

Navigator Telecommunications, LLC.

Alabama Tariff No. 2  
Introduction  
Second Revised Sheet 1  
Cancels First Revised Sheet 1

---

**TITLE SHEET**

**Alabama Intrastate Interexchange Telecommunications Services**

**Navigator Telecommunications, LLC.**

**TARIFF NO. 2**

This tariff contains the description, regulations, and rates applicable to the furnishing of services and facilities for intrastate interexchange telecommunications services provided by Navigator Telecommunications, LLC. with principal offices at 8525 Riverwood Park Drive, North Little Rock, AR 72113. This tariff is on file with the Alabama Public Service Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

The Company's telephone numbers are: 1-888-662-8835 Residential Customer Care (T)  
1-888-562-8835 Repairs (T)  
1-877-628-0035 Business Customer Care (T)  
1-800-238-9716 Coin Customer Care (T)

---

Issued: December 9, 2005

Effective: December 12, 2005

Issued by: Louis F. McAlister, Jr., President  
Navigator Telecommunications, LLC.  
8525 Riverwood Park Drive  
North Little Rock, AR 72113

**CHECK SHEET**

The Title Page and pages listed below of this tariff are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>
Introduction 1	Second Revised *	Section 5, Sheet 1	Original
Introduction 2	Third Revised *		
Introduction 3	First Revised		
Introduction 4	First Revised		
Introduction 5	Original		
Introduction 6	Original		
Introduction 7	Original		
Introduction 8	Original		
Introduction 9	Original		
Section 1, Sheet 1	Original		
Section 1, Sheet 2	Original		
Section 1, Sheet 3	Original		
Section 1, Sheet 4	Original		
Section 1, Sheet 5	Original		
Section 1, Sheet 6	Original		
Section 1, Sheet 7	First Revised *		
Section 1, Sheet 8	Second Revised *		
Section 1, Sheet 9	Original		
Section 2, Sheet 1	Original		
Section 2, Sheet 2	Original		
Section 2, Sheet 3	Original		
Section 2, Sheet 4	Original		
Section 2, Sheet 5	Original		
Section 2, Sheet 6	Original		
Section 2, Sheet 7	Second Revised *		
Section 2, Sheet 8	Third Revised *		
Section 2, Sheet 9	Third Revised *		
Section 2, Sheet 10	Original		
Section 2, Sheet 11	Second Revised *		
Section 2, Sheet 12	First Revised		
Section 2, Sheet 13	Second Revised		
Section 3, Sheet 1	First Revised		
Section 4, Sheet 1	Original		

Issued: December 9, 2005

Effective: December 12, 2005

Issued by:

Louis F. McAlister, Jr., President  
 Navigator Telecommunications, LLC.  
 8525 Riverwood Park Drive  
 North Little Rock, AR 72113-0860

---

**TABLE OF CONTENTS**

**INTRODUCTION**

Title Sheet.....1  
Check Sheet .....2  
Table of Contents.....3  
Symbols.....5  
Tariff Format.....6  
Technical Terms and Abbreviations .....7

**SECTION 1 - RULES AND REGULATIONS**

1.1 Undertaking of the Company.....1  
1.2 Limitations on Service .....1  
1.3 Use of Service .....2  
1.4 Limitation of Liability.....2  
1.5 Interruption of Service .....3  
1.6 Restoration of Service.....3  
1.7 Customer Responsibility.....4  
    1.7.1 General .....4  
    1.7.2 Maintenance, Testing, and Adjustment .....5  
    1.7.3 Deposits.....5  
    1.7.4 Credit Allowance .....6  
    1.7.5 Cancellation by Customer.....7  
    1.7.6 Payment and Charges for Service.....7  
    1.7.7 Application of Charges .....8  
    1.7.8 Customer Complaint Procedure .....8  
    1.7.9 Repair Issues .....8 (N)  
1.8 Company Responsibility.....8  
    1.8.1 Calculation of Credit Allowance .....8  
    1.8.2 Cancellation of Credit .....9  
    1.8.3 Disconnection of Service by Company.....9

---

Issued: July 27, 2005  
Issued by:

Louis F. McAlister, Jr., President  
Navigator Telecommunications, LLC.  
8525 Riverwood Park Drive  
North Little Rock, AR 72113

