

NAVIGATOR TELECOMMUNICATIONS, LLC.

THIS TARIFF, FILED WITH THE  
PUBLIC SERVICE COMMISSION OF ALABAMA,  
CONTAINS THE RATES, TERMS, AND CONDITIONS APPLICABLE TO  
THE PROVISION OF BASIC LOCAL EXCHANGE  
SERVICES WITHIN THE STATE OF ALABAMA.

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Issued: December 30, 1999

Effective:

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

**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.

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2	Second Revised	<b>Section 6</b>	
3	Original	1	Original
4	Original	<b>Section 7</b>	
5	Original	1	Original *

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 8525 Riverwood Park Drive, P.O. Box 13860  
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### **SYMBOLS**

The following symbols are used for the purposes indicated below:

- C** - To signify changed regulation
- D** - To signify a deletion.
- I** - To signify a rate increase.
- L** - To signify material relocated in the tariff.
- N** - To signify a new rate or regulation.
- R** - To signify a rate reduction.
- T** - To signify a change in text, but no change in rate or regulation.

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### TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially by section. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Alabama Public Service Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:
- 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 Alabama Public Service Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made (i.e., the format, etc. remain the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to determine if a particular sheet within the tariff is the most current on file with the Alabama Public Service Commission.

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**LIST OF WAIVED STATUTES AND REGULATIONS**

Reserved for future use.

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## TECHNICAL TERMS AND ABBREVIATIONS

**Access Line** - A circuit directly connecting a central office line with the Customer's termination point, including all dial tone lines, basic telephone connections, key system trunks, private branch exchange trunks, pay stations and special circuits. Each Customer on a multi-party line is an access line.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

**Carrier or Company** - Whenever used in this tariff, "Carrier" or "Company", or "Navigator" refers to Navigator Telecommunications, LLC. unless otherwise specified or clearly indicated by the context.

**Channel** - A path for communication between two or more stations or telephone central offices, furnished in such a manner as the facility may be provided, either by carrier, radio or a combination thereof, or by a single physical facility or route.

**Commission** - The Alabama Public Service Commission.

**Customer** - Any person, firm, partnership, corporation, municipality, cooperative, organization, governmental agency, etc., subscribing for telecommunications services from a utility subject to the jurisdiction of the Commission.

**Exchange Access Line** - The serving central office line equipment and all LEC plant facilities up to and including the LEC provided Standard Network Interface. These facilities are LEC provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer. Exchange access lines are subject to non-recurring charges, as specified in Section 3 of this tariff.

**ILEC** - The Incumbent Local Exchange Carrier.

**LEC** - Local Exchange Carrier

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**TECHNICAL TERMS AND ABBREVIATIONS, CONT.**

**Local Exchange Services** - Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

**Person-to-Person Calling** - An operator-assisted service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department or office to be reached through a PBX attendant. Charges may be billed to the called party, a third number, a credit card, a calling card or designated third party station.

**Resold Local Exchange Service** - A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carrier, in combination with Company provided usage services, miscellaneous services or interstate/international services.

**Station-to-Station Calling** - A service whereby the originating End User requests the assistance of a Company operator to place or bill the call. Calls billed Collect or to a telephone company-issued Calling Card or to an authorized Credit Card are Operator-Station calls unless the call is placed on a Person-to-Person basis. Automated Calling Card calls are not Operator-Station calls. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

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

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

Navigator Telecommunications, LLC. services offered pursuant to this tariff are furnished for Local Exchange Service among specified points within a Local Calling Area.

Navigator may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, 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 arrangement.

The Company's services are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

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

### **1.2 Limitations**

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

1.2.2 Navigator reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of the law.

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

**1.2 Limitations, cont.**

- 1.2.3 The Company does not undertake to transmit messages, and will not be liable for errors in transmission or for failure to establish connections.
- 1.2.4 All facilities provided under this tariff are directly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 1.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

**1.3 Use**

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

**1.4 Liabilities of the Company**

- 1.4.1 Navigator's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

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

**1.4 Liabilities of the Company, cont.**

- 1.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 1.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by the negligence of the Company.
- 1.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- 1.4.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service, which is not the direct result of the Company's negligence.

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

**1.5 Deposits**

- 1.5.1 The Company does not normally collect deposits from Customers. However, pursuant to Rule 8 of the General Rules of the Alabama Public Service Commission, cash deposits may be required from a prospective Customer, a presently disconnected Customer, or a former Customer for the purpose of guaranteeing final payment for service when, in judgment of the Company, such deposit is necessary.

The Company may require such deposit prior to providing service or require deposit payment by separate bill or coincident with or included in the first monthly billing. If such deposit has not been made at the time specified by the Company, service may be withheld or discontinued.

Additionally, the Company may require, upon five (5) days' written notice, a deposit, as stated hereinabove, from a Customer whose account is not in good standing, from a Customer whose deposit has been refunded or found to be inadequate, or if a Customer's usage increases sufficiently to warrant an additional deposit.

Additional deposit may be required from a telephone customer when excessive toll occurs and there is a known credit risk, either upon written notice or verbal notification subsequently confirmed in writing. If the deposit requirement is not met, toll restriction may be applied where technically available. If toll restriction is not available, local service may be denied if the deposit requirement is not met.

- 1.5.2 Amount of Deposit

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.

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

**1.5 Deposits, cont.**

1.5.3 Interest on Deposits

Interest will be paid by the Company upon such deposits at a rate of seven percent (7%) annually. Such interest shall be paid annually, calculated to December 1 of each year for the time such deposit was held by the Company, unless such period is less than one month. Customer's deposit interest payment shall be made by credit to the Customer's account on the December billing.

1.5.4 Deposit Receipt

The Company shall issue a receipt of deposit to each Customer from whom a deposit to each Customer from which a deposit is received. A Customer's cancelled check or receipted bill shall satisfy this requirement.

1.5.5 Deposit Records

The Company shall keep records to show:

- A. The name and account number of each depositor.
- B. The premises occupied by the depositor.
- C. The amount and date of the deposit.
- D. A record of each transaction concerning the deposit.

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

**1.5 Deposits, cont.**

1.5.6 Deposit Retention

The Company shall not hold a residential Customer's deposit beyond December following 24 months of deposit retention, if such account is considered in good standing by the Company. At this time, residential Customers whose deposits have been held by the Company shall have their deposit and accrued interest refunded by the Company crediting such Customer's December billing.

1.5.7 Deposit Credit

Where a Customer has been required to make guaranteed deposit, that deposit shall not relieve the Customer of the obligation to pay the service bill when due, but where such deposit has been made and service has been disconnected because of nonpayment of account, then unless the Customer shall, within seventy-two hours after service has been disconnected, apply for reconnection of service and pay the account, the account may be discontinued. If the Company discontinues the account, the Company shall apply the deposit of such Customer toward the discharge of such account and shall refund to the Customer any excess.

