

By: Daniel J. Ahern, President
Issued: July 14, 2000

Effective Date: July 28, 2000

GENERAL EXCHANGE SERVICES TARIFF NO. 2

A2. GENERAL REGULATIONS

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A2. GENERAL REGULATIONS

A2.1 Application

The regulations specified herein are applicable to all communication services offered in this tariff by East Ascension Telephone Company, Inc., hereinafter referred to as the Company. Additional regulations where applicable, pertaining to specific service offerings accompany such offerings in various sections of this tariff.

A2.2 Limitations and Use of Service

A2.2.1 Use of Subscriber's Service

- A. Telephone equipment and facilities are furnished for the use of the subscriber, employees, agents or representatives of the subscriber or members of the subscriber's domestic establishment except in connection with semipublic telephone service and except as the use of the service may be extended, in addition to other service which may be separately ordered, to joint users, patrons of hospitals or of hotels subscribing to service, members of clubs, students living in quarters furnished by schools, colleges or universities, or to persons temporarily subleasing a subscriber's residential premises.

Use of a subscriber's service may also be extended to businesses temporarily exhibiting in publicly owned exhibition centers for a temporary period of less than one month. In such cases, the temporary users are not entitled to directory listings.

- B. Except as otherwise provided in this tariff, service furnished by the Company is intended only for communications in which the subscriber has a direct interest and shall not be used for any purpose for which a payment or other compensation shall be received by him from any other person, firm or corporation for such use, or in the collection, transmission or delivery of any communication for others except as allowed by 47 USC 251 ("Telecommunications Act of 1996"). In addition, this prohibition shall not apply to a subscriber who is engaged as a communications common carrier in a public telegram message business. (T)
- C. In view of the fact that the subscriber has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and because of unavoidable errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified.

By: Daniel J. Ahern, President
Issued: July 14, 2000

Effective: July 28, 2000

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A2. GENERAL REGULATIONS

A2.2 Limitations and Use of Service (Cont'd)

A2.2.2 Establishment of Identity

- A. The calling party shall establish his identity in the course of any communication as often as may be necessary.
- B. The calling party shall be solely responsible for establishing the identity of the person or station with which connection is made at the called location.

A2.2.3 Customer-Provided Terminal Equipment and Customer-Provided Communications Systems

Customer-provided terminal equipment may be used and customer-provided communications systems may be connected with the facilities furnished by the Telephone Company for telecommunications services as provided in Section A14. of this tariff.

A2.2.4 Accessories Provided by the Subscriber

- A. Accessories which aid a subscriber's convenience in his use of the facilities of the Company in the service for which they are furnished under this tariff are permissible provided any such accessory so used would not endanger the safety of Company employees or the public, damage require change in or alteration of, or involve direct electrical connection to the equipment or other facilities of the Company, or interfere with the proper functioning of such equipment or facilities, or impair the operation of the telecommunications system or otherwise injure the public in its use of the Company's services.

A2.2.5 Broadcast of Recordings of Telephone Conversations

The broadcasting of a recording of a telephone conversation during the period of recording is permissible provided that in the interest of protecting the privacy of telephone service, the recording is made in accordance with the regulations governing connection with subscriber-provided voice recording equipment as specified in this tariff.

By: Daniel J. Ahern, President
Issued: July 14, 2000

Effective: July 28, 2000

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A2. GENERAL REGULATIONS

A2.2 Limitations and Use of Service (Cont'd)

A2.2.6 Recorded Public Announcements

- A. Use of Company facilities or service in connection with automatic announcement service, automatic answering and recording service, recorder-coupler service or miscellaneous devices for recorded public announcements are subject to the following conditions:
1. For purposes of identification, subscribers to telephone service who transmit recorded public announcements over facilities provided by the Company must include in the recorded message the names of the organization or individual responsible for the service and the address at which the service is provided.
 2. Subscribers transmitting factual public announcements such as time, stock market quotations, airline schedules and similar information are excluded from the preceding condition.
 3. Failure to comply with the provisions of this tariff shall be cause for termination of the service.
 4. Private telephone numbers will not be furnished for use with recorded public announcements. (N)

A2.2.7 Limited Communication

The Company reserves the right to limit the length of communication when necessary because of a shortage of facilities caused by emergency conditions.

A2.2.8 Transmitting Messages

The Company will not 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. Employees of the Company, except for employees of EATEL answering service, are forbidden to accept either oral or written messages to be transmitted over the facilities of the Company. The Telephone Company shall be indemnified and saved harmless by the subscriber to Answering Service Facilities for any errors or mistakes made in transmission of messages to the subscriber by EATEL Answering Service employees.

A2.2.9 Unlawful Use of Service

The service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of law and that a formal charge has been filed by competent authority against the telephone subscriber; provided, however, the Company, before discontinuing service, shall give to the subscriber not less than three days written notice of its intention to do so. The Telephone Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law.