Effective: July 29, 2005

---

**TABLE OF CONTENTS, CONT.**

**SECTION 2 - SERVICES AND RATES**

2.1 Timing of Calls .....1

2.2 Start of Billing.....1

2.3 Interconnection .....1

2.4 Terminal Equipment .....2

2.5 Calculation of Distance .....2

2.6 Minimum Call Completion Rate.....2

2.7 Special Promotions .....2

2.8 Service Offerings .....3

    2.8.1 General .....3

    2.8.2 Timing of Calls .....4

    2.8.3 Rate Periods .....5

    2.8.4 Outbound Long Distance Service .....6

    2.8.5 Inbound Toll-Free Number Service .....8

    2.8.6 Travel Service .....9

    2.8.7 Dedicated Access Long Distance Service.....10

2.9 Directory Assistance .....13

2.10 Late Payment Penalty .....13

2.11 Dishonored Check Charge .....13

**SECTION 3 - MISCELLANEOUS SERVICES AND RATES**

3.1 Reserved For Future Use .....1 (C)

**SECTION 4 -PROMOTIONS**

4.1 General .....1

**SECTION 5 - CONTRACT SERVICES**

5.1 General .....1

---

Issued: July 25, 2002  
Issued by:

Louis F. McAlister, Jr., President  
Navigator Telecommunications, LLC.  
8525 Riverwood Park Drive  
North Little Rock, AR 72113-0860

Effective: August 26, 2002

(T)

### **SYMBOLS**

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

- C** - To Signify Change in Regulation
- D** - To Signify Change in Rate or Regulation
- I** - To Signify Rate Increase
- M** - To Signify Text Moved From Another Tariff Location
- N** - To Signify New Rate or Regulation
- R** - To Signify Rate Reduction
- T** - To Signify Change in Text, But No Change in Rate or Regulation

---

Issued: December 30, 1999

Effective: February 10, 2000

Issued by: Louis F. McAlister, Jr., President & CEO  
Navigator Telecommunications, LLC.  
212 Center Street, Suite 500  
Little Rock, AR 72201

---

**TARIFF FORMAT**

- A. **Sheet Numbering** - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4<sup>th</sup> Revised Sheet 14 cancels 3<sup>rd</sup> Revised Sheet 14.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i).(1)
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current sheet on file with the Commission.

---

## TECHNICAL TERMS AND ABBREVIATIONS

**Application for Service** - A standard order form that includes all pertinent billing, technical, and other descriptive information that will enable the Company to provide the communication service as required.

**Authorized User** - A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

**Cancellation of Order** - A customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

**Carrier** – Navigator Telecommunications, LLC. (“Navigator”), unless specifically stated otherwise.

**Commission** – Alabama Public Service Commission.

**Company** – Navigator Telecommunications, LLC. (“Navigator”), also referred to as "Carrier."

**Completed Calls** - Completed calls are calls answered on the distance end.

**Customer** - The person, firm, corporation, or other entity which orders or uses service and is responsible by law for payment for communication service from the telephone utility.

**Customer Provided Equipment** - Terminal equipment provided by a customer.

**Day Rate Period** - 8:00 a.m. to 4:59 p.m., Monday through Friday.

---

Issued: December 30, 1999

Effective: February 10, 2000

Issued by: Louis F. McAlister, Jr., President & CEO  
Navigator Telecommunications, LLC.  
212 Center Street, Suite 500  
Little Rock, AR 72201

---

**TECHNICAL TERMS AND ABBREVIATIONS, CONT.**

**Disconnection** - The disabling of circuitry preventing outgoing and incoming toll communication service provided by Company.

**Delinquent Date** - The last day for payment without unpaid amounts being subject to a late payment charge.

**Evening Rate Period** - 5:00 p.m. to 10:59 p.m., Sunday through Friday.

**Holidays** - Company's recognized holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**Message** - A completed telephone call by a customer or user.

**Navigator** - Used throughout this tariff to refer to Navigator Telecommunications, LLC.

**Night/Weekend Rate Period** - 11:00 p.m. to 7:59 a.m., every day; 8:00 a.m. to 10:59 p.m. Saturday; and 8:00 a.m. to 4:59 p.m. Sunday.