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

**1.6 Advance Payments**

Recurring Charges: For Customers from whom the Company feels an advance payment is necessary, Navigator reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges.

Non-Recurring Charges: Navigator reserves the right to require pre-payment of non-recurring charges in such amount as may be deemed necessary by the Company. In addition, where special construction is involved, advance payment of the quoted construction charges may be required at the time of application for service.

**1.7 Taxes**

All state and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

**1.8 Equipment**

1.8.1 The Company's services may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key systems or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. The Customer is responsible for ensuring that Customer-provided equipment connected to Company services, is compatible with such services.

1.8.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others, to disconnect, rearrange, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company

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

**1.8 Equipment, cont.**

- 1.8.3 Equipment the Company provides or installs at the Customer's premises for use in connection with services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.
- 1.8.4 The Customer shall be responsible for payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- 1.8.5 The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or the reception of signals by Customer-provided equipment.
- 1.8.6 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in the section for the installation, operation and maintenance of Customer-provided facilities, equipment and wiring in the connection of such facilities and equipment to Company-provided facilities and equipment.
- 1.8.7 Title to all facilities provided by the Company under this tariff shall remain in the Company's name or in the name of the carrier supplying the services and facilities being resold.

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

**1.9 Installation**

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

**1.10 Payment for Service**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by Navigator. All charges due by the Customer are payable to the Company or to any agent duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of such agent and subject to the rules of regulatory agencies, such as the Alabama Public Service Commission.

Navigator's billing invoices will be considered correct and binding upon the Customer if no written notice or telephone call is received from the Customer within thirty (30) days of the date of the invoice. Adjustments to Customer's bills shall be made to the extent circumstances exist which reasonably indicate that such changes are appropriate.

Upon receipt of a **billing inquiry**, charges involved in the disputed element(s) of the invoice will be temporarily suspended pending resolution of the dispute. The Customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice.

1.10.1 Telephone inquiries may be directed to Navigator Telecommunications, LLC. at 888-662-8835. Written inquiries may be directed to:

Navigator Telecommunications, LLC.  
8525 Riverwood Park Drive  
P.O. Box 13860  
North Little Rock, Arkansas 72113-0860

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

**1.10 Payment for Service, cont.**

1.10.2 If a Customer is not satisfied with the Company's response to an inquiry or request for credit, he or she may appeal to the Alabama Public Service Commission for final resolution. The Commission may be contacted at:

Alabama Public Service Commission  
P.O. Box 991  
Montgomery, Alabama 36101-0991

Toll Free Telephone Number  
1-800-392-8050

**1.11 Billing and Payment Procedures**

1.11.1 Navigator issues residential bills on a monthly basis with bills received by the Customer on or about the same day each month.

1.11.2 Navigator will not alter the residential billing cycle unless affected Customers are sent a bill insert or other written notice explaining the alteration not less than 30 days prior to the effective date of the alteration. Such notification is not required when a Customer requests a number or billing change or when the Customer disconnects and reconnects service or transfers service from one premises to another.

1.11.3 Navigator allows residential Customers 25 days from the bill date to pay the charges stated. If the charges remain unpaid for twenty-five days (25) from the bill date, such charges will be deemed delinquent.

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1.11.4 Navigator charges 1.5 percent for delinquent past due residential balances. These delinquent charges will be figured on the balance excluding any prior late charges. Billing for 900 and 900-type charges or non-regulated items are excluded from the balance on which a late fee may be imposed.

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

**1.11 Billing and Payment Procedures, cont.**

- 1.11.5 Navigator sets forth the following on residential bills:
- A. the billing date, which shall be the first day of the billing cycle;
  - B. the due date, which shall be the date the payment is due in to Navigator;
  - C. the delinquent date, which shall be at least 20 days after the billing date;
  - D. the delinquent charge, which will be the charges applied pursuant to Navigator's tariff if the bill is not paid before the delinquent date;
  - E. all charges due and payable;
  - F. the toll free telephone number(s) for resolution of all billing inquiries;
  - G. at least once annually, the following statement:  
  
"Itemization of local billing available once annually upon request."
  - H. in the case of bills issued by other telecommunications providers, a due date of not less than 15 days from the date of billing.
- 1.11.6 During the first billing period in which a residential Customer receives service, Navigator provides each Customer an insert or written notice which contains an itemized account of the charges for the equipment and service for which the Customer has contracted.

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**SECTION 1 - RULES AND REGULATIONS, CONT.****1.12 Late Payment Charge**

Navigator will assess a late payment charge equal to 1.5 percent for any past due balance, excluding any prior late charges, that is delinquent. The past due or delinquent date will not be earlier than fifteen days after the billing date. Billing for 900 and 900-type charges or non-regulated items are excluded from the balance on which a late fee may be imposed.

**1.13 Cancellation by Customer**

Any Customer desiring service terminated or changed from one address to another shall give the Company three (3) working days' notice in person, in writing, or by telephone, provided such notice does not violate contractual obligations or tariff provisions. The Customer shall not be responsible for charges for service beyond the three (3) day notice period if the Customer provides reasonable access to the Company's equipment on the Customer's premise during the notice period. If the Customer notifies the Company of his request for termination by telephone, the burden of proof is on the Customer to prove that service termination was requested if a dispute arises. Customers who cancel service but are under a term contract may pay penalties as stated in the term contract or appropriate section of the Company's tariffs.

**1.14 Interconnection**

Service furnished by Navigator may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with Navigator's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

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Navigator Telecommunications, LLC.  
212 Center Street, Suite 500  
Little Rock, AR 72201

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

**1.15 Denial or Discontinuance by Company**

1.15.1 Discontinuance of Service to Customers for Nonpayment

At any time after a Customer's account has become delinquent, and after reasonable attempts at collection have been made by the Company, the Company may discontinue service to Customers for nonpayment. The Company shall give to the Customer at least five (5) days' written notice of the Company's intention to discontinue service of his account, including any subsequently rendered bill for service which has also become delinquent, if not paid in full. After the lapse of the period specified in the written notice, if the account for regulated utility service has not been paid in full, the company, notwithstanding any deposit referred to in Section 1.5 hereof, may then discontinue service without further notice, subject to the following provisions:

- A. The Customer shall have the right of paying such delinquent account, which shall include any subsequent bill for service which has become delinquent, at any time prior to the actual disconnection of his service.
- B. Payment by the Customer, as set out in A. above, at a collection office of the Company shall not affect the Company's right during the day such payment is received to disconnect service for nonpayment, if such payment was unknown to the employee disconnecting service.
- C. The Customer making payment in accordance with B. above, will not, in case his service is disconnected following payment, the same day, be required to pay any reconnection charge. A reconnection charge may apply if the Company has certain knowledge that payment was made following disconnect.
- D. No service shall be cut off for nonpayment after 3:30 P.M. on any day immediately preceding a day or days when the Company's office will be closed, unless provisions have been made to have someone available to accept payment and reconnect service.

