

REGULATIONS AND RATES
for END USER

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

WESTEL, INC.

WITHIN TEXAS

Issued: December 15, 2000

Effective: December 15, 2000

Issued By: **Tom K. Garner, President**
9606 N. Mopac Expressway, Suite 700
Austin, Texas 78759

TXL0001

CHECK SHEET

The pages listed below are effective as of the date shown. The original and revised pages contain all changes from the original tariff in effect on the date shown on each page.

<u>Page</u>	<u>Revision</u>		<u>Page</u>	<u>Revision</u>	
<u>Preface</u>			<u>Section 2</u>		
	Title	Original	21	Original	
	1	Second *	22	Original	
	2	Second *	23	Original	
	3	Original	24	Original	
	4	Original	25	Original	
	5	Original	26	Original	
			27	Original	
<u>Section 1</u>			28	Original	
	1	Original	29	Original	
	2	Original	30	Original	
	3	Original	31	Original	
			32	Original	
<u>Section 2</u>			33	Original	
	1	Original	34	Original	
	2	Original	35	Original	
	3	Original			
	4	Original	<u>Section 3</u>		
	5	Original	1	Original	
	6	Original			
	7	Original	<u>Section 4</u>		
	8	Original	1	Original	
	9	Original	2	Original	
	10	Original	3	Original	
	11	Original	4	Second *	
	12	Original			
	13	Original	<u>Section 5</u>		
	14	Original	1	Original	
	15	Original	2	Original	
	16	Original	3	Original	
	17	Original	4	Original	
	18	Original	5	Original	
	19	Original	6	Original	
	20	Original	7	Original	
			8	Original	

*New or revised pages

Issued: August 30, 2005

Effective: August 30, 2005

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TXL0501

CHECK SHEET (continued)

<u>Section</u>	<u>Page</u>	<u>Revision</u>	
<u>Section 6</u>	1	First	
	1.1	Original	*
	2	Second	*
	3	Second	*
	4	First	
	5	Second	*
	6	Second	*
	7	Second	*
	8	First	
	9	First	*
<u>Section 7</u>	1	Second	*
	2	Second	*
<u>Section 8</u>	1	First	
	2	First	
<u>Section 9</u>	1	Second	*
	1.1	Original	
	2	Original	
	3	First	
	4	First	
	5	Original	
	6	First	
	7	First	
<u>Section 10</u>	1	First	
<u>Section 11</u>	1	Original	
	2	Original	
	3	Original	
	4	Original	
	5	Original	
	6	Original	
	7	Original	

*New or revised pages

Issued: August 30, 2005

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TXL0501

TABLE OF CONTENTS

<u>Description</u>	
CHECK SHEET	1
TABLE OF CONTENTS	3
EXPLANATION OF SYMBOLS	4
APPLICATION OF TARIFF	5
	Section
1.0 - DEFINITIONS	1
2.0 - RULES AND REGULATIONS	2
3.0 - SERVICE AREAS	3
4.0 - SERVICE CHARGES AND SURCHARGES	4
5.0 - NETWORK SERVICE DESCRIPTIONS	5
6.0 - LOCAL SERVICES PRICE LIST	6
7.0 - DIRECTORY SERVICES	7
8.0 - LOCAL OPERATOR SERVICES	8
9.0 - MISCELLANEOUS SERVICES	9
10.0 - PROMOTIONAL OFFERINGS, VOLUME AND TERM DISCOUNTS	10
11.0 - SPECIAL CONSTRUCTION OR ARRANGEMENTS	11

Issued: December 15, 2000

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TXL0001

EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

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

Issued: December 15, 2000

Effective: December 15, 2000

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TXL0001

APPLICATION OF TARIFF

This tariff contains the service offerings, rates, terms and conditions for the Company=s telecommunications services offered within Texas.

Issued: December 15, 2000

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TXL0001

SECTION 1.0 - DEFINITIONS

For the purpose of this tariff, the following definitions apply:

Advance payment is a part or all of a payment required before the start of service.

Automatic number identification (ANI) is the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party Customer. The primary purpose of ANI is for billing toll calls.

Bit is the smallest unit of information in the binary system of notation.

Commission refers to the Texas Public Utilities Commission, unless otherwise indicated.

Company refers to **Westel, Inc.**, unless otherwise indicated.

Customer or subscriber is the person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Deposit is the cash or equivalent of cash security held as a guarantee for payment of the charges.

DID trunk is a form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of an operator.

Direct inward dial (DID) is a service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct outward dial (DOD) is a service option that allows individual station users to access and dial outside numbers directly.

End office is a location where the Company's switch is installed. The switch is assigned an NPA-NXX code and is the point of interconnection for that NPA-NXX code listed in the Local Exchange Routing Guide.

End user is a customer, joint user or any other person authorized by a Customer to use service provided under this tariff.

Exchange is a geographical area established for the rating of telecommunications.

Exchange telephone company or telephone company is any individual, partnership, association, joint-stock company, trust or corporation authorized by the state regulatory commission to provide public switched communications throughout an exchange area or between exchange areas.

Issued: December 15, 2000

Effective: December 15, 2000

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TXL0001

SECTION 1.0 - DEFINITIONS (continued)

Hearing impaired refers to all persons with communication impairments, including the hearing impaired, deaf, deaf/blind and speech impaired whose impairment prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Hunting is the routing a call to an idle station line in a prearranged group when the called station line is busy.

IXC or interexchange carrier is a long distance telecommunications services provider that furnishes services between exchange areas.

Kilosegment - A segment is a means of measuring the volume of transmitted information. The segment size is the number of octets of call user data contained in a packet segment. The standard segment size is 64 octets. The number of segments in a packet is determined by dividing the number of octets of call user data in a packet by 64 and rounding up. A kilosegment is one thousand segments.

Local access and transport area (LATA) is a geographical area established under 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 (NECA) Tariff F.C.C. No. 4.

Local Calling is a completed call or telephonic communications between a calling station and any other station within the local service area of the calling station.

Monthly recurring charges are those monthly charges to the Customer for services, facilities or equipment which continue and are billed to the Customer each month for the duration of the service.

Nonrecurring charge (NRC) is the initial charge, usually assessed on a one-time basis, to install equipment and facilities to establish service.

Numbering plan area (NPA) is the same as an area code.

PBX means private branch exchange

Presubscription is an arrangement whereby a Customer may select and designate to the Company a carrier he or she wishes to access, without an access code, for completing intraLATA and/or interLATA toll calls. The selected carrier is referred to as the Primary Interexchange Carrier.

Issued: December 15, 2000

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TXL0001

SECTION 1.0 - DEFINITIONS (continued)

Recurring charges are the same as monthly recurring charges.

Service commencement date is 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 in the service order or this tariff, 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 is the written request for network services executed by the Customer and the Company. The signing of a service order by the Customer and acceptance by the Company begins the respective obligations of the parties in that order and under this tariff. The duration of the service is calculated from the service commencement date.

Shared refers to a facility or equipment system that can be used simultaneously by several Customers.

Station refers to telephone equipment from or to which calls are placed.

Trunk is a communications path connecting two switching systems in a network, used in the establishment of an end to end communication.

Two-way service includes both outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage based charges are rates for minutes or messages traversing over local exchange facilities.

Issued: December 15, 2000

Effective: December 15, 2000

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TXL0001

SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service under the terms of this tariff with one-way and two-way information transmission originating from and terminating to points within Texas.

2.1.2 Shortage of Equipment or Facilities

- A.** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B.** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and equipment and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

Issued: December 15, 2000

Effective: December 15, 2000

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TXL0001

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.3 Terms and Conditions

- A.** Service is provided for a minimum period of thirty days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B.** Customers may be required to enter into written or oral 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 tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C.** Except as otherwise stated in the tariff, at the expiration of the initial term specified in each service order, or in any extension of the service order, service shall continue on a month-to-month basis at the then current rates, unless terminated by either party upon 30 days notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff 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.
- D.** This tariff shall be interpreted and governed by the laws of Texas without regard to any choice of laws provision under a written contract or service order.

Issued: December 15, 2000

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TXL0001

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.3 Terms and Conditions (continued)

- E.** Other carriers may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- F.** To the extent that either the Company or any other carrier exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other carrier shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- G.** The Company reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume or term discounts.
- H.** The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.