By: Daniel J. Ahern, President
Issued: July 14, 2000

Effective: July 28, 2000

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A2. GENERAL REGULATIONS

A2.2 Limitations and Use of Service (Cont'd)

A.2.2.10 Cancellation of Service for Cause

- A. The Company may without notice either suspend service or terminate the subscriber's contract without suspension of service, or following a suspension of service, disconnect the service and remove any of its equipment from the subscriber's premises upon:
1. Abandonment of the service.
 2. Failure of a subscriber to make suitable deposit as required by this tariff.
 3. Impersonation of another with fraudulent intent.
 4. Listening in on party line conversation.
 5. Nonpayment of any sum due for exchange, long distance or other services.
 6. Use of service in such a way to impair or interfere with the service of other subscribers; such improper use includes, but is not limited to, the use of telephone service by a subscriber or with his permission in connection with a plan or contrivance to secure a large volume of telephone calls, to be directed to such subscriber at or about the same time which may result in preventing, obstructing, or delaying the telephone service of others.
 7. Use of service or facilities for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another.
 8. Use of service or facilities of the Telephone Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for service.
 9. The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, long distance message telephone service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service.
 10. For tampering with the equipment furnished and owned by the Company.
 11. For failure to comply with municipal ordinances or other laws pertaining to telephone service.
 12. For failure of the customer to permit the Company reasonable access to its equipment.
 13. Failure to establish credit on request for initial or additional service.

By: Daniel J. Ahern, President
Issued: July 14, 2000

Effective: July 28, 2000

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A2. GENERAL REGULATIONS

A2.2 Limitations and Use of Service (Cont'd)

A2.2.10 Cancellation of Service for Cause (Cont'd)

14. Any other violation of the Company's regulations.
 15. For making nuisance calls.
 16. For use of service for any purpose other than a means of communication.
- B. The Company reserves the right to cancel any contract for service with and to discontinue service to any person who uses or permits the use of obscene, profane or grossly abusive language over or by means of the Company's facilities, and who, after reasonable notice fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.

A2.2.11 Misuse of Directory Assistance Service

The Company may limit or refuse the use of Directory Assistance to obtain a subscriber's listed name, address or telephone number for any purpose other than to facilitate the making of a telephone call.

A2.2.12 Resale of Service

Most services specified in this Tariff are available for resale by certificated Competitive Local Exchange Carriers (CLECs) subject to the terms and conditions specified in this Tariff.

A2.3 Establishment and Furnishing of Service

A2.3.1 Availability of Facilities

- A. The Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the provision of such service.
- B. The rates and charges quoted in this tariff provide for the furnishing of service and facilities where suitable facilities are available or when the construction of the necessary facilities does not involve excessive costs.
- C. When excessive costs are involved for the construction of facilities, charges for such construction will be determined in accordance with the regulations as set forth in Section A5. "Charges Applicable Under Special Conditions", except as otherwise specified.

By: Daniel J. Ahern, President
Issued: July 14, 2000

Effective: July 28, 2000

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A2. GENERAL REGULATIONS

A2.3 Establishment and Furnishing of Service (Cont'd)

A2.3.2 Party Line Service

When party line service is furnished to a subscriber, the Company may in consideration of the rate at which service is furnished, establish and furnish service to three other subscribers in the case of four- party line service. The Company reserves the right to cancel any party-line service, upon thirty (30) days' notice, whenever in the judgement of the Company, the use of the subscribers holding such contract is such, from large use or other causes, as to interfere with the reasonable use of others connected with the same line.

A2.3.3 Application for Service and Establishment of Credit

- A. Any applicant for service may be required to sign an application form requesting the Company to furnish the service in accordance with rates, charges, rules and regulations from time to time in force and effect.
- B. The Company reserves the right to refuse service to any applicant who is found to be indebted to the Company for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness. The Company may also refuse to furnish service to any applicant desiring to establish service for former subscribers of the Company who are indebted for previous service, regardless of the listing requested for such service, until satisfactory arrangements have been made for the payment of such indebtedness.
- C. If telephone service is established and it is subsequently determined that either condition in A2.3.3(B) exists, the Company may suspend or disconnect such service until satisfactory arrangements have been made for the payment of the prior indebtedness.
- D. When an application for service and facilities or requests for additions, rearrangements, relocations or modifications of service and equipment are cancelled in whole or in part prior to completion of the work involved, the applicant is required to reimburse the Company for all expense incurred in handling the request before notice of cancellation is received. Such charge, however, is not to exceed all charges that would apply if the work involved in complying with the request had been completed.
- E. When equipment has been ordered for the specific needs of a subscriber and the installation thereof is unduly delayed by or at the request of the subscriber, appropriate charges apply for such equipment for the period of the delay.
- F. When a subscriber requests a change in location of all or a part of the facilities covered by his application for service, or requests for additions, rearrangements or modifications of his existing service and equipment prior to completion of the work involved, he is required to pay the difference between the total costs and expenses incurred by the Company in completing the work involved and that which would have been incurred had the final location of the facilities been specified initially.