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

**1.15 Denial or Discontinuance by Company, cont.**

1.15.1 Discontinuance of Service to Customers for Nonpayment, cont.

E. Whenever service is discontinued for nonpayment and the Customer requests that service be restored, except as provided in C. above, a reconnection fee, in the amount authorized by the Commission, shall become due and payable as part of the account for service rendered, and can be required by the Company to be paid before service is restored, along with all amounts owing on the Customer's account which were specifically referred to in the delinquent notice, together with all amounts owing on Customer's account which has subsequently become delinquent.

1.15.2 Discontinuance of Service to Customers for Reasons Other Than Non-payment

Service may be denied or discontinued for any of the following reasons. Unless otherwise stated, the Customer shall be allowed a reasonable time in which to comply with the rule before service is discontinued. No service shall be disconnected on the day preceding a day or days on which the Company's business office is closed, except as provided in A – D below:

- A. Without notice, in the event of a condition on the Customer's premises determined by the Company to be hazardous.
- B. Without notice, in the event of a Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- C. Without notice, in the event of tampering with the equipment furnished and owned by the Company.
- D. Without notice, in the event of unauthorized use of telephone service.
- E. For failure of the Customer to permit the Company reasonable access to its equipment for inspection, securing of meter reading, etc.
- F. For violation of and/or non-compliance with the Company's rules on file and approved by the Commission.

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

**1.15 Denial or Discontinuance by Company, cont.**

1.15.2 Discontinuance of Service to Customers for Reasons Other Than Non-payment, cont.

- G. For failure of the Customer to fulfill his contractual obligations for service and/or facilities subject to regulations by the Commission.
- H. In cases of extreme risk involving abnormal and excessive use of toll service, service may be denied two (2) days after written notice is given to the Customer, unless satisfactory arrangements for payments are made.
- I. In extraordinary circumstances where unlimited access to the network may result in substantial loss of revenue to the Company.
- J. For failure of the Customer to provide the Company with a deposit as authorized by this tariff and the Commission's Rules.
- K. For failure of the Customer to furnish permits, certificates and/or right-of ways, as necessary to obtain service, or in the event such permissions are withdrawn or terminated.
- L. Where there is probable cause to believe that there is illegal or willful misuse of Company's service.

In the event service is disconnected due to a hazardous condition through no fault of the Customer, the reconnect charge will not apply.

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

**1.15 Denial or Discontinuance by Company, cont.**

1.15.3 Insufficient reasons for denial or discontinuance:

- A. Failure to pay for business service at a different location and a different telephone number shall not constitute sufficient cause for refusal of residence service or vice versa.
- B. Failure to pay directory advertising charges in dispute.
- C. Failure to pay charges in dispute billed for other carriers or information service providers.
- D. Failure to pay for non-regulated equipment or services.
- E. Failure to pay for Local Dial-It charges in dispute.

1.15.4 Notwithstanding any other provision of the Commission's rules, the Company shall postpone a discontinuance for a time not in excess of twenty one (21) days if the telephone is necessary to obtain emergency medical assistance for a person who is a member of the household where the telephone service is provided and where such person is under the care of a physician. Any person who alleges such emergency if requested shall provide the Company with reasonable evidence of such necessity.

1.15.5 Notwithstanding any other provisions of the Commission's rules, service to a Customer may be discontinued at any time after written notice has been sent, certified mail, to such Customer at his/her last known address and at the address where the service to be discontinued is provided if such Customer:

- A. Incurs charges not covered by a deposit or guarantee and evidences an intent not to pay such charges when due; or
- B. Damages or evidences an intent to damage telephone Company equipment.

1.15.6 The notice required by Section 1.15.4 shall state how a Customer has evidenced an intent not to pay charges when due or evidenced an intent to damage telephone Company equipment.

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

**1.15 Denial or Discontinuance by Company, cont.**

- 1.15.7 Whenever service is discontinued for fraudulent use of service, Navigator may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 1.15.8 Service may be discontinued without notice for tampering with the Company's equipment, or misuse or abuse thereof in order to avoid payment of lawful charges or use thereof in such manner as to create danger to life or property of the Company or other end-users.

**1.16 Settlement Agreement for Residential Customers**

- 1.16.1 When a residential Customer is unable to pay a charge in full when due, Navigator shall permit the Customer to enter into an initial settlement agreement under which the charge may be paid as mutually agreed to by both Navigator and the Customer. A copy of the settlement agreement shall be delivered or mailed to the Customer upon request by the Customer.
- 1.16.2 Matters treated by a settlement agreement shall not constitute a basis for discontinuance as long as the terms of the settlement agreement are followed.

**1.17 Inspection, Testing, and Adjustment**

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

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**SECTION 1 - RULES AND REGULATIONS, CONT.****1.18 Tests, Pilots, Promotional Campaigns and Contests**

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winners of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer. The Company will obtain Commission approval regarding specific promotions and contests.

**1.19 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 1, paragraph 1.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal.

**1.20 Cost of Collection and Repair**

The Customer is responsible for any and all costs incurred in the collection of past due monies due the Carrier including legal and accounting expenses incurred by the Company's use of collection agencies or use of legal action. Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

**1.21 Returned Check Charges**

There will be a \$20 charge for each check returned for insufficient funds.

**1.22 Service Implementation**

Absent a promotional offering, service implementation charges per service order will apply to new service orders or to orders to change existing service for the services listed in Section 3.

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

**1.23 Reconnection Charge**

A reconnection fee will be charged when service is re-established for Customers who have been disconnected for nonpayment, and is payable at the time that the restoration of suspended service and facilities is arranged.

**1.24 Operator Services**

1.24.1 Navigator will not bill for incomplete calls where answer supervision is available. Navigator will not bill for incomplete calls and will remove any charges for incomplete calls upon:

A. Customer notification, or

B. Navigator's knowledge.

1.24.2 The caller and billed party, if different from the caller, will be advised that Navigator is the operator service provider at the time of the initial contact.

1.24.3 Rate quotes will be given upon request, at no charge, including all rate components and any additional charges.

1.24.4 Only tariffed rates approved by this Commission for Navigator shall appear on any local exchange telephone company (LEC) billings.

1.24.5 Navigator shall be listed on the LEC billing if the LEC has multi-company billing ability.

1.24.6 Navigator will employ reasonable calling card verification procedures, acceptable to the telephone company issuing the calling card.

1.24.7 Navigator will route all 0- or 00- emergency calls in the quickest possible manner to the appropriate local emergency service provider, at no charge.

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

**1.24 Operator Services, cont.**

- 1.24.8 Upon request, Navigator will transfer calls to other authorized interexchange companies or to the LEC, if billing can list the caller's actual origination point.
- 1.24.9 Navigator will refuse operator services to traffic aggregators which block access to other companies.
- 1.24.10 Navigator will assure that traffic aggregators will post and display information including:
- A. that Navigator is the operator service provider;
  - B. detailed complaint procedures; and
  - C. instructions informing the caller on procedures to reach the LEC operator and other authorized interexchange companies.

