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March 14, 2003

The Honorable Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge  
Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, MO 65102-0360

**FILED**<sup>3</sup>  
MAR 14 2003

Re: DAVIDSON TELECOM, LLC  
Basic Local Application  
Case No. CA-2003-0308

Missouri Public  
Service Commission

Dear Judge Roberts:

Enclosed for filing in the referenced matter please find the original and five copies of a proposed tariff for Davidson Telecom, LLC. This tariff bears a 45-day effective date.

Please contact me if you have any questions concerning this filing. Thank you.

Sincerely,

NEWMAN, COMLEY & RUTH P.C.

By:



Cathleen A. Martin  
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CAM:ab

Enclosure

cc: Office of Public Counsel  
General Counsel's Office  
John Goocher

DAVIDSON TELECOM, LLC

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO LOCAL COMMUNICATION SERVICES

WITHIN THE STATE OF MISSOURI

This tariff applies to Competitive Basic Local Exchange Service furnished by DAVIDSON TELECOM, LLC ("Company") between one or more points in the State of Missouri. This tariff applies to both facilities based and resale services for business services only. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business, 19003 Hodestone Mews Court, Davidson, North Carolina 28036.

DAVIDSON TELECOM, LLC has been classified as a competitive telecommunications company by the Missouri Public Service Commission.

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Issued: March 14, 2003

Effective: April 28, 2003

By: John A. Goocher  
SVP & CFO, Davidson Telecom, LLC  
19003 Hodestone Mews Court  
Davidson, NC 28036

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WAIVER OF RULES AND REGULATIONS

The following Rules and Regulations have been waived by the Missouri Public Service Commission for the purpose of offering telecommunications services as set forth herein:

Statutory Provisions

- 392.210.2 - Uniform System of Accounts
- 392.240(1) - Ratemaking
- 392.270 - Valuation of Property (Ratemaking)
- 392.280 - Depreciation of Accounts
- 392.290 - Issuance of Securities
- 392.300.2 - Acquisition of Stock
- 392.310 - Stock and Debt Issuance
- 392.320 - Stock and Dividend Payment
- 392.330 - Issuance of Securities
- 392.340 - Reorganization(s)

Commission Rules

- 4 CSR 240-10.020 - Depreciation Fund Income
- 4 CSR 240-30.010(2)(C) - Rate Schedules
- 4 CSR 240-30.040 - Uniform System of Accounts
- 4 CSR 240-33.030 - Inform Customers of Lowest Price

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Issued: March 14, 2003

Effective: April 28, 2003

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EXPLANATION OF SYMBOLS

In the future, a revision of a Tariff Sheet will be coded to designate the type of change from the previous revision. These symbols, which will appear in the right-hand margin of the page, would be used to signify:

- C - Change in Regulation
- D - Discontinued rate or regulation
- I - Increased rate
- M - Moved from another tariff location
- N - New rate or regulation
- R - Reduction in a rate or charge
- T - Changed in text but no change in rate or regulation

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Issued: March 14, 2003

Effective: April 28, 2003

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EXPLANATION OF TERMS

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

Alternate Routing ("AR") - Allows E911 calls to be routed to a designated alternate location if (1) all E911 exchange lines to the primary PSAP (see definition of PSAP below) are busy, or (2) the primary PSAP closes for a period (night service).

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

Attendant - An operator of a PBX console or telephone switchboard.

Automatic Location Identification ("ALI") - The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

Automatic Number Identification ("ANI") - A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

Call Initiation - The point in time when the exchange network facility are initially allocated for the establishment of a specific call.

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

Central Office - An operating office of the Company where connections are made between telephone exchange lines.

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Issued: March 14, 2003

Effective: April 28, 2003

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EXPLANATION OF TERMS (Cont'd)

Central Office Line - A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

Channel - A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

Commission - Missouri Public Service Commission.

Company - DAVIDSON TELECOM, LLC, unless otherwise clearly indicated from the context.

Customer - The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

Customer Premises Equipment ("CPE") - Equipment provided by the customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

Default Routing ("DR") - When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

Dial Pulse ("DP") - The pulse type employed by a rotary dial station set.

Direct Inward Dial ("DID") - A service attribute that routes incoming calls directly to stations, bypassing a central answer point.

Direct Outward Dial ("DOD") - A service attribute that allows individual station users to access and dial outside numbers directly.

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Issued: March 14, 2003

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EXPLANATION OF TERMS (Cont'd)

Dual Tone Multi-Frequency ("DTMF") - The pulse type employed by tone dial station sets.  
(Touch tone)

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

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

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

Exchange Access Line - A central office line furnished for direct or indirect access to the exchange system.