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TXL0001

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.4 Limitations on Liability

- A.** In view of the fact that the Customer has exclusive control of his communications over the facilities furnished him by the Company, and other uses for which facilities may be furnished him by the Company, and because of the unavoidableness of 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 regulations and limitations specified herein.
- B.** The Company's failure to provide or maintain facilities under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Company's reasonable control, subject to the interruption allowance provisions under this tariff.
- C.** Defacement of premises - No liability shall attach to the Company by reason of any defacement or damage to the Customer's premises resulting from the existence of the Company's equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
- D.** Indemnification - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit by a Customer or by any others, the Customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of the Company's equipment, facilities and associated wiring of the Customer's premises and further the Customer indemnifies and saves harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the Customer; and against all other claims arising out of any act or omission of the Customer in connection with the services or facilities provided by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

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TXL0001

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.4 Limitations on Liability (continued)

- E.** The Company=s liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Customer or any others, for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, the Company=s liability, if any, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the Customer under this tariff as an allowance for interruptions. However, any such mistakes, omission, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the Customer, or authorized user, or joint user, or which arise from the use of Customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- F.** The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of authorization codes or communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

Issued: December 15, 2000

Effective: December 15, 2000

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TXL0001

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.4 Limitations on Liability (continued)

- G.** Directory Errors - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Customer or any others, for damages arising from errors or omissions in the making up or printing of its directories or in accepting listings as presented by Customers or prospective Customers, the Company's liability, if any, shall not exceed the amount paid for local exchange service during the period covered by the directory in which the error or omission occurred.
- H.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- I.** The Company makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- J.** Failure by the Company to assert its rights under a provision of this tariff does not preclude the Company from asserting its rights under other provisions.

Issued: December 15, 2000

Effective: December 15, 2000

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TXL0001

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.4 Limitations on Liability (continued)

K. With respect to Emergency Number 911 Service:

1. 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 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 other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies, or municipalities, or the employees or agents of any one of them.
3. When a Customer with a nonpublished telephone number, as defined herein, places a call to the 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 emergency 911 service upon request of such governmental authority. By subscribing to service under this tariff, the Customer acknowledges and agrees with the release of information as described above.

Issued: December 15, 2000

Effective: December 15, 2000

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TXL0001

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period applies to all service activities. The Company will work cooperatively with the Customer to determine the 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.

2.1.6 Provision of Equipment and Facilities

- A.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- B.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- C.** Equipment the Company provides or installs at the Customer premises shall not be used for any purpose other than that for which the equipment is provided.

Issued: December 15, 2000

Effective: December 15, 2000

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TXL0001

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.6 Provision of Equipment and Facilities (continued)

- D.** Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use with this service shall be so constructed, maintained and operated as to work satisfactorily with the Company's facilities.
- 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 under this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- 1.** the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - 2.** the reception of signals by Customer-provided equipment; or
 - 3.** network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

Issued: December 15, 2000

Effective: December 15, 2000

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TXL0001

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.7 Non-routine Installation

At the Customer's request, installation 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 or night hours, additional charges may apply.

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable effort basis at the Customer's request. Special construction is construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

Issued: December 15, 2000

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SECTION 2.0 - RULES AND REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.9 Ownership of Facilities

Title to all facilities provided under this tariff remains in the Company, its partners, agents, contractors or suppliers.

2.2 Prohibited Uses

2.2.1 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.

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Texas Corporation Commission's regulations, policies, orders and decisions.

2.2.3 The Company may block any signals being transmitted over its network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

2.2.4 A Customer or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

Issued: December 15, 2000

Effective: December 15, 2000

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TXL0001

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges under this tariff;
- B. reimbursing the Company for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the non-compliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide communications services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(c). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer; the Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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TXL0001

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.3 Obligations of the Customer (continued)

2.3.1 General (continued)

- E.** 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 facilities and equipment; the Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company; the Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- F.** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(d); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G.** not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.
- I.** The Customer is responsible for taking all steps necessary to cancel or otherwise discontinue any service(s) to be replaced by any service(s) offered by the Company as described herein.

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TXL0001

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.3 Obligations of the Customer (continued)

2.3.2 Liability of the Customer

- A.** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in (a), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C.** The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

Issued: December 15, 2000

Effective: December 15, 2000

Issued By: **Tom K. Garner, President**
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Austin, Texas 78759

TXL0001

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.4 Customer Equipment and Channels

2.4.1 General

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A.** Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.
- B.** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

Issued: December 15, 2000

Effective: December 15, 2000

Issued By: **Tom K. Garner, President**
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Austin, Texas 78759

TXL0001

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.4 Customer Equipment and Channels (continued)

2.4.3 Inspections

- A. Upon suitable 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 under Section 2.4.2(b) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for 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.
- C. If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

2.4.4 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- B. Service provided herein may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff.

Issued: December 15, 2000

Effective: December 15, 2000

Issued By: **Tom K. Garner, President**
9606 N. Mopac Expressway, Suite 700
Austin, Texas 78759

TXL0001

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to one (1) month's estimated billing, upon which the advance can be collected and subsequently rebilled. In addition, the advance payment may also include an amount equal to the estimated nonrecurring charges and recurring charges for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's next bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

Issued: December 15, 2000

Effective: December 15, 2000

Issued By: **Tom K. Garner, President**
9606 N. Mopac Expressway, Suite 700
Austin, Texas 78759

TXL0001

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.5 Customer Deposits and Advance Payments (continued)

2.5.2 Deposits

- A.** To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges under Texas Corporation Commission rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment. The deposit will not exceed an amount equal to:
1. two regular billing periods; or
 2. the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable. Such a deposit shall in no event exceed two (2) months. In addition, the Company shall be entitled to require such an applicant or Customer to pay all his or her bills within a specified period of time, and to make such payments in cash or cash equivalent. At the Company's option, such deposit may be refunded to the Customer's account at any time. The Company also reserves the right to cease accepting and processing service orders after it has requested a security deposit and prior to the Customer's compliance with this request.
- B.** Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- C.** Deposits will accrue interest annually in accordance with Texas Corporation Commission rules, at a rate specified by the Texas Corporation Commission. Upon request of the Customer, accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date.
- D.** The Company shall annually and automatically refund the deposits of residential Customers who have paid bills for 12 consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

Issued: December 15, 2000

Effective: December 15, 2000

Issued By: **Tom K. Garner, President**
9606 N. Mopac Expressway, Suite 700
Austin, Texas 78759

TXL0001

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.6 Payment Arrangements

2.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Texas gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

Certain telecommunications services, as defined in the Texas statutes, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Texas, or both, and are charged to a Customer's telephone number or account in Texas.

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. Nonrecurring charges are due and payable upon receipt of the Company's invoice by the Customer.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable upon receipt. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

Issued: December 15, 2000

Effective: December 15, 2000

Issued By: **Tom K. Garner, President**
9606 N. Mopac Expressway, Suite 700
Austin, Texas 78759

TXL0001

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.6 Payment Arrangements (continued)

2.6.2 Billing and Collection of Charges (continued)

- D.** Customer billing will begin on the service commencement date, which is the day the Company notifies the Customer that the service or facility is available for use, except that the service commencement date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards under this tariff or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E.** If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a one-time late payment charge of 1.5% per month shall be due to the Company for past due amounts which have no previously been subject to late payment fees. If the last calendar day for remittance falls on a Sunday, legal holiday or other day when the offices of the Company are closed, the final payment shall be extended through the next business day.
- F.** The Customer should notify the Company of any disputed items on an invoice within 30 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Texas Public Utilities Commission in accordance with the Commission's rules of procedure.
- G.** If service is disconnected by the Company under Section 2.7 and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company under Section 2.7 and later restored, restoration of service will be subject to the rates in Section 4.3 .

Issued: December 15, 2000

Effective: December 15, 2000

Issued By: **Tom K. Garner, President**
9606 N. Mopac Expressway, Suite 700
Austin, Texas 78759

TXL0001

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.6 Payment Arrangements (continued)

2.6.3 Returned Check Charge

A service charge equal to \$10.00 will be assessed under Texas law for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

2.6.4 Municipal Franchise Fees

Residential, nonresidential and point-to-point access lines provided pursuant to this tariff are subject to a municipal franchise fee as established for the city in which the end user of the access lines is located. Effective with the charges billed on or after March 1, 2000, the monthly recurring municipal charge will be equal to a monthly amount developed using criteria as recommended by local municipality with information supplied by this local certificated telecommunications provide (CTP). The fee should be assessed as a per-line-charge on the end user bill. This municipal charge results from implementation of House Bill 1777 - Telecommunications Franchise Law which allows municipalities to be compensated by CTP's for right-of-way usage. The fee has been developed and/or allocated across rate classification according to local municipal guidelines.

