



August 3, 2009

Attn: Public Service Commission of Utah
Herber M. Wells Building, 4th Floor
160 East 300 South
Salt Lake City, UT 84111

Re: Liberty-Bell Telecom, LLC Supplemental application to CPCN to Provide Resold
Intrastate Interexchange Service

Liberty-Bell Telecom, LLC, respectfully requests authority to provide resold Intrastate Interexchange Telecommunication services within the State of Utah. This letter is being attached as an exhibit to Liberty-Bell's application for a Certificate of Public Convenience and Necessity to provide Competitive Local Exchange Services.

Please acknowledge receipt of these documents by file stamping the duplicate letter of transmittal enclosed herewith and returning it in the self-addressed stamped envelope included for this purpose.

Should there be any questions or additional information required, please do not hesitate to contact me at (720) 200-8865. Thank you for all your help.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jay Weber", is written over a light blue rectangular background.

Jay Weber
Executive Vice President

Enclosures

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August 3, 2009

Attn: Public Service Commission of Utah
Herber M. Wells Building, 4th Floor
160 East 300 South
Salt Lake City, UT 84111

Re: Liberty-Bell Telecom, LLC Application for a CPCN to Provide Resold Local Exchange Service

Liberty-Bell Telecom, LLC, respectfully requests authority to provide Resold Local Exchange within the State of Utah. Enclosed please find an original and five copies of the application.

Please acknowledge receipt of these documents by file stamping the duplicate letter of transmittal enclosed herewith and returning it in the self-addressed stamped envelope included for this purpose.

Should there be any questions or additional information required, please do not hesitate to contact me at (720) 200-8865. Thank you for all your help.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jay Weber", is written over a horizontal line.

Jay Weber
Executive Vice President

Enclosures

BEFORE THE
UTAH PUBLIC SERVICE COMMISSION

Application of)
)
Liberty-Bell Telecom, LLC)
)
Docket No. _____)
For a Certificate of Public Convenience and)
Necessity to Provide Resold Local Exchange)
and Resold Intrastate Interexchange Services)
within the State of Utah)

APPLICATION

Liberty-Bell Telecom, LLC, pursuant to Chapter 8b of Title 54 of the Utah Code; the Commissions Rules of Practice and Procedure, Utah Admin. Code ' ' 746-100 et seq.; and the federal Telecommunications Act of 1996, 47 U.S.C. ' ' 151 et seq., hereby applies to the Utah Public Service Commission for a certificate of public convenience and necessity authorizing Applicant to operate as a provider of resold local exchange and resold intrastate interexchange telecommunications services in the State of Utah.

Concurrent with this application, Liberty-Bell Telecom, LLC is also filing a letter of registration notifying the Commission of its intent to provide resold intrastate interexchange services. In support of its application, Liberty-Bell Telecom, LLC provides the following information pursuant to Utah Admin. Code R746-349:

1. Applicants legal name is Liberty-Bell Telecom, LLC. Applicant may be reached at its principal place of business:

Liberty-Bell Telecom, LLC
2460 West 26th Avenue, Suite #380-C
Denver, CO 80211
Telephone: (303) 831-1977
Facsimile: (303) 831-1988

2. Liberty-Bell Telecom is a limited liability company organized on February 27, 2003, under the laws of Colorado. A copy of Liberty-Bell Telecom's Certificate of Existence with Status in Good Standing and articles of organization are attached hereto in Exhibit A. Liberty-Bell Telecom LLC's application for authority to transact business as a foreign Limited Liability Company has been filed and approved on July 30, 2009 in the Office of The Division of Corporations and Liberty-Bell has been issued Registration Number: 7424354-0161. The approved application is also attached in Exhibit A.

3. Correspondence or communications pertaining to this Application should be directed to:

Jay P. Weber
Executive Vice President
Liberty-Bell Telecom, LLC
2460 West 26th Avenue, Suite #380-C
Denver, CO 80211
Telephone: (720) 200-8865
Facsimile: (303) 675-6090

4. Questions concerning the ongoing operations of Applicant following certification should be directed to:

Christina Neher
Liberty-Bell Telecom, LLC
2460 West 26th Avenue, Suite #380-C

Denver, CO 80211

Telephone: (303) 313-2005

Facsimile: (303) 831-1988

5. Applicant's registered agent in the State of Utah is:

Business Filings Incorporated

136 East South Temple, Suite 2100

Salt Lake City, UT 84111

6. Liberty-Bell Telecom's toll-free number for customer inquiries is (866) 664-

2355.

7. R746-349-3(A)(3). Facilities to be used. Liberty-Bell Telecom, LLC does not currently own property in the State of Utah and has not yet completed any plans for construction of facilities in Utah. Liberty-Bell Telecom will act a reseller of its underlying carrier, Qwest Communications International, Inc.

8. R746-349-3(A)(4). Services to be offered. Liberty-Bell Telecom, LLC intends to provide local exchange, exchange access services, and Interstate and Intrastate Long Distance to include advanced features, premium services and switched services through the reselling of its underlying carrier's services. Attached hereto as Exhibit H is Liberty-Bell Telecom, LLC's Proposed Initial Tariff. The applicant intends to offer similar services and in the same geographic area as its underlying carrier, Qwest Communications International, Inc.

8. (a) R746-349-3(A)(4)(a). Classes of customers. Liberty-Bell Telecom, LLC intends to market services to both residential and business customers throughout the State of Utah.

8. (b) R746-349-3(A)(4)(b). Location of service. Liberty-Bell Telecom,

intends to offer services throughout the state in the same geographic area as its underlying carrier, Qwest Communications International, Inc. Liberty-Bell Telecom, LLC does not intend to offer services to customers in rural Utah in exchanges with fewer than 5,000 lines owned by companies with fewer than 30,000 access lines.

9. R746-349-3(A)(5). Access to standard services. Once voice services are initiated, Liberty-Bell Telecom, LLC will provide access to ordinary intraLATA and interLATA message toll calling, operator services, directory assistance, directory listings, and emergency services such as 911 and E911 either through its own operations or by purchasing those services from underlying carriers.

10. R746-349-3(A)(6)B(7). Professional experience and education of managerial personnel and personnel responsible for Utah operations. Descriptions of the extensive telecommunications and managerial experience of Applicant's key personnel are attached hereto as Exhibit B.

11. R746-349-3(A)(1), R746-349-3(A)(8)B(10). Financial abilities. Liberty-

Bell Telecom, LLC is financially qualified to provide local exchange and Intrastate Interexchange telecommunications services in Utah. In particular, Liberty-Bell Telecom has access to the financing and capital necessary to conduct its telecommunications operations as specified in this application.

11. (a) R746-349-3(A)(8). Chart of accounts. Liberty-Bell Telecom, LLC's

chart of accounts including account numbers, names, and brief descriptions is attached hereto as CONFIDENTIAL Exhibit C. Liberty-Bell Telecom, LLC respectfully requests that the customer information in Exhibit C not be publicly disclosed.

11. (b) R746-349-3(A)(9)(a)B(d). Balance sheet. Attached hereto as

CONFIDENTIAL Exhibit D are the most recent balance sheets and income statements of Liberty-Bell Telecom, LLC, which were compiled by Tinter, Scheifley Tang, LLP, our CPA who can attest to the accuracy, integrity, and objectivity of the balance sheet and can attest that the balance sheet was prepared in accordance with Generally Accepted Accounting Principles. Liberty-Bell Telecom, LLC respectfully requests that the financial information in CONFIDENTIAL Exhibit D not be publicly disclosed. In accordance with R746-349-3(A)(10), this balance sheet shows that Liberty-Bell Telecom, LLC has a positive net worth and that Liberty-Bell Telecom has sufficient cash flow to provide its proposed services.

11. (c) R746-349-3(A)(2), R746-349-3(A)(10)(c). Bond requirement.

Liberty-Bell Telecom, LLC respectfully request a waiver for the \$100,000 bond provision as it does not intend to require customer deposits or prepayment in any form. Liberty-Bell Telecom, LLC's proposed initial tariff is attached hereto as Exhibit H and concurs with the above statements.

12. R746-349-3(A)(11). Five-year projection of expected operations.

12. (a) R746-349-3(A)(11)(a). Income and cash flow statements.

Please find attached as CONFIDENTIAL Exhibit F a five-year projection of expected operations including pro forma income statements and pro forma cash flow statements.

Liberty-Bell Telecom, LLC respectfully requests that the financial information in Exhibit F not be publicly disclosed.

12. (b) R746-349-3(A)(11)(b). Types of technology to be deployed.

Liberty-Bell Telecom, LLC will continue to deploy the technology specified above in Paragraph 8 of this Application.

12. (c)R746-349(A)(11)(c). Maps of facilities locations. As stated in

Paragraph 7 above, Liberty-Bell Telecom, LLC does not intend to construct facilities in the State Utah at this time; therefore, the exact location of future facilities and descriptions of the specific facilities to be deployed are not determined.

13. R746-349-3(A)(6), R746-349-3(A)(12). Implementation schedule.

Liberty-Bell Telecom, LLC is contemplating the acquisition of a CLEC in the State of Utah.

The company is filing this application in advance of the consummation of that acquisition to be in compliance with the commission requirement to hold a CPCN in the State of Utah.

Liberty-Bell Telecom, LLC intends to initiate interconnection negotiations with Qwest Communications International, Inc. Liberty-Bell Telecom, LLC intends to begin marketing its services to business and residential customers as soon as all necessary authorities are approved by the Public Service Commission of Utah and an interconnection agreement can be executed.

14. R746-349-3(A)(1), R746-349-3(A)(13). Technical and managerial abilities.

Liberty-Bell Telecom, LLC's officers and management have the necessary managerial and

technical resources and qualifications necessary to execute the Company's business plan and to provide its proposed telecommunications services. Liberty-Bell Telecom, LLC's management team has extensive experience in the telecommunications industry. A brief biography for the executive team of Liberty-Bell Telecom, LLC are attached hereto as Exhibit B.

The applicant currently maintains Local Exchange and Switched Access authorities and tariffs in the State of Colorado. The applicant is also registered as a long distance provider with the FCC. Evidence of such authority is attached hereto as Exhibit G. Liberty-Bell Telecom, LLC has pending applications for Competitive Local Exchange and Intrastate Long Distance authority in New Mexico. Liberty-Bell Telecom, LLC has not been denied requested certification in any jurisdiction, nor has it had a permit, license, or certificate revoked by any authority.

15. R746-349-3(A)(7). Employees. Liberty-Bell Telecom, LLC does not currently operate an office within Utah. Responsibility for Utah operations will be handled by Applicant's current management team from its headquarters in Denver, CO. An

Organizational Chart is attached hereto as Exhibit I.

16. R746-349-3(A)(1), R746-349-3(A)(14). Public interest. Approval of Liberty-Bell Telecom, LLC's application will serve the public interest by creating greater competition in the Local Exchange marketplace and the Intrastate Interexchange Long Distance market. The public convenience and necessity, therefore, will be served by the issuance of a Certificate of Public Convenience and Necessity to Applicant authorizing it to provide the services described in this application.

17. R746-349-3(A)(16)B(17). Unauthorized switching, solicitation of new customers, and prevention of unauthorized switching. Liberty-Bell Telecom, LLC has not been subjected to any judgment, penalty, or sanction in any jurisdiction for unauthorized switching (“slamming”) or any other illegal activities that could adversely affect its ability to provide telecommunications service in Utah. When Liberty-Bell Telecom offers voice services in the State of Utah, it will prevent unauthorized switching of customers by obtaining a signed letter of authorization from all new customers. Liberty-Bell Telecom will comply with Utah law and the Federal Communications Commission’s (“FCC’s”) regulations regarding how interexchange carriers may change a consumer’s Primary Interchange Carrier (“PIC”). Liberty-Bell Telecom will also comply with the FCC’s regulations regarding how carriers may change a consumer’s primary local exchange provider.

WHEREFORE, Liberty-Bell Telecom, LLC, respectfully requests that the Utah Public Service Commission issue a Certificate of Public Convenience and Necessity authorizing

Liberty-Bell Telecom to provide resold switched and dedicated local exchange telecommunications services in the State of Utah.

Respectfully submitted,



Jay P. Weber
Executive Vice President
Liberty-Bell Telecom, LLC
2460 West 26th Avenue, Suite #380-C
Denver, CO 80211
Telephone: (720) 200-8865
Facsimile: (303) 675-6090

Dated: August 3, 2009

LIST OF EXHIBITS

| | |
|-----------|------------------------------------------------------------------------------------------------------------------------|
| EXHIBIT A | Colorado Certificate of Good Standing, Articles of Formation and Certificate of Authority to Transact Business in Utah |
|-----------|------------------------------------------------------------------------------------------------------------------------|

| | |
|--------------|---------------------------------------------------------------------|
| EXHIBIT B | Managerial and Technical Qualifications |
| EXHIBIT C | Chart of Accounts [CONFIDENTIAL] |
| EXHIBIT D | Financial Statements of Liberty-Bell Telecom, LLC [CONFIDENTIAL] |
| EXHIBIT F | Five-Year Projection of Expected Operations [CONFIDENTIAL] |
| EXHIBIT G | Evidence of Certification in Other Jurisdictions |
| EXHIBIT H | Proposed Initial Tariff |
| EXHIBIT I | Organizational Chart and Staffing Plan |
| EXHIBIT J | Proposed Initial IXC Tariff |
| VERIFICATION | |

EXHIBIT A

**Colorado Certificate of Good Standing, Articles of Organization and
Certificate of Authority to Transact Business in Utah**

47

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

I, Bernie Buescher, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

LIBERTY BELL TELECOM, LLC

is a **Limited Liability Company** formed or registered on 02/27/2003 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20031065277.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/28/2009 that have been posted, and by documents delivered to this office electronically through 07/31/2009 @ 09:06:27.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 07/31/2009 @ 09:06:27 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 7425863.



Bernie Buescher
Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click Business Center and select "Frequently Asked Questions."