**1.25 Access to Telephone Relay Services**

Where required by the Commission, the Company will participate in telephone relay services for handicapped and/or hearing impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications Customers as may be required by state law.

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

**1.26 Access to Carrier of Choice**

End users of the Company's local service shall have the right to select the interexchange telecommunications service provider (IC) of their choice. The IC should request confirmations/verifications of choice from its Customers no later than the date of submission of its first bill to the Customer. ICs should maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.

**1.27 Directory Listings**

- 1.27.1 The Company does not publish a directory of Customer listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier.
- 1.27.2 The rates and regulations specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying Customer's telephone number and as an aid to the use of telephone service.
- 1.27.3 The listings of Customers, either without charge or at the rate specified within this tariff for other listings, are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by Customers or prospective Customers, the Company will not be a party to controversies between Customers as a result of the publication of such listings in the directories.

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

**1.27 Directory Listings, cont.**

- 1.27.4 Listings must conform to the Company's specifications with respect to the directories. The Company reserves the right to reject listings when, in its sole judgment, such listings would violate the integrity of Company records and the directories, confuse individuals using the directory, or when the Customer cannot provide satisfactory evidence that he is authorized to do business as requested.
- 1.27.5 The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when, in its sole judgment, the clearness of the listing and the identification of the Customer is not impaired.
- 1.27.6 Generally, the listed address is the location of the Customer's place of business or residence.
- 1.27.7 Liability of the Company due to directory errors and omissions is as specified in Section 1, paragraph 1.4 of this tariff.
- 1.27.8 Generally, a business listing consists of a name or dual name, a designation descriptive of the Customer's business if not self-explanatory, the address, and the business telephone number. The main listing is ordinarily the name of the individual, firm or corporation, which contracts for the service, or the name under which a business is regularly conducted.

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

**1.28 Special Construction**

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

- 1.28.1 where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- 1.28.2 of a type other than that which the Company would normally utilize in the furnishing of its services;
- 1.28.3 over a route other than that which the Company would normally utilize in the furnishing of its services;
- 1.28.4 in a quantity greater than that which the Company would normally construct;
- 1.28.5 on an expedited basis;
- 1.28.6 on a temporary basis until permanent facilities are available;
- 1.28.7 involving abnormal costs; or
- 1.28.8 in advance of its normal construction.

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

**1.29 Universal Emergency Telephone Number Service (911, E911)**

- 1.29.1 The Company is obligated to supply the E-911 service provider in the Company's service area (the E-911 service provider) with information necessary to update the E-911 database.
- 1.29.2 At the time the Company provides basic local service to a Customer by means of its own cable pair, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911. The Company will be obligated to provide facilities to route calls from the end users to the proper Public Safety Answering Point. The Company recognizes the authority of the E-911 Customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.
- 1.29.3 The Company will collect 911 surcharges and remit surcharge revenue to the appropriate governmental entity on a monthly basis.
- 1.29.4 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

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

**1.29 Universal Emergency Telephone Number Service (911, E911), cont.**

1.29.5 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

1.29.6 The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the Customer or others.

Under the terms of this tariff the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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

**1.30 Waiver of Certain Charges Due To Hurricane Katrina**

- 1.30.1 Navigator intends to offer Hurricane Katrina evacuees who were customers of the Company in Alabama a waiver of all service charges for the establishment of service at temporary locations within the State and a waiver of charges for the reestablishment of service at the customer's original service location. These waivers are effective beginning September 30, 2005 until September 30, 2006. For residential customers, these waivers would only be applicable for one line at the primary residence location. For business customers, these waivers would only be available for lines that are located at the business office or primary place of business. All other business lines of the customer do not qualify for the waiver.

To prevent fraudulent use of service the Company will disconnect service at original customer locations. For those business and residential customers who choose to retain their original number Navigator will suspend service and bill the customer at a suspended rate until service is reestablished at the original service location.

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Louis F. McAlister, Jr., President & CEO  
Navigator Telecommunications, LLC.  
8525 Riverwood Park Drive, P.O. Box 13860  
North Little Rock, AR 72113-0860

## **SECTION 2 - DESCRIPTION OF SERVICE**

### **2.1 Product Descriptions Generally**

Navigator will resell many of the underlying carrier's services for business and residential Customers of the incumbent local exchange carriers that are eligible for resale. Navigator will also sell services for business Customers, including Virtual PBX service and certain optional business features.

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**SECTION 2 - DESCRIPTION OF SERVICE, CONT.**

**2.1 Product Descriptions Generally, cont.**

2.1.1 Resold Services

Navigator's Resold Services are offered for local calling using the resold services of the ILEC.

Navigator resells business, residential, PBX trunks, and optional services of the ILEC.

For BellSouth Service Areas, resold features associated with resold local exchange service will generally be priced according to rates established for such features in BellSouth's General Subscriber Services Tariff, together with any applicable discounts. Some services, however, are not based on rates contained in BellSouth's General Subscriber Services Tariff and will be provided at rates determined by an analysis of Navigator's cost to provision such services. The rates for specific resold services are set forth in Section 3 – Rates, BellSouth Service Area and Section 4 – Coin Telephone Service.

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**SECTION 2 - DESCRIPTION OF SERVICE, CONT.****2.2 Caller ID Language**

Line blocking for the delivery of the calling name and/or number is available upon request, at no charge, to the following entities and their employees/volunteers, for lines over which the official business of the agency is conducted including those at the residence of employees/volunteers, where an executive officer of the agency registers with the telephone company a need for blocking: (a) private, nonprofit, tax-exempt, domestic violence intervention agencies and (b) federal, state and local law enforcement agencies. Line blocking Customers can unblock their calling name and/or number 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.

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 telephone) 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 name and/or number will not be transmitted across the line to the called party. Instead, Caller ID 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. The blocking of Calling Party Number (CPN) will not be provided on calls originating from Customer-Owned Pay Telephone Service. 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.

The Company shall not be liable for any claims for damages caused or claimed to have been caused, directly, by the transmission to a Caller ID Customer of a name or telephone number which the calling party of the Caller ID Customer finds erroneous, offensive, embarrassing, or misleading for any reason, including but not limited to the way in which the calling party's name has been abbreviated.

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID Customer. Resale of this information is prohibited by this tariff. 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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**SECTION 2 - DESCRIPTION OF SERVICE, CONT.**

**2.3 Local Service Areas**

Navigator will provide local exchange and basic local exchange telecommunications service in the entire state of Alabama. The geographic area in which service is to be offered follows the exchange boundaries and is no smaller than an exchange. Navigator concurs in the ILEC's local calling scopes. Navigator will mirror all exchange service areas of the ILEC.