**Normal Business Hours** - 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

**Premises** - The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right-of-way or a natural barrier.

**Terminal Equipment** - All telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system of the telephone utility.

---

Issued: December 30, 1999

Effective: February 10, 2000

Issued by: Louis F. McAlister, Jr., President & CEO  
Navigator Telecommunications, LLC.  
212 Center Street, Suite 500  
Little Rock, AR 72201

---

**TECHNICAL TERMS AND ABBREVIATIONS, CONT.**

**LATA** - Local Access Transport Area

**LDA** - Local Distribution Area

**LEC** - Local Exchange Carrier

**MTS** - Message Toll Service

**PBX** - Private Branch Exchange

**SAL** - Special Access Line

**V&H** - Vertical and Horizontal

---

Issued: December 30, 1999

Effective: February 10, 2000

Issued by: Louis F. McAlister, Jr., President & CEO  
Navigator Telecommunications, LLC.  
212 Center Street, Suite 500  
Little Rock, AR 72201

## **SECTION 1 - RULES AND REGULATIONS**

### **1.1 Undertaking of the Company**

Navigator provides intrastate interexchange telecommunications service to customers for their direct transmission of voice, data, and other types of telecommunications.

Communications originate when the customer accesses Company directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. Company may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company network. The customer shall be responsible for all charges due for such service arrangements.

The Company's services are provided on a monthly basis (30 days) and are available twenty-four (24) hours per day, seven (7) days per week.

### **1.2 Limitations on Service**

1.2.1 Service offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.

1.2.2 Company reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.

1.2.3 Title to any equipment provided by Company under these regulations remains with Company. Prior written permission from the company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any assignee or transferee.

1.2.4 Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.

1.2.5 Company reserves the right to discontinue service, limit service, or to impose requirements on customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by Navigator in its reasonable judgment.

---

Issued: December 30, 1999

Effective: February 10, 2000

Issued by: Louis F. McAlister, Jr., President & CEO  
Navigator Telecommunications, LLC.  
212 Center Street, Suite 500  
Little Rock, AR 72201

**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.3 Use of Service**

Service may not be used for any unlawful purposes.

**1.4 Limitation of Liability**

1.4.1 Company shall not be liable to any person, firm or entity for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or lost profits arising out of mistakes, accidents, errors, omissions, interruptions, delays or defects in transmissions and not caused by the negligence of the Company, commencing upon activation of service and in no event exceeding an amount equivalent to the proportionate charge to the customer for the period of service during which mistakes, accidents, errors, omissions, interruptions, delays or defects in transmission occurred.

1.4.2 Company makes no warranty, whether express, implied or statutory, as to the description, quality, merchantability, completeness or fitness for any purpose of the service or local access, or as to any other matter, all of which warranties by Company are hereby excluded and disclaimed.

1.4.3 Company, at its own expense, will indemnify the customer and hold it harmless in respect to any and all loss, damage, liability or expense asserted against the customer by a third party on account of any property damage or personal injury caused by any negligence or willful misconduct of Company or its agents or representatives arising out of performance by Company of any testing or other activities on the customer's premises pursuant to this tariff. Company's obligations under the immediately preceding sentence shall be subject to the customer's full performance of this tariff and subject further to the customer's duty to take reasonable precautions in the location, construction, maintenance, and operation of all activities, facilities and equipment for the protection against hazard or injury and to not interfere with the services provided by Company.

---

Issued: December 30, 1999

Effective: February 10, 2000

Issued by: Louis F. McAlister, Jr., President & CEO  
Navigator Telecommunications, LLC.  
212 Center Street, Suite 500  
Little Rock, AR 72201

**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.4 Limitation of Liability, cont.**

1.4.4 Company shall be indemnified and held harmless by the customer against:

- A. Claims for libel, slander, infringement of copyright or patent infringement, unauthorized use of any trademark, trade name or service mark arising out of the material, data information, or other content transmitted over the Company's facilities; and
- B. All other claims arising out of any act or omission by the customer in connection with any service provided by Company.

1.4.5 The language set forth in this Section does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

**1.5 Interruption of Service**

A credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment and/or communications systems provided by the customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the customer to notify Company of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the Company terminal.

**1.6 Restoration of Service**

The use and restoration of service in emergencies shall be in accordance with the Part 64, Subpart D of the Federal Communication Commission's Rules and Regulations which specifies the priority system for such activities.