**ARTICLES OF ORGANIZATION
OF
LIBERTY BELL TELECOM, LLC**

The undersigned, a natural person eighteen years of age or older, intending to organize a limited liability company pursuant to §7-80-203, Colorado Revised Statutes, delivers these Articles of Organization to the Colorado Secretary of State for filing, and states as follows:

FILED
DONETTA DAVIDSON
COLORADO SECRETARY OF STATE

1. The name of the limited liability company is Liberty Bell Telecom, LLC.
2. The principal place of business of the limited liability company is: 20031065277 C
4695 S. Monaco Street, Suite 111 50.00
Denver, CO 80237 SECRETARY OF STATE
02-27-2003 13:09:15
3. The name, and the business address, of the registered agent for service of process on the limited liability company are:

Thomas G. Martino
4695 S. Monaco Street, Suite 111
Denver, CO 80237
4. The management of the limited liability company is vested in managers rather than members. The name and business address of the initial manager is:

Thomas G. Martino
4695 S. Monaco Street, Suite 111
Denver, CO 80237

The (a) name or names, and (b) mailing address or addresses, of any one or more of the individuals who cause this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused, are:

D. Laird Blue
Jones & Keller, P.C.
1625 Broadway, 16th Floor
Denver, Colorado 80202
Voice (303) 573-1600
Fax (303) 573-0769
e-mail lblue@joneskeller.com

COMPUTER UPDATE COMPLETE
VF





Application for Authority to Transact Business

Liberty-Bell Telecom, LLC
Exact Name of Foreign Limited Liability Company

- This limited liability company of the state or country of CO, hereby applies for authority to transact business in the state of Utah.
- Date of formation or organization 02/27/03 and duration period of 99.
- The street address of the registered office in the State of Utah, and the name of the registered agent for service of process at the registered office, (the agent shall be a person residing or authorized to do business in the State of Utah). ***The signature of the authorized signer represents the irrevocable written consent of the foreign limited liability company that actions may be commenced against it in the proper court of any county where there is proper venue by the service of process on its registered agent, and if the agent has resigned, the agents authority has been revoked or the agent cannot be found, then on the director of the division, and stipulating and agreeing that this service shall be taken and held, in all courts, to be as valid and binding as if service had been made upon the members of the foreign limited liability company.

| | | | | |
|-------------------------------|-----------------------------------|----------------|-------|-------|
| Business Filings Incorporated | 136 East South Temple, Suite 2100 | Salt Lake City | UT | 84111 |
| Registered Agent Name | Street Address | City | State | Zip |

Signature of Registered Agent (Required) Business Filings Incorporated

- Principal place of business:
136 East South Temple, Suite 2100
Street Address City State Zip
Salt Lake City UT 84111
- The nature of the business or purpose(s) to be conducted or promoted in Utah Business and Residential Resold Local Exchange Services, Enhanced Services and Toll Resale.

- Clear indication of who is managing the company is required.

Is this foreign limited liability company manager-managed? Yes

If YES, you must list the name and business or residence street address of each manager.

| Manager | Name | Address | City/State | Zip |
|---------|--------------------|----------------------------|-------------|-------|
| | Liberty-Bell, LLC. | 2460 W. 26TH AVE., STE380C | Denver / CO | 80211 |
| | Nigel Alexander | 2460 W. 26TH AVE. STE 380C | Denver / CO | 80211 |

Is this foreign limited liability company member-managed? No

If YES, you must list the name and business or residence street address of each member.

| Name | Address | City/State | Zip |
|------|---------|------------|-----|
|------|---------|------------|-----|

- The date the limited liability company intends to first transact business in Utah: 08/16/09
- A Certificate of Good Standing/Existence from the state of organization dated no earlier than ninety (90) days prior to filing with the Division is attached hereto.

Under penalties of perjury, I declare as a manager or member with management authority of this limited liability company having authority to sign hereto, that this application for authority to transact business has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.

By: Liberty-Bell, LLC. Liberty-Bell, LLC. (Manager)
Limited Liability Company Authorized Signer Signature Typed Name & Title



Under GRAMA (63-2-201), all registration information maintained by the Division is classified as public record. For confidentiality purposes, the business entity physical address may be provided rather than the residential or private address of any individual affiliated with the entity.

EXHIBIT B

Managerial and Technical Qualifications

Liberty-Bell Telecom has a strong management team that is currently operating a successful and profitable CLEC in the State of Colorado. As of June 30, 2009, Liberty-Bell employed 47 people on a full time basis with 2 positions open. Liberty-Bell is well prepared with staff in provisioning, installation, customer support and technicians and an on-call team available 24 hours a day 7 days a week. Our experienced staff currently supports our 10,000 existing clients in the State of Colorado.

EXECUTIVE MANAGEMENT

Nigel Alexander – LLC Manager. Mr. Alexander is the CEO of Liberty-Bell Telecom and the LLC Manager. Prior to Liberty-Bell, Mr. Alexander co-founded Multi-Link Telecom, a unified messaging provider in 1996 and has acted as its strategist and deal maker since that time. Multi-Link subsequently merged with Liberty-Bell Telecom in 2006 with Mr. Alexander as CEO. Prior to founding Multi-Link he was employed in various positions in the banking industry. Mr. Alexander also serves as the Executive Director of Colorado Community Voicemail, a Liberty-Bell sponsored 501©3 that provides free telecommunications services to over 4,000 homeless customers in Colorado. Mr. Alexander's primary role in the business is to build value through transactional means, maintain strong financial controls and to set policy.

Christina Neher – Chief Operating Officer. Ms. Neher joined Liberty-Bell/Multi-Link in 1999 and has served as COO since that time. Ms. Neher runs all aspects of the operations side of the business. Prior to joining Liberty-Bell, Ms. Neher served as Vice president of Operations for Hellyer Communications, a \$10 million Indiana based provider of telecommunications services. From 1984 to 1988 Ms. Neher was employed by St. Mary's College and held the position of telecommunications

coordinator.

Jay Weber – Executive Vice President. Mr. Weber is responsible for the Company's sales department and business development. Mr. Weber arrived with the acquisition of Liberty-Bell Telecom where he had served as President from inception in 2003 through its merger with Multi-Link in 2006. Prior to founding Liberty-Bell, Mr. Weber served in a wide range of sales and management roles within the Telecommunications industry in Colorado. Mr. Weber holds a Masters Degree in Telecommunications from the University of Denver.

Shawn Stickle Director of Installations. Mr. Stickle co-founded Multi-Link in 1996 and acted as its President until 2002 when he left the Company amicably to pursue other interests. He rejoined Liberty-Bell in 2007 to lead the business installations department. Prior to founding Multi-Link he was employed in various positions in the telecommunications industry.

EXHIBIT C

Chart of Accounts

[CONFIDENTIAL]

EXHIBIT D

Financial Statement of Liberty-Bell Telecom, LLC

[CONFIDENTIAL]

[On Liberty-Bell Letterhead]

August 3, 2009

Utah Public Service Commission
Heber M. Wells Building
160 E. 300 South St.
Salt Lake City, Utah 84111

Re: Application of Liberty-Bell Telecom, LLC, for Authority to Provide Local Exchange and Resold Interexchange Services

Dear Commission:

On behalf of Liberty-Bell Telecom, LLC, the applicant in the above-referenced proceeding, this letter is submitted as an exhibit to Liberty-Bell Telecom's application in accordance with R746-349-3(A)(9).

I am the Executive Vice President of Liberty-Bell Telecom, LLC. I have the requisite knowledge to make the following attestation and I am authorized to do so.

I attest to the accuracy, integrity, and objectivity of the balance sheet attached as Exhibit D to Liberty-Bell Telecom's application. I also attest that the balance sheet was prepared

in accordance with Generally Accepted Accounting Principles (“GAAP”).

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Jay Weber', with a large, stylized flourish at the end.

Jay Weber, EVP
Liberty-Bell Telecom, LLC

EXHIBIT F

Five-Year Projection of Expected Operations

[CONFIDENTIAL]

EXHIBIT G

Evidence of Certification in Other Jurisdictions

Decision No. C03-0949

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

DOCKET NO. 03A-318T

IN THE MATTER OF THE APPLICATION OF LIBERTY-BELL TELECOM, LLC
DOING BUSINESS AS LIBERTY-BELL TELECOM FOR A CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO PROVIDE LOCAL EXCHANGE
TELECOMMUNICATIONS SERVICES AND FOR A LETTER OF REGISTRATION
TO PROVIDE EMERGING COMPETITIVE TELECOMMUNICATIONS SERVICES.

ORDER GRANTING APPLICATION

Mailed Date: August 21, 2003
Adopted Date: August 20, 2003

I. BY THE COMMISSION

A. Statement and Findings of Fact.

On July 23, 2003, Liberty Bell Telecom, LLC (Liberty Bell) filed an application for a Certificate of Public Convenience and Necessity to provide local exchange telecommunications services and a Letter of Registration to provide emerging competitive telecommunications services throughout the State of Colorado. 4 *Code of Colorado Regulations* (CCR) 723-25-4.

Notice of the application was posted on the Commission's web site on July 25, 2003. Interventions were due on or before August 14, 2003. None were filed.

On August 8, 2003, Liberty-Bell filed responses to audit requests posed by the Staff of the Commission. Those responses supplemented the record regarding Liberty-Bell's managerial, financial, and technical qualifications to provide local exchange telecommunications services.

B. Discussion.

The application is unopposed and may be considered without a hearing. § 40-6-109(5), C.R.S.

Granting the application of Liberty Bell is consistent with the legislative policy statements contained in §§ 40-15-101, 40-15-501, and 40-15-502, C.R.S.

Before providing local exchange and emerging competitive telecommunications services, Liberty Bell must: (1) have effective tariffs for its services on file with the Commission; and (2) comply with all statutory and regulatory requirements applicable to telecommunications providers subject to the jurisdiction of the Commission. 4 CCR 723-25-4.1.10.

II. ORDER

A. The Commission Orders That:

1. Liberty Bell Telecom, LLC 's application is deemed complete.
2. Liberty Bell Telecom, LLC is granted a Certificate of Public Convenience and Necessity to provide local exchange telecommunications services throughout the State of Colorado. A detailed description of the applicant's service territory will be delineated in the local exchange maps filed with the tariff.
3. Liberty Bell Telecom, LLC's local exchange telecommunications services will be regulated under the default regulatory scheme contained in 4 *Code of Colorado Regulations* 723-38.

4. Liberty Bell Telecom, LLC is granted a Letter of Registration to provide the following emerging competitive telecommunications services throughout the State of Colorado: advanced features; premium services; intraLATA toll; interLATA toll; switched access; jurisdictional private line services; and non-optional operator services.

5. Liberty Bell Telecom, LLC's emerging competitive telecommunications services, with the exception of non-optional operator services, will be regulated under the default regulatory scheme contained in 4 *Code of Colorado Regulations* 723-38.

6. Liberty-Bell Telecom, LLC's non-optional operator services will be regulated under the default regulatory scheme contained in 4 *Code of Colorado Regulations* 723-18.

7. Liberty Bell Telecom, LLC shall serve customers in its service territory on a non-discriminatory basis. "Service territory" shall be defined as that portion of Colorado included in the local exchange maps provided with the applicant's tariffs. However, Liberty Bell Telecom, LLC shall not be required to extend service to customers where the underlying facilities-based provider has no facilities.

8. Unless the Commission orders otherwise, Liberty Bell Telecom, LLC shall begin providing local exchange and emerging competitive telecommunications services within three years after the grant of this Certificate of Public Convenience and Necessity. 4 *Code of Colorado Regulations* 723-25-6.

9. Before commencing operations under this Certificate of Public Convenience and Necessity to provide local exchange telecommunications services and Letter of Registration to

provide emerging competitive telecommunications services, Liberty Bell Telecom, LLC shall file an Advice Letter containing local exchange maps, local calling areas, and a proposed tariff to become effective on not less than 30 days' notice. 4 *Code of Colorado Regulations* 723-1-41. Liberty Bell Telecom, LLC may also file a separate price list with the proposed tariff.

10. If Liberty Bell Telecom, LLC fails to file an effective tariff within three years from the Mailing Date of this Order, this Certificate of Public Convenience and Necessity to provide local exchange telecommunications services and this Letter of Registration to provide emerging competitive telecommunications services shall be deemed null and void. For good cause shown, and if a proper request is filed within three years of the Mailing Date of this Order, the Commission may grant Liberty Bell Telecom, LLC additional time within which to file a tariff.

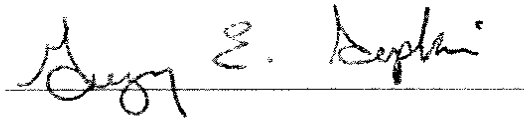
11. In accordance with the Commission's Rules of Practice and Procedure, Liberty Bell Telecom, LLC will be required to maintain its books of accounts and records using Generally Accepted Accounting Principles. 4 *Code of Colorado Regulations* 723-1-25(c).

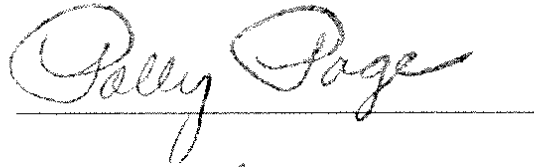
12. Consistent with terms and conditions established in previous Commission decisions, Liberty Bell Telecom, LLC will be required to contribute to the Public Utilities Commission's Fixed Utilities Fund, the Colorado High Cost Support Mechanism, the Telecommunications Relay Services for the Disabled Telephone Users Program, the Emergency Telephone Access Act Program (Low Income Fund), and other financial support mechanisms that may be created in the future by the Commission to implement §§ 40-15-502(4) and (5), C.R.S.

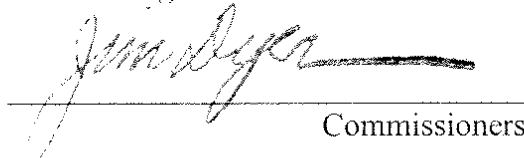
13. This Order is effective on its Mailed Date.