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**SECTION 2 - DESCRIPTION OF SERVICE, CONT.**

**2.4 Directory Listings**

For each Customer of Navigator's Exchange Access Service(s) the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings.

**2.5 Operator-Assisted Services**

Operator-assisted services are provided to Business and Residential Customers on a pre-subscribed basis. Various billing arrangements are available with Navigator's operator-assisted service including Calling Card, Commercial Credit Card, Collect, Person-to-Person and Third Party.

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**SECTION 2 - DESCRIPTION OF SERVICE, CONT.**

**2.5 Operator-Assisted Services, cont.**

2.5.1 Operator Dialed Surcharge

This surcharge applies to Operator Station and Person-to-Person rated calls when the Customer has the capability of dialing all the digits necessary to complete a call, but elects to dial only the appropriate operator code and requests the operator to dial the called station. The surcharge does not apply to:

- A. Calls where a Customer cannot otherwise dial the call due to defective equipment or trouble on the Company network; and
- B. Calls in which a Company operator places a call for a calling party who is identified as being handicapped and unable to dial the call because of his/her handicap.

The Operator Dialed Surcharge applies in addition to any other applicable operator charges.

2.5.2 Busy Line Verify and Line Interrupt Service

Upon request of a calling party, the Company will verify a busy condition on a called line. The operator will determine whether the line is clear or in use and report its status to the calling party. The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

A charge will apply when:

- A. The operator verifies that the line is busy with a call in progress;

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**SECTION 2 - DESCRIPTION OF SERVICE, CONT.**

**2.5 Operator-Assisted Services, cont.**

2.5.2 Busy Line Verify and Line Interrupt Service, cont.

- B. The operator verifies that the line is available for incoming calls; or
- C. The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party of the name of the calling party. One charge will apply for both verification and interruption.

No charge will apply when:

- D. The calling party advises that the call is to or from an official public emergency agency; or
- E. Under conditions other than the three stated above.

Busy Verification and Interrupt service is furnished where and to the extent that facilities permit. The Customer shall indemnify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

**2.6 Directory Assistance**

Customers and users of the Company's business and residential calling services (excluding Toll Free services) may obtain directory assistance in determining telephone numbers within the state by calling the Directory Assistance operator.

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Navigator Telecommunications, LLC.  
212 Center Street, Suite 500  
Little Rock, AR 72201

**SECTION 2 - DESCRIPTION OF SERVICE, CONT.**

**2.6 Directory Assistance, cont.**

Call allowances are as stated below:

- 2.6.1 There will be a charge for all Customer calls to Directory Assistance except as noted in A. and B. following.
- A. Customers who have been certified by a physician or appropriate agency as unable to use a telephone directory because of a visual or physical handicap (this provision is not intended to allow the exemption for large business Customers who employ only a few handicapped employees), and
  - B. Customers who make a call for a telephone number that was incorrectly published in or omitted from the alphabetical section of the directory due to Company error.

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**SECTION 2 - DESCRIPTION OF SERVICE, CONT.**

**2.7 Extended Area Services**

Extended and Expanded Area Calling Service allows the Customer to make calls to specific NXX codes within designated exchanges outside the Customer's Local Calling area without paying intraLATA toll rates. Navigator will mirror all existing Enhanced Optional Extended Area Service and Extended Calling Service areas in the exchanges of the ILECs where Navigator offers services.

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### SECTION 3 - RATES

#### 3.1 General

The Company concurs in the rules and regulations applying to and governing Basic Local Exchange telephone service (hereinafter referred to as Exchange Access Lines service) as set forth in the ILEC's Alabama tariffs on file with and approved by the Public Service Commission of the State of Alabama, and in any amendments thereto as authorized by the Alabama Public Service Commission or applicable law. For Business (T) and Residential services, the Company concurs with the ILEC's regulations, descriptions | and scopes of Services, with appropriate discount rates. Discount rates and specific footnotes are set out in the following pages of this concurrence.

Regulations, descriptions, scope of service, and rates for Coin Telephone Service are as (T) shown in Section 4 of this tariff. |

The Company reserves the right to cancel and make void the above concurrence statement, subject to requirements as may be ordered by the Alabama Public Service Commission, at any such time as it appears that such cancellation is in the best interest of the Company and/or its Customers.

The Company discounts are based upon lines. The company defines lines as: single line telephone services, Centrex stations, DSOs or B-channels on ISDN.

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North Little Rock, AR 72113-0860

**SECTION 3 - RATES, CONT.**

**3.2 Directory Services**

<u>Non-Recurring</u> Same as ILEC Tariff*	<u>Monthly Charge</u> Same as ILEC Tariff*
--	---

\*Directory services will be provided at the same rate as the ILEC's.

**3.3 Business Services (1)**

All services currently available from Navigator Telecommunications, LLC.

<u>Non-Recurring</u>	<u>Monthly Charge</u>	(D)
Installation Charge	same as Bell South Tariff*	

\*Discounts may apply for the following:

1. Discounts—10%
2. Promotional programs—to be determined at the time of the promotional offer

(Note: Discounts are not cumulative, only one discount applies)

**3.4 Residence Services (1)**

All services currently available from Navigator Telecommunications, LLC.

<u>Non-Recurring</u>	<u>Monthly Charge</u>	(D)
Installation Charge	same as Bell South Tariff*	

\*Discounts may apply for the following:

1. Discounts – 5%
2. Group Discount
3. Promotional programs—to be determined at the time of the promotional offer
4. Purchase of multiple services

(T)

(Note: Discounts are not cumulative, only one discount applies)

(1) Navigator concurs in BellSouth's rates and regulations for business and residence services with the exception of per use charges for Call Redial, Call Return, and Three-Way Calling. Per use charges for these services are shown in Section 3.5.

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**SECTION 3 - RATES, CONT.**

**3.5 Residence and Business Rates (1)**

(T)

	<u>Per Use</u>	<u>USOC</u>
Call Redial	\$1.15	NA
Call Return	1.15	NA
Three – Way Calling	1.15	NA

(N)

(1) Navigator specific prices are shown for the three (3) services above. Navigator concurs in BellSouth's other Business and Residence rates as shown in Section 3, Sheet 2. Rates are increased over BellSouth's rates in which Navigator previously concurred.

(N)

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**SECTION 3 - RATES, CONT.**

**3.5 Reserved For Future Use**

(T)

(D)

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Navigator Telecommunications, LLC.