Issued: December 15, 2000

Effective: December 15, 2000

Issued By: **Tom K. Garner, President**
9606 N. Mopac Expressway, Suite 700
Austin, Texas 78759

TXL0001

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.7 Disconnection and Reconnection

2.7.1 Service may be discontinued or refused for any of the following reasons:

- A.** As requested by the Customer.
- B.** When a telephone bill becomes delinquent.
- C.** When the Customer misrepresents his or her identity for the purpose of obtaining telephone service.
- D.** When the Customer violates any rule of the Company, and the violation adversely affects the safety of the Customer or other persons, or the integrity of the telephone system.
- E.** When the Customer causes or permits unauthorized interference with or use of telephone service situated on or about the Customer's premises.
- F.** For refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.

Issued: December 15, 2000

Effective: December 15, 2000

Issued By: **Tom K. Garner, President**
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Austin, Texas 78759

TXL0001

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.7 Disconnection and Reconnection (continued)

2.7.2 Notice of Discontinuance of Service

- A.** The Customer shall be given five (5) days written notice before initial discontinuance of service, unless the discontinuance is upon Customer's request or involves a dangerous condition, violation of Company's rules or unauthorized interference or use of services in which case service may be discontinued immediately.
- B.** Notice shall be sent to the account name and address. Accurate records shall be kept as to the mailing date and service of notice is complete upon this mailing date.

2.7.3 Restoration of Service

- A.** Upon the Customer's request, an employee of the Company shall restore service promptly when (a) the cause of disconnection of service has been eliminated, or (b) applicable restoration charges have been paid, or (c) satisfactory credit arrangements have been made. Refer to Service Fees Rate Schedule for Restoration charge.
- B.** At all times, every reasonable effort shall be made to restore service on the restoration day requested.

Issued: December 15, 2000

Effective: December 15, 2000

Issued By: **Tom K. Garner, President**
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Austin, Texas 78759

TXL0001

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.7 Disconnection and Reconnection (continued)

2.7.3 Disputes

- A.** If a Customer advises Company's office prior to the date of proposed discontinuance that all or any part of any billing as rendered is in dispute, or that the Company's reasons for discontinuance are factually invalid, Company shall:
1. Immediately record the date, time, and place the complaint is made.
 2. Postpone discontinuance until a full investigation is completed and the dispute found to be invalid.
 3. Investigate the dispute promptly and completely.
 4. Attempt to resolve the dispute informally in a manner mutually satisfactory to both parties.
- B.** In attempting to resolve the dispute in a mutually satisfactory manner, Company may employ telephone communications, personal meetings, formal or informal hearings, onsite visits or any other technique reasonably conducive to settlement of the dispute.
- C.** In the event that a dispute is not resolved to the satisfaction of the Customer after a full investigation, the Customer shall be advised by the company of formal and informal proceedings available before the Commission. Service may then be discontinued if proper notice has been given.

Issued: December 15, 2000

Effective: December 15, 2000

Issued By: **Tom K. Garner, President**
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Austin, Texas 78759

TXL0001

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.7 Disconnection and Reconnection (continued)

- 2.7.4** If the Customer orders service requiring special facilities dedicated to the Customer's use and then cancels his order before service begins, or prior to completion of the minimum period, or before completion of some other period mutually agreed upon by the Customer and Company, the Customer will be charged for the nonrecoverable portions of expenditures or liabilities expended on behalf of the Customer by Company and not fully reimbursed. If, based on the order, if construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be charged to the Customer. Such charges shall be based on the percentage of work completed.
- 2.7.5** When service has been discontinued for failure to maintain credit as specified above, service will be restored after the service charge has been collected from the Customer.
- 2.7.6** Company reserves the right to cancel service to any Customer who uses or permits the use of obscene, profane or grossly abusive language over the Company's facilities, and who, after a five (5) day 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.
- 2.7.7** Service is furnished subject to the condition that the service 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 Customer. Before discontinuing service to such Customer Company shall give to Customer no less than three days written notice of its intention to do so. Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law.
- 2.7.8** Company may refuse to furnish service to an applicant for service and may discontinue service to a Customer if any of the facilities, appliances, or apparatus on Customer's premise are found to be unsafe or causing harm to Company's facilities, and may refuse to furnish service until the applicant or Customer shall have remedied the condition.
- 2.7.15** Service is furnished subject to the conditions that there will be no abuse or fraudulent use of the service. Company may refuse to furnish or deny service to any person, firm, or corporation, who, over the facilities furnished by the Company, abuses or fraudulently uses the service.

Issued: December 15, 2000

Effective: December 15, 2000

Issued By: **Tom K. Garner, President**
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Austin, Texas 78759

TXL0001

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.8 Interconnection

- 2.8.1** Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Service furnished by Company is not part of a joint undertaking with such other companies. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.8.2** Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting his Customer-provided terminal equipment or communications systems with Company's facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

Issued: December 15, 2000

Effective: December 15, 2000

Issued By: **Tom K. Garner, President**
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Austin, Texas 78759

TXL0001

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.9 Cancellation of Application for Service

- 2.9.1** Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.9.2** Where, prior to cancellation by the 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.
- 2.9.3** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- 2.9.4** The charges described above will be calculated and applied on a case-by-case basis.

2.10 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

Issued: December 15, 2000

Effective: December 15, 2000

Issued By: **Tom K. Garner, President**
9606 N. Mopac Expressway, Suite 700
Austin, Texas 78759

TXL0001

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.11 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term or where the Customer breaches the terms in the service contract, the Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period under Section 2.6.2.

2.11.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- A. all unpaid nonrecurring charges reasonably expended by the Company to establish service to Customer, plus;
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus;
- C. all recurring charges specified in the applicable service order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

Issued: December 15, 2000

Effective: December 15, 2000

Issued By: **Tom K. Garner, President**
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Austin, Texas 78759

TXL0001

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.12 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

2.12.1 The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.

2.12.2 A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or authorized user to place calls over the network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

2.12.3 The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss or theft.

2.12.4 The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

Issued: December 15, 2000

Effective: December 15, 2000

Issued By: **Tom K. Garner, President**
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Austin, Texas 78759

TXL0001

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.13 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 to a) any subsidiary, parent Company or affiliate of the Company; b) under any sale or transfer of substantially all the assets of the Company; or c) under any financing, merger or reorganization of the Company.

2.14 Allowances for Interruptions in Service

2.14.1 General

- A.** A credit allowance will be given when service is interrupted, except as specified in Section 2.14.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

Issued: December 15, 2000

Effective: December 15, 2000

Issued By: **Tom K. Garner, President**
9606 N. Mopac Expressway, Suite 700
Austin, Texas 78759

TXL0001

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.14 Allowances for Interruptions in Service (continued)

2.14.1 General (continued)

- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.14.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A. due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- B. due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. due to circumstances or causes beyond the reasonable control of the Company;
- D. during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

Issued: December 15, 2000

Effective: December 15, 2000

Issued By: **Tom K. Garner, President**
9606 N. Mopac Expressway, Suite 700
Austin, Texas 78759

TXL0001

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.14 Allowances for Interruptions in Service (continued)

2.14.2 Limitations of Allowances (continued)

- E.** during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- F.** that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- G.** that was not reported to the Company within 30 days of the date that service was affected.
- H.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (under Section 2.14.3), or utilize another service provider;

2.14.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

Issued: December 15, 2000

Effective: December 15, 2000

Issued By: **Tom K. Garner, President**
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Austin, Texas 78759

TXL0001

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.14 Allowances for Interruption in Service (continued)

2.14.4 Application of Credits for Interruptions in Service

- A.** If a Customer's service is interrupted other than by the negligence or willful act of the Customer, and it remains out of order for eight normal working hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the Customer, when such adjustment exceeds \$1.00. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the Customer shall be a pro rata part of the month's flat rate charges for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.
- B.** For calculating credit allowances, every month is considered to have 30 days.

2.15 Listing and Billing Name Rule

When the Customer provides a listing name or a name that will appear in Caller ID systems, the Company reserves the right to suppress names that are intentionally misleading or offensive. The Company will notify the Customer before suppressing the name or prior to initiating service to make alternative arrangements. If the Customer is dissatisfied with the Company's determination, the Customer has the right to appeal the Texas Corporation Commission for a decision.

Issued: December 15, 2000

Effective: December 15, 2000

Issued By: **Tom K. Garner, President**
9606 N. Mopac Expressway, Suite 700
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TXL0001

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.16 Notices and Communications

- 2.16.1** 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.
- 2.16.2** 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 a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.16.3** Except as otherwise stated in this tariff, all notices or other communications required to be given under this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.16.4** The Company or the 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.