---

Issued: December 30, 1999

Effective: February 10, 2000

Issued by: Louis F. McAlister, Jr., President & CEO  
Navigator Telecommunications, LLC.  
212 Center Street, Suite 500  
Little Rock, AR 72201

---

**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.7 Customer Responsibility**

**1.7.1 General**

All customers assume general responsibilities in connection with the provisions and use of Company's service. When facilities, equipment, and/or communication systems provided by others are connected to Company's facilities, the customer assumes additional responsibilities. All customers are responsible for the following:

- A. The customer is responsible for placing orders for service, paying all charges for service rendered by Company and complying with all of Company's regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
- B. At the time of placing an order for service, the customer must provide:
  - 1. The name(s) and address(es) for the person(s) responsible for the payment of service charges.
  - 2. The name(s), telephone number(s), and address(es) of the customer contact person(s).
- C. The customer must pay Company for the replacement or repair of Company's equipment when the damage results from:
  - 1. Negligence or willful act of the customer or user,
  - 2. Improper use of service,
  - 3. Any use of equipment or service provided by others.
- D. After receipt of payment for the damages, Company will cooperate with the customer in prosecuting a claim against any third party causing damage.

---

**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.7 Customer Responsibility, cont.**

**1.7.2 Maintenance, Testing, and Adjustment**

Upon reasonable notice, the equipment provided by Company shall be made available to Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

**1.7.3 Deposits**

The company may require a cash deposit from a prospective customer, a presently disconnected customer or a former customer to be held as a guarantee for the payment of charges, in accordance with the General Rules of the Alabama Public Service Commission. Such required deposit shall not exceed the amount of an estimated bill for two regular billing periods or in the case of a Customer whose bills are payable in advance, it shall not exceed an estimated bill for one regular billing period, plus two months estimated toll.

Interest on deposits shall be paid annually at a rate of 7%, in accordance with the rules of the Commission.

Deposits shall be returned to the customer when service is terminated or when satisfactory credit has been established. Satisfactory credit may be established through prompt payment of all Company bills for a period of one year (two year maximum).

Upon termination of service, deposits with accrued interest shall be credited to the final bill and the balance returned to the customer.

**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.7 Customer Responsibility, cont.**

**1.7.4 Credit Allowance**

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, and billed for, by Company.

- A. Credit allowances for failure of service or equipment starts when the customer notifies Company of the failure or when Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
- B. The customer shall notify Company of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act or omission of the customer, or in wiring or equipment connected to the terminal.
- C. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:
  - 1. Interruptions of service resulting from Company performing routine maintenance,
  - 2. Interruptions of service for implementation of a customer order for a change in the service,
  - 3. Interruption caused by the negligence of the customer or his authorized user,
  - 4. Interruptions of service because of the failure of service or equipment due to customer or authorized user provided facilities.

---

**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.7 Customer Responsibility, cont.**

**1.7.5 Cancellation by Customer**

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by Company. The Company may be contacted at 8525 Riverwood Park Drive, P.O. Box 13860, North Little Rock, AR 72113-0860

(T)  
|

**1.7.6 Payment and Charges for Services**

- A. Service is provided and billed on a monthly basis.
- B. Payment is due upon receipt. Payment will be considered timely if paid within 20 days after the bill is rendered. The bill shall be considered rendered when deposited in the U.S. mail with postage prepaid.
- C. In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with complaint procedures set forth in this tariff.
- D. The customer is responsible for payment of all charges for service furnished to the customer under this tariff.
- E. Customer is responsible for payment of any state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) which will be listed as separate line items and which are not included in the quoted rates.
- F. Customers will be charged a late payment penalty as set forth in this tariff.
- G. Customers will be charged on all checks returned to Company by the issuing entity.

---

Issued: December 9, 2005  
Issued by:

Louis F. McAlister, Jr., President  
Navigator Telecommunications, LLC.  
8525 Riverwood Park Drive  
North Little Rock, AR 72113-0860

Effective: December 12, 2005

(T)  
|

**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.7 Customer Responsibility, cont.**

**1.7.7 Application of Charges**

The charges for service are those in effect for the period that service is furnished. If the charges for a period covered by a bill change after the bill has been rendered, the bill will be adjusted to reflect the new charges.

**1.7.8 Customer Complaint Procedure**

Company will resolve any disputes brought to its attention as promptly and effectively as possible. Customer Service Representatives can be reached via the following toll-free telephone number: 1-888-662-8835.

Any unresolved disputes may be directed to Consumer Services, Alabama Public Service Commission, P. O. Box 991, Montgomery, AL 36104, 1-800-392-8050.

In the event of a dispute concerning an invoice, the customer must pay a sum equal to the amount of the undisputed portion of the bill and notify the Company of the disputed portion.