Alabama Tariff No. 1  
Section 3  
First Revised Sheet 5  
Cancels Original Sheet 5

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**SECTION 3 - RATES, CONT.**

**3.6 Reserved For Future Use**

(T)

(D)

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North Little Rock, AR 72113-0860

**SECTION 3 - RATES, CONT.**

**3.7 Residence Services – Price Packages**

**3.7.1 Navigator Basic**

	<u>Monthly Charge</u>	
Single Residential Phone Line	\$20.95	(I)
30 Minutes of Long Distance Calls (1)	Included	
Monthly Long Distance Fee	Included	
	<u>Non-Recurring Charge</u>	
Phone Line Installation Fee	\$36.95	(I)

**3.7.2 Navigator Basic Plus**

	<u>Monthly Charge</u>	
Single Residential Phone Line	\$27.95	(I)
Call Waiting	Included	
Three -Way Calling	Included	
Caller ID with Name	Included	
	<u>Non-Recurring Charge</u>	
Phone Line Installation Fee	\$36.95	(I)

(1) Includes 30 minutes of free long distance calls within the 48 contiguous United States. Additional long distance calls within the 48 contiguous states will be billed at Navigator’s long distance rate of \$.089 per minute. Calls made to points outside of the contiguous 48 states, including all international calls, are not included in this offer, and will be billed at higher rates.

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**SECTION 3 - RATES, CONT.**

**3.7 Residence Services – Price Packages, cont.**

**3.7.3 Navigator Premium**

	<u>Monthly Charge</u>	
Single Residential Phone Line	\$34.50	(I)
Call Waiting	Included	
Three -Way Calling	Included	
Caller ID	Included	
60 Minutes of Long Distance Calls (2)	Included	
Monthly Long Distance Fee	Included	
	<u>Non-Recurring Charge</u>	
Phone Line Installation Fee	\$36.95	(I)

**3.7.4 Navigator Premium Plus**

	<u>Monthly Charge</u>	
Single Residential Phone Line	\$36.95	(I)
NavChoice (1)	Included	
60 Minutes of Long Distance Calls (2)	Included	
Monthly Long Distance Fee	Included	
	<u>Non-Recurring Charge</u>	
Phone Line Installation Fee	\$36.95	(I)

Footnotes

- (1) NavChoice includes the following features: Caller ID Deluxe, Call Waiting, Call Forwarding, Call Selector, Three-Way Calling, Speed Calling-8, Call Return, Repeat Dialing, Call Trace, Anonymous Call Rejection
- (2) Includes 60 minutes of free long distance calls within the 48 contiguous United States. Additional long distance calls within the 48 contiguous states will be billed at Navigator’s long distance rate of \$.089 per minute. Calls made to points outside of the contiguous 48 states, including all international calls, are not included in this offer, and will be billed at higher rates.

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**SECTION 3 - RATES, CONT.**

**3.7 Residence Services – Price Packages, cont.**

**3.7.5 SmartTime Unlimited (1)**

	<u>Monthly Charge</u>	
Single Residential Phone Line	\$52.95	(I)
Caller ID Deluxe	Included	
Call Waiting Deluxe	Included	
Three - Way Calling	Included	
Call Forward Don't Answer	Included	
Inside Wire Maintenance	Included	
Unlimited Long Distance	Included	
	<u>Non-Recurring Charge</u>	
Phone Line Installation Fee	\$36.95	(I)

**3.7.6 SmartTime 400 (2)**

	<u>Monthly Charge</u>	
Single Residential Phone Line	\$45.95	(I)
Caller ID Deluxe	Included	
Call Waiting	Included	
Three - Way Calling	Included	
400 Minutes of Long Distance Calls	Included	
	<u>Non-Recurring Charge</u>	
Phone Line Installation Fee	\$36.95	(I)

- (1) Includes unlimited long distance calls for residential customers, non-business, non-data, voice use only, within the 48 contiguous United States. Calls made to points outside of the contiguous 48 states, including all international calls, are not included in this offer, and will be billed at applicable rates. Navigator reserves the right to cancel subscriptions to any customer at any time due to fraud or misuse. Usage can be screened for use other than voice and residential usage. Taxes, fees, and any EAS charges will also apply.
- (2) Includes 400 minutes of free long distance calls within the 48 contiguous United States. Additional long distance calls within the 48 contiguous states will be billed at Navigator's long distance rate of \$.089 per minute. Calls made to points outside of the contiguous 48 states, including all international calls, are not included in this offer, and will be billed at applicable rates.

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**SECTION 3 - RATES, CONT.**

**3.7 Residence Services – Price Packages, cont.**

**3.7.7 Toll Saver (1)**

	<u>Monthly Charge</u>
Single Residential Phone Line	\$36.95
Caller ID	Included
Call Waiting	Included
60 Minute Long Distance Calling Card	Included
Toll Restriction	Included
	<u>Non-Recurring Charge</u>
Phone Line Installation Fee	\$36.95

**3.7.8 Toll Saver Plus (1)**

	<u>Monthly Charge</u>
Single Residential Phone Line	\$44.95
Caller ID Deluxe	Included
Call Waiting Deluxe	Included
Three - Way Calling	Included
Call Forwarding	Included
60 Minute Long Distance Calling Card	Included
Inside Wire Maintenance	Included
Toll Restriction	Included
	<u>Non-Recurring Charge</u>
Phone Line Installation Fee	\$36.95

(1) Includes 60 minutes of long distance calls via included calling card within the 48 contiguous United States. Calls made to points outside of the contiguous 48 states, including all international calls, are not included in this offer and will be billed at applicable rates. Taxes, fees, and any EAS charges will also apply.

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**SECTION 3 - RATES, CONT.****3.8 Business Services – Price Packages****3.8.1 SmartTime Unlimited for Business****A. Description**

1. This offering is available only to business customers (coin lines are not eligible) and provides for unlimited local and long distance calling. The customer may choose an unlimited number of features as shown in D below.

**B. Regulations**

1. The customer must commit to at least a one-year term agreement to be eligible for the service.
2. Maximum of ten (10) lines per location. Charges below are shown on a per line basis.
3. Includes unlimited long distance calls for business customers, non-data, voice use only, within the 48 contiguous United States. Calls made to points outside of the contiguous 48 states, including all international calls, are not included in this offer, and will be billed at applicable rates. Navigator reserves the right to cancel subscriptions to any customer at any time due to fraud or misuse. Usage can be screened for use other than voice usage. Taxes, fees, and any EAS charges also apply.

**C. Rates and Charges (1)**

1. SmartTime Unlimited for Business – Recurring Charge, per line

Rate Groups 1 – 3	\$68.99
Rate Groups 4 - 6	59.99

2. SmartTime Unlimited for Business – Nonrecurring Charge, per line

Phone Line Installation Fee	\$69.00
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(1) Rate groups are as shown in Section 3.2.1 of BellSouth's General Subscriber Services Tariff.