Issued: December 15, 2000

Effective: December 15, 2000

Issued By: **Tom K. Garner, President**
9606 N. Mopac Expressway, Suite 700
Austin, Texas 78759

TXL0001

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.17 Schools and Libraries Discount Program

Qualifying schools, libraries, and consortia are entitled to receive percentage discount rates equivalent to those adopted for interstate services pursuant to Texas Substantive Rule ' 23.107(c) and 47 Code of Federal Regulations Part 54, subpart F (relating to Universal Service Support for schools and libraries) on intrastate telecommunications services purchased from this price list.

2.18 TIF Assessment

The TIF assessment is imposed upon the telecommunications service provider. It may be passed on to the Customer as a separate line item entitled "reimbursement of TIF Assessment". If this assessment is labeled as a tax or fee from the Customer and the TIF Assessment will both be required to be paid to the state.

Since this assessment is imposed upon the service provider, passing the assessment on to the Customer will cause this amount to be subject to sales tax in Texas.

TIF 1.25%

Issued: December 15, 2000

Effective: December 15, 2000

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SECTION 3.0 - SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following incumbent LECs: SBC Communications, Inc.

Issued: December 15, 2000

Effective: December 15, 2000

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SECTION 4.0 - SERVICE CHARGES AND SURCHARGES

4.1 Service Order Charge

The Service Order Charge is a nonrecurring charge which applies to administrative processing of orders for the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment.

	<u>Business</u>	<u>Residential</u>
Per Order	\$36.00	\$22.00
Per Add'l Order	\$16.65	\$16.65

4.2 Restoral Charge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service.

	<u>Business</u>	<u>Residential</u>
Per Account	\$25.00	\$20.00

Issued: December 15, 2000

Effective: December 15, 2000

Issued By: **Tom K. Garner, President**
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SECTION 4.0 - SERVICE CHARGES AND SURCHARGES (continued)

4.3 Charges Associated With Premises Visit (continued)

4.3.2 Inside Wire Maintenance and Installation

The Customer may provide inside wiring for single-line station equipment or may elect to have the Company's technicians install or maintain inside wire.

A. Inside Wire Installation Charge

Installation Charges apply when a Customer requests new noncomplex wire and jack installation or requests existing noncomplex wire and jack moves, changes, removals, rearrangements, replacements or pre-wiring.

Material is included in each time increment charge.

1. Inside Wire Installation Charge,

	1st 15 <u>Minutes</u>	Each Add'l <u>15 Min.</u>
Per Premises Visit	\$35.00	\$12.00

2. Inside Wire Maintenance Charge

The Inside Wire Maintenance Charge applies when a Customer requests noncomplex wire and jack maintenance. Material is included in the charge.

	1st 15 <u>Minutes</u>	Each Add'l <u>15 Min.</u>
Per Premises Visit	\$35.00	\$12.00

3. Optional Inside Wire Maintenance Plan

Monthly Recurring Charge

Wireline Service	\$1.15
Wireline Plus*	\$2.10

* - Includes equipment and the use of one or two line telephone equipment provided on a loan basis.

Issued: December 15, 2000

Effective: December 15, 2000

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SECTION 4.0 - SERVICE CHARGES AND SURCHARGES (continued)

4.4 Primary Interexchange Carrier Change Charge

The Customer will incur a charge each time there is a change in the long distance carrier associated with the Customer's line after the initial installation of service.

Per Line PIC Change

InterLATA PIC Change	5.00
IntraLATA PIC Change	5.00

4.5 Surcharges

In addition to all other recurring and nonrecurring charges, certain surcharges apply per line or per call to recover governmental or quasi-governmental assessments or fixed costs imposed by other carriers. The following surcharges are currently in effect:

4.5.1 End-User Common Line (EUCL) Recovery Charge

	Monthly Rate
Single Line Residential Customer, per line	\$5.25 (R)
Each Additional Residential Line	\$5.25 (R)
Single Line Business Customer, per line	\$7.00
Multiline Business Line or Trunk, each	\$7.00
ISDN Primary Rate Interface, per port	\$35.00

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4.5.3 Expanded Local Calling Surcharge

Expanded Local Calling Surcharge, per line or trunk	\$0.26
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4.5.4 Pay Telephone Compensation Surcharge

Pay Telephone Compensation Surcharge (applies per toll call completed from a pay telephone)	\$0.30
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Issued: August 30, 2005

Effective: August 30, 2005

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TXL0501

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS

5.1 Basic Local Exchange Services

5.1.1 General

Basic Local Exchange Service provides a Customer with a connection to the Company's switching network which enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company's local calling service;
- c) access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
- d) access the service of providers of interexchange service. A Customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).

Basic Local Exchange Service is provided via one or more channels terminated at the Customer's premises. Each Residential Exchange Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Calls to points within the local exchange area are charged on the basis of the length of completed calls originating from the Customer's service in addition to a base monthly charge. Local calling areas are as specified Rule No. 1 of this tariff, including extended calling areas.

Issued: December 15, 2000

Effective: December 15, 2000

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (continued)

5.1 Basic Local Exchange Services (continued)

5.1.2 Application of Rates

A. Rates apply to service furnished:

1. In a Customer=s domestic establishment where no business listings are provided;
2. To clergy for personal use only where business service is already established for the church at the same location;

B. The use of residential facilities and service is restricted to the Customer, and authorized users the Customer.

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Effective: December 15, 2000

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (continued)

5.2 PBX Trunk Service

Basic PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic trunks are provided for connection of Customer-provided private branch exchanges to the public switched telecommunications network. Each basic PBX trunk is provided with touch tone signaling and may be configured into a hunt group at no additional charge with other Company-provided basic PBX trunks. The signal is an analog signal at the voice grade level.

PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Trunks are provided for connection of Customer provided PBXs or other station equipment to the public switched telecommunications network.

PBX Trunks are available to Customers as inward, outward or two-way combination trunks where services and facilities permit.

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Effective: December 15, 2000

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (continued)

5.3 Direct Inward Dialing (DID) Service

Direct inward dialing (DID) permits calls incoming to a PBX system or other Customer premises equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer=s location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the Customer=s responsibility.

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Effective: December 15, 2000

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TXL0001

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (continued)

5.4 ISDN service

ISDN PRI allows the Customer to connect suitably equipped ISDN Customer premises equipment to the Company's switching equipment using Primary Rate Interface over a digital transport facility.

Each connection of 24-channel digital transport facility to the switch provides one PRI group as set forth below. B channels may have a service type of Inward only, Outward only, or Two-way directionality. DID service may be associated with the service types of inward only or two-way directionality.

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Effective: December 15, 2000

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SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)

5.5 Optional Calling Features

The features listed in this are offered to Customers either under the Standard Local Service, Enhanced Local Service or as options. For the option service price lists see Section 6.

5.5.1 Feature Descriptions

- A. Call Waiting** provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.
- B. Caller ID - Basic** permits the end-user to view a directory number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the Customer's responsibility to provide the necessary CPE.
- C. Standard Call Forwarding** permits the forwarding of incoming calls when the end-user's line remains unanswered or busy after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- D. Three-Way Calling** permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.
- E. Remote Access** permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to 1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.

Issued: December 15, 2000

Effective: December 15, 2000

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TXL0001

SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)

5.5 Optional Calling Features (continued)

5.5.1 Feature Descriptions (continued)

- F. Auto Redial** allows the Customer, having reached a busy number, to dial a code before hanging up. Continuous Redial feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free, the call is automatically redialed and the Customer is notified of the connected call via a distinctive ring.
- G. Call Forward Busy / No Answer** when activated, redirects attempted terminating calls to another Customer specific line when the called number is busy or does not answer within the number of rings programmed by the Company. The Customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding.
- H. Speed Calling** permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight code list or a 30 code list. Code lists may include local and toll telephone numbers. The Customer has the ability to add telephone numbers to or remove them from the a speed calling list without the Company=s help.
- I. Caller ID Name and Number** permits the end-user to view a directory name and directory number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party=s city and state may be displayed rather than a directory name, depending on available call data.
- J. Call Return** allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed.