**B. ADOPTED IN COMMISSIONERS' WEEKLY MEETING
August 20, 2003.**

THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF COLORADO







Commissioners

EXHIBIT H

Proposed Initial Tariff

**RATES, TERMS AND CONDITIONS
RELATING TO THE PROVISION OF
LOCAL EXCHANGE SERVICES
IN THE STATE OF UTAH**

CHECK SHEET

Sheets 1 through 92 inclusive of this price list are effective as of the date shown at the bottom of each respective page(s). Original and revised pages as named below comprise all changes from the original price list and are currently in effect as of the date on the bottom of this page.

| <u>PAGE</u> | <u>Revision</u> | <u>PAGE</u> | <u>Revision</u> | <u>PAGE</u> | <u>Revision</u> | <u>PAGE</u> | <u>Revision</u> |
|-------------|-----------------|-------------|-----------------|-------------|-----------------|-------------|-----------------|
| 1 | Original | 31 | Original | 61 | Original | | |
| 2 | Original | 32 | Original | 62 | Original | | |
| 3 | Original | 33 | Original | 63 | Original | | |
| 4 | Original | 34 | Original | 64 | Original | | |
| 5 | Original | 35 | Original | 65 | Original | | |
| 6 | Original | 36 | Original | 66 | Original | | |
| 7 | Original | 37 | Original | 67 | Original | | |
| 8 | Original | 38 | Original | 68 | Original | | |
| 9 | Original | 39 | Original | 69 | Original | | |
| 10 | Original | 40 | Original | 70 | Original | | |
| 11 | Original | 41 | Original | 71 | Original | | |
| 12 | Original | 42 | Original | 72 | Original | | |
| 13 | Original | 43 | Original | 73 | Original | | |
| 14 | Original | 44 | Original | 74 | Original | | |
| 15 | Original | 45 | Original | 75 | Original | | |
| 16 | Original | 46 | Original | 76 | Original | | |
| 17 | Original | 47 | Original | 77 | Original | | |
| 18 | Original | 48 | Original | 78 | Original | | |
| 19 | Original | 49 | Original | 79 | Original | | |
| 20 | Original | 50 | Original | 80 | Original | | |
| 21 | Original | 51 | Original | 81 | Original | | |
| 22 | Original | 52 | Original | 82 | Original | | |
| 23 | Original | 53 | Original | 83 | Original | | |
| 24 | Original | 54 | Original | 84 | Original | | |
| 25 | Original | 55 | Original | 85 | Original | | |
| 26 | Original | 56 | Original | 86 | Original | | |
| 27 | Original | 57 | Original | 87 | Original | | |
| 28 | Original | 58 | Original | 88 | Original | | |
| 29 | Original | 59 | Original | 89 | Original | | |
| 30 | Original | 60 | Original | 90 | Original | | |

* Indicates new page revision with this issue

TABLE OF CONTENTS

| | |
|--------------------------------------------------------|----|
| CHECK SHEET..... | 2 |
| APPLICATION OF PRICE LIST..... | 5 |
| EXPLANATION OF SYMBOLS | 6 |
| EXPLANATION OF TERMS | 7 |
| 1. Regulations | 12 |
| 1.1 Undertaking of the Company..... | 12 |
| 1.2 Terms and Conditions | 13 |
| 1.3 Notification of Service Affecting Activities | 15 |
| 1.4 Provision of Equipment and Facilities | 16 |
| 1.5 Liability of the Company | 18 |
| 1.6 Directory Listings | 25 |
| 1.7 Interruptions in Service..... | 26 |
| 1.8 Obligations of the Customer | 28 |
| 1.9 Payment Arrangements | 33 |
| 1.10 Discontinuance of Service | 37 |
| 1.11 Restoration of Service..... | 41 |
| 1.12 Transfers and Assignments | 42 |
| 1.13 Notices and Communications | 42 |
| 1.14 Promotional Offers..... | 43 |
| 1.15 Individual Case Basis (ICB) Arrangements..... | 43 |
| 1.16 Customer Service..... | 43 |

TABLE OF CONTENTS (CONT'D)

| | |
|-------------------------------------------------------------|----|
| 2.0 Service Descriptions and Rates..... | 44 |
| 2.1 Local Service | 44 |
| 2.2 Reserved for Future Use | 59 |
| 2.3 Operator Services..... | 59 |
| 2.4 Preferred Carrier Selection (Local Freeze)..... | 62 |
| 2.5 Preferred Carrier Selection (PIC Freeze)..... | 62 |
| 2.6 Promotional Offering | 63 |
| 2.7 Individual Case Basis..... | 63 |
| 2.8 Wire Assurance Plan..... | 63 |
| 2.9 Market Expansion Line..... | 64 |
| 2.10 Private Switch Automatic Location Identifiacation..... | 64 |
| 3.0 Rates and Charges..... | 65 |
| 3.1 Nonrecurring Charges | 65 |
| 3.2 Usage Rates..... | 70 |
| 3.3 Rate Tables | 71 |
| 4.0 Operator Verification/Interrupt Service..... | 90 |
| 4.1 Description..... | 90 |
| 4.2 Terms and Conditions | 90 |
| 4.3 Rates and Charges..... | 92 |

APPLICATION OF PRICE LIST

This price list sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange service by Liberty-Bell Telecom, LLC ("the Company") in the serving areas defined herein.

The provision of local exchange services is subject to existing regulations and terms and conditions specified in this price list and may be revised, added to or supplemented by superseding issues.

EXPLANATION OF SYMBOLS

The following symbols shall be used in this price list for the purposes indicated below:

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

EXPLANATION OF TERMS

AGENCY

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

AUTHORIZED USER

A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

ATTENDANT

An operator of a PBX console or telephone switchboard.

BUILDING

A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designed for permanent occupancy.

CALL INITIATION

The point in time when the exchange network facility is initially allocated for the establishment of a specific call.

CALL TERMINATION

The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

CENTRAL OFFICE

An operating office of the incumbent local exchange company where connections are made between telephone exchange lines.

CUSTOMER

A person, firm, partnership, limited liability company, corporation, municipality, cooperative association or organization, governmental agency, or other entity receiving telecommunications services.

EXPLANATION OF TERMS (cont'd)

EMERGENCY

A situation that appears to present immediate danger to person or property.

EMERGENCY SERVICE (ENHANCED 911)

Allows customers to reach appropriate emergency services, including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Safety Answering Point (PSAP).

E911 SERVICE AREA

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

E911 CUSTOMER

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

ERROR

A discrepancy or unintentional deviation by the Company from what is correct or true. An "error" can also be an omission in records.

EXCHANGE

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

EXCHANGE ACCESS LINE

A central office line furnished for direct or indirect access to the exchange system.

FINAL ACCOUNT

A customer's outstanding charges still owed to the Company.

EXPLANATION OF TERMS (cont'd)

INVESTIGATIVE OR LAW ENFORCEMENT OFFICER

An officer of the United States, a state or a political subdivision of the United States which is empowered by law to investigate or make arrests for crimes related to communications, or an attorney authorized by law to prosecute those crimes.

LAST NUMBER REDIAL

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

LATA

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

LOCAL CALL

A call which is not rated as a long distance call.

LOCAL CALLING AREA

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a long distance charge.

LOCAL EXCHANGE CARRIER

A company that furnishes exchange telephone service.

LOCAL SERVICE

Telephone exchange service within a local calling area.

EXPLANATION OF TERMS (cont'd)

MOVE

The disconnection of existing service at one location and reconnection of the same service at a new location in the same building or in a different building on the same premises.

PBX

A private branch exchange.

PRESUBSCRIPTION

An arrangement whereby a Customer may select and designate to the Company an Exchange Carrier it wishes to access, without an access code, for completing intraLATA and interLATA toll calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC).

PRIVATE BRANCH EXCHANGE SERVICE

Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

RATE CENTER

Company-designated service locations from which service is rendered or rated.

RECURRING CHARGES

The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

SERVICE COMMENCEMENT DATE

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

SERVICE ORDER

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

EXPLANATION OF TERMS (cont'd)

SERVING CENTRAL OFFICE

The central office from which local service is furnished.

SPEED CALLING

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

TELECOMMUNICATIONS RELAY SERVICE (TRS)

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT or vice versa. A customer will be able to access the state provider to complete such calls.

TELEPHONE CALL

A voice connection between two or more telephone stations through the public switched exchange system.

TERMINATION OF SERVICE

Discontinuance of both incoming and outgoing service.

TOLL BLOCKING

Allows end users to block direct-dialed long distance calls from their telephones.

TOLL CALL

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

USER

A customer or any other person authorized by a Customer to use service provided under this Price List.

SECTION 1 - REGULATIONS

1.1 Undertaking of the Company

- A The Company undertakes to provide the services in this price list on the terms and conditions and at the rates and charges set forth herein.
- B The Company is responsible under this price list only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity. Customers may use services and facilities provided under this price list to obtain access to services offered by other service providers.
- C The Company will provide a toll-free number giving Customers access to service personnel during regular business hours.
- D The Company will comply with any applicable quality of service requirements according to Utah laws and rules.

SECTION 1 – REGULATIONS (CONT'D)

1.2 Terms and Conditions

- A Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this price list. The Customer will be required to execute any other documents as may be reasonably requested by the Company. If the Company finds the Customer to be non-credit worthy based on Company credit policies, the Company may decline to provide service unless the Customer elects to prepay the applicable installation fee and first month billing.
- B Service is provided for a minimum period of at least one month, 24 hours a day. A month is considered to have thirty days unless otherwise specified. At the expiration of the initial terms specified in each service order, or in any extension thereof, service shall continue on a month to month basis at the then current listed, month to month rates, unless terminated by the Customer. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this price list prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- C This price list shall be interpreted and governed by the laws of the State of Utah without regard for the State's choice of laws provisions.
- D Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- E The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

SECTION 1 – REGULATIONS (CONT'D)

1.2 Terms and Conditions (cont'd)

- F In response to a subpoena or investigation or other demand issued or authorized by a court or government agency, the Company shall provide customer records and related information without further notice.
- G Customer shall not connect any equipment to the Company's network, except with at least ten (10) days prior written notice to the Company.

SECTION 1 – REGULATIONS (CONT'D)

1.3 Notification of Service Affecting Activities

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

SECTION 1 – REGULATIONS (CONT'D)

1.4 Provision of Equipment and Facilities

- A The Company will make reasonable efforts to make services available to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this price list. The Company does not guarantee availability by any such date and any liability of the Company will be limited by Section 1.5 of this price list.
- B The Company shall use reasonable efforts to maintain the services that it furnishes to the Customer. The Customer may not rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company. The Customer may not permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company.
- C The furnishing of service under this price list is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities, as well as the facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.
- D Customer bears all responsibility in the event they utilize equipment not approved or authorized by the Company. Customer shall supply all electrical power and other utilities necessary to operate or use the services provided.

SECTION 1 – REGULATIONS (CONT'D)

1.4 Provision of Equipment and Facilities (cont'd)

- E The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of services offered under this price list and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
- (i) the transmission of signals by Customer provided equipment or for the quality of, or defects in such transmission; or
 - (ii) the reception of signals by Customer provided equipment; or
 - (iii) network control signaling where such signaling is performed by Customer provided network control signaling equipment.
- F At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but at the Customer's request extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

SECTION 1 – REGULATIONS (CONT'D)

1.5 Liability of the Company

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

- B The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this price list. The Company's liability, if any, with regard to delayed installation of the Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this price list, and subject to the provisions of Section 1.7.2, the Company's liability, if any, shall be limited as provided herein.

SECTION 1 – REGULATIONS (CONT'D)

1.5 Liability of the Company (cont'd)

- C The Company shall be indemnified, defended and held harmless against any claim, loss or damage arising from the use of service offered under this price list, involving:
- (i) claims for libel, slander, invasions of privacy or infringement of copyright arising from any communication;
 - (ii) claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
 - (iii) claims for loss of profit; or
 - (iv) all other claims arising out of any act or omission of others in the course of using services provided pursuant to this price list.
- D The Company's failure to provide or maintain services under this price list shall be excused by labor difficulties, governmental orders, civil commissions, preemption of existing services to restore services in compliance with Part 64 , Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations, acts of God and other circumstances beyond the Company's control.

SECTION 1 – REGULATIONS (CONT'D)

1.5 Liability of the Company (cont'd)

- E The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's exchange access lines. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

SECTION 1 – REGULATIONS (CONT'D)

1.5 Liability of the Company (cont'd)

1.5.1 With Respect to Emergency Number 911 Service

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

SECTION 1 – REGULATIONS (CONT'D)

1.5 Liability of the Company (cont'd)

1.5.2 With Respect to Directory Listings

- A In the absence of gross negligence or willful misconduct, and except for any allowances stated below, no liability for damages arising from errors or mistakes in or omissions of any directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.
- B An allowance for errors or mistakes in or omissions of any published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:
- (i) Free Listings: For free or non-charged published directory listings credit shall be given at the rate of one times the monthly price list rate for an additional or charge listing affected for the life of the directory or the charge period during which the error, mistake or omission occurs.
 - (ii) Charge Listings: For each additional or charge published directory listings, credit shall be given at the monthly price list rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs
 - (iii) Operator Records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/20ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.

SECTION 1 – REGULATIONS (CONT'D)

1.5 Liability of the Company (cont'd)

1.5.2 With Respect to Directory Listings (cont'd)

- (iv) Credit limitation: The total amount of the credit provided for the preceding paragraphs (i) and (ii) shall not exceed, on a monthly basis the total of the charges for each charge listing as specified in paragraph (ii), for the line or lines in question.
- (v) Definitions: As used in paragraphs (i), (ii) and (iii) above, the terms "error," "mistake," or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on a street or a community different from the one provided to the Company.
- (vi) Notice: Such allowances or credits as specified in paragraphs (i) and (ii) above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

SECTION 1 – REGULATIONS (CONT'D)

1.5 Liability of the Company (cont'd)

1.5.3 With Respect to Caller ID Blocking

- A The Company shall have no liability for monetary damages (including without limitation claims for direct, indirect, special, incidental or consequential damages, whether or not the Company has been advised of the possibility of such damages), arising from any failures, errors, malfunctions or omissions of Caller ID Blocking, whether or not arising from or relating to any ordinary negligence by the Company.

SECTION 1 – REGULATIONS (CONT'D)

1.6 Directory Listings

- A The Company will, as a service to the Customer, arrange for listing of Customer's phone number in the local white pages telephone directories, such listing to consist of one line of standard type. The Company's liability with respect to directory listings is set forth in Section 1.5.2 preceding. Customer must contact its yellow pages representative concerning its advertising in yellow pages directories.
- B When a Customer with a non-published telephone number, as defined herein, places a call to Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this price list, Customer acknowledges and agrees with the release of information as described above.
- C In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of such telephone number, but will not be liable should such number be divulged.
- D The Company shall not be liable for any act or omission concerning the implementation of presubscription as defined herein.

SECTION 1 – REGULATIONS (CONT'D)

1.7 Interruptions in Service

An interruption is deemed to have occurred when the phone lines of the underlying carrier are inoperative. If a Customer reports a facility, service or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

1.7.1 Temporary Suspension for Repairs

The Company's underlying provider 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, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the Customer the least inconvenience. When the Company's services are being repaired or changed, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.

1.7.2 Credit Allowance for Interruptions

- A Interruptions of more than 24 hour periods which are reported to or detected by the Company, and which are not due to the negligence or willful act of the Customer are credited to the Customer at the pro rata monthly charge involved for each twenty-four hours or fraction thereof of interruption. Credit is not allowed for interruptions to service of less than 24 hours.
- B For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly recurring charges specified thereunder for local line or local trunk service and is dependent upon the length of interruption. Only those facilities on the interrupted portion of circuit will receive a credit.

SECTION 1 – REGULATIONS (CONT'D)

1.7 Interruptions in Service (cont'd)

1.7.3 Limitations on Credit Allowances

No credit allowances will be made for:

- (i) interruptions due to the negligence of, or non-compliance with the provisions of this price list by the Customer;
- (ii) interruptions which are restored on or before the day after the interruption is reported or discovered by the Company.

1.8 Obligations of the Customer

The Customer shall be responsible for:

- (i) the payment of all applicable charges pursuant to this price list;
- (ii) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's services.

SECTION 1 – REGULATIONS (CONT'D)

1.8 Obligations of the Customer (cont'd)

1.8.1 Claims

- A With respect to any service provided by the Company, Customer shall indemnify, defend and hold the Company harmless from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:
- (i) Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
 - (ii) Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

SECTION 1 – REGULATIONS (CONT'D)

1.8 Obligations of the Customer (cont'd)

1.8.2 Station Equipment

The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the discontinuance, credit allowance for service interruptions as set forth in Section 1.7.2 is not applicable.