Exchange Service - The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

Final Account - A customer whose service has been disconnected who has outstanding charges still owed to the Company.

Flat Rate Service - The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

Handicapped Person - A person who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 #126 dated June 30, 1970).

Legally Blind - a person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.

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EXPLANATION OF TERMS (Cont'd)

Visually Handicapped - a person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.

Physically Handicapped - a person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation, or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone.

The term "Handicapped Person", when used in connection with a person having a speech or hearing impairment which requires that they communicate over telephone facilities by means other than voice is defined below:

Hearing - a person with binaural hearing impairment of 60% or higher on the basis of the procedure developed by the American Academy of Otolaryngology (A.A.O.) as set forth in "Guide for Conservation of Hearing in Noise" 38-43, A.A.O., 1973; "guides to the Evaluation of Permanent Impairment" 103-107, American Medical Association, 1971.

Speech - a person with 65% or higher of impairment on the basis of the procedure recommended by the American Medical Association's Committee on Rating of Mental and Physical Impairment to evaluate speech impairment as to three categories: audibility, intelligibility and functional efficiency, as set forth in "Guides to the Evaluation of Permanent Impairment" 109-III, American Medical Association, 1971.

Interface - That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

Interruption - The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

LATA - Local Access and Transport Area. The area within which the Company provides local and long distance ("intraLATA") service. For call to numbers outside the area ("interLATA") service is provided by long distance companies.

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Issued: March 14, 2003

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EXPLANATION OF TERMS (Cont'd)

Link - The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

Local Call - A call which, if placed by a customer over the facilities of the Company, is not rated as a tollcall.

Local Calling Area - The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

Local Service - Telephone exchange service within a local calling area.

Loop Start - Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

Loops - Segments of a line which extend from the serving central office to the originating and to the terminating point.

Message Rate Service - A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

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

Multiline Hunt - A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

On-Net - Telecommunications services which are transported exclusively over facilities installed by the Company rather than the facilities of another carrier.

Port - A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the customer. A port connects a link to the public switched network.

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Issued: March 14, 2003

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EXPLANATION OF TERMS (Cont'd)

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

Rate Center - A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

Referral Period - The time frame during which calls to a number which has been changed will be sent to a recording which will inform the caller of the new number.

Selective Routing ("SR") - A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

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

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Issued: March 14, 2003

Effective: April 28, 2003

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**APPLICATION OF TARIFF**

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Issued: March 14, 2003

Effective: April 28, 2003

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Section 1 - APPLICATION OF TARIFF

1.1 Application of Tariff

This Tariff sets forth the service offerings, rates, terms and conditions applicable to switched services provided by DAVIDSON TELECOM, LLC as follows:

The furnishing of local exchange intrastate end-user communications services to customers within the State of Missouri.

1.1.1 Service Territory

DAVIDSON TELECOM, LLC will provide service within the State of Missouri.

1.1.2 Availability

Service is available where facilities permit.

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Issued: March 14, 2003

Effective: April 28, 2003

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**GENERAL RULES AND REGULATIONS**

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Issued: March 14, 2003

Effective: April 28, 2003

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**Section 2 - GENERAL RULES AND REGULATIONS****2.1 USE OF FACILITIES AND SERVICE****2.1.1 Obligation of the Company**

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications. The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Missouri.

- 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 is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.1 Obligation of the Company (Cont'd)

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.

This tariff applies to both facilities based and resale services for business services only.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability

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

2.1.2.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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Issued: March 14, 2003

Effective: April 28, 2003

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability (Cont'd)

2.1.2.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.

2.1.2.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

2.1.2.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

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Issued: March 14, 2003

Effective: April 28, 2003

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability (Cont'd)

2.1.2.6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

2.1.2.7 The Company is not liable for any claims for loss or damages involving:

- (a) Breach in the privacy or security of communications transmitted over the Company's facilities;
- (b) Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
- (c) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
- (d) Any act or omission in connection with the provision of 911, E911 or similar services;
- (e) Any noncompletion of calls due to network busy conditions.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability (Cont'd)

2.1.2.8 The Company shall be indemnified, defended held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

- (a) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability (Cont'd)

2.1.2.8 (Cont'd)

- (b) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- (c) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- (d) Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within ninety (90) days after the date of the occurrence that gave rise to the claim.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability (Cont'd)

2.1.2.9 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

2.1.2.10 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.1.2.11 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.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.3 Use of Service

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The customer may advise its customers that a portion of its service is provided by the Company, but the customer shall not represent that the Company jointly participates with the customer in the provision of the service.