**1.7.9 Repair Issues**

Repair representatives can be reached via the following toll-free telephone number: 1-888-562-8835.

**1.8 Company Responsibility**

**1.8.1 Calculation of Credit Allowance**

Pursuant to limitations set forth in Section 1.7.4, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. The customer shall be credited for an interruption of two hours or major fraction thereof that the interruption continues.
- C. When a minimum usage charge is applicable and the customer fails to meet a usage minimum credit, the outage shall be applied against the minimum equal to  $1/30^{th}$  of the monthly minimum charges associated with the portion of service disabled for each period of two hours or major fraction thereof that the interruption continues. (T)

---

Issued: December 9, 2005

Effective: December 12, 2005

Issued by:

Louis F. McAlister, Jr., President  
Navigator Telecommunications, LLC.  
212 Center Street, Suite 500  
Little Rock, AR 72201

**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.8 Company Responsibility, cont.**

**1.8.1 Calculation of Credit Allowance, cont.**

- D. Customers have up to 60 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits. Company will try its best to resolve any disputes properly brought to its attention. Unresolved disputes may be directed to the attention of the Commission.

**1.8.2 Cancellation of Credit**

Where Company cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30<sup>th</sup> of the monthly recurring charge for each day the service was rendered or the equipment was provided. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

**1.8.3 Disconnection of Service by Company**

Company, upon 5 days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. Non-payment of any regulated sum due to Company for service for more than 20 days beyond the date of rendition of the bill for such service;
- B. A violation of any regulation governing the service under this tariff;
- C. A violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
- D. Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

## **SECTION 2 - SERVICES AND RATES**

### **2.1 Timing of Calls**

The customer's monthly usage charges for carrier service are based upon the total number of minutes the customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when either party hangs up.

There are no charges incurred if a call is not completed.

### **2.2 Start of Billing**

For billing purposes, the start of service is the day that the Company first provides service to the customer. The end of service date is the last day or any portion thereof that service is provided by Company after notice of cancellation by customer.

### **2.3 Interconnection**

Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Service furnished by Company is not part of a joint undertaking with any such other carriers. Any special interface equipment of Company and other participating carriers shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. The customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communications systems with Company's. The customer shall secure all necessary licenses, permits, right-of-way, and other arrangements necessary for such interconnection.

---

Issued: December 30, 1999

Effective: February 10, 2000

Issued by: Louis F. McAlister, Jr., President & CEO  
Navigator Telecommunications, LLC.  
212 Center Street, Suite 500  
Little Rock, AR 72201

---

**SECTION 2 - SERVICES AND RATES, CONT.****2.4 Terminal Equipment**

Company's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment will be furnished and maintained at the expense of the providing customer, except as otherwise agreed in advance and in writing. The customer is responsible for all costs at their premises, including personnel, wiring, electrical power, and the like incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria of the telecommunications industry.

**2.5 Calculation of Distance**

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

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The company uses the rate centers and associated vertical and horizontal coordinates that are generally accepted within the telecommunications industry.

$$\text{Formula: } \frac{\sqrt{(V1 - V2)^2 + (H1 + H2)^2}}{10}$$

**2.6 Minimum Call Completion Rate**

The customer can expect a call completion rate of 99% of calls attempted during peak use period for all Feature Group D (1+) services.

**2.7 Special Promotions**

Company may from time to time offer special promotions to customers upon prior notification to Commission of such promotion.

**SECTION 2 - SERVICES AND RATES, CONT.**

**2.8 Service Offerings**

**2.8.1 General**

Navigator offers direct dialed (1+) service, inbound toll-free number service and travel card services for communications originating and terminating within the State of Alabama under terms of this tariff.

Direct dial service is offered from originating locations within the State of Alabama. Calls may be placed to locations within Alabama.

In-bound toll-free service is available to Customers served from locations within the State of Alabama.

When a Customer elects to use the Company's Travel Service, calls may be initiated from any location within the State of Alabama from which the caller can dial the appropriate access code(s) and may be placed to any location within the State of Alabama.

Customers are billed based on their use of Navigator Telecommunications, LLC.'s network and services. Charges may vary by service offering, class of call, time of day, day of week, and/or call duration.