SECTION 1 – REGULATIONS (CONT'D)

1.8 Obligations of the Customer (cont'd)

1.8.3 Interconnection of Facilities

- A Any special interface equipment necessary to achieve compatibility between the facilities used by the Company for furnishing local exchange service and the channels, facilities, or the equipment of others may be provided at the Customer's expense. Customer shall be liable for damages resulting from Customer's use of non-compatible equipment.
- B Local services may be connected to the services or facilities of other communication carriers only when authorized by, and in accordance with, the terms and conditions of the price list of the other communication carriers which are applicable to such connections.
- C Services furnished under this price list may be connected to Customer provided terminal equipment in accordance with the provisions of this price list.

SECTION 1 – REGULATIONS (CONT'D)

1.8 Obligations of the Customer (cont'd)

1.8.4 Inspections

- A Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 1.10.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-provided facilities. No credit will allowed for any interruptions occurring during such inspections.

- B If the protective requirements for the Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

SECTION 1 – REGULATIONS (CONT'D)

1.9 Payment Arrangements

The Customer is responsible for payment of all charges for services furnished by the Company to the Customer or its Authorized Users. Objections must be received by the Company within a reasonable period of time after receipt of bill, or all the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges of the Company, in addition to its own internal costs, in connection with a service for which a Company non-recurring charge is specified, those charges may be passed on to the customer.

1.9.1 Taxes and Surcharges

The Customer is responsible for the payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of local exchange service, all of which shall be separately designated on the Company's invoices. Any taxes or surcharges imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

1.9.2 (Reserved for Future Use)

SECTION 1 – REGULATIONS (CONT'D)

1.9 Payment Arrangements (cont'd)

1.9.3 Bills and Collection of Charges

- A Bills will be rendered monthly to Customer. Customer shall be liable for all accrued local charges, directory charges, long distance charges and other charges arising prior to the service commencement date, as defined herein, and shall pay the Company for any such charges which may be assessed against the Company in any manner.
- B All service, installation, monthly recurring charges and non-recurring charges are due and payable upon receipt.

SECTION 1 – REGULATIONS (CONT'D)

1.9 Payment Arrangements (cont'd)

1.9.3 Bills and Collection of Charges (cont'd)

- C For new customers or existing customers whose service is disconnected, 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.
- D Amounts not paid within 30 days after the date of invoice are considered past due. A late payment charge of 1.5%, or lower if required by law, per month shall apply to amounts shown on a monthly bill which remain after the due date. The late payment charge does not apply to any taxes the Company is required by law to levy on a customer. In the event the Company incurs fees or expenses, including attorney's fees, in collecting or attempting to collect any charges owed the Company, the Customer will be liable to the Company for payment of all such fees and expenses reasonably incurred.
- E A \$25.00 charge will be assessed for checks with insufficient funds or non-existing accounts.
- F If Customer chooses to place information services provider (ISP) calls or receives calls via a Non-Company affiliated carrier, customer will be liable for all charges related to such calls; including without limitation, charges billed to the Company or Customer by ISP or other carriers, plus an applicable 10 % rebilling charge.

SECTION 1 – REGULATIONS (CONT'D)

1.9 Bills and Collection of Charges (cont'd)

1.9.4 Disputed Bills

- A The Customer shall notify the Company of any disputed items on a bill within a reasonable period of time after receipt of the bill. The existence of a disputed amount does not relieve the customer of their obligation to pay current charges. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure.
- B The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.
- C The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

SECTION 1 – REGULATIONS (CONT'D)

1.10 Discontinuance of Service

- A. The discontinuance of service by the Company pursuant to this section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to discontinuance of service.
- B. Upon the Company's discontinuance of service to Customer pursuant to this section, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this price list.

1.10.1 Discontinuance of Service by the Company

- A The Company may discontinue or suspend service to Customer without prior written notice without incurring liability for the following reasons:
 - (i) The existence of an obvious hazard to the safety or health of the consumer or the general population or the Company's personnel; or
 - (ii) The Company has evidence of tampering or evidence of fraud.

SECTION 1 – REGULATIONS (CONT'D)

1.10.1 Discontinuance of Service by the Company (cont'd)

- B The Company may discontinue or suspend service to Customer upon no less than 5 days written notice without incurring liability for the following reasons:
- (i) Customer violation of any of the provisions of this price list, and/or violation of the Commission's rules and regulations;
 - (ii) Failure to pay a bill for service;
 - (iii) Failure to meet or maintain the Company's credit requirements;
 - (iv) Failure of the Customer to provide the Company reasonable access to its equipment and property;
 - (v) Customer breach of contract for service between the Company and the customer;
 - (vi) When necessary for the utility to comply with an order of any governmental agency having such jurisdiction;
 - (vii) Unauthorized resale of service.

SECTION 1 – REGULATIONS (CONT'D)

1.10 Discontinuance of Service (cont'd)

1.10.2 Discontinuance of Service by Customer

- A If Customer cancels a service order or terminates service before the completion of the term for any reason whatsoever other than a service interruption (as defined in 1.7), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 1.10.5, all costs, fees, and expenses incurred in connection with:
- (i) all non-recurring charges reasonably expended by Company to establish service to Customer, plus
 - (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
 - (iii) all recurring charges specified in the applicable service order price list for the balance of the then current term.

SECTION 1 – REGULATIONS (CONT'D)

1.10 Discontinuance of Service (cont'd)

1.10.3 Cancellation of Application for Service

- A Where, prior to cancellation by Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- B Applications for service may be cancelled prior to the start of service or prior to any special construction. No charges will be imposed except for those specified above.
- C The special charges described above will be calculated and applied on a case-by-case basis.

SECTION 1 – REGULATIONS (CONT'D)

1.11 Restoration of Service

When Customer's service has been disconnected in accordance with this price list and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.

SECTION 1 – REGULATIONS (CONT'D)

1.12 Transfers and Assignments

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

1.13 Notices and Communications

- A The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate an address on the bill for service to which the Customer shall mail payment for that bill.
- C All notices or other communications required to given pursuant to this price list will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall have been presumed to have been delivered to the party on the third business day following the deposit 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.
- D The Company or Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

SECTION 1 – REGULATIONS (CONT'D)

1.14 Promotional Offers

The Company may, from time to time, make promotional offerings of its services. The promotional offerings may be limited as to the duration, the date and times of the offering and the locations where the offerings are made.

1.15 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request or prospective Customer to develop a competitive bid for a service not generally offered under this price list. ICB rates will be offered to the Customers in writing and on a non-discriminatory basis.

1.16 Customer Service

Customer service personnel are available twenty-four (24) hours a day, seven days a week and may be reached toll-free.

SECTION 2 – SERVICE DESCRIPTIONS AND RATES

2.0 Description of Services Offered

2.1 Local Service

2.1.1 Nature of Service

Local Service is a service that allows customers to originate local calls at locations within the service areas in which Liberty-Bell Telecom has been approved for certification for termination within the local calling area (including any applicable EAS areas) of those locations. Subject to service availability and the package selection by the customer, Local Service may include services in addition to those required for completion of local calls (including services which may not be subject to regulation under this price list) which are purchased as part of a bundled package.

2.1.2 Availability

Liberty-Bell Telecom offers local service in the areas in which it has been certified by the Utah Public Service Commission and in which Liberty-Bell Telecom has available required network facilities or is able to lease required network facilities to enable the offering of service. Some features may not be available in all areas, or may slightly vary between service areas contingent on network availability or configuration. Liberty-Bell Telecom will provide the most feature rich version of a feature in the bundled Local Service package available in a given market depending on network availability or configuration.

SECTION 2 – SERVICE DESCRIPTIONS AND RATES (CONT'D)

2.0 Description of Services Offered (cont'd)

2.1 Local Service (cont'd)

2.1.3 Local Service Offerings

The standard elements of local service consist of dial tone and unlimited local calling unless otherwise noted in a Service specific description. Customers with multiple lines at a single location may purchase different Packages for each telephone line at a particular location. Business Customers purchasing a Business Package may select a long distance package of anytime minutes for each location, which shall be shared by all lines serving that Customer location. Residential Customers may select a long distance package of anytime minutes for each location, which shall be shared by all lines serving that Customer location.

2.1.3.A Business Package A – Single Business Line

Business Package A consists of local line switched service and a Primary Directory Listing.

2.1.3.B Business Package B - Business Premium Package

Business Package B consists of local line switched service, and any three (3) of the following: Anonymous call rejection, 3 way calling 900-976 blocking, call forwarding, call rejection, call transfer, call waiting, talking call waiting, call waiting caller ID, caller ID, continuous redial, custom ringing, hunting, last call return, long distance alert, message waiting indicator, priority call, speed calling 8, speed calling 30, selective call forwarding, Voice Mail and unlimited domestic long distance is available at an additional charge.

SECTION 2 – SERVICE DESCRIPTIONS AND RATES (CONT'D)

2.0 Description of Services Offered (cont'd)

2.1 Local Service (cont'd)

2.1.3 Local Service Packages (cont'd)

2.1.3. C Business Package C- Business Premium Plus Package

Business Package C consists of local line switched service, and any five (5) of the following: Anonymous call rejection, 3 way calling 900-976 blocking, call forwarding, call rejection, call transfer, call waiting, talking call waiting, call waiting caller ID, caller ID, continuous redial, custom ringing, hunting, last call return, long distance alert, message waiting indicator, priority call, speed calling 8, speed calling 30, selective call forwarding Voice Mail and unlimited domestic long distance is available at an additional charges.

SECTION 2 – SERVICE DESCRIPTIONS AND RATES (CONT'D)

2.0 Description of Services Offered (cont'd)

2.1.3 Local Service Packages (cont'd)

2.1.3 .E Residential Package A - Residential Line Basic

Residential Package A consists of local line switched service and a Primary Directory Listing.

2.1.3 .F Residential Package B - Residential Premium Package

Residential Package B consists of local line switched service, any three (3) of the following features: Anonymous call rejection, 3 way calling 900-976 blocking, call forwarding, call rejection, call transfer, call waiting, talking call waiting, call waiting caller ID, caller ID, continuous redial, custom ringing, hunting, last call return, long distance alert, message waiting indicator, priority call, speed calling 8, speed calling 30, selective call forwarding, Call Rejection and Non-Listed Service, Voice Mail. Unlimited Long Distance is available at an additional charge.

SECTION 2 – SERVICE DESCRIPTIONS AND RATES (CONT'D)

2.0 Description of Services Offered (cont'd)

2.1.3 Local Service Packages (cont'd)

2.1.3.G Residential Package C - Residential Premium Plus

Residential Package C consists of local line switched service, any five (5) of the following features: Anonymous call rejection, 3 way calling 900-976 blocking, call forwarding, call rejection, call transfer, call waiting, talking call waiting, call waiting caller ID, caller ID, continuous redial, custom ringing, hunting, last call return, long distance alert, message waiting indicator, priority call, speed calling 8, speed calling 30, selective call forwarding, Call Rejection and Non-Listed Service, Voice Mail Unlimited Long Distance is available at an additional charge.

SECTION 2 – SERVICE DESCRIPTIONS AND RATES (CONT'D)

2.0 Description of Services Offered (cont'd)

2.1.3 Local Service Packages (cont'd)

2.1.3.H Residential Package D - Reserved for Future Use

2.1.4 Description of Features Included In Certain Local Service Packages

Some features included in certain Local Service Packages may not be available in all areas, or may slightly vary between service areas contingent on network availability or configuration. Liberty-Bell Telecom will provide the most feature rich version of a feature in the bundled Local Service package that is available in a given market depending on network availability or configuration.

Anonymous Call Rejection

Allows customer to automatically reject all calls that have been marked anonymous by the calling party. The call is routed to a denial announcement and subsequently terminated.

SECTION 2 – SERVICE DESCRIPTIONS AND RATES (CONT'D)

2.0 Description of Services Offered (cont'd)

2.1 Local Service (cont'd)

2.1.4 Description of Features Included In Certain Local Service Packages (cont'd)

Blocking Services

Blocking Services prevent certain call types from being completed. Blocking service examples include blocking outgoing 10XXX1+ or 900 or 976 calls.

Call Forwarding Busy/Don't Answer/Variable

Call forwarding is the ability to forward an incoming call to a pre-selected station if the called station is unable to receive the call. "Call forwarding busy" will forward the call if the called station is in use; "call forwarding don't answer" will forward the call after a predetermined number of rings; "call forwarding variable" will forward the call regardless of the status of the called station.

SECTION 2 – SERVICE DESCRIPTIONS AND RATES (CONT'D)

2.0 Description of Services Offered (cont'd)

2.1 Local Service (cont'd)

2.1.4 Description of Features Included In Certain Local Service Packages (cont'd)

Call Rejection

Allows customer to block incoming calls from up to a maximum of ten telephone numbers.

Call Trace

Permits the tracing of the last call received and holds the results for later use by an authorized law enforcement agency. Results of call trace will be provided only to appropriate law enforcement personnel, and not to the customer.

Call Transfer

The ability to forward a call in progress to another station.

Call Transfer Disconnect

Call Transfer Disconnect is the ability to transfer calls to another line, disconnecting that call so that it frees up the original line.

Call Waiting

Call waiting is the ability of the called station to generate a tone when the called station is in use to alert the user that another call is waiting to connect with the called station.

Call Waiting ID

Call waiting ID is the ability to identify the party calling when on another call.

SECTION 2 – SERVICE DESCRIPTIONS AND RATES (CONT'D)

2.0 Description of Services Offered (cont'd)

2.1 Local Service (cont'd)

2.1.4 Description of Features Included In Certain Local Service Packages (cont'd)

Caller ID Blocking

Provides a permanent indicator on a customer's line. Once the block is established on the customer's line, the private status can be deactivated by the customer by dialing a series of number before each call, to change the indicator from private to public. This one call unblock allows the name and number to be sent for that one call only.

Customers who choose per line blocking for the first time will not be charged the nonrecurring charge. New customers to the Caller ID serving area will be provided the same option. A customer requesting per line blocking will pay a nonrecurring charge for re establishing line blocking.

The standard dialing pattern for per call Caller ID Blocking is *67 (1167 from a rotary telephone). The standard dialing pattern for a per call unblocking is *82 (1182 from a rotary telephone).

Caller ID

Allows for the automatic delivery of a calling party's name, telephone number (including non published and non listed telephone numbers) or both to the called customer. The number is displayed on customer provided equipment. Liberty-Bell Telecom will provide the most feature rich version of caller identification in the bundled Local Service package available in a given market network availability or configuration.