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**SECTION 3 - RATES, CONT.**

**3.8 Business Services – Price Packages, cont.**

**3.8.1 SmartTime Unlimited for Business, cont.**

D. Available Features

	<u>Calling Features</u>	<u>USOC</u>
1.	Call Forward Busy Line	GCE
2.	Call Forward Don't Answer	GCJ
3.	Call Forward Don't Answer Ring Control	GCJRC
4.	Call Forward Variable	ESM
5.	Call Waiting	ESX
6.	Speed Calling 8	ESL
7.	Speed Calling 30	ESF
8.	Three Way Calling	ESC
9.	Message Waiting Indicator - Audible	MWW
10.	Message Waiting Indicator - Visual	MWWAV
11.	Call Return	NSS
12.	Call Block	NSY
13.	Call Tracing	NST
14.	Repeat Dialing	NSQ
15.	Call Selector	NSK
16.	Preferred Call Forwarding	NCE
17.	RingMaster® I	DRS
18.	RingMaster® II	DRS1X
19.	Remote Access Call Forwarding	GCZ
20.	Three Way Calling with Transfer	ESCWT
21.	Caller ID Number Delivery	NSD
22.	Enhanced Caller ID with Call Management, with Anonymous Call Rejection (ACR)	N1ACR
23.	Enhanced Caller ID with Call Management, with ACR and Call Forwarding Don't Answer	NCACR
24.	Enhanced Caller ID with ACR	NXECR
25.	Caller ID Name and Number Delivery with ACR	NXMCR
26.	Caller ID Name and Number Delivery–Multiline Hunt	NXMMN
27.	Surrogate Client Number	SMV
28.	Star 98 Access	S98AF

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**SECTION 3 - RATES, CONT.****3.8 Business Services – Price Packages, cont.****3.8.2 SmartTime for Business****A. Description**

1. This offering is available only to business customers (coin lines are not eligible) and provides for unlimited local calling. Long distance calling is billed at \$.055 per minute. The customer may choose an unlimited number of features as shown in 3.8.1.D above.

**B. Regulations**

1. The customer must commit to at least a one-year term agreement to be eligible for the service.
2. Long distance calls for business customers at \$.055 per minute is only for calls within the 48 contiguous United States. Calls made to points outside of the contiguous 48 states, including all international calls, are not included in this offer, and will be billed at applicable rates. Taxes, fees, and any EAS charges also apply.

**C. Rates and Charges (1)**

1. SmartTime for Business – Recurring Charge, per line

Rate Groups 1 – 3	\$43.99
Rate Groups 4 - 6	29.99

2. SmartTime for Business – Nonrecurring Charge, per line

Phone Line Installation Fee	\$69.00
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(1) Rate groups are as shown in Section 3.2.1 of BellSouth's General Subscriber Services Tariff.

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**SECTION 3 - RATES, CONT.**

**3.9 SmartATM**

3.9.1 Description

- A. The SmartATM Service is only available to business subscribers and provides the following services (includes Touch-Tone):
  - 1. Business individual lines for Automated Teller Machines only.
  - 2. Basic service for 800 toll-free telephone numbers.
- B. The rate specified herein entitles a SmartATM subscriber to unlimited calling to 800 toll-free numbers.
- C. The rate specified herein is subject to a 12-month service term.

3.9.2 Regulations and Service Limitations

- A. Calls made outside the perimeters of the service description shown above are subject to normal tariff violation treatments and/or tariff charges.
- B. Charges for this service commence when the company's information records are posted and are payable monthly in advance.
- C. Charges for service are automatically discontinued upon service termination.
- D. If service is terminated before the 12-month term, a charge of \$10 per month will be applied for each line currently or previously classified as a SmartATM line. This charge will be imposed based upon the remainder of the commitment period.
- E. Existing SmartATM subscribers may not take advantage of special promotions or rate changes prior to the end of the 12-month service term. This is applicable to existing lines only. New lines may qualify for any special promotions or price changes.

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**SECTION 3 - RATES, CONT.****3.9 SmartATM, cont.**

## 3.9.3 Rates and Charges (1)

- A. The following monthly rates will apply for the SmartATM service.

Service Category	Rate Element	Monthly
Smart ATM	Rate Group 1 – 2 Exchanges	\$35.00
	Rate Group 3 – 5 Exchanges	30.00
	Rate Group 6 Exchanges	25.00

- B. Message rate

Service Category	Rate Element	Per Minute
Per minute	All Exchanges	\$0.05

- C. Line Connection Charge

Service Category	Rate Element	Nonrecurring
Line Connection Charge, per line	All Exchanges	\$69.00

(1) Rate groups are as shown in Section 3.2.1 of BellSouth's General Subscriber Services Tariff.

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**SECTION 4 – COIN TELEPHONE SERVICE (1)**

(T)

**4.1 Access Line Service For Payphone Service Provider Telephones**

4.1.1 Definition and Requirements

- A. Access line service for Payphone Service Provider (PSP) telephones is an exchange line service provided at the request of a subscriber for telecommunications use by the general public.
1. This access line service is provided on a flat rate basis.
  2. This access line service is provided for use with PSP noncoin-operated public telephones or PSP coin-operated public telephones.
  3. PSP telephones may utilize "store and forward" technology to complete 0+ local, intraLATA and interLATA collect-only calls from prisons or jails. All inmate telephones which offer automated collect-only service must be equipped with both an acceptance and rejection response mechanism so if neither action is taken the call is terminated and not billed.
  4. The subscriber shall be responsible for the installation, maintenance and operation of PSP telephones used in connection with this service.
  5. PSP telephones must be connected to the Company network in compliance with Part 68 of the F.C.C. Rules and Regulations.
  6. The service is furnished subject to the condition that all applicable regulations in Section 1 of this Tariff will be adhered to.
  7. The service is provided for use by the subscriber but may be used by others when so authorized by the subscriber, provided that all such usage is subject to the provisions of this Tariff.
  8. This service is not subject to concessions.
  9. This service may not be suspended at a reduced rate.

(1) Material originally shown on this page is now shown in Section 6.

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**SECTION 4 – COIN TELEPHONE SERVICE, CONT.**

**4.1 Access Line Service For Payphone Service Provider Telephones, cont.**

4.1.1 Definition and Requirements, cont.

A. (Cont.)

10. Access line service for PSP telephones can not be included on accounts containing other classes of service. A separate account is required for this offering at each location
11. This access line provides screening information to prevent the operator from allowing toll charges against the subscriber's line.
12. Customer-provided public telephones may only be connected to access line service for PSP telephones.
13. The subscriber to this service will be responsible for any and all toll charges billed to the subscriber's account.
14. Providers of public voice facsimile services which are transmitted over the public switched network are required to obtain Access Line Service for PSP Telephones or service for connection to the network. The term "Voice Facsimile service" refers to the use of devices providing facsimile service with associated voice capability so that the end user is able to make conventional voice calls as well as electronic transmittals over the same instrument. Provision for such services is subject to the rates and regulations set forth herein for Access Line Service for PSP Telephones.
15. For customers subscribing to Caller ID - Deluxe, as specified in A13.19.5.B. of BellSouth's General Subscriber Services Tariff, if the incoming call originates from a customer provided public telephone, the name information transmitted will always be "Pay Phone".
16. The operator cannot perform coin collecting functions.