2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

2.1.5 Directory Errors

In the absence of gross negligence or willful misconduct and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.5 Directory Errors (Cont'd)

An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:

1. Free Listings: For free or no-charge published directory listings, credit shall be given at the rate of two times the monthly tariff rate for an additional or charge listing for each individual, auxiliary or party line, or PBX trunk, for the life of the directory or the charge period during which the error, mistake or omission occurs.
2. Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
3. Operator records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.

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Issued: March 14, 2003

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.5 Directory Errors (Cont'd)

4. Credit limitation: The total amount of the credit provided for the preceding paragraphs 1, 2, and 3 shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in paragraph 3, for the line or lines in question.
5. Definitions: As used in Paragraphs 1, 2, 3, and 4 above, the terms "error," "mistake" or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on an incorrect street or in an incorrect community.
6. Notice: Such allowances or credits as specified in Paragraphs 1, 2, and 3 above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

2.1.6 Blocking of Service

The Company's facilities can not be used to originate calls to other telephone company or Information Provider caller-paid information services.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.2 MINIMUM PERIOD OF SERVICE

The minimum period of service is one month except as otherwise provided in this Tariff. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICES RENDERED

2.3.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all local and toll calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge.

2.3.2 Deposits

Subject to special provisions as may be set forth below and in Sections 2.9 and 2.10 of this Tariff, any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated local service and intraLATA toll charges for up to two months for the facilities and service. If the minimum period of service for the requested facilities and service is more than one month, as specified in this Tariff, the customer may also be required to deposit a sum up to an amount equal to the total charges for service for the minimum service period less any connection charge paid by the customer.

The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to customer deposits.

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Issued: March 14, 2003

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICES RENDERED (Cont'd)

2.3.2 Deposits (Cont'd)

a. Interest on Deposits

Simple interest at the Prime Rate as published in the Wall Street Journal on January 1<sup>st</sup> of each year shall be credited to the customer while the Company holds the deposit. Interest shall be calculated as the number of days the deposit is held by the Company during a given year divided by 360 times the applicable Prime Rate for that year.

b. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the customer shall be required to pay an additional deposit upon request.

c. Return of Deposit

When a deposit is to be returned, the customer may request that the full amount of the deposit be issued by check. If the customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the customer by check.

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Issued: March 14, 2003

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICES RENDERED (Cont'd)

2.3.3 Payment of Charges

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. If objection is not received by the Company within the applicable statute of limitations, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the overpayment is received by the Company.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if a notice of a dispute as to charges is not received by the Company in writing within the applicable statute of limitations.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICES RENDERED (Cont'd)

2.3.4 Return Check Charge

When a check which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge of \$25.00.

2.3.5 Late Payment Charges

- a. Customer bills for telephone service are due on the due date specified on the bill, which will be a minimum of 21 days from the date the bill is mailed. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges. Unregulated and 900-related charges are not subject to late payment charges.
- b. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- c. Late payment charges do not apply to final accounts.
- d. Late payment charges do not apply to government agencies of the State of Missouri. These agencies are required to make payment in accordance with applicable state law.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICES RENDERED (Cont'd)

2.3.6 Customer Overpayments

The Company will provide interest on customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the customer deposit interest rate or the Company's applicable Late Payment Charge.

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by the Company.

2.4 INSTALLATION SERVICE

The Company provides a Half-Day Installation Plan, which offers customers half-day appointments (i.e., morning/afternoon or a rolling interval) for connection of Commission regulated service involving a customer premise visit.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.5 ACCESS TO CUSTOMER'S PREMISES

The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.6 TELEPHONE TAXES

2.6.1 General

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various taxes may apply to the customer's monthly billing statement. The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, and taxes (however designated) (including without limitation sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of Network Services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision. The Company will itemize taxes as separate line items. Surcharges or billing line items other than taxes and jurisdictional franchise fees must be authorized in tariffs approved by the Commission.

2.7 [RESERVED FOR FUTURE USE]

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE

2.8.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the customer will be billed a Connection Charge as well as any payment due and any applicable deposits upon reconnection.

- a. Termination shall not be made until at least 20 days after written notification has been mailed to the billing address of the customer.
- b. Suspension will not be made until at least 8 days after written notification has been mailed to the customer.