Issued: December 15, 2000

Effective: December 15, 2000

Issued By: **Tom K. Garner, President**
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SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)

5.5 Optional Calling Features (continued)

5.5.1 Feature Descriptions (continued)

- F. Calling Number Delivery Blocking** prevents the delivery, display and announcement of the end-user=s directory number and directory name on all calls dialed from an exchange service equipped with this option. When active, the end-user=s telephone name and number will not appear on the called party=s Caller ID CPE or be disclosed in another way. The feature is available on a per call basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call.
- G. Speed Calling** permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight code list or a 30 code list. Code lists may include local and toll telephone numbers. The Customer has the ability to add telephone numbers to or remove them from the a speed calling list without the Company=s help.

Issued: December 15, 2000

Effective: December 15, 2000

Issued By: **Tom K. Garner, President**
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TXL0001

SECTION 6.0 - LOCAL SERVICES PRICE LIST

6.1 Basic - Local Only Service

6.1.1 Recurring and Nonrecurring Charges

Business line rates:

WESTEL Flat Business Lines: Westel *Flat Business Lines* terminate to a single or multi-line phone, fax, key or hybrid key phone system. Rates include touch tone.

Rate Group	Texas Market	Recurring Rates- 1 Year Term		Recurring Rates- 2 Year Term		Non-recurring Install	
		1st 3 lines	4+ lines	1st 3 lines	4+ lines	First Line	Add'l Line
4,5,6 7 & 8	Dallas, Houston, San Antonio, Ft. Worth, Austin, Corpus, Laredo, El Paso, McAllen	\$21.00	\$19.00	\$19.00	\$18.00	\$36.00	\$36.00
1,2 & 3	Small Markets	\$24.00	\$23.00	\$22.00	\$22.00	\$36.00	\$36.00

WESTEL Basic Business (Hunting) Lines: Westel *Basic Business Lines* terminate to a single or multi-line phone, fax, key or hybrid key phone system. Rates include regular hunting and touch tone. (see Note¹)

(C)

Rate Group	Texas Market	Recurring Rates- 1 Year Term		Recurring Rates- 2 Year Term		Non-recurring Install	
		1st 3 lines	4+ lines	1st 3 lines	4+ lines	First Line	Add'l Line
4,5,6 7 & 8	Dallas, Houston, San Antonio, Ft. Worth, Austin, Corpus, Laredo, El Paso, McAllen	\$23.00	\$21.00	\$21.00	\$19.00	\$36.00	\$36.00
1,2 & 3	Small Markets	\$26.00	\$25.00	\$25.00	\$24.00	\$36.00	\$36.00

¹Service is provided to existing customers only as of August 30, 2005. Existing customers are able to add/delete/move lines

SECTION 6.0 - LOCAL SERVICES PRICE LIST, (CONT'D.)

6.1 Basic - Local Only Service, (Cont'd.)

6.1.1 Recurring and Nonrecurring Charges , (cont'd.)

A. Resale Rates¹

Rate Center ²	Texas Markets	<i>Flat Lines</i>	<i>Hunting Lines</i>	New Line Install/ Move
		<i>Monthly Line Rate</i>	<i>Monthly Line Rate</i>	
1	Crystal City, Refugio, Columbus, Hillsboro, etc.	\$17.24	\$20.39	\$36.00 ³
2	Bastrop, Bandera, Huntsville, Marshall, Sullivan City, etc.	\$17.64	\$20.88	\$36.00
3	Temple, Splendora, Frisco, Harlingen, Orange, etc.	\$18.59	\$22.01	\$36.00
4	McAllen, Laredo, Corpus Christi, Galveston, etc.	\$19.17	\$22.64	\$36.00
5	El Paso, Tomball	\$19.80	\$23.45	\$36.00
6	San Antonio, Austin	\$20.79	\$24.62	\$36.00
7	Fort Worth	\$22.73	\$27.09	\$36.00
8	Dallas, Houston	\$25.43	\$30.20	\$36.00

¹ Touch Tone not included. Other fees and governmental assessments apply.

² See SBC Exchange Rate Groups and Calling areas.

³ There is also a Central Office Access Charge and trip charge of \$30 per location.

Issued: August 30, 2005

Effective: August 30, 2005

Issued By: Tom K. Garner, President
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TXL0501

SECTION 6.0 - LOCAL SERVICES PRICE LIST (continued)

6.2 [Reserved for Future Use]

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Material previously located on this page now appears in Section 6, page 6.

Issued: November 25, 2002

Effective: November 25, 2002

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TXL0201

SECTION 6.0 - LOCAL SERVICES PRICE LIST (continued)

6.3 PBX Trunk Service

6.3.1 Rates and Charges

	Monthly Recurring	Non- Recurring
PBX Trunk		
Rate Class 1	\$26.06 (R)	\$57.30
Rate Class 2	\$26.69 (R)	\$57.30
Rate Class 3	\$28.13 (R)	\$57.30
Rate Class 4	\$28.98 (R)	\$57.30
Rate Class 5	\$29.93 (I)	\$57.30
Rate Class 6	\$31.68	\$57.30
Rate Class 7	\$35.96 (R)	\$57.30
Rate Class 8	\$40.19 (R)	\$57.30

Issued: August 30, 2005

Effective: August 30, 2005

Issued By: Tom K. Garner, President
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TXL0501

SECTION 6.0 - LOCAL SERVICES PRICE LIST (continued)

6.4 Direct Inward Dialing (DID) Service

6.4.2 Rates and Charges

	Monthly Charges	Nonrecurring Charge
DID Station Numbers		
100 Numbers or less		
First 100 DID Numbers	\$143.06	\$148.35
First 10 DID Numbers	\$ 21.15	\$108.75
Add'l. 10 DID Numbers	\$ 13.50	\$ 4.40
101 or More Numbers		
First 100 DID Numbers	\$12.02	\$148.35
Add'l. 10 DID Numbers	\$1.22	\$ 14.85
DID Trunk Termination		
Dial-Pulse Signaling	\$19.85	\$ 0.00
MF Signaling	\$19.85	\$ 0.00
DTMF Signaling	\$19.85	\$ 0.00

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Issued: November 25, 2002

Effective: November 25, 2002

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TXL0201

SECTION 6.0 - LOCAL SERVICES PRICE LIST (continued)

6.5 ISDN Service

6.5.1 Rates and Charges

A. ISDN BRI Service

	Monthly Charges	Nonrecurring Charge
Basic Rate Interface		
One Year	\$27.90	\$125.00
Two Year	\$27.90	N/A
Network Component (CSV/CSD) Unlimited Usage per B Channel	\$6.75	N/A

B. ISDN PRI Service

	Monthly Charges	Nonrecurring Charge
Smart Trunk Interface		
One Year	\$607.50 (R)	\$1,200.00 (I)
Two Year	\$540.00 (I)	\$1,100.00 (I)
Mo. To Mo.	\$720.00	\$4,500.00
Smart Trunk Port		
One Year	\$346.50 (R)	\$800.00
Two Year	\$333.00 (R)	\$800.00
Dynamic Channel Allocation	\$9.00	\$275.00
Calling Line (per SI or Port)	\$76.50	\$80.00
Loop Protection (per SI)	\$140.00 (I)	\$355.00

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Issued: August 30, 2005

Effective: August 30, 2005

Issued By: Tom K. Garner, President
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TXL0501

SECTION 6.0 - LOCAL SERVICES PRICE LIST (continued)

6.6 Optional Calling Features

6.6.1 Rates and Charges

Optional Features	Monthly Recurring	Non- Recurring	
Circular Hunting	\$1.25	\$1.25	
Call Waiting	\$7.20 (I)	\$10.00 (I)	
Call Forwarding (Variable)			
Standard	\$5.85	\$10.00 (I)	
Selective	\$4.50 (I)	\$10.00 (I)	
Speed Calling			
8-Number Capacity	\$4.68 (I)	\$10.00 (I)	
30-Number Capacity	\$3.51 (I)	\$10.00 (I)	
Three-Way Calling*	\$5.85 (I)	\$10.00 (I)	
Priority Call	\$3.51 (I)	\$10.00 (I)	
Fixed Call Forwarding			
Call Forward Busy Line	\$3.51 (I)	\$10.00 (I)	
Call Forward No Answer	\$3.51 (I)	\$10.00 (I)	
Call Forward Busy No Answer	\$4.68 (I)	\$10.00 (I)	
Remote Access	\$2.70 (I)	\$10.00 (I)	
Simultaneous Call Forwarding	\$2.39	\$10.00 (I)	
Auto Redial*	\$ 4.95 (I)	\$10.00 (I)	(C)
Call Return*	\$ 4.50 (I)	\$10.00 (I)	
Call Blocker	\$4.95 (I)	\$10.00 (I)	
Personalized Ring (Dependent #)			
One Additional Number	\$4.50	\$10.00 (I)	
Two Additional Numbers	\$2.70 (I)	N/A	
Call Transfer Disconnect	\$13.50 (I)	\$10.00 (I)	