**SECTION 2 - SERVICES AND RATES, CONT.**

**2.8 Service Offerings, cont.**

**2.8.2 Timing of Calls**

Billing for calls placed over the Navigator network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

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

**SECTION 2 - SERVICES AND RATES, CONT.**

**2.8 Service Offerings, cont.**

**2.8.3 Rate Periods**

A. The following rate Periods apply:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						EVE
11:00 PM TO 8:00 AM	NIGHT/ WEEKEND RATE PERIOD						

\*Up to but not including.

B. Holiday Rates

For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

C. Calls are billed based on the rate in effect at the time the call begins. Calls that cross rate period boundaries are billed the rate in effect at the beginning of the call for the duration of the entire call.

Issued: December 30, 1999

Effective: February 10, 2000

Issued by: Louis F. McAlister, Jr., President & CEO  
 Navigator Telecommunications, LLC.  
 212 Center Street, Suite 500  
 Little Rock, AR 72201

**SECTION 2 - SERVICES AND RATES, CONT.**

**2.8 Service Offerings, cont.**

**2.8.4 Outbound Long Distance Service**

Navigator's Outbound Long Distance Service is a "1+" direct dial service available for Customer use 24 hours a day, seven days a week. Service is accessed through standard business or residential switched access lines. The Customer is responsible for obtaining suitable access from the Customer's local exchange carrier. All costs incurred in the installation and use of local access lines is the responsibility of the customer.

A number of service plans are available to the Customer. Rates, billing increments, volume discounts and qualifications, if applicable, vary by plan and are provided in the following sections.

**SECTION 2 - SERVICES AND RATES, CONT.**

**2.8 Service Offerings, cont.**

**2.8.4 Outbound Long Distance Service, cont.**

A. Direct Dial Service (1) (T)

Navigator's outbound long distance service is a flat rate offering with no (T)  
 monthly charge. For billing purposes, call timing is billed in six-second  
 increments after a minimum initial period of eighteen seconds. No volume  
 time of day and holiday discounts apply.

MONTHLY RECURRING CHARGES: NOT APPLICABLE

USAGE CHARGES:

	Per Minute Rates		
	Day	Evening	Night/Weekend
Business	\$.069	\$.069	\$.069
Coin	.039	.039	.039
Residential	.089	.089	.089

(1) Per minute rates were previously shown as \$.089 for all categories of service. (N)

**SECTION 2 - SERVICES AND RATES, CONT.**

**2.8 Service Offerings, cont.**

**2.8.5 Inbound Toll-Free Number Service (1) (T)**

Navigator's Inbound Toll-Free Number Service is an 8XX number service available for Customer use twenty-four (24) hours a day, seven (7) days a week.

Service is terminated through switched access lines. Calls may originate from any valid exchange and terminate to the Customer's location at no charge to the calling party.

For billing purposes, call timing is billed in six-second increments after a minimum initial period of eighteen seconds. No Volume, Time of day and holiday discounts apply.

MONTHLY RECURRING CHARGES: (T)  
 Residential: \$1.95 (N)  
 Business: \$2.95 (N)

PAY PHONE SURCHARGE: \$.55

USAGE CHARGES: (1)

The following usage rates apply, in addition to the appropriate monthly recurring charge, to calls placed from locations in the state of Alabama. (T)  
 (T)

	Per Minute Rates (N)		
	Day	Evening	Night/Weekend
Business	\$.079	\$.079	\$.079
Residential	.099	.099	.099

(1) Per minute rates were previously shown as \$.012 for all categories of service. (N)

**SECTION 2 - SERVICES AND RATES, CONT.**

**2.8.6 Travel Service (1)**

(T)

Navigator's Travel Service is offered 24 hours a day, seven days a week to all valid terminating locations. Access to Navigator's Travel Card service is via a toll free number. The Customer must input a valid Authorization Code in addition to the destination number with area code. Travel Service rates apply to calls placed to locations in the mainland United States and Hawaii.

For billing purposes, calls within the Continental USA are billed in six second increments after an eighteen second initial period. Time of day, holiday and volume discounts do not apply. No per call service charges apply.

MONTHLY RECURRING CHARGES: NOT APPLICABLE

PAY PHONE SURCHARGE: \$.55

USAGE CHARGES:

	Per Minute Rates	
	Initial Minute	Each Additional Minute
Business	\$.20	\$.20
Residential	.20	.20

(N)

(1) Initial minute and each additional rates were previously shown as \$0.2400.