Telephone service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

Company has a Call Center, through which Customers can reach Company's Customer Service Department 24 hours a day, seven days a week for assistance with all products or billing inquiries, changes or additions to their accounts, trouble reports or service complaints. Customers needing new service orders will be routed to a sales representative. Company's toll-free telephone number is 1-800-560-5346.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.2 Exceptions to Suspension and Termination

Telephone service shall not be suspended or terminated for:

- a. Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;
- b. Nonpayment of unregulated or 900-related charges;
- c. Nonpayment for service for which a bill has not been rendered;
- d. Nonpayment of any billed charge [not subject to Commission jurisdiction] which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures shall be in accordance with the Commission's Rules and Regulations.

Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so.

- e. Nonpayment of back-billed amounts as outlined in Section 2.11.12.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.3 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- a. The Company has verified, in a manner approved by the Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- b. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the opening of business on that day.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment

a. General

The Company, after notice in writing to the customer and after having given the customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the customer satisfies the indebtedness within 20 days after written notification. See Section 2.10.7 regarding Deferred Payment Agreements.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment (Cont'd)

b. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;
4. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
6. Permitting fraudulent use.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment (Cont'd)

c. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.
2. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:
  - a. No charge shall apply for the period during which service had been terminated, and
  - b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment (Cont'd)

d. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the customer may require termination of a customer's service until such time as new arrangements can be made. No charges will be assessed the customer while service is terminated, and no connection charges will apply when the service is restored.

2.8.5 Emergency Termination of Service

The Company will immediately terminate the service of any customer

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Issued: March 14, 2003

Effective: April 28, 2003

By: John A. Goocher  
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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.9 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

2.9.1 Application of Rates

- a. Business rates as described in this Tariff apply to service furnished:
  - 1. In office buildings, stores, factories and all other places of a business nature;
  - 2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
  - 3. At any location when the listing or public advertising indicates a business or a profession;
  - 4. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
  - 5. At any location where the customer resells or shares exchange service;
- b. Public Access Line service is classified as business service regardless of the location.
- c. The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.

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Issued: March 14, 2003

Effective: April 28, 2003

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.9 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS (Cont'd)

2.9.2 Telephone Number Changes

When a business customer requests a telephone number change, the referral period for the disconnected number is 30 days.

The Company reserves all rights to the telephone numbers assigned to any customer. The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 12 of this Tariff.

When service in an existing location is continued for a new customer, the existing telephone number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

2.9.3 Deposits

Deposits will be returned to a business customer upon cancellation of service or after one year, whichever event occurs first, unless the customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the customer.

2.9.4 Dishonored Checks

If a business customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

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Issued: March 14, 2003

Effective: April 28, 2003

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.10 RESERVED FOR FUTURE USE

2.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff.

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Issued: March 14, 2003

Effective: April 28, 2003

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.11.1 Credit for Interruptions

- a. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- b. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- c. A credit allowance will be given, upon request of the customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:
  - i. If interruption continues for less than 24 hours:
    - a. 1/30th of the monthly rate if it is the first interruption in the same billing period.
    - b. 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.

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Issued: March 14, 2003

Effective: April 28, 2003

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**Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)****2.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)****2.11.1 Credit for Interruptions (Cont'd)**

- ii. if interruption continues for more than 24 hours:
  - a) if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.
  - b) for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

**d. Credit to Customer**

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

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Issued: March 14, 2003

Effective: April 28, 2003

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.11.1 Credit for Interruptions (Cont'd)

e. "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power.

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Issued: March 14, 2003

Effective: April 28, 2003

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.11 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)

2.11.2 Limitations on Credit Allowances

No credit allowance will be made for:

- a. interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
- b. interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;
- c. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- d. interruptions of service 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;
- e. interruptions of service due to circumstances or causes beyond the control of the Company.

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Issued: March 14, 2003

Effective: April 28, 2003

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.12 AUTOMATIC NUMBER IDENTIFICATION

2.12.1 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- a. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- b. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- c. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

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Issued: March 14, 2003

Effective: April 28, 2003

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.12 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)

2.12.1 Regulations (Cont'd)

- d. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- e. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

2.12.2 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings.

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Issued: March 14, 2003

Effective: April 28, 2003

By: John A. Goocher  
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**CONNECTION CHARGES**

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Issued: March 14, 2003

Effective: April 28, 2003

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**Section 3 - CONNECTION CHARGES****3.1 CONNECTION CHARGE****3.1.1 General**

The Connection Charge is a nonrecurring charge which applies to 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. Connection Charges are listed with each service to which they apply.

The connection Charge is comprised of two charges:

- a. Service Order;
- b. Premises Visit

Both charges may not be applicable in all cases.