By: Daniel J. Ahern, President
Issued: November 21, 2003

Effective: December 8, 2003

GENERAL EXCHANGE SERVICES TARIFF NO. 2

A2. GENERAL REGULATIONS

A2.3 Establishment and Furnishing of Service (Cont'd)

A2.3.4 Application of Rates for Business and Residential Service

- A. Although in general, business rates apply at business locations and residential rates apply at residential locations, the determination as to whether subscriber service should be classified as business or residential is based on the character of use to be made of the service. "Such determination shall be made in EATEL's sole discretion."
- B. Business rates apply whenever the use of the service is primarily or substantially of a business, professional, institutional or otherwise occupational nature or where the listing required is such as to indicate business use. Business rates apply for:
 1. Offices, stores, factories, industries, and all other places of a strictly business nature.
 2. Offices of hotels, boarding houses, and apartment houses; colleges, quarters occupied by clubs and fraternal societies, private schools, hospitals, nursing homes, libraries and other institutions. For the purpose of this Tariff, a boarding house is defined as a structure where rooms are rented or boarders taken.
 3. Residential locations, where the place of residence is adjacent to a place of business and is connected thereto, and it is not evident that the service located in the residence is to be employed primarily for domestic use.
 4. Residential locations, where an extension station or extension bell is located in any place where residential terminations during temporary facility shortages.
 5. Service terminating solely on the facilities of an answering service firm will carry business rates except that residential rates at the Company's option may apply to allow for residential termination during temporary facility shortages.
 6. Any location where a business designation is provided or when any title indicating a trade or professional is listed, except as modified under A2.3.4.C.3.
 7. Service listed in business telephone directories, service listed in the business section of the White Pages, or service listed as business in a combined residential White Pages Directory. (N)
 8. All other locations where the subscriber's primary use of the service is for business purposes.

By: Daniel J. Ahern, President
Issued: November 21, 2003

Effective: December 8, 2003

GENERAL EXCHANGE SERVICES TARIFF NO. 2

A2. GENERAL REGULATIONS

A2.3 Establishment and Furnishing of Service (Cont'd)

A2.3.4 Application of Rates for Business and Residential Service (Cont'd)

C. Residential rates apply when the use of the service is of a domestic nature and provided that service is not used substantially for occupational purposes Residential rates apply for:

1. Private residences on service not employing business listings.
2. Private apartments in hotels, clubs, hospital, and boarding houses where service is confined to the domestic use of the subscriber and business listings are not employed.
3. The place of residence of a clergyman, physician, registered or practical nurse, dentist, veterinary, surgeon, or other medical practitioner or Christian Science practitioner, provided the service is not installed in that portion of the subscriber's residence which is used as an office, but is located in the subscriber's domestic establishment, and provided no business designation is employed. Titles such as "Dr.," "Rev.," "Judge," "Professor" are not considered business designations.
4. Private stables or garages when strictly a part of the subscriber's domestic establishment.
5. College fraternity houses where members of the fraternity lodge within the house.
6. Churches.
7. Secretarial line terminations of residence main service terminating as extension lines on the premises of a telephone-answering bureau.

D. Changes from business service to residence service are made only in the event of a change in the subscriber's arrangements that would entitle him to a residence classification of his service, as specified in C above.

If a subscriber's service changes from business service to residential service, the telephone number must be changed. Reference of calls will not be provided regardless of how long the existing Directories will remain in effect. Service charges, which apply for such changed number, are quoted in section A4 of this tariff.

(C)

The Company, at its option, may change any business telephone number when a customer cancels advertising previously contracted for in the Company's classified section of its then current directory.

E. Changes from residence to business service may be made without change in telephone number, if the subscriber so desires. Service charges, which apply for such changes, are quoted in Section A4 of this Tariff.

By: Daniel J. Ahern, President
Issued: July 14, 2000

Effective: July 28, 2000

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A2. GENERAL REGULATIONS

A2.3 Establishment and Furnishing of Service (Cont'd)

A2.3.5 Transfer of Service Between Subscribers

- A. Service previously furnished one subscriber may be assumed by a new subscriber upon due notice of cancellation, or in case of abandonment, provided there is no lapse in the rendition of service. Such transfers are subject to service connection charge regulations and may be arranged for in either of two ways:
1. If the new subscriber, fully understanding the regulations governing the service and the status of the account, willingly assumes all obligations thereunder, future bills are then rendered to him without an adjustment to or from any particular date, with the Company arranging for the requested change in billing and directory listing.
 2. If the new subscriber does not wish to assume payment of the old account, a new service application is taken and an adjustment in billing is made to and from the date the transfer is effective.
- B. Private Branch Exchange Service may be transferred from one subscriber to another pursuant to the above regulations and any other regulations that may be specified in other tariff sections relating to the service transferred.

A2.3.6 Initial Service Periods

- A. Unless otherwise specified, the initial service period for all services offered in this tariff is one month commencing with the date of installation of the service.
- B. For all other services furnished with initial service periods exceeding one month, the applicable initial service period is the number of months indicated in brackets following the basic termination charge listed in that section of this tariff containing the service offered or as specified in the individual contract between a customer and the Telephone Company.
- C. The initial service period relates to each applicable unit of service, either on the initial or subsequent installations.

