.B. Class of Service

Business Customers may select a Class of service for each facility. The Class of service will determine the calls that are blocked from each facility.

1. UNREST - Unrestricted. No calls are blocked.
2. NO900 - No calls, except for those to 900/976 numbers are blocked. This is NET-TEL's default setting.
3. 911611 - Only allow calls to 911 and 611.
4. CARD - Only allows calls to 911, 611, 1-800/888/876, 950, 0-, 0+ and 0+0.
5. LOCAL - Only allows local and intraLATA toll calls, and calls to 911, 611, 1-800/888/876, 950, 0-, 0+ and 0+0 calls.
6. NOTOLL - Only allows local calls, and calls to 911, 611, 1-800/888/876, 950, 0-, 0+, 0+0.

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SECTION 3 – DESCRIPTION OF SERVICES (Cont’d)3.2. Local Service (Cont’d)3.2.5. Dialing Restrictions (Cont’d)3.2.5.B Class of Service (Cont’d)

7. NOINTL - Allows all call types except for international (011+ and 01+).
8. LOCLDA - Only allows local calls, 911, 611, 1-800/888/876, 950. 0-. 0+, 0+0 and 411/555-1212/NPA-555-1212.
9. NODA - Allows all calls except 411/555-1212/NPA-555-1212.

3.2.6 Monthly Subscriber Line Charge - A Monthly Subscriber Line Charge applies to all Services.3.3 Directory Services3.3.1 Directory Assistance

Allows Business Customers and Users of NET-TEL’s services (excluding 800 services), to obtain directory assistance in determining telephone numbers within the State by calling the Directory Assistance operator. Calls to Directory Assistance can be either direct dialed by the Business Customer or End User, by dialing 4-1-1, or placed by a NET-TEL operator.

- 3.3.1.A. Directory Assistance charges apply for all requests for which NET-TEL’s facilities are used. A maximum of two requested telephone numbers is permitted per Directory Assistance call. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.
- 3.3.1.B. A Directory Assistance call charged to a calling card or to a third number will be billed the appropriate Operator Assistance charge, as specified in this tariff, plus the charge for Directory Assistance.
- 3.3.1.C. Non-published telephone numbers are not available from Directory Assistance service.
- 3.3.1.D. A credit will be given for calls to Directory Assistance when:
 1. The Business Customer experiences poor transmission or is cut-off during the call; or
 2. The Business Customer is given an incorrect telephone number, or the Business Customer inadvertently misdials an incorrect Directory Assistance.

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SECTION 3 – DESCRIPTION OF SERVICES (Cont'd)3.3 Directory Services (Cont'd)

3.3.1.E. To receive a credit, the Business Customer must notify the NET-TEL operator or Business Office of the problem experience.

3.3.1.F. The Business Customer will not be charged in the following circumstances:

1. To reach the called Directory Assistance service number when attempts by the customer to direct dial such a call cannot be completed.
2. Charges for Directory Assistance are not applicable to calls to the Directory Assistance service attendant placed from hospital services; or to calls to the Directory Assistance service attendant from telephones where the Business Customer has been affirmed in writing as unable to use a NET-TEL provided directory because of a visual, physical or reading handicap including calls made by such handicapped persons from their place of employment.

3.3.1.G. For an additional charge the called will be connected.

3.3.2. Telephone Directory Service

NET-TEL in contract with the incumbent LEC will provide telephone directory services to its Business Customers. Directory service is composed of alphabetical and street address directories.

3.3.2.A Primary Phone Number Listing

Each Business Customer can list its primary phone number free of charge. NET-TEL will provide a Primary Phone Number Listing, which will entitle the Business Customer to a listing in the 411/Directory Assistance database, White Pages and Yellow pages that are specific to the LEC area in which the Business Customer's phone number is located. The listing will consist of a straight-line listing consisting of the customer's name, business address and primary phone number.

3.3.2.B The Business Customer may request a listed, nonlisted or nonpublished listing service from NET-TEL.

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SECTION 3 – DESCRIPTION OF SERVICES (Cont'd)3.3. Directory Services (Cont'd)

1. Listed - The phone number is listed in the 411 database and in the White and Yellow Pages.
2. Nonlisted – Upon the request of the Customer, the Customer's telephone listing is omitted or deleted from the telephone directory. Non-Listed numbers will be carried in the Telephone Company's directory assistance (411 database) only.
3. Nonpublished – Upon the request of the Customer, the Customer's telephone listing will be omitted or deleted from the telephone directory, and will not be listed in the 411 database.

3.3.3. Gold/Vanity Numbers

Business Customers can request a special or particular telephone number, for example, one ending in "00" or "0".

3.4. Operator Assisted Services

3.4.1. Operator Handled Calling - Operator Handled Calling service is provided to Business Customers and Users of NET-TEL's calling services. In addition to charges that would otherwise apply pursuant to other Sections of this tariff, each operator call will be assessed a charge(s) as set forth within. Collect calls to coin telephones and transfers of charges to third telephones that are coin telephones will not be accepted.