The general application of these charges is as follows:

- a. A Service Order charge applies per customer order for all work or service ordered to be provided at one time, on the same premises, for the same customer. The charge recovers the cost of receiving, recording, and processing a customer's request for service.
- b. A Premises Visit charge applies per customer order when the company must dispatch an employee to complete a customer-requested installation or service charge. Only one charge applies per customer order.

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Issued: March 14, 2003

Effective: April 28, 2003

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Section 3 - CONNECTION CHARGES (Cont'd)

3.1 CONNECTION CHARGE (Cont'd)

3.1.2 Exceptions to the Charge

- a. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.
- b. [RESERVED FOR FUTURE USE]
- c. The Company may from time to time waive or reduce the charge as part of a promotion. See Section 5.4, Service and Promotional Trials.

3.2 RESTORAL CHARGE

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

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Issued: March 14, 2003

Effective: April 28, 2003

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Section 3 - CONNECTION CHARGES (Cont'd)

3.3 MOVES, ADDS AND CHANGES

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

- Move:           The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.
- Add:            The addition of a vertical service to existing equipment and/or service at one location.
- Change:         Including rearrangement or reclassification - of existing service at the same location.

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Issued: March 14, 2003

Effective: April 28, 2003

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Section 3 - CONNECTION CHARGES (Cont'd)

3.4 RECORD ORDER CHARGE

A Record Order Charge applies for work performed by the Company in connection with receiving, recording, and processing customer requests for the following.

- a. addition of directory listings
- b. change in listed name
- c. change of address
- d. change of billing party
- e. change in listed service to non-published service, not involving a change of telephone number.

A Record Order Charge does not apply when a Service Order charge also applies.

3.5 CHARGES ASSOCIATED WITH PREMISES VISIT

3.5.1 Terms and Conditions

The customer may request an estimate or a firm bid before ordering wire installation work to be done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested.

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Issued: March 14, 2003

Effective: April 28, 2003

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Section 3 - CONNECTION CHARGES (Cont'd)

3.5 CHARGES ASSOCIATED WITH PREMISES VISIT (Cont'd)

3.5.1 Terms and Conditions (Cont'd)

Inside Wire charges apply per service call when billable premises work is performed on noncomplex premises wire and jacks. Such charges are due and payable when billed.

Noncomplex wire, jacks and materials include:

- 2 to 6 pair inside wire
- Faceplates
- RJ11C, RJ14C, RJ11W and RJ14W type station jacks
- Staples, screws, nail, tape, connectors, etc.

3.5.2 Trouble Isolation Charge

When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

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Issued: March 14, 2003

Effective: April 28, 2003

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Section 3 - CONNECTION CHARGES (Cont'd)

3.5 CHARGES ASSOCIATED WITH PREMISES VISIT (Cont'd)

3.5.3 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

Charge to be billed will be based on the actual time and materials charges incurred when a customer requests new wire and jack installation or requests existing wire and jack moves, changes, removals, rearrangements, replacements or pre-wiring.

b. Inside Wire Maintenance Charge

The Inside Wire Maintenance Charge applies when a customer requests wire and jack maintenance. Charge to be billed will be based on the actual time and materials charges incurred when a customer requests maintenance of wiring.

3.6 PRIMARY INTEREXCHANGE CARRIER (PIC) 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.

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Issued: March 14, 2003

Effective: April 28, 2003

By: John A. Goocher  
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**PUBLIC ACCESS LINE SERVICE**

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Issued: March 14, 2003

Effective: April 28, 2003

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**Section 4 – PUBLIC ACCESS LINE SERVICE****4.1 GENERAL**

4.1.1 Public Access Line Service provides a single, analog, voice-grade telephonic communications channel that can be used to connect a pay telephone to the Company's switching equipment. Public Access Line service is one-party exchange service for use by pay telephone providers, location owners and interexchange carriers and is furnished solely for connection with coin, coinless, or combination coin/coinless pay telephone equipment to the Telephone Company's network.

**4.1.2 Public Access Line Service:**

- a. Is available in all exchanges of the Company; foreign exchange service is not available to these lines.
- b. Provides for one listing in the white pages and one listing in the yellow pages of the Telephone Company directory for each Pay Telephone Line furnished. However, Non-published Number Service or Non-Listed Number Service at no charge are also available to Public Access Line customers.
- c. Only one coin-operated or coinless public access telephone unit may be connected to each Public Access Line.
- d. Will be provided on a dial-tone-first basis to enable end users to dial certain calls without requiring coin deposits, i.e., all emergency calls, telecommunications relay service calls, and non-sent paid calls.
- e. Service will be provided on a two-way basis, except lines for which a specific exemption has been granted by the Missouri Public Service Commission.
- f. The pay telephone provider is responsible for meeting all federal, state and local statutes with respect to provision of pay telephones in accordance with all hearing impaired and handicapped person requirements.