A2.3.7 Floor Space, Electric Power and Operating at the Subscriber's Premises

- A. The subscriber is responsible for the provision and maintenance, at his expense, of all suitable space and floor arrangements, including but not limited to adequate lighting and temperature control, required on his premises for communication facilities provided by the Company in connection with services furnished to the subscriber by the Company. Any power outlets and commercial power required for the operation of such facilities shall be provided by, and at the expense of, the subscriber.
- B. All operating required for the use of communications facilities provided by the Company at the subscriber's premises will be performed at the expense of the subscriber, and must conform with the operating practices and procedures of the Company to maintain a proper standard of service.

By: Daniel J. Ahern, President
Issued: July 14, 2000

Effective: July 28, 2000

GENERAL EXCHANGE SERVICES TARIFF NO. 2

A2. GENERAL REGULATIONS

A2.3 Establishment and Furnishing of Service (Cont'd)

A2.3.8 Provision and Ownership of Equipment and Facilities

- A. Equipment and facilities furnished by the Company on the premises of a subscriber or authorized user of the Company are the property of the Company and are provided upon the condition that such equipment and facilities, except as expressly provided in this tariff, must be installed, relocated and maintained by the Company and that the Company's employees and agents may enter said premises at any reasonable hour to make collections from coin boxes, to install, inspect or repair any part of the Company's equipment and facilities on the subscriber's premises, or upon termination or cancellation of the service, to remove such equipment and facilities.
- B. Subscribers may not disconnect or remove or permit others to disconnect or remove any apparatus installed by the Company, except upon the "prior" consent of the Company.
- C. Equipment and facilities furnished by the Company shall, upon termination of service from any cause whatsoever, be returned to it in good condition, reasonable wear and tear thereof expected.

A2.3.9 Provision and Ownership of Directories

Telephone directories distributed from time to time by the Company remain the property of the Company and shall be surrendered upon request. Telephone directories should not be mutilated or misused in any manner that impedes reference to essential service information or otherwise interferes with service.

A2.3.10 Provision and Ownership of Telephone Numbers

Telephone numbers are the property of the Company and are assigned to the service furnished the subscriber. The subscriber has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the subscriber, whenever the Company deems it necessary to do so in the conduct of its business.

A2.3.11 Maintenance and Repairs

All ordinary expense of maintenance and repairs, unless otherwise specified in this Tariff, is borne by the Company. In case of damage, loss, theft, or destruction of any of the Company's property due to the negligence or willful act of the subscriber or other persons authorized to use the service, and not due to ordinary wear and tear or causes beyond the control of the subscriber, the subscriber shall be required to pay the expense incurred by the Company in connection with the replacement of the property damaged, lost, stolen, or destroyed, or the expense incurred in restoring it to its original condition.

By: Daniel J. Ahern, President
Issued: July 14, 2000

Effective: July 28, 2000

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A2. GENERAL REGULATIONS

A2.3 Establishment and Furnishing of Service (Cont'd)

A2.3.12 Company Facilities at Hazardous or Inaccessible Locations

Where service is not established at a location that would involve undue hazards, or where accessibility is impracticable to the employees of the Company, the subscriber may be required to install and maintain the Company's equipment and facilities in a manner satisfactory to the Company, any remuneration to be based on conditions involved.

A2.3.13 The rates and charges specified in this tariff contemplate that all work in connection with furnishing or rearranging service is performed during regular working hours. Whenever a subscriber requests that work necessarily required in the furnishing or rearranging of his service be performed outside the Company's regular working hours or that work once begun be interrupted, so that the Company incurs costs that would not otherwise have been incurred, the subscriber may be required to pay, in addition to the other rates and charges specified in this tariff, the amount of additional costs incurred by the Company as a result of the subscriber's special requirements.

A2.3.14 Suspension of Business and Residence Service

A. General

1. Upon request, a subscriber to business or residence service may arrange for the temporary suspension of such service. Suspension of service is available on a subscriber's complete service or on such portion thereof as can be suspended.
2. When the period of suspension is less than one month, the regular charges for the full month of service shall apply.
3. When a complete service, or portion thereof which can be suspended, is subject to an initial service period of more than one month, the basic termination charge applicable thereto will be reduced at one-half the normal full rate of reduction while the service is on a suspended basis and the initial service period is extended by one-half month for each month of suspension.
4. In connection with complete suspension of service, local or long distance service is not furnished during the period of suspension.
5. The charge for the total suspension period may be collected in advance.
6. There is no reduction in the charge for foreign central office line mileage and foreign exchange line mileage during the period of suspension.

By: Daniel J. Ahern, President
Issued: July 14, 2000

Effective: July 28, 2000

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A2. GENERAL REGULATIONS

A2.3 Establishing and Furnishing of Service (Cont'd)

A2.3.14 Suspension of Business and Residential Service (Cont'd)

B. Application of Charges

1. Main Station Services

The charge for a maximum period of six months in any calendar year for main station service during the period of suspension is 50% of the rate regularly charged, except as specified in A2.3.14.A preceding and except where the subscriber is an emergency oriented organization that meets the following criteria:

- a. The primary mission of the organization is the preservation of life or property;
- b. The organization is government funded;
- c. The use of the suspended service is limited to emergency situations and kept on a standby basis during non-emergency times, except during the period of suspension.