* *Also available on a per use basis at \$1.13 per call.* **(I)**
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SECTION 6.0 - LOCAL SERVICES PRICE LIST (continued)

6.6 Optional Calling Features (continued)

6.6.2 Calling Identification

	Monthly Recurring	Non- Recurring
Anonymous Call Rejection	\$3.60 (I)	\$10.00 (R)
Caller ID Calling Number Delivery	\$8.55 (I)	\$10.00 (R)
Calling Name Delivery	\$8.55 (I)	\$10.00 (R)
Calling Number & Name	\$4.95 (R)	\$10.00 (R)
Call Waiting ID	\$4.86 (R)	\$10.00 (R)
Call Waiting Options	\$5.40 (R)	\$10.00 (R)

6.6.3 Packages

	Monthly Recurring	Non- Recurring
Westel At Work Package	\$7.00	\$7.00
Westel V-Mail Works Package	\$9.00	\$9.00
Westel Premium Works Package	\$12.00	\$12.00
Feature Select	\$13.50	
Business Preferred	\$20.21	
Business Essentials		
With RACF	\$14.81	
W/O RACF	\$13.28	

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SECTION 6.0 - LOCAL SERVICES PRICE LIST (continued)

6.7 Metro Services

6.7.1 Rates and Charges

WESTEL Metro Line & Trunk Service- two way calling					
Metro Area	Specific Service Areas	Line		Trunk	Install First/ Add'l
		Line Type	Westel Rate	Westel Rate	
Dallas Tier 1	Metro Service in Midlothian, Red Oak, Combine, Crandall, Forney, Princeton, McKinney, Prosper, Aubrey, Frisco, Roanoke, Euless, Arlington, or Mansfield.	Flat	\$65.12 (I)	~	\$36.00/ \$36.00
		Hunt	\$74.88 (I)	\$102.15 (I)	\$36.00/ \$36.00
Dallas Tier 2	Metro Service in Waxahachie, Ennis, Terrell, Royce City, Greenville, Farmersville, N. Rich. Hills, Atlas W. C., Glendale W. C., or Kennedale.	Flat	\$72.99 (I)	~	\$36.00/ \$36.00
		Hunt	\$83.93 (I)	\$113.36 (I)	\$36.00/ \$36.00
Fort Worth Tier 1	Metro Service in Alvarado, Cleburne, Weatherford, Cedar Hill, Arlington or Grand Prairie.	Flat	\$65.12 (I)	~	\$36.00/ \$36.00
		Hunt	\$74.88 (I)	\$102.15 (I)	\$36.00/ \$36.00
Fort Worth Tier 2	Metro Service in Granbury,.	Flat	\$72.99 (I)	~	\$36.00/ \$36.00
		Hunt	\$83.93 (I)	\$113.36 (I)	\$36.00/ \$36.00
Houston Tier 1	Metro Service in Alvin, Smithers Lake, Richmond-Rosenberg, Cypress, Tomball or Spring	Flat	\$65.12 (I)	~	\$36.00/ \$36.00
		Hunt	\$74.88 (I)	\$102.15 (I)	\$36.00/ \$36.00
Houston Tier 2	Metro Service in Splendora, Liverpool, Valley Lodge, Waller or Pinehurst	Flat	\$72.99 (I)	~	\$36.00/ \$36.00
		Hunt	\$83.93 (I)	\$113.36 (I)	\$36.00/ \$36.00
San Antonio Tier 1	Metro Service in Seguin, Marion, New Braunfels, Pipe Creek, Medina Lake, Castroville, LaCoste, Lytle, Poteet, or Pleasanton.	Flat	\$65.12 (I)	~	\$36.00/ \$36.00
		Hunt	\$74.88 (I)	\$102.15 (I)	\$36.00/ \$36.00
San Antonio Tier 2	Metro Service in Bandera, Hondo, Devine, Christine or Campbellton.	Flat	\$72.99 (I)	~	\$36.00/ \$36.00
		Hunt	\$83.93 (I)	\$113.36 (I)	\$36.00/ \$36.00
Austin Tier 1	Metro Service in Taylor, Elgin, Bastrop or Lockhart	Flat	\$65.12 (I)	~	\$36.00/ \$36.00
		Hunt	\$74.88 (I)	\$113.50 (I)	\$36.00/ \$36.00
Austin Tier 2	Metro Service in Smithville	Flat	\$72.99 (I)	~	\$36.00/ \$36.00
		Hunt	\$83.93 (I)	\$125.95 (I)	\$36.00/ \$36.00

Issued: August 30, 2005

Effective: August 30, 2005

Issued By: Tom K. Garner, President
 9606 N. Mopac Expressway, Suite 700
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TXL0501

SECTION 6.0 - LOCAL SERVICES PRICE LIST (continued)

6.7 Metro Services

6.7.1 Rates and Charges

WESTEL Metro Line & Trunk Service - One-Way Calling into the Metro Area (additive charge)					
Metro Area	Specific Service Areas	Line		Trunk	Install First/ Add'l
		Line Type	Westel Rate	Westel Rate	
Dallas	Metro Service from Italy, Wills Point or Edgewood	~	\$27.00	\$27.00	\$13.50/ \$13.50
	Metro Service from Anna or Celina	~	\$36.00	\$36.00	\$13.50/ \$13.50
Houston	Metro Service from Cleveland, Hempstead or Prairie View (Additive)	~	\$27.00	\$27.00	\$13.50/ \$13.50
	Metro Service from Galveston, Texas City, Port Bolivar	~	\$36.00	\$36.00	\$13.50/ \$13.50
WESTEL Metro Line Service - Two-Way Calling into the Metro Area (additive charge)					
Dallas	Metro Service from Rockwall	Flat	\$42.00	~	\$13.50/ \$13.50
		Hunt	\$50.00	\$66.00	\$13.50/ \$13.50
Austin	Metro Service from Liberty Hill	Flat	\$48.00	~	\$13.50/ \$13.50
		Hunt	\$55.00	\$76.00	\$13.50/ \$13.50
WESTEL Local Plus Service - One-Way Outbound Calling to a wide area (additive charge)					
Beaumont, East Texas (Longview), Corpus Christi	Add on to Local Service	~	\$56.25 (I)	~	\$13.50/ \$13.50
Lower Rio Grande Valley	Add on to Local Service	~	\$67.05 (I)	~	\$13.50/ \$13.50
Dallas, Ft. Worth, Houston, San Antonio	Add on to Local Service	~	\$77.85 (I)	~	\$13.50/ \$13.50
	Add on to Extended Metro Service	~	\$45.00 (I)	~	\$13.50/ \$13.50

Issued: August 30, 2005

Effective: August 30, 2005

Issued By: Tom K. Garner, President
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TXL0501

SECTION 7.0 - DIRECTORY SERVICES

7.1 Directory Assistance

7.1.1 A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service.

7.1.2 A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator.

7.1.3 Rates - A charge applies per request. No call allowance applies.

Per Request:	1-NPA-555-1212	\$0.95	(T)
	1-411	\$1.95	(N)

Issued: August 30, 2005

Effective: August 30, 2005

Issued By: Tom K. Garner, President
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TXL0501

SECTION 7.0 - DIRECTORY SERVICES (continued)

7.2 Directory Listings

A single main listing is provided free of charge for each customer of record. No charge applies to nonpublished service. Additional listings are billed as follows:

	Monthly Recurring	Non- Recurring
Business Extra Listings	\$6.00	\$15.00
Residence Extra Listing	\$2.49 (I)	\$10.00
Business Alternate Listing	\$6.00	\$15.00
Residence Alternate Listing	\$2.49 (I)	\$10.00
Business Extra Line Listing	\$6.00	\$15.00
Residence Extra Line Listing	\$2.49 (I)	\$10.00
Business Foreign Listing	\$6.00	\$15.00
Residence Foreign Listing	\$2.49 (I)	\$10.00
Secretarial Listings	\$2.75	\$15.00
Business Additional Listing - Rotary Number Group ¹	\$2.45	\$15.00
Residence Additional Listing - Rotary Number Group ¹	\$2.45	\$10.00
Non-Published Exchange Service	\$1.10	N/A
Non-listed Service, each		
Primary	\$0.90	N/A
Additional	\$0.85	N/A
Residence Signature Listing	\$3.00	N/A
Residence Family Space Listing	\$6.75	\$10.00

¹ Not applicable to PBX or Centrex installations and installations assigned Multi-Line Hunt Group numbers. Subject to the operating limitations of the serving equipment. Charges for extra listings on the first number of the group are covered herein.