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Issued: March 14, 2003

Effective: April 28, 2003

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Section 4 – PUBLIC ACCESS LINE SERVICE (Cont'd)

4.1 GENERAL (Cont'd)

4.1.2 Public Access Line Service: (Cont'd)

- g. Temporary suspension of service (vacation service) is not available for Pay Telephone Line Service.
- h. Pay telephones connected to a Pay Telephone Line must be registered in compliance with Part 68 of the FCC's Rules and Regulations.
- i. Each pay telephone connected to a Pay Telephone Line must be capable of providing user call completion to 911 Universal Emergency Service, if available. If 911 service is not available, the pay telephone must permit access to the operator.
- j. Failure of the subscriber to comply with the provisions of this Tariff may result in the suspension or disconnection of the subscriber's service.

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Issued: March 14, 2003

Effective: April 28, 2003

By: John A. Goocher  
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**SUPPLEMENTAL SERVICES**

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Issued: March 14, 2003

Effective: April 28, 2003

By: John A. Goocher  
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Section 5 - SUPPLEMENTAL SERVICES

5.1 OPTIONAL CALLING SERVICE

5.1.1 General

The features in this section are made available monthly, by subscription, on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service.

5.1.2 Description of Features

a. 3-Way Calling

3-Way Calling allows a customer to add a third party to an existing call and form a three-way call.

b. Call Forwarding

Call Forwarding features, when activated, redirect attempted terminating calls to another customer-specified line.

The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the customer with the Call Forwarding feature is billed for the forwarded leg of the call.

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Issued: March 14, 2003

Effective: April 28, 2003

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Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

5.1 OPTIONAL CALLING SERVICE (Cont'd)

5.1.2 Description of Features (Cont'd)

b. Call Forwarding (Cont'd)

Call Forwarding Busy automatically reroutes an incoming call to a customer predesignated number when the called number is busy. The feature is always activated on the subscriber's line. A service order is required to change the forward-to number.

Call Forwarding Don't Answer automatically reroutes an incoming call to a customer predesignated number when the called number does not answer within a fixed period. The feature is always activated on the subscriber's line. A service order is required to change the forward-to number.

Call Forwarding Variable allows the customer to choose to reroute incoming calls to another specified telephone number. The customer activates and deactivates this feature, and selects the forward-to number for each activation.

Remote Access to Call Forwarding Variable allows the subscriber to activate and deactivate Call Forwarding Variable from a telephone other than the one to which Call Forwarding Variable is assigned. A pre-assigned PIN provides the subscriber with security for activating and de-activating the feature.

Call Forwarding Fixed automatically re-routes an incoming call to a pre-designated number when Call Forwarding is activated by the user.

c. Call Waiting/Cancel Call Waiting

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 will also permit the customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the customer disconnects from the call.

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Issued: March 14, 2003

Effective: April 28, 2003

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Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

5.1 OPTIONAL CALLING SERVICE (Cont'd)

5.1.2 Description of Features (Cont'd)

d. Distinctive Ringing

This feature enables a user to determine the source of an incoming call from a distinctive ring

e. Multiline Hunting

Hunt Group

Hunting is used to search for an idle line within a pre-defined multi-line hunt group. Each line in the multi-line hunt group is assigned a member number used for hunting.

Regular (sequential) Hunting searches for an idle line beginning with the dialed member and continuing by increasing member number to the highest member number. If no idle line is found, a busy signal is returned.

Circular Hunting searches for an idle line beginning with the dialed member and continuing by increasing member number to the highest member number. If no idle line is found, hunting continues from lowest member number up to the member before the dialed number. If no idle line is found, a busy signal is returned.

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Issued: March 14, 2003

Effective: April 28, 2003

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Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

5.1 OPTIONAL CALLING SERVICE (Cont'd)

5.1.2 Description of Features (Cont'd)

f. Speed Calling

Speed Calling allows the subscriber to create and maintain a personal list of phone numbers, each of which can be dialed by entering one or two subscriber-specified digits.

Speed Calling 8 provides for a Speed Calling list of up to eight numbers, each dialed by one digit.