2. Key and Pushbutton Systems, and PBX Systems

- a. The charge for Key and Pushbutton systems and PBX systems is 50% of the rates regularly charged except as modification in b. following.
- b. The minimum charge for any 12 consecutive months shall not be less $\frac{3}{4}$ of the total charge for full service during the 12-month period.

3. Charges as specified in A4.6 will apply in addition to charges show in 1. and 2. above.

By: Daniel J. Ahern, President
Issued: July 14, 2000

Effective: July 28, 2000

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A2. GENERAL REGULATIONS

A2.3 Establishment and Furnishing of Service (cont'd)

A2.3.15 Termination of Service

A. Termination of Service by the Company

1. Violation of any of the regulations contained in this tariff on the part of the subscriber may be regarded as sufficient cause for termination of the subscriber's service.
2. When the service is terminated on the initiative of the Company because of violation of its regulations by the subscriber, the regulations stipulated below for termination of service at the subscriber's request apply.
3. The Company may refuse to furnish or continue to furnish service hereunder, if such service would be used or is used for a purpose other than that for which it is provided, or when its use interferes with or impairs, or would interfere with or impair, any other service rendered to the public by the Company.
4. See also "Cancellation of Service for Cause", Section A2.2.10.

B. Termination of Service at the Subscriber's Request

Service may be terminated at any time upon reasonable notice from the subscriber to the Company. Upon such termination the subscriber shall be responsible for the payment of all charges due. This includes all charges due for the period service has been rendered plus any unexpired portion of an initial service period or applicable termination charges, or both.

A2.3.16 Ringer Limitations

- A. Except as provided herein, one ringer is provided for each station and such ringer is located at the station. If additional ringers are desired, or if the ringer is not located at the station, such ringers will be provided as specified in Section A12. of this Tariff.
- B. The number of ringers directly connected to the line (including that furnished with the main station) is limited to four per main station in the case of individual lines, and to two per main station in the case of four-party lines.
- C. Ordinarily in connection with individual line and party line service a ringer is permanently connected to the line. However, at the subscriber's request, a ringer cutoff may be provided at rates specified in Section A12. of this Tariff.

By: Robert L. Burgess, President & COO
Issued: December 15, 2010

Effective: January 1, 2011

GENERAL EXCHANGE SERVICES TARIFF NO. 2

A2. GENERAL REGULATIONS

A2.3 Establishment and Furnishing of Service (Cont'd)

A2.3.17 Residence Service for Company Employees

Residence service is available to telephone company employees as follows:

- A. Retired employees of this Company who are receiving a service or disability pension and for all active employees of this Company who have thirty (30) years of net credited EATEL service, will be furnished authorized service at no charge upon approval of the proper official of the Company.
- B. Employees of this Company will be furnished authorized service at no charge commencing the first day of the month following six (6) months of continuous full-time service. A list of authorized services shall be maintained by this Company and is subject to change. (C)
- C. Service provided in accordance with A. and B. above will be furnished only at one location and only when the service is located in the employee's residence. Such employee service will not be furnished at locations where the station is not restricted to the use of the employee and members of his immediate family or other employees residing in the same household. This service discount shall not include Remote Call Forwarding Service or any business service. (C)
- D. Eligible employees or retired employees shall pay applicable taxes and fees for services received pursuant to this section. (N)

A2.3.18 Obligation to Furnish Service

The Telephone Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

A2.3.19 Alterations on the Customer's Premises

The subscriber shall notify the Telephone Company, a reasonable period in advance, whenever alterations or new construction on premises occupied by the subscriber necessitates changes in the Telephone Company's equipment and facilities. When charges for such changes in equipment and facilities are not provided for in the Telephone Company's applicable tariffs, the subscriber may be required to reimburse the Telephone Company for any costs incurred in connection with the changes of equipment and facilities.

See Section A4. -Service Charges, and Section A5. -Charges Applicable Under Special Conditions, for applicable charges.

By: Daniel J. Ahern, President
Issued: July 14, 2000

Effective: July 28, 2000

GENERAL EXCHANGE SERVICES TARIFF NO. 2

A2. GENERAL REGULATIONS

A2.4 Payment Arrangements and Credit Allowances

A2.4.1 Advance Payments

- A. An applicant for service or facilities may be required to pay in advance of installation an amount not to exceed applicable service connection, installation or other non-recurring charges plus charges for one month of service. Where construction charges are applicable the payment thereof may be required in advance of start of construction.