SECTION 8.0 - LOCAL OPERATOR SERVICES

8.1 Operator Assistance

8.1.1 Description

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call:

8.1.2 Rate, per completed call

Customer Dialed Calling Card	
Non-Automated	\$2.95
Semi-Automated	\$2.95
Fully Automated	\$1.65
Collect	
Non-Automated	\$3.95
Semi Automated	\$3.95
Fully Automated	\$2.95
Billed to a Third Number	
Non-Automated	\$4.95
Semi-Automated	\$4.95
Fully Automated	\$3.95
Sent Paid	
Non-Automated	\$3.95
Semi Automated	\$3.95
Person-to-Person Service	
Non-Automated	\$8.95
Semi Automated	\$8.95

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Issued: November 25, 2002

Effective: November 25, 2002

Issued By: **Tom K. Garner, President**
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TXL0201

SECTION 8.0 - LOCAL OPERATOR SERVICE (continued)

8.2 Busy Line Verification and Line Interrupt Service

8.2.1 General

Upon request of a calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption.

8.2.2 Rate Application

- (A) A Verification Charge will apply when (a) The operator verifies that the line is busy with a call in progress, or (b) The operator verifies that the line is available for incoming calls.
- (B) Both a Verification Charge and an Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the Customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.
- (B) No charge will apply when the calling party advises that the call is from an official public emergency agency.

8.2.3 Rates and Charges

A.	Operator Transfer	Per Transfer	(T)
		\$0.30	(N)
B.	Inward Assistance	Per Attempt	(T)
	Busy Line Verification	\$0.75 (I)	(T)
	Verification with Call Interrupt	\$1.50 (I)	(T)
	Operator Assistance	\$0.22	(N)

Issued: November 25, 2002

Effective: November 25, 2002

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TXL0201

SECTION 9.0 - MISCELLANEOUS SERVICES

9.1 Bundled Long Distance Service

Bundled Long Distance Service is offered to Customers who purchase local and long distance service from the Company in a bundled package.

For calls in excess of the call allowance in the local service bundle, the following rate applies. Calls are billed in six (6) second increments after an initial increment of thirty (30) seconds.

9.1.1 Commercial Local Bundled Package

The following long distance rates are offered if bundled with flat lines, basic business (hunting) lines, trunks or ISDN services:

	Per Minute	
TX995 One Year Term-Inbound/ Outbound	\$0.069	
TX996 Two Year Term-Inbound/ Outbound	\$0.064	
	Interstate	Intrastate
TX999, TX930	\$.049/ .059	\$.049/ .059
TX931, TX 933, TX934 Outbound/ Inbound	\$.039/ .049	\$.049/ .059

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 |
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9.1.2 Residence Local Bundled Package

A. Local Access- Main Line:

	<u>Recurring</u>	<u>Non-Recurring Install</u>
Unity Rate Centers 1-3	\$29.95	\$36.00
Unity Rate Centers 4-6	\$24.95	\$36.00

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Unity Main Line Includes: Residential Access Line, touchtone, Caller ID, Call Waiting, Call Waiting ID.

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B. Local Access- Additional Line:

	<u>Recurring</u>	<u>Non-Recurring Install</u>
Unity Rate Centers 1-3	\$24.95	\$36.00
Unity Rate Centers 4-8	\$17.95	\$36.00

Unity Additional Line includes: No calling features.

C. Long Distance

Per Minute	\$0.07
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SECTION 9.0 - MISCELLANEOUS SERVICES

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9.2 Travel Card Service

Travel Card Service offers Customers the ability to place calls while away from the home or office using a special access code and personal identification number. Calls are billed in six (6) second increments after an initial increment of thirty (30) seconds.

<u>Initial</u>	<u>Each Add'l</u>
<u>Minute</u>	<u>Minute</u>
\$0.25	\$0.20

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Material appearing on this page was previously located in Section 9, Page 1.

Issued: August 30, 2005

Effective: August 30, 2005

Issued By: Tom K. Garner, President
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TXL0501

SECTION 9.0 - MISCELLANEOUS SERVICES (continued)

9.3 Blocking Service

9.3.1 General

Blocking service is a feature that permits Customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to all Customers:

- A. 900, 700 Blocking - allows the subscriber to block all calls beginning with the 900 and 700 prefixes (i.e. 900-XXX-XXXX/700-XXX-XXXX) from being placed.
- B. 900, 971, 976 & 700 Blocking - allows the subscriber to block all calls beginning with the 900, 971, 976 and 700 prefixes from being placed.
- C. Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.
- D. Toll Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any Customer-dialed call that has a long distance charge associated with it.

Toll Restriction will not block the following types of calls: 911 (Emergency), 1 + 800 (Toll Free), and operator assisted toll calls.
- E. Toll Restriction Plus - provides subscribers with Toll Restriction, as described in l.d. of this Section, and blocking of 411 calls.
- F. Direct Inward Dialing Blocking (Third Party and Collect Call) - provides business Customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.

Issued: December 15, 2000

Effective: December 15, 2000

Issued By: **Tom K. Garner, President**
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TXL0001

SECTION 9.0 - MISCELLANEOUS SERVICES (continued)

9.3 Blocking Service (continued)

9.3.3 Rates and Charges (continued)

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(D)

- B.** Pricing for Blocking Service for a business Customer with more than 200 lines is on an individual case basis.

Issued: November 25, 2002

Effective: November 25, 2002

Issued By: **Tom K. Garner, President**
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TXL0201

SECTION 9 - MISCELLANEOUS SERVICES (continued)

9.4 Carrier Presubscription

9.4.1 General

Carrier presubscription is a procedure where a Customer designates the carrier which the Customer wants to use for intraLATA and interLATA toll calls, where available. Such calls are automatically directed to the designated carrier, without the need to dial carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an intraLATA or interLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

9.4.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance presubscription are offered where available. Availability may be limited based on the capabilities of the Customer=s serving central office:

Option A: Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.

Option B: Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.

Option C: Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.

Option D: Customer may select a carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription

Issued: December 15, 2000

Effective: December 15, 2000

Issued By: **Tom K. Garner, President**
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SECTION 9.0 - MISCELLANEOUS SERVICE (continued)

9.4 Carrier Presubscription (continued)

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9.4.2 Presubscription Options (continued)

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Option E: Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customer's primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.

Option F: Customer may select no presubscribed carrier for intraLATA toll calls, which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

Issued: November 25, 2002

Effective: November 25, 2002

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TXL0201

SECTION 9.0 - MISCELLANEOUS SERVICES (continued)

9.4 Carrier Presubscription (continued)

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9.4.3 Rules and Regulations

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Customers will retain their primary interexchange carrier until they request that their dialing arrangements be changed.

Customers may select either Options A, B, C, D or E for intraLATA presubscription. Option F allows the Customer to decline to choose an intraLATA carrier.

Customers may change their selected option or presubscribed toll carrier at any time subject to charges specified in 9.1.5.

9.4.4 Presubscription Procedures

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A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order for local exchange service. The Company will process the Customer=s order for service. All new Customer=s initial requests for intraLATA toll service presubscription will be provided free of charge.

If a new Customer is unable to select at the time it places an order for local exchange service, the Company will direct the Customer to the local telephone directory to select a carrier. Until the Customer informs the Company of its choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, and will be required to dial a carrier access code to route all toll calls.

9.4.5 Presubscription Changes

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After a Customer=s initial selection of a presubscribed toll carrier, any change in the Customer=s intraLATA or interLATA carriers will incur a PIC change charge under Section 4.4.

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Issued: November 25, 2002

Effective: November 25, 2002

Issued By: **Tom K. Garner, President**
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TXL0201

10.0 - PROMOTIONAL OFFERINGS, VOLUME AND TERM DISCOUNTS

10.1 Special Promotions

The Company may from time to time engage in special promotional service offerings of limited durations designed to attract new Customers or to increase Customer awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission, and will be included in the Company's tariff as an addendum to the Company's price lists.

10.2 Discounts

The Company may, from time to time as reflected in the price list, offer additional discounts based on line count, monthly volume, monthly revenue commitment and time-of-day.