(N)

Issued: December 9, 2005

Effective: December 12, 2005

Issued by:

Louis F. McAlister, Jr., President  
 Navigator Telecommunications, LLC.  
 8525 Riverwood Park Drive  
 North Little Rock, AR 72113-0860

---

**SECTION 2 - SERVICES AND RATES, CONT.**

**2.8 Service Offerings, cont.**

**2.8.7 Dedicated Access Long Distance Service**

Navigator's Dedicated Long Distance Service is a "1+" direct dial service available for Customer use 24 hours a day, seven days a week. Service is accessed through a dedicated circuit to the Long Distance Network. The Customer may order the access circuit directly from their local exchange carrier or Navigator will provide the access circuit. All costs incurred in the installation and use of access circuits is the responsibility of the customer.

A number of service plans are available to the Customer. Rates, billing increments, volume discounts and qualifications, if applicable, vary by plan and are provided in the following sections.

---

Issued: December 30, 1999

Effective: February 10, 2000

Issued by: Louis F. McAlister, Jr., President & CEO  
Navigator Telecommunications, LLC.  
212 Center Street, Suite 500  
Little Rock, AR 72201

**SECTION 2 - SERVICES AND RATES, CONT.**

**2.8 Service Offerings, cont.**

**2.8.7 Dedicated Access Long Distance Service, cont.**

A. Dedicated Access Service

Navigator's dedicated access long distance service is a flat rate offering. For (T)  
 billing purposes, call timing is billed in six-second increments after a (T)  
 minimum initial period of eighteen seconds. No volume, time or day and (T)  
 holiday discounts apply.

(D)

1 + Rate

Monthly Recurring Charges: Not Applicable

(N)

Usage Charges:

	Per Minute Rates		
	Day	Evening	Night/Weekend
Business	\$.064	\$.064	\$.064
Coin	.039	.039	.039

Toll Free Rate

Monthly Recurring Charges for Business: \$2.95

Usage Charges:

	Per Minute Rates		
	Day	Evening	Night/Weekend
Business	\$.074	\$.074	\$.074

Issued: December 9, 2005

Effective: December 12, 2005

Issued by:

Louis F. McAlister, Jr., President  
 Navigator Telecommunications, LLC.  
 8525 Riverwood Park Drive  
 North Little Rock, AR 72113-0860

---

**SECTION 2 - SERVICES AND RATES, CONT.**

**2.8 Reserved For Future Use**

(C)

(D)

---

Issued: July 25, 2002

Effective: August 26, 2002

Issued by:

Louis F. McAlister, Jr., President  
Navigator Telecommunications, LLC.  
8525 Riverwood Park Drive  
North Little Rock, AR 72113-0860

(T)

---

**SECTION 2 - SERVICES AND RATES, CONT.**

**2.9 Directory Assistance**

Directory Assistance is available to Customers of Navigator Telecommunications, LLC. Directory Assistance charges apply to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance, Per Call                      \$.95

**2.10 Late Payment Penalty**

Customers will be charged 1.5% of any amounts owed to the Company beyond the due date as set forth within this tariff.

**2.11 Dishonored Check Charge**

Any person submitting a check to the Company, as payment for services, which is subsequently returned by the issuing institution shall be charged \$25 per check. (I)

---

Issued: July 27, 2005

Effective: July 29, 2005

Issued by:

Louis F. McAlister, Jr., President  
Navigator Telecommunications, LLC.  
8525 Riverwood Park Drive  
North Little Rock, AR 72113-0860

---

**SECTION 3 - MISCELLANEOUS SERVICES AND RATES**

**3.1 Reserved For Future Use**

(C)

(D)

|

---

Issued: July 25, 2002

Effective: August 26, 2002

Issued by:

Louis F. McAlister, Jr., President  
Navigator Telecommunications, LLC.  
8525 Riverwood Park Drive  
North Little Rock, AR 72113-0860

## **SECTION 4 - PROMOTIONS**

### **4.1 General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area upon prior notification to Commission of such promotion.

---

Issued: December 30, 1999

Effective: February 10, 2000

Issued by: Louis F. McAlister, Jr., President & CEO  
Navigator Telecommunications, LLC.  
212 Center Street, Suite 500  
Little Rock, AR 72201

## **SECTION 5 - CONTRACT SERVICES**

### **5.1 General**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the Contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specific in each individual contract.

---

Issued: December 30, 1999

Effective: February 10, 2000

Issued by: Louis F. McAlister, Jr., President & CEO  
Navigator Telecommunications, LLC.  
212 Center Street, Suite 500  
Little Rock, AR 72201