SECTION 2 – SERVICE DESCRIPTIONS AND RATES (CONT'D)

2.0 Description of Services Offered (cont'd)

2.1 Local Service (cont'd)

2.1.4 Description of Features Included In Certain Local Service Packages (cont'd)

Continuous Redial

Allows a customer to dial a code that will cause the feature to automatically redial the last number the customer dialed. If the called number is busy, the feature will redial the called number for a limited period of time. A distinctive ring alerts the customer when the called number becomes available. This service is available on a usage or subscription basis.

Custom Ringing

Allows a customer to assign specific ringing characteristics to a given phone number

Hunting

Hunting is the ability to forward an incoming call to the next number in a hunting group if the called number is busy. Circular Hunt is an option of Hunting service that allows for hunting to start at the dialed number and continues in ascending order to the last number in the hunt group. Hunting then proceeds to the first number of the hunt group and continues through the group until an idle line is reached or the number just preceding the dialed number is reached. The rates and charges for Circular Hunt are in addition to the rates and charges for Hunting Service.

SECTION 2 – SERVICE DESCRIPTIONS AND RATES (CONT'D)

2.0 Description of Services Offered (cont'd)

2.1 Local Service (cont'd)

2.1.4 Description of Features Included In Certain Local Service Packages (cont'd)

Last Call Return

The customer does not have to know the number of the calling party. If the calling party's number is blocked by the calling party, the service will not return the call.

Non-Listed Service

Allows a customer to refuse Directory Listing Service

Remote Access to Call Forward

This feature allows a user at a "remote" location to activate/deactivate the call forwarding feature. The user gains remote access to the call forwarding feature from a touch tone phone at a remote location. The RACF feature uses an announcement system to provide interactive voice message prompting, which allows customers to verify the forwarded to directory number. Changes are accomplished by remotely calling an access number, entering the appropriate line and PIN information when prompted to do so, and making any desired changes.

SECTION 2 – SERVICE DESCRIPTIONS AND RATES (CONT'D)

2.0 Description of Services Offered (cont'd)

2.1 Local Service (cont'd)

2.1.4 Description of Features Included In Certain Local Service Packages (cont'd)

Selective Call Forwarding

Allows a customer to use Call Forwarding for selected numbers.

Speed Calling

Speed Calling permits placing calls to 8 or 30 telephone numbers dialing an abbreviated code.

Three Way Calling

The ability to add a third line to an established conversation.

Toll Restriction

Toll Restriction provides for exchange access lines to be restricted from dialing billable toll calls. Attempted violations of the restrictions are routed to an announcement.

SECTION 2 – SERVICE DESCRIPTIONS AND RATES (CONT'D)

2.0 Description of Services Offered (cont'd)

2.1 Local Service (cont'd)

2.1.5 Intercept Services/Referral Recording

Intercept Services provide new number or explanatory information to callers dialing changed or disconnected numbers. The services include messages delivered either mechanically or by operator. Intercept services apply to temporary and permanently disconnected numbers. Intercept services are for periods up to 12 months for business customers and up to 3 months for residential customers.

2.1.6 Local T-1 Service

The Local T-1 product provides high capacity local access services, with up to 24 channels. The T-1 can be configured for either two way trunk side service (Standard Trunks), or one way DID (DID capable) service. When DID service is ordered, direct inward dialing (DID) numbers must be purchased from the Company. Rate elements are a Module Rate Element, a Local Distribution Channel Rate Element, Optional Elements, and applicable surcharges and taxes.

2.1.7 Dynamic T 1

The Dynamic Local T-1 product terminates into a customer provided PBX or hybrid system, via a customer provided DTI or channel bank. When DID/DOD service is ordered, direct inward dialing (DID) numbers must be purchased from the Company.

SECTION 2 – SERVICE DESCRIPTIONS AND RATES (CONT'D)

2.0 Description of Services Offered (cont'd)

2.1 Local Service (cont'd)

2.1.8 Dynamic PRI

This product is a facility based Local PRI product. It provides businesses advanced ISDN PRI capabilities for a variety of switched and dedicated communications applications. ISDN PRI consists of twenty three 64 Kbps B channels and one 64 Kbps D channel. The D channel is used for signaling and control of the B channels. Any spare bandwidth that is not used for voice trunks, can be used to provide point to point data products. The Dynamic PRI terminates into a customer provided PBX or hybrid system, via a customer provided Digital Trunk Interface (DTI) or channel bank. When DID/DOD service is ordered, direct inward dialing (DID) numbers must be purchased from the Company.

2.1.9 ISDN-PRI

This product, ISDN PRI, provides voice and data communications capabilities via a 1.544 Mbps central office termination and a 1.544 Mbps end user's premises. The product also provides high capacity local access services, with up to 24 channels of which 23 channels are 64 Kbps B channels and one channel is a D channel at 64 Kbps. The D channel is used for signaling and control of the B channels. When DID service is ordered, direct inward dialing (DID) numbers must be purchased from the Company. Rate elements are an ISDN Rate Element, a Local Distribution Channel Rate Element, Optional Elements, and applicable surcharges and taxes.

SECTION 2 – SERVICE DESCRIPTIONS AND RATES (CONT'D)

2.0 Description of Services Offered (cont'd)

2.1 Local Service (cont'd)

2.1.10 Directories

2.1.10.A. Listing Service One listing, the Primary Listing, is provided without charge for each customer location. Where two or more exchange lines are served on a hunting service basis, only one Primary Listing for the group will be provided.

2.1.10.B. Directory Distribution One local exchange directory will be provided to a customer for each customer location at the time directories are distributed by the incumbent local exchange carrier.

2.1.11 Reserved for Future Use

SECTION 2 – SERVICE DESCRIPTIONS AND RATES (CONT'D)

2.0 Description of Services Offered (cont'd)

2.2 Reserved for Future Use

2.3 Operator Services

2.3.1 Intercept Services

A. Description

Basic Intercept Service includes all intercept recordings that do not provide the new number information.

B. Terms and Conditions

1. Intercept services are provided on telephone numbers that are listed in the directory or on directory assistance.
2. Intercept services are provided to residence customers up to 3 month and to business customers up to 12 months.
3. Intercept services are subject to the availability of the disconnected number and the availability of CO facilities.
4. Rates and Charges

Basic Intercept Service is provided at no charge.

SECTION 2 – SERVICE DESCRIPTIONS AND RATES (CONT'D)

2.0 Description of Services Offered (cont'd)

2.3 Operator Services (cont'd)

2.3.2 Dial Station-to-Station

Applies when the calling person dials the desired telephone number without the assistance of an operator and the call is billed to the calling number.

2.3.3 Calling Card Customer-Dialed (Mechanized)

Applies to Station-to-Station calls where equipment is available and the calling person dials zero, the telephone number desired, and the calling card or special billing number without the assistance of an operator. This also applies to calls placed from PALs.

2.3.4 Calling Card Operator-Assisted (Partially-Assisted)

Applies to calling card calls where equipment is not available or a customer may dial zero plus the telephone number desired and has chosen to have the operator enter the billing information.

2.3.5 Calling Card Operator-Dialed (Fully-Assisted)

Applies to calling card calls where the customer would dial only zero and the live operator would answer the call, obtaining the number the customer wishes to call and the calling card they wish to bill the call to.

2.3.6 Operator-Assisted Station to Station

Applies when calls are completed with the assistance of an operator, except in 1., 2., 3., and 4., preceding, and 6., 7., 8., and 9., following. An example of these calls include sent paid. This also applies to calls placed from PALs.

SECTION 2 – SERVICE DESCRIPTIONS AND RATES (CONT'D)

2.0 Description of Services Offered (cont'd)

2.3 Operator Services (cont'd)

2.3.7 Operator-Assisted Collect

Applies to calls where the calling party is requesting that the billing for the call be paid by the called party, except in 9., following.

2.3.8 Operator-Assisted Billed to Third Party

Applies to calls where the calling party is requesting that the call is billed to a number other than the number where the call is originating or where the call is terminating.

2.3.9 Operator-Assisted Person-to-Person

Applies when a calling person names the particular party to be reached by an operator. This also applies to calls placed from PALs. The party may be a person, a station, department or office reached through a PBX attendant.

Person-to-Person also applies when the calling person cannot speak to the intended person or station but agrees to speak to someone else.

2.3.10 Pay Telephone Charge

Applies to all Company carried non coin calls placed from pay telephones. This charge is in addition to all other applicable charges.

SECTION 2 – SERVICE DESCRIPTIONS AND RATES (CONT'D)

2.0 Description of Services Offered (cont'd)

2.4 Preferred Carrier Selection (Local Freeze)

The Company offers a free service called Preferred Carrier Selection or Local Freeze. This service is available to all customers. Preferred Carrier Selection allows customers to designate their local service provider as a permanent choice which may not be changed absent further authorization from the customer. At the time a customer contact the Company to establish a freeze, a representative will advise him/her on how to facilitate a change of provider on a frozen account.

2.5 Preferred Carrier Selection (PIC Freeze)

The Company offers a free service call Preferred Carrier Selection or PIC Freeze. PIC refers to the customer's Primary Interexchange Carrier. This service is available all customers. Preferred Carrier Section allows customers to designate their local long distance (intraLATA) provider, long distance (interLATA) provider, or both as permanent choices which may not be changed absent further authorization from the customer. At the time a customer contacts the Company to establish a freeze, a representative will advise him/her on how to facilitate a change of provider(s) on a frozen account.

SECTION 2 – SERVICE DESCRIPTIONS AND RATES (CONT'D)

2.0 Description of Services Offered (cont'd)

2.6 Promotional Offerings

Liberty-Bell Telecom may from time to time engage in special promotions of limited duration. These promotions may be in the form of waiver or reduced recurring and nonrecurring fees, lowered usage charges, or other actions designed to attract new Customers or to increase existing Customer awareness of a particular service. All promotions will be offered on a non discriminatory basis to eligible Customers.

2.7 Individual Case Basis (ICB)

In addition to promotional offerings, Liberty-Bell Telecom may offer individualized arrangements on a case by case basis where necessary to meet prices, terms, or conditions of service offered by competitors. In such cases, the prices offered by Liberty-Bell Telecom shall not exceed the prices for similar services contained in this price list.

2.8 Wire Assurance Plan

This maintenance plan is optional and covers the normal repair to inside wiring due to normal circumstances and not neglect, sabotage, fire, flood, or other acts of nature. This plan does not cover damage to wiring or jacks caused by animals nor does it cover any wire or equipment beyond the jack or new installations.

SECTION 2 – SERVICE DESCRIPTIONS AND RATES (CONT'D)

2.0 Description of Services Offered (cont'd)

2.9 Market Expansion Line (MEL)

MEL is a service whereby a call placed from an exchange access service to a MEL customer's telephone number (the forwarded to location) is automatically forwarded by telephone company serving office equipment to the customer's remote location. Terminating stations must have incoming call capability. MELs are available when used in conjunction with long distance or 800 Service. MELs are billed in one minute increments.

2.10 Private Switch Automatic Location Identification (PS/ALI)

This service is offered subject to the availability of appropriate facilities. It enables the customer to interface with the E911 database to provide address and location information for the stations that operate behind their switch. This information includes the PBX customers' names, addresses, and other location information which are associated with specific PBX station telephone numbers. The PS/ALI customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated, or a PBX owner/operator who has been required or who desires to provide PBX station specific location information to the E911 system. The PS/ALI customer must be authorized by the 911 jurisdiction to subscribe to PS/ALI service, and obtaining such authorization is the responsibility of the customer.

This service is offered as either Standard or Advanced. For Standard PS/ ALI, information is loaded and managed via Liberty-Bell Telecom's existing interface to the database provider. For Advanced PS/ALI, the customer manages 911 information via a direct PC interface to the database provider.

SECTION 3 – RATES AND CHARGES

3.0 Rates and Charges

3.1 Nonrecurring Charges

3.1.1 Early Termination Charges

If a Customer terminates service prior to the expiration of the term of the contract (see Section 2.5) without cause, the Customer will be required to pay an early termination charge as set forth in the contract for service.

3.1.2 Third Party Vendor Charges

Customers may also be charged for certain charges incurred by Liberty-Bell Telecom (at the Customer's instruction) in obtaining services from third party vendors. At the earliest opportunity, the Customer will be advised of the nature of the charges and the estimated amount of the charges.

3.1.3 Reconnection Fee

Business: \$35.00 per line Residential: \$25.00 per line

This charge applies to reconnect service after dial tone has been suspended or service has been disconnected.

3.1.4 Insufficient Funds Charge (NSF Checks)

The NSF check charge shall be \$25.00, or the highest amount permitted by law. This charge applies when a check has been returned by the bank for non-payment.

SECTION 3 – RATES AND CHARGES (CONT'D)

3.0 Rates and Charges (cont'd)

3.1 Nonrecurring Charges (cont'd)

3.1.5 PIC/LPIC Change Charge

Initial PIC/LPIC selections will be processed at no charge. A non recurring \$5.00 charge shall be applicable to all subsequent InterLATA PIC/LPIC changes. A non recurring \$3.00 charge shall be applicable to all subsequent IntraLATA PIC/LPIC changes. If a PIC/LPIC change is initiated by an IXC on behalf of the Customer, and the Customer denies having made a change, and the IXC is unable to produce documentation of the change with a letter of agency signed by the Customer; then the Customer will be reassigned to its previously selected PIC/LPIC and the charge will be assessed to the IXC.

3.1.6 Bill Copies

Residential Customer: \$5.00 per copy
Business Customer: \$10.00 per copy

Additional and alternate bill copies will be available upon a customer's request. An additional bill copy is a secondary copy of the customer's initial bill and an alternate bill copy is an additional bill sent to a different address other than the billing address. Charges for the additional and alternate bill copies are noted above.