A2.4.2 Deposits

- A. The Company may, in its discretion, require any applicant for or any subscriber to its services to deposit a sum up to an amount equal to either the charge for two and one-half months' local service or the charge for the estimated toll messages during a like period, or both. Any such deposit may be held during the continuance of the service. In addition, any applicant may also be required to deposit a further sum up to an amount equal to: (1) the applicable basic termination charge for any service furnished the subscriber; and/or (2) the total charges which would be due for the applicable minimum service period for any service furnished the subscriber. Such additional deposit shall be reviewed annually and a partial refund shall be made to the subscriber in an amount equal to the difference between the amount on deposit and the amount then required to cover the un-expired portion of the basic termination charge and/or minimum service period. Upon discontinuance of the service, such additional deposit may be applied in payment of any and all amounts accruing for service.
- B. Interest at the rate of 5% per annum is allowed to the subscriber during the continuance of the deposit, except that no interest is paid on deposits held for less than 6 months. Interest will be refunded annually by means of a credit to current billing. If held until discontinuance of service, such deposit and accrued interest, if any, less any and all amounts then due, is upon such discontinuance returnable to the subscriber.
- C. The fact that a deposit has been made in no way relieves the applicant or subscriber from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation or constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

A2.4.3 Payment for Service

- A. The subscriber shall pay monthly in advance or on demand all charges for service and equipment and shall pay on demand all charges for long distance service and billed local usage*. The subscriber is responsible for payment of all charges for services furnished the subscriber, including charges for services originated or charges accepted at the subscriber's station.
- B. All charges due by the subscriber are payable at the Company's Business Office or at any agency duly authorized to receive such payments. If objection in writing is not received by the Company within twenty (20) days after the bill is rendered, the account shall be deemed correct and binding upon the subscriber. Nonpayment of charges for service may result in the interruption or discontinuance of any or all of the services furnished the subscriber.

*Basic monthly charges are billed in advance. Toll charges for long distance services and additional charges for local usage are billed in arrears.

By: Daniel J. Ahern, President
Issued: July 14, 2000

Effective: July 28, 2000

GENERAL EXCHANGE SERVICES TARIFF NO. 2

A2. GENERAL REGULATIONS

A2.4 Payments Arrangements and Credit Allowances (Cont'd)

A2.4.3 Payment for Service (Cont'd)

- C. A late payment charge of 5 percent applies to each subscriber's bill (including amounts billed in accordance with the tariff dealing with the Company's Billing and Collection Services) when the previous month's bill has not been paid in full prior to the next billing date. The 5 percent charge is applied to the total unpaid amount carried forward less any penalty charges previously assessed and is included in the total amount due on the subscriber's current bill.
- D. The Company may, at its discretion, accept payment by use of a charge card (i.e. major bank and other charge/credit cards). Such payment could be applied as determined by the Company toward non-recurring charges or both non-recurring and recurring charges. The fees incurred by the Company in offering this payment option will be flowed through to the subscriber electing this option at the time of use.
- E. Should service be suspended for nonpayment of charges, it will be restored only as provided under "Restoration Charge" in Section A4. of this Tariff.
- F. When the service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Re-establishment of service may be made only upon the execution of a new service agreement that is subject to the provisions of this tariff.
- G. In its discretion, the Company may restore or re-establish service which has been suspended or disconnected for nonpayment of charges, prior to payment of all charges due. Such restoration or re-establishment shall not be construed as a waiver of any rights to suspend or disconnect service for nonpayment of any such or other charges due and unpaid or for the violation of the provisions of this tariff; nor shall the failure to suspend or disconnect service for nonpayment of any past due account or accounts operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account.
- H. An administrative charge of \$20.00 will be applied by the Company for each time a check or bank draft is returned by a bank to the Company for any reason, including but not limited to, insufficient funds and/or closed accounts. (D)

A.2.4.4 Allowance for Interruptions

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the subscriber or the failure of the facilities provided by the subscriber, a pro rata adjustment of the fixed monthly charges involved will be allowed, upon request of the subscriber, for the service and facilities rendered useless and inoperative by reason of the interruption during the time said interruption continues in excess of 24 hours from the time it is reported to or detected by the Company, except as otherwise specified in this tariff. For the purpose of administering this regulation, every month is considered to have 30 days. No other liability shall in any case be attached to the Company on account of interruptions in service.

By: Daniel J. Ahern, President
Issued: July 14, 2000

Effective: July 28, 2000

GENERAL EXCHANGE SERVICES TARIFF NO. 2

A2. GENERAL REGULATIONS

A2.4 Payments Arrangements and Credit Allowances (Cont'd)

A2.4.5 Provisions for Certain Local Taxes and Fees

When any municipality, parish or other political subdivision of the State of Louisiana shall collect or receive any payment from the Company for or by reason of the use of its streets, alleys or public ways or places, or for or by reason of the operation of the Company's business or by reason of any agreement between it and the Company, whether such payment be called a license, occupational, privilege, franchise or inspection tax, charge or fee, or otherwise, the amount of such payment may be added to the sales price of the Company's service and billed pro rata to the Company's customers receiving local service within the municipality, parish or other political subdivision collecting or receiving such payment.

A2.5 Liability of the Company

A2.5.1 Service Irregularities

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failure or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the subscriber, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to the subscriber for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or defect or failure in facilities occurs.