3.4.1.A. Collect Calls - Calls where the called person agrees to pay for the call. NET-TEL offers two types of collect calls. A Business Customer can request, free of charge, that collect calls not be billed to their lines or trunks.

1. Person-to-Person - Calls completed with the assistance of a NET-TEL operator to a particular person, station, department or PBX extension specified by the calling party.
2. Station-to-Station - Operator assisted calls other than Person-to-Person billed to either the Business Customer's phone number, or the end user's calling card. Calls may be dialed with or without assistance of NET-TEL's operator.

3.4.1.B. Third Party Billed Cards - Calls where the customer requests that the phone call be charged to a third party's phone number. If the originating caller is calling from a payphone, the third party number is called. The third party has to answer the phone and accept the charges before the operator completes the call. A NET-TEL Business Customer can request, free of charge, that third party calls not be billed to their lines or trunks.

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SECTION 3 – DESCRIPTION OF SERVICES (Cont’d)

3.4. Operator Assisted Services (Cont’d)

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

3.4.2.A. The operator will determine if the line is clear or in use and report to the calling party.

3.4.2.B. The operator will interrupt the call on the called line only if the calling party indicates an emergency.

3.4.2.C. A charge will apply when:

1. The operator verifies that the line is busy.
2. The operator verifies that the line is available for incoming calls.
3. The operator verifies that the called number is busy with a call in progress and the Business Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. The called party then has the option to release the line to receive incoming calls. One charge will apply for both verification and interruption.

3.4.2.D. No charge will apply when:

1. The calling party advises that the call is to or from an official public emergency agency.
2. Under conditions other than those specified within, preceding.

3.4.2.E. Charges for verification and interruption may be billed to a third number or a NET-TEL issued Calling Card.

3.4.2.F. Busy verification and Interrupt service is furnished where and to the extent that facilities permit. The Business Customer shall indemnify and save NET-TEL harmless against all claims that may arise from either party to the interrupted call or any person.

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SECTION 3 – DESCRIPTION OF SERVICES (Cont'd)**3.5 Emergency or 9-1-1 Telecommunications Service**

All terms and conditions set forth in this Section are applicable to the services as defined in this tariff.

3.5.1 Service Overview

- 3.5.1.A. When requested by local government authorities, NET-TEL will provide 9-1-1 Telecommunications service (9-1-1 service) for the purpose of voice reporting emergencies by the public.
- 3.5.1.B. A Public Safety Answering Point (PSAP) is the answering point for a 9-1-1 call. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAP's answer first; Secondary PSAP's receive calls on a transfer basis only.
- 3.5.1.C. Any person dialing A9-1-1 from a telephone that is usable for local exchange telephone network access and arranged to provide 9-1-1 service will be automatically connected to the appropriate Public Safety Answering Point (PSAP) for that telephone.
- 3.5.1.D. For the purposes of this tariff a Responding Agency is an agency that is prepared to provide one or more specific emergency services via calls received from a PSAP.
- 3.5.1.E. 9-1-1 calls originated from NET-TEL's Local Exchange service access facilities shall be completed to the appropriate PSAP without a charge being assessed to the calling party by NET-TEL.
- 3.5.1.F. 9-1-1 Service may be classified as one of two types: Basic service and Enhanced service.
1. Basic 9-1-1 Service provides for routing all 9-1-1 calls originated by telephones having telephone numbers beginning with a given central office prefix code or codes to a single PSAP that is prepared to receive those calls. Basic 9-1-1 Service has certain inherent features and optional features that may or may not be available with Enhanced 9-1-1 Service.
 2. Enhanced 9-1-1 Service provides certain features such as selective routing of 9-1-1 calls to a specific PSAP that is selected from the various PSAP serving Business Customers within that central office area. Enhanced 9-1-1 Service has certain other inherent and optional features that may or may not be available with Basic 9-1-1 Service.

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SECTION 3 – DESCRIPTION OF SERVICES (Cont’d)

3.5 Emergency or 9-1-1 Telecommunications Service (Cont’d)

3.5.1.G The following regulations apply to both basic, and enhanced service, as appropriate:

1. This offering is limited to the provision and use of the digits A9-1-1 as the Universal Emergency Telephone Number (Code).
2. 9-1-1 Service is one-way service only.
3. NET-TEL shall not incur any liability, direct or indirect, to any person who dials or attempts to dial, the digits A9-1-1 or to any other person who may be affected by the dialing of the digits A9-1-1. NET-TEL’s entire liability arising out of the provision of 9-1-1 Service under this tariff shall be limited as set forth in this Section and in the Rules.

3.6 Individual Case Basis (ICB) Arrangements

For special situations, rates for specialized services will be determined on an Individual Case Basis and specified by contract between NET-TEL and the Business Customer pursuant to Commission rules for such arrangements.

3.7 NET-TEL Discount Pricing Plan

1. NET-TEL offers Business Customers who sign a two-year (2) term commitment a 15% discount off their local usage element.