SECTION 3 – RATES AND CHARGES (CONT'D)

3.0 Rates and Charges (cont'd)

3.1 Nonrecurring Charges (cont'd)

3.1.7 Reserved For Future Use

SECTION 3 – RATES AND CHARGES (CONT'D)

3.0 Rates and Charges (cont'd)

3.1 Nonrecurring Charges (cont'd)

3.1.8 Service Charges

All rates apply on a per line basis unless otherwise noted below.

| Service Charges | Business | Residential |
|------------------------------------------------------------|----------|-------------|
| Line Installation | \$54.00 | \$35.00 |
| Move Line | \$54.00 | \$35.00 |
| Change Telephone Number | \$25.00 | \$17.50 |
| Change of Billing Responsibility per order | \$13.50 | \$5.00 |
| Change to Class of Service per order | \$25.00 | \$10.00 |
| Optional Service Installation Charge | \$10.00 | \$8.50 |
| Hunting | \$10.00 | N/A |
| Remote Access Call Forward | \$10.00 | N/A |
| Market Expansion Line | \$10.00 | N/A |
| Call Waiting ID | \$0.00 | \$0.00 |
| Anonymous Call Rejection | \$0.00 | \$0.00 |
| Screening and Restriction Installation | \$0.00 | \$25.00 |
| Toll Restriction | \$20.00 | \$2.00 |
| Blocking for IOXXXI+ | \$10.00 | N/A |
| Collect Call Blocking | \$6.00 | \$6.00 |
| Third Party Blocking | \$6.00 | \$6.00 |
| Caller ID Block (initial) | \$0.00 | \$0.00 |
| Caller ID Block (after original install) | \$8.00 | \$8.00 |
| Feature Change | \$10.00 | \$8.50 |
| Directory Listing Change/Establishment of add'l listing | \$12.00 | \$8.50 |
| Non published | \$18.00 | \$12.50 |
| Non listed | \$18.00 | \$12.50 |
| Wire Assurance Plan-per account | \$5.00 | \$5.00 |

SECTION 3 – RATES AND CHARGES (CONT'D)

3.0 Rates and Charges (cont'd)

3.1 Nonrecurring Charges (cont'd)

3.1.8 Service Charges (cont'd)

| Service Charges | 1st ¼ hour | Each add'l ¼ hr. |
|-----------------|------------|------------------|
|-----------------|------------|------------------|

Schedule I

| | | |
|------------------------------------------------------------------------------------------|---------|--------|
| Applicable to work performed Monday through Friday between 8:00 a.m. and 5:00 p.m. | \$41.00 | \$8.50 |
|------------------------------------------------------------------------------------------|---------|--------|

Schedule II

| | | |
|---------------------------------------------------------------------------------------------------------------|---------|---------|
| Applicable for work performed Monday through Friday at hours Other than Schedule I and on Saturdays. | \$41.00 | \$12.75 |
|---------------------------------------------------------------------------------------------------------------|---------|---------|

Schedule III

| | | |
|----------------------------------------------------------|---------|---------|
| Applicable for work performed On Sundays and Holidays | \$41.00 | \$17.00 |
|----------------------------------------------------------|---------|---------|

Holidays subject to Schedule III are:

- New Year's Day
- Washington's Birthday (Third Monday in February)
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

SECTION 3 – RATES AND CHARGES (CONT'D)

3.0 Rates and Charges (cont'd)

3.2 Usage Rates

Usage rates for individual services are shown in the Rate Tables associated with each particular service.

SECTION 3 – RATES AND CHARGES (CONT'D)

3.0 Rates and Charges (cont'd)

3.3 Rate Tables

3.3.1 Rate Table 1: Local Service Packages

| Business Packages | |
|--------------------------------------------------------|---------------------|
| | Monthly Rate |
| Business Package A Business Line Basic | \$29.99 |
| Business Package B - Business Line Premium Package | \$34.99 |
| Business Package C –Business Line Premium Plus Package | \$44.99 |
| 2 nd Business Line | \$20.00 |
| Additional Business Line | \$30.00 |
| Unlimited LD (Capped at 5000 per line) | \$20.00 |
| Reserved For Future Use | |

SECTION 3 – RATES AND CHARGES (CONT'D)

3.0 Rates and Charges (cont'd)

3.3 Rate Tables (cont'd)

3.3.1 Rate Table 1: Local Service Packages (cont'd)

| <i>Residential Packages</i> | |
|-------------------------------------------------------|---------------------|
| | Monthly Rate |
| Residential Package A Residential Line Basic | \$14.50 |
| Residential Package B Residential Premium Package | \$26.99 |
| 2-Line Premium Package | \$36.99 |
| Residential Premium Plus Package | \$32.99 |
| 2-Line Premium Plus Package | \$42.99 |
| 3+ additional lines | \$14.50 |
| Unlimited Long Distance (Capped at 5000 Min per line) | \$18.00 |
| | |
| | |
| | |

SECTION 3 – RATES AND CHARGES (CONT'D)

3.0 Rates and Charges (cont'd)

3.3 Rate Tables (cont'd)

3.3.2 Rate Table 2: Features

| | Business Monthly | Residential Monthly | Non-Recurring Charge |
|-------------------------------|---------------------|------------------------|-------------------------|
| Anonymous Call Rejection | N/C | | |
| Call Waiting | \$9.50 | \$4.50 | \$8.50 |
| Caller ID | \$9.50 | \$7.30 | \$8.50 |
| Continuous Redial | \$6.00 | \$3.50 | \$8.50 |
| Custom Ringing | \$9.00 | \$5.00 | \$8.50 |
| Hunting | N/C | N/C | \$18.50 |
| Last Call Return | \$5.50 | \$2.95 | \$8.50 |
| Message Waiting Indicator | \$1.00 | \$1.00 | \$8.50 |
| Non-Listed Service | \$1.80 | \$1.80 | \$12.50 |
| Remote Access to Call Forward | \$7.00 | \$3.50 | \$8.50 |
| Selective Call Forwarding | \$7.00 | \$3.50 | \$8.50 |
| Speed Calling | \$4.50 | \$2.00 | \$8.50 |
| Three-Way Calling | N/C | N/C | |
| Toll Restriction | \$20.00 | \$2.00 | \$8.50 |
| Voice Messaging | \$12.75 | \$7.95 | \$8.50 |

SECTION 3 – RATES AND CHARGES (CONT'D)

3.0 Rates and Charges (cont'd)

3.3 Rate Tables (cont'd)

3.3.3 Rate Table 3: Optional Services

| Per Use Features | Business and Residential |
|----------------------------|---------------------------------|
| Call Trace | \$1.00 per use |
| Continuous Redial | \$0.95 per use (\$7.60 max/mo.) |
| Three Way Calling, per use | \$0.95 per use (\$7.60 max/mo.) |
| Last Call Return/Call Back | \$0.95 per use (\$7.60 max/mo.) |

* This fee may be waived if results are requested by appropriate law enforcement personnel.

Directory Listing Service

Business Directory Listing Service

| | Monthly Rate |
|---------------------------------------------------|--------------|
| Additional Listing | \$3.00 |
| Alpha Listing | \$3.00 |
| Alternate Listing | \$3.00 |
| Client Main Listing | \$3.00 |
| Cross Reference Listing | \$3.00 |
| Extra Line Listing (a/k/a Information Listing) | \$3.00 |
| Foreign Listing | \$3.00 |
| Non Listed (Semi Private) | \$2.00 |
| Non Published (Private) | \$3.00 |
| Reference Listing | \$3.00 |
| WATS Listing | \$4.00 |

SECTION 3 – RATES AND CHARGES (CONT'D)

3.0 Rates and Charges (cont'd)

3.3 Rate Tables (cont'd)

3.3.3 Rate Table 3: Optional Services

Residential Directory Listing Service

| Listing | Monthly Rate |
|---------------------------|--------------|
| Additional Listing | \$1.50 |
| Non Listed (Semi Private) | \$1.50 |
| Non-Published (Private) | \$2.50 |

SECTION 3 – RATES AND CHARGES (CONT'D)

3.0 Rates and Charges (cont'd)

3.3 Rate Tables (cont'd)

3.3.3 Rate Table 3: Optional Services (cont'd)

Screening and Restriction Services

Business Screening and Restriction Services

| Service | Monthly Rate |
|------------------------------------|--------------|
| Collect Call Blocking | \$0.00 |
| Third Party Blocking | \$0.00 |
| Blocking for 1010XXX+/10101XXX011+ | \$0.10 |
| Call Trace Blocking | \$0.00 |
| Caller ID Blocking Per Month | \$0.00 |
| Caller ID Blocking Per Use | \$0.00 |
| Continuous Redial Blocking | \$0.00 |
| Last Call Return/Callback Blocking | \$0.00 |
| Three Way Calling Blocking | \$0.00 |
| Toll Restriction | \$20.00 |

Residential Screening and Restriction Services

| Service | Monthly Rate |
|------------------------------------|--------------|
| Collect Call Blocking | \$0.00 |
| Third Party Blocking | \$0.00 |
| Caller ID Blocking Per Month | \$0.00 |
| Caller ID Blocking Per Use | \$0.00 |
| Continuous Redial Blocking | \$0.00 |
| Last Call Return/Callback Blocking | \$0.00 |
| Toll Restriction | \$2.00 |

SECTION 3 – RATES AND CHARGES (CONT'D)

3.0 Rates and Charges (cont'd)

3.3 Rate Tables (cont'd)

3.3.3 Rate Table 3: Optional Services (cont'd)

| | |
|---------|--------------|
| Hunting | Monthly Rate |
| Basic | \$4.00 |

Market Expansion Lines (MEL)

| | |
|--------------|---------|
| Monthly Rate | |
| Per Path | \$20.00 |

| | |
|---------------------------|----------|
| Usage – First Minute | \$ 0.05 |
| Usage – Each add'l Minute | \$ 0.025 |

SECTION 3 – RATES AND CHARGES (CONT'D)

3.0 Rates and Charges (cont'd)

3.3 Rate Tables (cont'd)

3.3.4 Rate Table 4

Reserved for Future Use

SECTION 3 – RATES AND CHARGES (CONT'D)

3.0 Rates and Charges (cont'd)

3.3 Rate Tables (cont'd)

3.3.5 Rate Table 5

Reserved for Future Use

3.3.6 Rate Table 6

Reserved for Future Use

SECTION 3 – RATES AND CHARGES (CONT'D)

3.0 Rates and Charges (cont'd)

3.3 Rate Tables (cont'd)

3.3.7 Rate Table 7: Local T-1 /PRI ISDN

Local TI Service

T-1 Service provides a digital exchange service for PBX customers. TI service includes a T-1 facility, common equipment, local exchange switching and flat rate usage and measured resale trunks for access to the local exchange and toll networks. Each T-1 facility utilizes 24 channels which may be configured as either basic or advanced trunks, as defined on page no. 51.2, or a combination of both types of trunks. Rates and charges include touch tone.

| Non Recurring Charge | 18 Mo Term Monthly Rate | 36 Mo Term Monthly Rate | 60 Mo Term Monthly Rate |
|----------------------|-------------------------|-------------------------|-------------------------|
|----------------------|-------------------------|-------------------------|-------------------------|

| | | | | |
|-----------------------------|----------|----------|----------|----------|
| T-1 Advanced (per facility) | \$900.00 | \$320.00 | \$320.00 | \$320.00 |
|-----------------------------|----------|----------|----------|----------|

Liberty-Bell Telecom Enhanced Maintenance Solution \$80.00 per month

SECTION 3 – RATES AND CHARGES (CONT'D)

3.0 Rates and Charges (cont'd)

3.3 Rate Tables (cont'd)

3.3.7 Rate Table 7: Local T-1/PRI ISDN (cont'd)

Local T 1 Service (cont'd)

- A. Minimum of 12 trunks/channels active on Local T-1 Advanced and Basic Configuration Single Number Access requires utilization of all 24 trunks/channels on the T-1
- B. Only one telephone number available per Single Access T-1
- C. In Only and 2 Way Trunks include hunting
- D. Volume Discounts for 51 or more Local T-1 trunks available on an ICB basis
- E. This product may be offered as a FX (foreign exchange) product where facilities are available, with pricing on an individual case basis.

SECTION 3 –RATES AND CHARGES (CONT'D)

3.0 Rates and Charges (cont'd)

3.3 Rate Tables (cont'd)

3.3.7 Rate Table 7: Local TI/PRI ISDN

PRI ISDN Local T 1 Service

| | Non-Recurring | 36 Month Recurring | 60 Month Recurring |
|------------------------------------|---------------|-----------------------|-----------------------|
| T 1 Advanced Service Configuration | \$900.00 | \$126.90 | \$109.98 |
| 23B+D | \$1,025.00 | \$272.00 | \$234.00 |
| 24B | \$1,025.00 | \$272.00 | \$234.00 |
| 24B +D Back Up Trunk Connection | \$1,025.00 | \$272.00 | \$234.00 |
| In Only DID *Includes Hunting | \$34.00 | \$19.00 | \$17.50 |
| Out Only *Includes Hunting | \$34.00 | \$19.00 | \$17.50 |
| Two way DID *Includes Hunting | \$34.00 | \$19.00 | \$17.50 |
| DID Trunk Charge | \$35.00 | \$10.40 | \$ 9.80 |
| DID Number Block 20 | \$20.00 | \$3.00 | \$ 2.85 |
| Non Sequential Number | \$1.00 | \$0.15 | \$ 0.15 |
| Rerouting of Numbers | \$35.00 | | |
| Number of Digits sent | \$50.00 | | |
| Signaling | \$50.00 | | |

SECTION 3 – RATES AND CHARGES (CONT'D)

3.0 Rates and Charges (cont'd)

3.3 Rate Tables (cont'd)

3.3.7 Rate Table 7: Local TI/PRI ISDN

PRI ISDN Local T 1 Service

Service Order Charge \$50.00 Includes order charge for T-1 and Trunks

Available Features

Caller ID Number \$0.00
Caller ID Blocking \$0.00

PRI ISDN Single Number Access

| | Non Recurring | 36 Month Recurring | 60 Month Recurring |
|--------------------------|---------------|-----------------------|-----------------------|
| T 1 Advanced | \$900.00 | \$126.90 | \$109.98 |
| Service Configuration | \$1,025.00 | \$272.00 | \$234.00 |
| Rate Per Trunk | \$52.17 | \$19.00 | \$17.50 |

SECTION 3 – RATES AND CHARGES (CONT'D)

3.0 Rates and Charges (cont'd)

3.3 Rate Tables (cont'd)

3.3.7 Rate Table 7: Local T-1/PRI ISDN

PRI ISDN Local T 1 Service

Enhanced Maintenance Option \$80.00 Per Month

*Minimum 12 trunks/channels active on PRI ISDN configuration

*Single Number Access requires utilization of all 23 trunks/channels on the T 1.

*Only one telephone number available for Single Access T 1.

PICC \$17.10 Per Facility

LNP \$2.15 Per Facility

- A. Clear Channel Routing is not available with PRI ISDN
- B. A service order charge of \$25.00 will be assessed on all move, add, or change orders.
- C. Install charges above apply for all additions to PRI ISDN service.
- D. Changes to Hunting Sequence will be charged \$50.00 per order.
- E. Long Distance Rates for Liberty-Bell Telecom PRI ISDN Service are the same as current Liberty-Bell Telecom Long Distance Pricing.
- F. Liberty-Bell Telecom PRI ISDN is a local only product.
- G. Applicable CALC, taxes, 911 apply.