Speed Calling 30 provides for a Speed Calling list of up to 30 numbers, each dialed by two digits.

g. Call Hold

Call Hold allows the subscriber to put an in-progress call on hold, place a second call and conduct a private conversation that the first caller can't hear, disconnect from the second call, then return to the original call.

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Issued: March 14, 2003

Effective: April 28, 2003

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Section 5 – SUPPLEMENTAL SERVICES (Cont'd)

5.1 OPTIONAL CALLING SERVICE (Cont'd)

5.1.2 Description of Features (Cont'd)

h. Call Transfer

Call Transfer allows the subscriber to transfer an in-progress call to another line.

i. Hot Line

A Hot Line Circuit automatically connects to a pre-determined number when the hot line phone goes off the hook.

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Issued: March 14, 2003

Effective: April 28, 2003

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Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

5.1 OPTIONAL CALLING SERVICE (Cont'd)

5.1.3 Rates and Charges

a. Monthly Rates

Rates for this service are located in Section 12.

b. Connection Charges (Nonrecurring Charges)

Connection charges may apply when a customer requests connection to one or more custom calling features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises.

See Rate Schedule in Section 12 of this tariff.

c. Trial Period

The Company may elect to offer a free or reduced rate trial of any new custom calling feature(s) to prospective customers within 90 days of the establishment of the new feature. See 5.4, Service and Promotional Trials, below.

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Issued: March 14, 2003

Effective: April 28, 2003

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Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

5.2 ADVANCED CUSTOM CALLING SERVICES

5.2.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all Advanced Custom Calling Services. Transmission levels may not be sufficient in all cases.

5.2.2 Description of Features

a. Caller ID Name and Number

Caller ID Name and Number automatically displays a caller's name and number, if available, on the user's station set display.

This feature enables the customer to view on a display unit the Calling Party Directory Name and/or Number (CPN) on incoming telephone calls. When a Caller ID is activated on a customer's line, the CPN of incoming calls are displayed at the called CPE during the first, long silent interval of the ringing cycle.

Per line blocking for the blocking of CPN will be available upon request, at no charge, only to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers, where an executive officer of the agency registers a need for blocking and provides the required certification to the Company: a) private, nonprofit, tax exempt, domestic violence intervention agencies and b) federal, state, and local law enforcement agencies. The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but can be deactivated by the customer by dialing an access code immediately prior to placing a call. Line blocking customers can unblock their CPN information on a per call basis, at no charge, by dialing an access code (\*82 on their touch tone pad or 1182 from a rotary phone) immediately prior to placing a call.

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Issued: March 14, 2003

Effective: April 28, 2003

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Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

5.2 ADVANCED CUSTOM CALLING SERVICES (Cont'd)

5.2.2 Description of Features (Cont'd)

a. Caller ID Name and Number (Cont'd)

A customer may prevent the delivery of their calling name and/or number to the called party by dialing an access code (\*67 on their touch tone pad or 1167 from a rotary phone) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking, the CPN will not be transmitted across the line to the called party. Instead, Calling Line Identification customers will receive an anonymous indicator. This anonymous indicator notifies the Caller ID customer that the calling party has elected to block the delivery of their name and telephone number. The blocking of CPN will not be provided on calls originating from Customer Owned Pay Telephones. If the Caller ID customer also subscribes to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising the caller that the called party will not accept calls whose CPN has been blocked.

Any customer subscribing to Caller ID will be responsible for the provision of a display device which will be located on the customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the customer. The Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator handled calls.

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Issued: March 14, 2003

Effective: April 28, 2003

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**Section 5 - SUPPLEMENTAL SERVICES (Cont'd)****5.2 ADVANCED CUSTOM CALLING SERVICES (Cont'd)****5.2.2 Description of Features (Cont'd)****b. Automatic Callback**

The Automatic Callback feature allows a customer to automatically Callback the last number dialed. This is accomplished by the customer activating a code. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then Callbacks the call for the customer.

The Automatic Callback feature also allows customers, having reached a busy number, to dial a code before hanging up. Automatic Callback 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 called back and the customer is notified of the connected call via a distinctive ring.

The following types of calls cannot be Automatically Called back:

- Calls to toll-free Service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

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Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

5.2 ADVANCED CUSTOM CALLING SERVICES (Cont'd)

5.2.2 Description of Features (Cont'd)

c. Automatic Recall

The Automatic Recall stores the number of the most recent incoming call (including unanswered incoming calls) to a customer's number. This allows a customer to dial back any missed or unanswered telephone calls.

d. Selective Call Rejection

Selective Call Rejection allows a user to designate telephone numbers from which calls will not be accepted.

e. Caller ID Number Only

Caller ID Number automatically displays a caller's number, if available, on the user's station set display.

f. Caller ID Name Only

Caller ID Name automatically displays a caller's name, if available, on the user's analog station set display.

g. Call Trace

The Company's call trace capability is not available on a per call basis. If a customer wishes to have this capability he/she must subscribe to the Company's Call Trace Service. Charges for this service are listed in Section 12.