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Issued: November 25, 2002

Effective: November 25, 2002

Issued By: **Tom K. Garner, President**
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TXL0201

11.0 - SPECIAL CONSTRUCTION OR ARRANGEMENTS

11.1 Special Charges

11.1.1 Application of Special Charges

Special charges may apply in addition to the usual service connection charges and monthly rates when unusual investment or expense will be incurred by the Company. Special charges will apply when:

- (A) conditions require or the Customer request the provision of special equipment or unusual or nonstandard methods of plant construction, installation or maintenance or a move of the Company=s facilities;
- (B) the Customer's location requires the use of costly private right-of-way; and
- (C) the proposed service is of a temporary nature, and the plant to be placed would not be useful to the Company in the general conduct of its business after that service was discontinued.

11.1.2 Customer Requirements for Special Charges

- (A) Temporary Construction - The Customer shall be charged the estimated cost of construction and removal of the plant which would not be of value to the Company, less the estimated net recovery value of the material used. The Company may require the Customer to pay the cost of construction plus the cost of removal, less salvage, for temporary construction performed in advance of permanent construction or to provide temporary service.
- (B) The Company shall retain title to all plant constructed, as specified within this tariff, provided wholly or partially at the Customer's expense.
- (C) When attachments are made to poles of other companies, instead of providing construction for which the Customer would be charged under the provisions of this section, the Customer shall pay the Company's cost for such attachments.
- (D) The Customer is required to pay the construction charges made by another telephone company providing facilities to connect with the facilities of the Company.

Issued: December 15, 2000

Effective: December 15, 2000

Issued By: **Tom K. Garner, President**
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TXL0001

11.0 - SPECIAL CONSTRUCTION OR ARRANGEMENTS (continued)

11.2 Special Construction

11.2.1 Construction on Private Property

- A. The Company will furnish an average amount of entrance and distribution facilities, provided the facilities are of the standard type normally furnished for the particular location or kind of service.
- B. If additional entrance or distribution facilities are required, or if conditions require special equipment, maintenance or methods of construction, if the installation is for a temporary purpose, or if for any other reason, the construction costs are excessive as compared with the revenue to be derived from the project, the applicant may be required to pay for costs over and above the costs applicable for a normal installation.
- C. The Customer will provide the Company upon request and without charge written permission for the placement of the Company's facilities on his property.
- D. The Customer is responsible for providing satisfactory entrance to the building and space for mounting any necessary network protection equipment.

11.2.2 Temporary Service

Where plant construction is required to provide any temporary service or facility, or where it is necessary to place temporary construction in advance of permanent construction in order to meet the Customer's requirements, the Company may require the applicant to pay the nonrecoverable costs of the temporary construction or to contract for service beyond the initial period, or both.

Issued: December 15, 2000

Effective: December 15, 2000

Issued By: **Tom K. Garner, President**
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TXL0001

11.0 - SPECIAL CONSTRUCTION OR ARRANGEMENTS (continued)

11.2 Special Construction (continued)

11.2.3 Service Provided to Movable Premises

- A.** When telephone service is provided to movable premises by means of aerial plant, the Customer shall provide a clearance pole if the Company considers it necessary. The clearance pole must comply with the Company's specifications. The Customer shall place, own and maintain the pole. However, if the Customer elects and the Company agrees, the Company will place, own and maintain the pole and bill the Customer the cost of placing the pole.
- B.** Where plant construction is required to provide any service or facility to a movable premises, and it is necessary to place temporary construction in advance of permanent construction to meet the Customer's requirements, the Company may require the applicant to pay the non-recoverable costs of the temporary construction or to contract for service beyond the initial period, or both.

Issued: December 15, 2000

Effective: December 15, 2000

Issued By: **Tom K. Garner, President**
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11.0 - SPECIAL CONSTRUCTION OR ARRANGEMENTS (continued)

11.2 Special Construction (continued)

11.2.4 Service to Residential and Commercial Developments

The construction charges, allowances and provisions previously specified in this section contemplate the extension of facilities into areas of normal growth and development. Where facilities are to be extended into new areas of residential or commercial real estate development which, in the Company's opinion, are of a promotional or speculative nature, the Company may require an advance payment equal to all or a portion of the costs of such construction, depending on the circumstances in each case. This advance payment will be payable prior to the start of construction.

- A. The Company and the developer may enter into a contractual agreement that provides for the periodic refund of portions of the deposit as Customers in the development receive telephone service, and other terms of the contract are met. The contract will specify the estimated number of telephone Customers expected to receive service within the area and the time required to complete the project (not to exceed five years). The contract will provide that the construction charge be re-computed to reflect regular tariff allowances, design changes made by the developer, damage to telephone facilities by persons other than Company employees or agents or unusual construction requirements. Periodic refunds to the developer will be adjusted accordingly.
- B. The applicant for telephone service to a development is required to provide the Company, at his own expense, the necessary easements for installation and maintenance of telephone facilities, clear the ground where facilities are to be installed according to Company specifications and request installation of telephone facilities at an appropriate time during construction of the project to avoid unnecessary costs to the Company.

Issued: December 15, 2000

Effective: December 15, 2000

Issued By: **Tom K. Garner, President**
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TXL0001

11.0 - SPECIAL CONSTRUCTION OR ARRANGEMENTS (continued)

11.2 Special Construction (continued)

11.2.5 Underground Service Connections

When a Customer requests that underground service connections be installed instead of aerial facilities which would ordinarily be used, or when aerial facilities are used to provide service, and the Customer subsequently requests that facilities be placed underground, the following regulations apply:

- A.** the Customer shall pay the cost on constructing and maintaining underground conduits which will be built according to Company specifications;
- B.** any ducts required in the underground conduit by the Company to furnish service shall be reserved for its exclusive use;
- C.** if a Customer requests that cable be installed in a trench, the trench shall be constructed and back filled under the Company's supervision at the Customer's expense;
- D.** the Company will maintain and replace cable installed in conduit where the Company has inspected and approved the conduit. The Company will repair or replace cable in conduit or trench necessitated by damage caused by the Customer or his representatives, only at the Customer's expense; and
- E.** the Company may replace existing aerial facilities with underground facilities in connection with planned projects or during its normal operations. If a Customer requests the removal and replacement of existing aerial facilities with underground facilities prior to the time of normal replacement, the Customer will be responsible for the expense incurred by the Company in making the replacement.

Issued: December 15, 2000

Effective: December 15, 2000

Issued By: **Tom K. Garner, President**
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TXL0001

11.0 - SPECIAL CONSTRUCTION OR ARRANGEMENTS (continued)

11.3 Special Service Arrangements

11.3.1 General

- A.** If a Customer's requirements cannot be met by regular service arrangements, the Company will provide, where practical, special service arrangements at charges equal to the estimated cost of furnishing such facilities. These special service arrangements will be provided if the provision of such arrangements are not detrimental to any other services furnished under the Company's tariffs.

- B.** If any type of qualifying special assembly device is subscribed to by more than three Customers, the Company shall file the offering as a general service offering in the appropriate tariff section.

Issued: December 15, 2000

Effective: December 15, 2000

Issued By: **Tom K. Garner, President**
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TXL0001

11.0 - SPECIAL CONSTRUCTION OR ARRANGEMENTS (continued)

11.3 Special Service Arrangements (continued)

11.3.2. Rates

- A.** Rates for special service arrangements are equivalent to the estimated costs of furnishing the special service arrangements.
- B.** Estimated costs, which consist of an estimate of the total cost to the Company of providing the special service arrangement, may include the following:
 - 1. cost of maintenance;
 - 2. cost of operation;
 - 3. depreciation on the estimated installed cost of any facilities used to provide the special service arrangement based on anticipated useful service life less estimated net salvage value;
 - 4. general administration expenses, including taxes on the basis of average charges for these items;
 - 5. any other item of expense associated with the particular special service arrangement; and
 - 6. an amount, computed on the estimated installed cost of the facilities used to provide the special service arrangement, for return on investment.
- C.** The estimated installed cost described above will include the costs of equipment and materials provided or used, plus estimated labor costs, including the cost of installation, engineering, supervision, transportation, rights-of-way, in addition to other items chargeable to the capital accounts.
- D.** Special service arrangement rates are subject to revision depending on changing costs.
- E.** If and when a special service arrangement becomes a tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.
- F.** The rates for special service arrangements may be monthly rental or termination agreement with or without an installation charge; or an installation charge only.

Issued: December 15, 2000

Effective: December 15, 2000

Issued By: **Tom K. Garner, President**
9606 N. Mopac Expressway, Suite 700
Austin, Texas 78759

TXL0001