SECTION 3 – RATES AND CHARGES (CONT'D)

3.0 Rates and Charges (cont'd)

3.3 Rate Tables (cont'd)

3.3.8 Rate Table 8: PS/ALI

A. Standard PS/ALI

Nonrecurring Charges: \$50.00 per 10 numbers, or fraction thereof, for initial installation Standard change charge, plus \$50 per 10 numbers or fraction thereof, for subsequent additions or changes

Monthly Charge: \$0.25 per number

B. Advanced PS/ALI

Nonrecurring Charges: \$2000.00 initial installation charge \$500.00 per subsequent change requiring a Profile update with the database provider \$50.00 per subsequent change requiring modification to the Initial Load File

Monthly Charge: \$0.25 per number

SECTION 3 – RATES AND CHARGES (CONT'D)

3.0 Rates and Charges (cont'd)

3.3 Rate Tables (cont'd)

3.3.9 Rate Table 9

Reserved for Future Use

3.3.10 Rate Table 10

Reserved for Future Use

SECTION 3 – RATES AND CHARGES (CONT'D)

3.0 Rates and Charges (cont'd)

5.3 Rate Tables (cont'd)

5.3.1 Rate Table 11: Intercept Services

A. Business

Basic Intercept No Charge

New Number Referral

| | |
|-----------|---------|
| 1 Month | \$10.00 |
| 2 Months | \$20.00 |
| 3 Months | \$26.00 |
| 6 Months | \$45.00 |
| 9 Months | \$59.00 |
| 12 Months | \$66.00 |

B. Residential

Basic Intercept No Charge

New Number Referral

| | |
|----------|---------|
| 1 Month | \$5.00 |
| 2 Months | \$10.00 |
| 3 Months | \$13.00 |

SECTION 3 – RATES AND CHARGES (CONT'D)

3.0 Rates and Charges (cont'd)

3.3 Rate Tables (cont'd)

5.3.12 Rate Table 12: Operator Services

The following charges apply to local or long distance calls, in addition to the MTS rate of local message charge, if applicable.

| | Maximum Charge |
|-----------------------------------------------------|----------------|
| Calling Card Customer-Dialed (Mechanized) | \$0.30 |
| Calling Card Operator-Assisted (Partially-Assisted) | \$0.58 |
| Calling Card Operator-Dialed (Fully-Assisted) | \$1.13 |
| Operator-Assisted Station-to-Station | \$1.25 |
| Operator-Assisted Collect | \$1.85 |
| Operator-Assisted Billed to Third Party | \$1.51 |
| Operator-Assisted Person-to-Person | \$3.00 |
| Payphone Surcharge | \$0.55 |

Rate Per Minute – Applies to operator-assisted calls (including mechanized calling card) and all alternately billed calls including calls placed from Public Access Lines. This charge also applies where billing capabilities do not exist to separately identify residence and business customer-dialed station-to-station calls.

| | |
|-----------------------------|------------------------------------------------------|
| Maximum Day Rate Per Minute | Maximum Evening/ Night/Weekend Rate Per Minute |
| \$0.20 | \$0.11 |

SECTION 4 – OPERATOR VERIFICATION/INTERRUPT SERVICE

4.0 Operator Verification/Interrupt Service

4.1 Description

Customers may obtain assistance in determining if a called line is in use (herein called verification) or in interrupting a communication in progress due to an urgent or emergency situation (herein called interrupt) by calling the “0” operator.

4.2 Terms and Conditions

4.2.1 Verification and Interrupt Service is furnished where and to the extent that facilities permit.

4.2.2 The customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted communication or any person.

4.3.3 A charge applies each time the operator verifies a called line.

SECTION 4 – OPERATOR VERIFICATION/INTERRUPT SERVICE (CONT'D)

4.0 Operator Verification/Interrupt Service (cont'd)

4.2 Terms and Conditions (cont'd)

- 4.2.4 A charge applies each time the operator interrupts a communication that is in progress on the called line.
- 4.2.5 If the operator both verifies the condition of the line and interrupts a communication on the same request, the interrupt charge only applies.
- 4.2.6 The charge for interrupt applies whenever the operator interrupts the communication even though one of the parties interrupted refuses to terminate the communication in progress.
- 4.2.7 Charges for Verify/Interrupt Service may not be billed on a collect basis.
- 4.2.8 The charges for Verify/Interrupt Service are in addition to any applicable rates, i.e., operator assistance charges or calling card message charges. Time-of-day discounts or unused Directory Assistance or Message Usage Service allowance will not be applied against these charges.
- 4.2.9 If the line is cleared as a result of interrupt, and at the calling party's request the operator completes the call, the applicable operator assistance charges, and/or calling card message charges apply in addition to the interrupt charges.
- 4.2.10 The verify charge will not apply if the number verified is not in use and the operator completes the call.

SECTION 4 – OPERATOR VERIFICATION/INTERRUPT SERVICE (CONT'D)

4.0 Operator Verification/Interrupt Service (cont'd)

4.2 Terms and Conditions (cont'd)

4.2.11 No verification or interrupt charge will apply if the requesting customer identifies that the call is from an authorized Public Emergency Agency. An authorized Public Emergency Agency is defined as a government agency which is operated by the Federal, State or local government and has the capability and legal authority to provide prompt aid to the public in emergency situations.

4.2.12 No charge will apply when the operator encounters a trouble condition or has reason to believe a trouble condition exists.

4.2.13 Requests which originate from stations equipped with CUSTOMNET Service will be completed and billed subject to applicable screening restrictions in addition to the terms and conditions specified herein.

4.2.14 Verification and Interrupt Service is furnished to pay telephone customers. Charges must be billed to a Calling Card or a third telephone number.

4.2.15 Person-to-Person service is not offered.

4.3 Rates and Charges

| | | Maximum Charge |
|---------------------------|--------|----------------|
| Verification, per request | \$1.25 | |
| Interrupt, per request | | \$2.00 |

EXHIBIT I

Organizational Chart and Staffing Plan

LIBERTY-BELL

Small Business Telecom and Computing

Nigel Alexander

Chris Meher
Chief Operating Officer

Shawn Steble
Business Support Director

Jim McNally
Network Design Director

Jeff Warner
Director of Technology

Christopher Rabe
Marketing Manager

Misty McCance
Accounting / HR Manager

Steve Inman
Sales Director

Jay Wecher
Executive Vice President

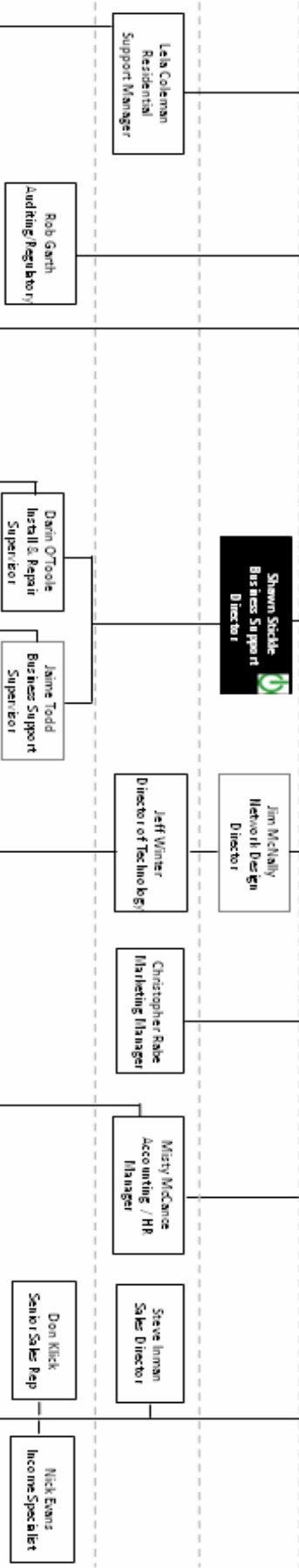


EXHIBIT J
Proposed Initial IXC Tariff

**RATES, TERMS AND CONDITIONS
RELATING TO THE PROVISION OF
INTRASTATE LONG DISTANCE SERVICES
IN THE STATE OF UTAH**

TABLE OF CONTENTS

| | <u>Page</u> |
|-----------------------------------------------------------------|-------------|
| Title Sheet | 1 |
| Table of Contents | 2 |
| Check Sheet | 3 |
| Symbols..... | 5 |
| Tariff Format..... | 6 |
| Applicability of Tariff..... | 7 |
| Accessibility of Tariff | 7 |
| Section 1 - Terms and Abbreviations..... | 8 |
| Section 2 - Rules and Regulations | 12 |
| Section 3 – Terms and Conditions | 22 |
| Section 4 - Description of Services and Rates and Charges | 27 |

CHECK SHEET

Pages listed below of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of these pages.

| <u>PAGE</u> | <u>REVISION</u> |
|-------------|-----------------|
| 1 | Original |
| 2 | Original |
| 3 | Original |
| 4 | Original |
| 5 | Original |
| 6 | Original |
| 7 | Original |
| 8 | Original |
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| 16 | Original |
| 17 | Original |
| 18 | Original |
| 19 | Original |
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| 21 | Original |
| 22 | Original |

CHECK SHEET - CONTINUED

| <u>PAGE</u> | <u>REVISION</u> |
|-------------|-----------------|
| 23 | Original |
| 24 | Original |
| 25 | Original |
| 26 | Original |
| 27 | Original |
| 28 | Original |
| 29 | Original |
| 30 | Original |
| 31 | Original |
| 32 | Original |
| 33 | Original |

NOTE: Future revisions to these original tariff pages shall include an updated Check Sheet. Such Check Sheet shall include an (*) beside the applicable page number and the caption "Revision No. __".

SYMBOLS

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

- (C) To signify changed term or condition
 - (D) To signify discontinued material
 - (I) To signify rate increase
 - (M) To signify material moved from or to another part of the tariff with no change, unless there is another change symbol present
-

| | |
|-----|----------------------------------------------------------------------|
| (N) | To signify new material |
| (R) | To signify rate reduction |
| (T) | To signify a change in text but no change in rate, term or condition |

In addition to symbols for changes, each provision or rate element changed will contain a vertical line which will clearly show the exact number of lines being changed.

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 4 and 5 would be 4.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 4 cancels the 3rd revised Page 4.
- C. Paragraph Numbering Sequence - There are five levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.(A)
 - 2.1.1.(A).1
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision.
-

APPLICABILITY OF TARIFF

This tariff contains the description of the services offered, the terms and conditions under which each of the services are provided and all effective rates and charges applicable to the furnishing of interexchange telecommunications services of the Company within the State of New Mexico.

ACCESSIBILITY OF TARIFF

This tariff is on file with the Utah Public Service Commission and the Company's principal place of business:

Liberty-Bell Telecom, LLC
2460 West 26th Avenue, Suite #380-C
Denver, CO 80211

These tariffs are available for viewing, during normal business hours, at the Commission or the Company's principal place of business. Additionally, copies are available upon request, free of charge, by contacting the Company at 866-664-2355.

SECTION 1 - TERMS AND ABBREVIATIONS

“Access” as used in this tariff means an arrangement which connects the Customer's or Subscriber's telecommunications service to the Underlying Carrier's designated point of presence or network switching center.

“Authorization Code” is a numerical code, one or more of which are available to a Customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the Customer for billing purposes.

"Commission" means the New Mexico Public Regulation Commission.

"Company" means the Reseller referred to on the title page of this tariff, unless otherwise indicated by the context

"Customer" means any person, firm, partnership, cooperative corporation, corporation, or lawful entity that receives regulated telecommunications services provided by an entity reselling intrastate telecommunications services.

"Delinquent" means a payment for a billing for services provided, which is not in dispute, where payment is not received on or before the due date as posted on the bill.

"Disconnection of service" means an arrangement made by the end-user or reseller for permanently discontinuing service by terminating the contract and/or removing the telephone service from the end-user's premises.

"End-user" means the customer to whom a telephone number is assigned.

"IXC" means interexchange carrier or interexchange company which is a carrier or company authorized by the Commission to provide long distance communications services, but not local exchange services, within the State of New Mexico borders.

"Initial Tariffs" means the first tariffs approved after, or in conjunction with, the granting of a Certificate of Convenience and Necessity.

"InterLATA call" means any call which is originated in one LATA and terminated in another LATA.

"Interstate call" means any call which is originated in one state and terminated within the boundaries of another state.

"IntraLATA call" means any call which is originated and terminated within the boundaries of the same LATA, regardless of whether such call crosses LATA boundaries prior to reaching its termination point.

"Intrastate call" means any call which is originated and terminated within the boundaries of the State of New Mexico, regardless of whether such call crosses state boundaries prior to reaching its termination point.

"LATA" means Local Access and Transport Area as defined in the Code of Federal Regulations, Title 47 Part 53.3.

"Letter of Agency" ("LOA") means the written authorization that gives permission to change the customer's telecommunications services and/or the customer's provider or to share that customer's network information with representatives or associates of the telecommunication company.

"Utah Public Regulation Commission (or "Commission")" means the regulatory body authorized by the laws of the State of New Mexico to regulate certain public utilities.

"Point of presence ("POP")" means the location where an IXC has transmission equipment in a service area that serves as, or relays calls to, the interexchange network.

“Prepaid Account” is an inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

“Prepaid Calling Card” is a card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

"Reseller" means any person, partnership, cooperative corporation, corporation, or lawful entity that offers telecommunications services to the public through the use of the transmission facilities of other carriers or a combination of its own facilities and the transmission facilities of other carriers for resale to the public for profit.

"Service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used. Service shall not include the provision of non telecommunications services, including but not limited to the printing, distribution, or sale of advertising in telephone directories, maintenance of inside wire, customer premises equipment and billing and collection, nor does it include the provision of mobile telephone service, enhanced services and other services which are not-regulated.

“Service provider” means any entity that offers a product or service to a customer, the charge for which appears on the bill of the billing agent. This definition shall include only providers that have continuing relationships with the end-user that will result in periodic charges on the end-user’s bill, unless the service is subsequently canceled.

"Suspension of service" means an arrangement made at the initiative of the reseller for temporarily discontinuing service without terminating the contract or removing the telephone service from the customer’s premises.

“Telecom Unit” is a measurement of telecommunications service equivalent to one minute of usage between any two points within the State of New Mexico.

"Telecommunications company" or **"Telecommunications carrier"** means a reseller.

"Telecommunications service" means service provided by a reseller including voice, data, and all other types of communications services, under the reseller's tariffs on file with the Commission.

"Territory" means the reseller's area of operation which may include the entire State of New Mexico or some specified portion thereof.