A customer who subscribes to the Company's Call Trace Service and wishes to attempt a Call Trace must immediately after the threatening or harassing call press \*57, and hold the line. A recording will inform the customer if the trace was successful, and how to proceed by contacting their local law enforcement agency. Under no circumstances will the customer be provided the calling number.

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Issued: March 14, 2003

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**Section 5 - SUPPLEMENTAL SERVICES (Cont'd)****5.2 ADVANCED CUSTOM CALLING SERVICES (Cont'd)****5.2.2 Description of Features (Cont'd)****h. Anonymous Call Rejection**

Anonymous Call Rejection automatically routes incoming calls that are intentionally marked private to an announcement that such calls are not accepted. The user is not alerted to the incoming call. Calls with numbers or names that are unavailable due to network restrictions or other similar reasons complete normally.

The user can activate and deactivate Anonymous Call Rejection with dialed codes.

Anonymous Call Rejection is included with all Caller ID features. Lines without a Caller ID feature can subscribe to Anonymous Call Rejection as an individual feature.

**i. Feature Package 1**

The Feature Package 1 includes: Call Forwarding, Remote Access to Call Forwarding, Three-Way Calling, and ONE of the following: Anonymous Call Rejection, Auto Redial, Call Blocker, Call Return, Call Waiting, Distinctive Ring, Selective Call Forwarding, Speed Calling 8 or Speed Calling 30.

**j. Feature Package 2**

The Feature Package 2 includes: Caller ID Name, Caller ID Number, Call Forwarding, Remote Access to Call Forwarding, Three-Way Calling, Auto Redial, Call Return, and Call Waiting.

**k. All Call Privacy permanently blocks delivery of a subscriber's number and name on outgoing calls.**

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Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

5.2 ADVANCED CUSTOM CALLING SERVICES (Cont'd)

5.2.3 Rates and Charges

a. Monthly Rates

Rates for this service are located in Section 12, Business Network Switched Service.

b. Connection Charges (Nonrecurring Charges)

Connection charges may apply when a customer requests connection to one or more features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises.

See Rate Schedule in Section 12 of this Tariff.

c. Trial Period

The Company may elect to offer a free or reduced rate trial of any new Advanced Custom Calling feature(s) to prospective customers within 90 days of the establishment of the new feature. See 5.4, Service and Promotional Trials, below.

5.3 RESERVED FOR FUTURE USE

5.4 RESERVED FOR FUTURE USE

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Effective: April 28, 2003

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Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

5.5 BUSY VERIFICATION AND INTERRUPT SERVICE

5.5.1 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.

5.5.2 Rate Application

a. A Verification Charge will apply when:

1. The operator verifies that the line is busy with a call in progress,
- Or
2. The operator verifies that the line is available for incoming calls.

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Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

5.5 BUSY VERIFICATION AND INTERRUPT SERVICE (Cont'd)

5.5.2 Rate Application (Cont'd)

- 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.

See Rate Schedule in Section 12 of this tariff.

- c. No charge will apply when the calling party advises that the call is from an official public emergency agency.

5.6 RESERVED FOR FUTURE USE.

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Effective: April 28, 2003

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Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

5.7 DIRECTORY ASSISTANCE SERVICE

5.7.1 General

A customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

5.7.2 Regulations

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

- a. Calls from pay telephones.
- b. Requests for telephone numbers of non-published service.
- c. Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company of the error in order to receive credit.

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Section 5 - SUPPLEMENTAL SERVICES (Cont'd)

5.7 DIRECTORY ASSISTANCE SERVICE (Cont'd)

5.7.2 Regulations (Cont'd)

- d. Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory. Individuals must be certified in accordance with the terms outlined in Section 7.4, Discounted Service for the Hearing or Speech Impaired Customer, up to a maximum of 50 requests per month.
- e. Requests from patients in hospitals, skilled nursing homes and convalescent homes which have been properly licensed by the State of Missouri and which have as their predominant undertaking the surgical, medical and nursing care of the sick and disabled. Such hospitals, skilled nursing homes and convalescent homes shall provide to Company proof of non-profit status as granted by the IRS.

5.7.3 Rates

Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator:

See Rate Schedule in Section 12 of this tariff.

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