A2.5.2 Use of Facilities of Other Connecting Carriers

When suitable arrangements can be made, facilities of other connecting carriers may be used in conjunction with this Company's facilities in establishing connections to points not reached by this Company's facilities. Neither this Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

A2.5.3 Indemnifying Agreement

The Company shall be indemnified and saved harmless by the subscriber or subscribers, against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted or recorded over the facilities or the use thereof, against claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company, apparatus and systems of the subscriber; and against all other claims arising out of any act or omission of the subscriber in connection with the facilities provided by the Company.

A2.5.4 Defacement of Premises

The Company is not liable for any defacement of or damage to the premises of a subscriber resulting from the furnishing of service or the attachment of the instruments, apparatus and associated wiring furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of employees of the Company.

By: Daniel J. Ahern, President
Issued: July 14, 2000

Effective: July 28, 2000

GENERAL EXCHANGE SERVICES TARIFF NO. 2

A2. GENERAL REGULATIONS

A2.5.5 Accident, Injury or Death

The subscriber indemnifies and saves the Company harmless against claims arising out of any accident, injury or death occasioned by its equipment or facilities, when such is not due to negligence of the Company.

A2.5.6 Failure to Provide Service

The subscriber indemnifies and saves the Company harmless against claims arising out of liability for failure to provide service.

A2.5.7 Period for the Presentation of Claims

The Company shall not be liable for damages or statutory penalties in any cases where a claim is not presented in writing within sixty (60) days after the alleged delinquency occurs.

A2.5.8 Equipment in Explosive Atmosphere

- A. The Company does not guarantee nor make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The subscriber will indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the subscriber 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 subscriber or others caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of said equipment so provided.
- B. The Company may require each subscriber to sign an agreement for the furnishing of such equipment as a condition precedent to the furnishing of such equipment.
- C. The subscriber shall furnish, install and maintain sealed conduit with explosion-proof fittings between this equipment and points outside the hazardous area where connection may be made with regular facilities of the Company. The subscriber may be required to install and maintain this equipment within the hazardous area if, in the opinion of the Company, injury or damage to Company employees or property might result from installation or maintenance by the Company.
- D. Satisfactory performance of the telecommunications network requires continuing functional compatibility of the network control signals and the switching equipment involved. To assure such continuing compatibility, network control signaling in the furnishing of exchange telecommunications service shall be performed by equipment furnished, installed and maintained either by the Company or by the customer.

By: Robert L. Burgess, President & COO
Issued: December 22, 2009

Effective: January 11, 2010

GENERAL EXCHANGE SERVICES TARIFF NO. 2

A2. GENERAL REGULATIONS

A2.5 Liability of the Company (cont'd)

A2.5.9 Use of Customer-Provided Equipment

The services furnished by the Company, in addition to the preceding limitations, also are subject to the following limitation: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by or resulting from use of customer-provided equipment (except where a contributing or concurrent cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or (2) not prevented by customer-provided equipment where any such damage could have been prevented by Company-provided equipment.

A2.5.10 Directory Errors and Omissions

The Company's liability for damages arising from errors in or omissions of listings in its directories or directory assistance records for which no additional charge is made shall be limited to the amount of actual impairment of the subscriber's service and in no event shall exceed one-half the amount of the charge to the subscriber for local exchange service during the period covered by the directory or during period that the directory assistance records remain in error after notice to the Company by the subscriber, or \$500.00 whichever is less.

The Company may discharge its liability for errors or omissions by abatement or refund, or by a combination of abatement and refund.

A2.5.11 Features, Functions, or Calling Services

To the extent that the Company provides features, functions, or calling services that fail to operate as intended, EATEL's maximum liability with regard to such failure shall be the amount paid for such features, functions, or calling services in the six (6) months prior to such failure.

(N)

A2.6 Trouble Determination Charge

The Trouble Determination Charge is the charge which applies for each dispatch required in connection with a customer's service difficulty or trouble report when it is determined that the source of the difficulty or trouble is within the customer's premises. This charge does not include any further isolation work beyond the Company specified demarcation point.

A2.7 Special Promotions

A2.7.1 Regulations

The company may offer special promotions of new or existing services or products. These promotions are temporary waivers of certain recurring and/or nonrecurring charges or one-time credits to customers' accounts. Subject to the availability of services and facilities, promotions are offered on a completely nondiscriminatory basis with each subscriber in the classification of service and area for which the promotion is offered having an equal opportunity for participation. In the event that a promotion occurs during any other scheduled promotion, the customer may choose only one of the available promotions in which to participate. Notification will include the time period in which the promotion will be conducted as well as the terms and conditions.