"Underlying carrier(s)" means the provider of facilities utilized by a reseller in the provisioning of its interexchange service to its customers

SECTION 2 - RULES AND REGULATIONS

INDEX

| | <u>Page</u> |
|-----------------------------------------------------------|-------------|
| 2.1 Undertaking of Company..... | 13 |
| 2.2 Limitations | 13 |
| 2.3 Transfer or Assignment..... | 14 |
| 2.4 Use of Service | 14 |
| 2.5 Liabilities of the Company..... | 15 |
| 2.6 Deposits..... | 16 |
| 2.7 Billing and Billing Disputes..... | 16 |
| 2.8 (RESERVED FOR FUTURE USE) | 17 |
| 2.9 Taxes | 18 |
| 2.10 Equipment | 18 |
| 2.11 Payment for Service | 19 |
| 2.12 Returned Check Charge | 19 |
| 2.13 Cancellation of Service by Customer | 19 |
| 2.14 Interexchange Interconnection for Resale | 19 |
| 2.15 Denial or Termination of Service | 20 |
| 2.16 Disconnection and Notice | 20 |
| 2.17 Refunds or Credits for Interruption of Service | 21 |
| 2.18 Inspection, Testing and Adjustment | 21 |
| 2.19 Customer Service | 21 |

2.1 - UNDERTAKING OF COMPANY

- 2.1.1 The Company's services are furnished for telecommunications originating and terminating within the State of New Mexico under terms of this tariff.
- 2.1.2 The Company installs, operates, and maintains the telecommunications services provided herein under the accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.
- 2.1.3 The Company's services are provided on a monthly basis, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 - LIMITATIONS

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
 - 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
 - 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
 - 2.2.4 The Company does not offer services for resale by Customers unless such Customer has been granted a Certificate of Convenience and Necessity by the Commission to provide such services in the State of New Mexico.
 - 2.2.5 All facilities provided under this tariff are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company.
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2.3 - TRANSFER OR ASSIGNMENT

- 2.3.1 Any permitted transfer or assignment of the Company's service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.
- 2.3.2 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.4 - USE OF SERVICE

- 2.4.1 The Company's service(s) may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of such service(s).
 - 2.4.2 The use of the Company's service(s) to make calls which might reasonably be expected to frighten, abuse, torment, or harass another, or in such a way as to unreasonably interfere with use by others, is prohibited.
 - 2.4.3 The use of the Company's service(s) without payment for service(s) or attempting to avoid payment for service(s) by fraudulent means or devices, schemes, false or invalid numbers, false credit cards or false Phone Cards of the Company's or false numbers of such cards, is prohibited.
 - 2.4.4 Resale of the Company's service(s) by Customers is prohibited unless and until the Customer has provided the Company with proof that the Customer has been granted a Certificate of Public Convenience and Necessity to provide such service(s) in the State of New Mexico.
 - 2.4.5 The Company's service is available for use twenty-four (24) hours per day, seven days per week.
 - 2.4.6 The Company does not transmit messages pursuant to the tariff, but its services may be used for that purpose.
 - 2.4.7 The Company's service(s) may be denied for nonpayment of charges or for other violations of this tariff.
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2.5 - LIABILITIES OF THE COMPANY

- 2.5.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors or defects in transmission which occur in the course of furnishing service(s) or facilities in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
 - 2.5.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by an underlying carrier, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the company's direct control.
 - 2.5.3 The Company will make no refund of overpayment by a Customer unless the claim for overpayment, together with proper evidence, is submitted within one (1) year from the date of alleged overpayment unless billing records prepared by the Company can be produced which would justify a credit beyond one year.
 - 2.5.4 The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Customer-specific identifying codes issued for use with the Company's services.
 - 2.5.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service(s) which is not the direct result of the Company's negligence.
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2.6 - DEPOSITS

2.6.1 The Company may, in order to safeguard its interests, require Customer to make a cash security deposit, irrevocable letter of credit or other means prior to or any time after the provision of Services to Customer (collectively called "Deposit"). The Deposit, to be held by the Company as a guarantee or security for the payment of charges incurred, may be drawn upon by the Company for any and all past due amounts, and may be increased at any time upon the Company's request and in its sole discretion. The Company's obligation to provide Services is contingent upon an initial and continuing credit approval by the Company. Additional Deposit amounts may be required after Services commence pending continuing review of issues which include but are not limited to Customer's monthly revenue, payment history, financial condition and as security against disputed amounts.

2.7 - BILLING AND BILLING DISPUTES

- 2.7.1 Bills to end-users shall be issued monthly, unless the Company's approved terms and conditions of service prescribe a different interval. Bills may be issued on a billing cycle. All end-users shall receive their bills via the United States mail, unless the end-user agrees with the Company to receive a bill through different means, such as electronically via the Internet.
- 2.7.2 The Customer is responsible for all charges including all calls placed from the Customer's location or by use of the Customer's authorization code(s).
- 2.7.3 Unless otherwise authorized by the Commission, bills shall be payable immediately upon receipt and past due twelve (12) days after the date of the Company mailing or after any deferred payment date previously established either by oral or written agreement between an end-user and the Company. The date after which the bill is past due shall be stated on the bill.
- 2.7.4 If a Customer's bill is not paid by the due date printed on the bill, the Company may impose a late charge of 1.5% per month on the delinquent amount.
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2.7.5 Any objection to billed charges should be reported to the Company as soon as possible. Questions regarding the Company's services or charges assessed to a Customer's bill may be directed to the Company's Customer Service Department toll-free at 866-664-2355. The Company shall investigate the particular case and report the results to the Customer. During the period that the disputed amount is under investigation, the Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, the Company may discontinue service. In the event the disputed charges are not resolved, the Company shall inform the Customer that the Customer may utilize the complaint procedures set forth by the New Mexico Public Regulation Commission.

2.8 (RESERVED FOR FUTURE USE)

2.9 – TAXES

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

- 2.9.1 All state and local sales taxes are listed as separate line items on the Customer's bill and are not included in the quoted rate(s).
- 2.9.2 Other taxes, charges and the regulatory assessment shall be identified in the aggregate on the Customer's bill and shall not be included in the quoted rate(s).
- 2.9.3 Such taxes, charges, and assessments shall be billed to the Customers receiving service(s) within the territorial limits of such state, county, city or other taxing authority. Such billing shall allocate the tax, charge and/or assessment among Customers uniformly on the basis of each Customer's monthly charges for the types of service made subject to such tax, charge and/or assessment.

2.10 - EQUIPMENT

- 2.10.1 The Company's facilities and service(s) may be used with or terminated in Customer-provided terminal equipment or Customer-provided telecommunications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission
-

2.11 - PAYMENT FOR SERVICE

- 2.11.1 The Customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.11.2 Adjustments to the Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.12 - RETURNED CHECK CHARGE

- 2.12.1 If a check offered by a Customer for payment of service provided is dishonored, a returned check charge shall be applied in the amount of \$15.00.

2.13 - CANCELLATION OF SERVICE BY CUSTOMER

- 2.13.1 A Customer may cancel service by providing written or verbal notice to the Company.

2.14 - INTEREXCHANGE INTERCONNECTION FOR RESALE

- 2.14.1 Service(s) furnished by the Company may be connected with the services or facilities of an underlying carrier. Such service(s) or facilities, if used, are provided under the terms, rates and conditions of the underlying carrier. The Customer is responsible for all charges billed by the underlying carrier(s) for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.
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2.15 - DENIAL OR TERMINATION OF SERVICE

2.15.1 Service may be refused or terminated for any of the following reasons:

- (A) Nonpayment of a bill within the period prescribed in the Company's tariff.
- (B) Failure to make a security deposit.
- (C) Violation of or noncompliance with any provision of law, Commission rules and regulations or the Company's approved tariffs.
- (D) Excessive or improper use of telecommunications services, or used in such manner as to interfere with reasonable service to other Customers.

2.15.2 The Company shall provide documentation to the prospective Customer or current Customer stating the reason(s) for denial or termination of service.

2.16 - DISCONNECTION AND NOTICE

2.16.1 When service to an end-user is disconnected for nonpayment of a bill for service after service has been suspended or failure to make a security deposit after a reasonable time, the Company shall give at least ten (10) days written notice to the end-user of the Company's intent to discontinue service. Notice shall be mailed by the Company to the end-user's address. Notice will be deemed given to the end-user three (3) days after mailing by the Company.

2.16.2 The Company shall not be required to give the written notice provided for in situations where the Company has evidence of fraudulent or illegal use of the Company's services, which if allowed to continue, would present a high risk of financial loss to the company.

2.17 - REFUNDS OR CREDITS FOR INTERRUPTION OF SERVICE

- 2.17.1 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula:

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

"A" = outage time in hours

"B" = total monthly charge for affected facility, where applicable

2.18 - INSPECTION, TESTING AND ADJUSTMENT

- 2.18.1 Upon reasonable notice, the facilities/equipment provided by the Underlying Carrier or the Company shall be made available to the Underlying Carrier or the Company for tests and adjustments as may be deemed necessary by the Underlying Carrier or the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.19 - CUSTOMER SERVICE

- 2.19.1 The Company shall maintain a toll-free number to enable Customers to contact the Company regarding, but not limited to, inquiries related to billing, making customer trouble reports, making oral cancellation of service, etc.
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SECTION 3 – TERMS AND CONDITIONS

INDEX

| | <u>Page</u> |
|-----------------------------------------|-------------|
| 3.1 General..... | 23 |
| 3.2 Timing of Calls | 23 |
| 3.3 Calculation of Distance (V&H) | 24 |
| 3.4 Time of Day Rate Periods..... | 25 |
| 3.5 Promotional Offerings | 26 |

3.1 - GENERAL

- 3.1.1 Rates and timing of calls may vary by product type, time of day, day of week, call mileage, access method, terminating area, or call duration. Calls are billed individually and on a monthly basis. Usage is billed in arrears.
- 3.1.2 Intrastate services are offered in conjunction with interstate services.

3.2. - TIMING OF CALLS

- 3.2.1 Billing for calls placed over the network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:
- (A) Call timing begins when the called party answers the call (i.e., when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
 - (B) Chargeable time for calls ends when one of the parties disconnects from the call.
 - (C) Minimum call duration periods for billing purposes vary by service option.
 - (D) For billing purposes, usage after the initial period varies by service and is specified by service in this tariff.
 - (E) The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.
-

3.3 - CALCULATION OF DISTANCE ("V&H")

Usage charges for all mileage-sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The service wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the wire center of the Customer's equipment and that of the destination point is calculated by using the vertical ("V") and horizontal ("H") coordinates found in Bellcore's V&H Tape and NECA FCC Tariff No. 4.

Step 1 - Obtain the "V" and "H" coordinates for the wire centers serving the Customer and the destination point.

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

Step 3 - Square the differences obtained in Step 2.

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

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

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

Formula:

$$\text{Mileage} = \sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

3.4 - TIME OF DAY RATE PERIODS

3.4.1 The Company does not bill usage using Time of Day Rate Periods. All calls will be billed at the same rate regardless of time of day.

3.5 - PROMOTIONAL OFFERINGS

The company may from time to time engage in special promotional offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage. The company will not have special promotional offerings for more than 90 days in any 12 month period. Promotions will be made a part of this tariff.

SECTION 4 – DESCRIPTION OF SERVICES AND RATES AND CHARGES

INDEX

| | <u>Page</u> |
|----------------------------------|-------------|
| 4.1 Service Offerings | 28 |
| 4.2 Rates..... | 29 |
| 4.3 Directory Assistance | 30 |
| 4.4 Special Rates | 31 |
| 4.5 Payphone Use Surcharge | 32 |
| 4.6 Finance Charge | 32 |
| 4.7 Reconnection Charge..... | 33 |

4.1 – SERVICE OFFERINGS

4.1.1 “1 Plus” Long Distance Service

This service permits Customer to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The customer dials “1+” followed by “ten digits” or dials “10xxxx” followed by “1+ ten digits”.

A. Residential

“1 Plus” Long Distance Service will be billed to residential customers in one minute increments.

B. Business

“1 Plus” Long Distance Service will be billed to business customers in six second increments.

C. Unlimited Package

An unlimited calling package is available to both business and residential Customers. The Unlimited Package will be capped at 5,000 minutes of usage. Customers who go over the 5,000 minute cap will be charged the standard rate for their respective long distance service.

4.1.2 800 Service (Toll Free) Service

This service is inbound calling only where an 800, 888, 877, 866 or other toll-free prefix number rings into a Customer’s premise routed to a specific telephone number or terminated over a dedicated facility.

A. Residential

800 Service (Toll Free) Service will be billed to residential customers in one minute increments.

B. Business

800 Service (Toll Free) Service will be billed to business customers in six second increments.

4.2 - RATES

4.2.1 Residential Rates

- A. Outbound Switched Service - \$0.05 per minute
- B. Inbound Switched Service - \$0.05 per minute

4.2.2 Business Rates

- A. Outbound Switched Service - \$0.05 per minute
- B. Inbound Switched Service - \$0.05 per minute

4.2.3 Unlimited Package

- A. Residential Outbound Switched Service - \$18.00
Per Line
- B. Business Outbound Switched Service - \$20.00
Per Line

4.2.4 Dedicated Service

- A. Outbound Dedicated Service - \$0.016 per minute
- B. Inbound Dedicated Service - \$0.018 per minute

4.3 – DIRECTORY ASSISTANCE

A long distance directory assistance charge applies when the caller accesses the Company's network by dialing 1 + Area Code + 555-1212 to place a request for a telephone number. A caller may request one telephone number per directory assistance call. The charge applies to each inquiry regardless of whether the directory assistance bureau is able to supply a listed number. A credit will be issued for any directory assistance charge for which the Customer experiences poor transmission quality, is cut off, receives an incorrect telephone number, or misdials.

Per Inquiry

Directory Assistance Charge
(Unless otherwise indicated) - \$0.95

4.4 – SPECIAL RATES

4.4.1 Discount for Hearing Impaired Customers:

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments for individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, a discount for calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will result in the application of the evening rate for calls made during daytime hours and night rates for calls made during evening and night hours. Discounts do not apply to surcharges or per call add on charges for operator service when the call is placed by a method that would normally incur the surcharge.

4.4.2 Operator Assistance for Handicapped Persons:

Operator station surcharges will not be charged by the Company for operator assistance provided to a caller who identified him or herself as being handicapped and unable to dial the call because of a handicap.

4.4.3 Directory Assistance for Handicapped Persons:

There is no charge for Directory Assistance calls from handicapped persons. Such persons must contact the Company for credit on their directory assistance calls.

4.4.4 Discount for Telecommunications Relay Service Intrastate Toll Calls

Intrastate toll telecommunications relay service calls will be discounted by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges or surcharges.

4.4.5 Customized Service Packages

Customized service packages and competitive pricing packages may be furnished at negotiated rates on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. All specialized pricing arrangements are subject to Commission review.

4.5 – PAYPHONE USE SURCHARGE

~~An undiscountable payphone use surcharge of \$.59 shall apply to each coinless call which the Company can identify as being placed from a domestic payphone by or to the Customer or its permitted user. This includes, but is not limited to, calls placed with a Company calling card, collect calls and calls placed to 800 numbers. This charge is in addition to standard tariffed usage charges and is for the use of the payphone instrument to access Company's service.~~

4.6 – FINANCE CHARGE

A finance charge in the amount of 1.5% monthly will be charged on any past due balances.

4.7 – RECONNECTION CHARGE

A reconnection fee of \$25.00 per occurrence is charged when service is re-established for Customers who had been disconnected for non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

Notary Public

My Commission expires on _____.