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Competitive Local Telecommunications Services Tariff

SECTION 4 - RATES AND CHARGES4.1 Non-Recurring Service Charges

The following charges are applicable to all services unless otherwise noted.

| | |
|------------------------------------|-----------|
| Establish New Service (per order) | No charge |
| Transfer Service (per order) | No Charge |
| Change Telephone Number (per line) | No Charge |
| Change Class of Service | No Charge |
| Restore Service (per account) | \$25.00 |
| Moves, adds and changes | \$25.00 |

4.2 Local Service4.2.1 Digital Local T1

| | |
|-----------------------------|----------|
| Monthly Recurring Charge | \$300.00 |
| End User Common Line Charge | \$83.52 |
| Subscriber Line Charge | \$27.13 |
| DID Channel Charge | \$15.00 |
| DID Number Blocks (10) | \$10.00 |
| DID Number Blocks (100) | \$80.00 |

4.2.2 ISDN PRI

| | |
|-------------------------|-----------|
| PRI Interface | |
| Digital Local T1 | \$300.00 |
| EUCL-PRI | \$18.85 |
| PRI Interface | \$250.00 |
| DID Number Blocks (10) | \$10.00 |
| DID Number Blocks (100) | \$80.00 |
| Service Arrangement | No Charge |
| Call by Call, Caller ID | No Charge |

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Competitive Local Telecommunications Services Tariff

SECTION 4 - RATES AND CHARGES (Cont'd)4.2 Local Service (Cont'd)4.2.3 Local Usage

| | |
|------------------------------------|---------|
| A. Per Minute Rate (One Year Term) | \$0.020 |
| B. Per Minute Rate (Two Year Term) | \$0.018 |
| C. Per Call Usage (One Year) | \$0.065 |
| D. Per Call Usage (Two Year) | \$0.055 |

4.3 Directory Services4.3.1 Directory Assistance

| | |
|--|--------|
| <u>Directory Assistance (per call)</u> | |
| Each Call | \$0.30 |

4.3.2 Telephone Directory Service Charges

| | |
|-------------------------------------|-----------|
| <u>Phone Number Listing Charges</u> | |
| Primary | No Charge |
| Each additional | \$1.50 |

Listed, Nonlisted or Nonpublished listing charges (per month per listing)

| | |
|--------------|-----------|
| Listed | No Charge |
| Nonlisted | \$1.50 |
| Nonpublished | \$1.50 |

4.3.3 Preferential Numbers

| | |
|-----------------------------|---------|
| Monthly recurring charge | \$2.00 |
| Non-recurring set-up charge | \$30.00 |

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General Counsel
OneVoice Communications, Inc.
43761 Parkhurst Plaza, #108, #136
Ashburn, Virginia 20147

Competitive Local Telecommunications Services Tariff

SECTION 4 - RATES AND CHARGES (Cont'd)

4.4 Operator Assisted Services

4.4.1 Operator Handled Calling

| | |
|--------------------------|--------|
| Collect Calls | |
| Person-to-Person | \$3.00 |
| Station-to-Station | |
| Customer dialed | \$1.50 |
| Operator assisted | \$1.50 |
| Third Party Billed Cards | \$1.50 |

4.4.2 Busy Line Verification and Line Interrupt Service

| | |
|--|--|
| Busy Line Verification | |
| Busy Line Verification with Line Interrupt | |

4.5 Emergency or 9-1-1 Telecommunication Service

There is no charge to the Business Customer for 9-1-1 Service.

4.6 Miscellaneous Services

Non-Recurring Charge

| | |
|------------------------------------|----------|
| 4.6.1 Transfer of Service Location | \$500.00 |
|------------------------------------|----------|

4.7 Early Termination Charge

4.7.1 In the event a Customer cancels their service with NET-TEL prior to fulfilling their term commitment, the customer is still responsible for all monthly recurring charges associated with subscribed services for the remaining number of months. The Early Termination Charge will be applied on the Customer's last invoice as a Non-Recurring Charge with a specific literal that is clear as to the association of the specific charge. The formula associated with this charge is:

$$\text{Early Termination} = (\text{Monthly Usage Commitment}) \times (\# \text{ of Remaining Contracted Months}) \times (100\%)$$

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SECTION 5 - PROMOTIONAL OFFERINGS AND DISCOUNTS5.1 Overview

From time-to-time, NET-TEL will provide promotional offerings to its Customers. Such offerings will be limited to certain dates, times and locations. The specified terms and conditions of each promotional offering will be described herein. Discounts may be combined unless otherwise noted. All promotional offerings and discounts will be contained herein. Business Customers taking service under NET-TEL's Discount Pricing Plan set forth in Section 3.9 are not eligible for any of the offerings set forth in this Section 5, unless otherwise specified.

5.2 Reserved for Future Use

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REGULATIONS AND SCHEDULE OF CHARGES

APPLICABLE TO

BUSINESS END USERS

FOR LOCAL COMMUNICATIONS SERVICES

WITHIN THE DISTRICT OF COLUMBIA

This tariff contains the descriptions, regulations and rates for the furnishing of services and facilities provided by NET-TEL CORPORATION with its principal offices at 1023 31st Street, N.W., Washington, D.C. 20007. Copies may be inspected during normal business hours at the Company's principal place of business in Washington, D.C.

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