By: Daniel J. Ahern, President
Issued: July 14, 2000

Effective: July 28, 2000

GENERAL EXCHANGE SERVICES TARIFF NO. 2

A2. GENERAL REGULATIONS

A2.8 Network Facilities For Use With Automatic Dialing and Announcing Devices

- A. Subscribers who wish to use dialing and announcing devices for solicitation purposes must do so pursuant to the following terms and conditions:
1. No numbers will be called in sequential fashion. Sequentially placed calls refer to those calls automatically dialed by successively increasing or decreasing integers, or similar methods.
 2. Where facilities permit, the equipment shall be so programmed or utilized in such a manner as to automatically disconnect a called party's line not later than ten seconds after the called party hangs up. Operators of automatic dialing and announcing devices will insure that their equipment will not operate when unattended.
 3. Within 25 seconds after the called party answers, the name and telephone number of the individual or firm making or paying for the call, including but not limited to the name of the individual or firm on whose behalf the call is made, must be clearly stated.
 4. At the conclusion of the call, the name and telephone number of the individual or firm making or paying for the call, including, but not limited to the name of the individual or firm on whose behalf the call is made, must again be clearly stated. The telephone number required to be stated must have someone assigned by the company or subscriber of ADAD to answer and provide information regarding the automated message received.
 5. If the customer's response is to be recorded, the customer must be informed of such and permission must be granted. Recording of two-way telephone conversations must be in compliance with state and federal regulations.
 6. If the solicitation call requires a response by the customer and a charge will apply, the customer must be informed that the response is not a free call. The vendor at this time, must give the customer the amount of the charges that will be applied if they respond.
 7. No calls will be placed to:
 - a. Telephone numbers which, at the request of the customer, have been privately listed and has omitted from the telephone directory published by the Company unless the customer provided his number to the calling party.
 - b. Hospitals, nursing homes, fire protection agencies, law enforcement agencies, or any provider of emergency services; or
 - c. Cellular or mobile telephones or any phone that requires the receiving party to pay a fee for the call.
 8. No calls will be placed on Sundays or Legal Holidays. No calls will be placed between the hours of 8:00 P.M. and 8:00 A.M., Monday through Saturday.
 9. The Company is under no obligation to provide lists of telephone numbers or any directory information other than normally issued telephone directories.

By: Daniel J. Ahern, President
Issued: July 14, 2000

Effective: July 28, 2000

GENERAL EXCHANGE SERVICES TARIFF NO. 2

A2. GENERAL REGULATIONS

A2.8 Network Facilities For Use With Automatic Dialing and Announcing Devices (Cont'd)

A. (Cont'd)

10. Messages must not contain obscene or profane language.
11. Solicitation calls for the sale of pornographic material will not be allowed.
12. This type of telecommunication service will not be used for any unlawful purposes.
13. Connection of customer provided communication systems must meet the Company's requirements as well as Part 68 of the Federal Communications Commission's Rules and Regulations.
14. Emergency and unlisted telephone numbers will not be used with recorded solicitation communication.
15. Consent must be given by the called party prior to the initiation of the recorded message. The called party may give consent to the call made with ADAD equipment when a live operator introduces the call and states an intent to play a recorded message, or when the ADAD has a feature that allows the person to indicate consent. Any such consent shall apply only to a particular call and shall not constitute prior consent to receive further calls through the use of such ADAD equipment.
16. It will be the responsibility of the operators of the ADAD equipment to insure that their equipment operates in compliance with the regulations set forth by the LPSC and the regulations in this Section of the Tariff.

B. The preceding terms and conditions will not apply:

1. In cases where there is an existing business relationship between the called party and the subscriber and where the subscriber uses the dialing and announcing device strictly as a follow up device to supply information related to these prior dealings. (However, even subscribers who have had prior dealings with the called party will not be allowed to utilize the automatic dialing and announcing devices for solicitation purposes); or
2. Calls made at the request of the subscriber; or
3. Calls made for the collection of a lawful debt; or
4. Calls made for the payment for service of or warranty coverage for previously ordered or purchased goods or services or additional goods or services for existing customers or to remind the customer of a previously made appointment; or
5. Calls made when a live operator introduces the message, provided the call is immediately terminated if the called party says they are not interested; or

By: Daniel J. Ahern, President
Issued: July 14, 2000

Effective: July 28, 2000

GENERAL EXCHANGE SERVICES TARIFF NO. 2

A2. GENERAL REGULATIONS

A2.8 Network Facilities For Use With Automatic Dialing and Announcing Devices (Cont'd)

B. (Cont'd)

6. Calls made by or on behalf of a charitable or non-profit organization to a subscriber who has donated, or who has expressed an interest in donating realty, goods, services, or money; or calls made to contractual sales otherwise regulated by the provision of the Louisiana Statutes of 1950; or
7. Calls made pursuant to a political campaign.

- C. The Company will not install or provide service to a person utilizing ADAD without that person first providing proof to the Company of registration with the Public Service Commission. Proof shall consist of a letter of authorization or permit from the Commission.

Upon determination by the Company that a customer is utilizing ADAD equipment and that the customer has not filed authorization form the Commission to do so, the Company shall notify that customer in writing that such unauthorized use must cease immediately. The written notice shall include reference to the specific regulation violated, and a statement that if the customer disputes the validity of the charge, the customer may request a hearing upon the matter before the Public Service Commission within ten (10) days of the date of the notice. If a customer can demonstrate a good faith defense to the violation, he may request in writing that the Company continues service to him during tendency of his hearing before the Commission. Failure to cease unauthorized action, properly register, or file for hearing under the above conditions will result in disconnection of service.

- D. Any subscriber operating or utilizing automatic dialing equipment who does so in violation of the provisions set forth preceding will be subject to immediate disconnection of telephone service.