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**SECTION 4 – COIN TELEPHONE SERVICE, CONT.**

**4.1 Access Line Service For Payphone Service Provider Telephones, cont.**

4.1.2 Rates and Charges *(1)*

(T)

(D)

*(1) For rates and charges, see Sheet 2.2, following.*

(N)

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**SECTION 4 – COIN TELEPHONE SERVICE, CONT.**

**4.1 Access Line Service For Payphone Service Provider Telephones, cont.**

4.1.2 Rates and Charges, cont.

1. Flat Rate Service – Monthly Rates<sup>(4)</sup>

A. Per Access Line

	Monthly Rate	USOC	
(1) Groups 1 - 2 <sup>(1)</sup>	\$15.42	NA	
(2) Groups 3 – 5 <sup>(2)</sup>	15.25	NA	(I)
(3) Group 6 <sup>(3)</sup>	14.87	NA	

- (1) The access line rate is equal to \$22.55 less the current Subscriber Line Charge (SLC) of \$7.13. Rates for the SLC may change over time. Navigator will charge a monthly rate of \$22.55 including the current SLC, and will file tariff revisions in a timely fashion adjusting the access line rate to reflect future changes in the SLC charge.
- (2) The access line rate is equal to \$22.38 less the current SLC of \$7.13. Rates for the SLC may change over time. Navigator will charge a monthly rate of \$22.38 including the current SLC, and will file tariff revisions in a timely fashion adjusting the access line rate to reflect future changes in the SLC charge. (I) |
- (3) The access line rate is equal to \$22.00 less the current SLC of \$7.13. Rates for the SLC may change over time. Navigator will charge a monthly rate of \$22.00 including the current SLC, and will file tariff revisions in a timely fashion adjusting the access line rate to reflect future changes in the SLC charge. (I) |
- (4) See Section A3.2.1.A.1 of BellSouth’s General Subscriber Services Tariff for rate group categories.

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**SECTION 4 – COIN TELEPHONE SERVICE, CONT.**

**4.1 Access Line Service For Payphone Service Provider Telephones, cont.**

4.1.2 Rates and Charges

1. Flat Rate Service <sup>(1)</sup> – Monthly Rates

B. The following access line feature charge is applicable in addition to (T)  
 the monthly charges in “A” preceding. |

	Monthly Rate	USOC	(T)
(1) Unrestricted, two way <sup>(2)</sup>			(T)
(a) Per line	\$-	1ZA	(R)
(2) Restricted, two way <sup>(2)(3)</sup>			(T)
(a) Per line	-	13R	(R)
(3) Restricted, two way <sup>(2)(3)(4)</sup>			(T)
(a) Per line	-	1FZ	(R)
(4) Restricted, outward <sup>(2)(3)(4)</sup>			(T)
(a) Per line	-	FZP	(R)
(5) Restricted, two way <sup>(3)(4)(5)</sup>			(T)
(a) Per line	-	1Z5	(R)
(6) Restricted, outward <sup>(3)(4)(5)</sup>			(T)
(a) Per line	-	1Z3	(R)
(7) Restricted, two way <sup>(3)(4)(6)</sup>			(T)
(a) Per line	-	13E	(R)
(8) Restricted, outward <sup>(3)(4)(6)</sup>			(T)
(a) Per line	-	13D	(R)

- (1) N11 Service is not available for this service. (T)
- (2) For Access Line Feature Options that do not offer central office blocking of 900/976 calls, the feature is available at a subscriber’s request as shown in Section A13.20 of BellSouth’s General Subscriber Services Tariff (Customized Code Restrictions Option 4). |
- (3) Provides operator screening. (T)
- (4) Provides central office blocking of 011+ calls direct distance dialed to numbers outside the North American Numbering Plan. |
- (5) 1+900, 7 or 10 digit local, 1+DDD, and 976 are blocked from completion. (T)
- (6) 1+900, 1+DDD, and 976 are blocked from completion. |

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**SECTION 4 – COIN TELEPHONE SERVICE, CONT.**

**4.1 Access Line Service For Payphone Service Provider Telephones, cont.**

4.1.2 Rates and Charges, cont.

2. Service charges for this service are as shown following:

A. Line Connection Charge

1. Applies per COIN exchange access line or trunk

	<u>COIN</u>	<u>USOC</u>
First Line (per customer request)	\$60.00	NA

(I)

B. Line Change Charge

1. Applies per COIN exchange access line or trunk

First Line (per customer request)	\$40.80	NA
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C. Secondary Service Charge

1. Applies per customer request

First Line (per customer request)	\$19.55	NA
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D. Premises Work Charge

1. First 15-minute increment or fraction thereof.

Per increment	\$20.00	NA
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2. Each additional 15-minute increment or fraction thereof.

Per increment	\$10.50	NA
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**SECTION 4 – COIN TELEPHONE SERVICE, CONT.**

**4.1 Access Line Service For Payphone Service Provider Telephones, cont.**

4.1.2 Rates and Charges, cont.

3. The subscriber is responsible for Directory Assistance service charges as specified in Sections A3 of the BellSouth General Subscriber Services Tariff and Section 5 of this tariff.
4. Trouble Determination charges are applied on the same basis as for other Residence or Business Service covered in Section A4. of the BellSouth General Subscriber Services Tariff.
5. Directory Assistance charges as specified in Section 5.2.1.E of this tariff or Section A3.12.2 of BellSouth’s General Subscriber Services Tariff, as appropriate, will be applicable to all subscribers.
6. Directory listings in connection with two-way public telephone access lines are furnished as specified in Section A6. of the BellSouth General Subscriber Services Tariff.
7. Directory listings in connection with two-way public telephone access lines as shown below are furnished under the same regulations as shown in Section A6 of the BellSouth General Subscriber Services Tariff. Listings are not available for outward public telephone access lines.

a. Non-Published Listings

	<u>Monthly Rate</u>	<u>USOC</u>
Each	\$4.00	NPU

- b. Secondary Service Charges apply to changes in directory listings associated with this service. Applicable rates are as shown in Section 4.1.2.

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**SECTION 4 – COIN TELEPHONE SERVICE, CONT.**

**4.1 Access Line Service For Payphone Service Provider Telephones, cont.**

4.1.3 Payphone Service Provider Public Inmate Calling Service (PSPICS)

- A. Access line service for PSP telephone service is provided for exclusive use of inmates (hereafter called PSP Inmate Calling Service, or (PSPICS)) served within the confines of a penal, correctional or mental institution.
- B. Except as modified herein, applicable regulations and requirements as set forth elsewhere in Section 4 for PSP telephones will apply to PSPICS.
- C. Access line service for PSPICS when provided for the exclusive use of inmates may be concentrated one line to three instruments. However, if more than one instrument occupies a single access line, only one instrument may use the line at a given time.
- D. Dedicated or special access facilities, may be used in addition to the access line in C preceding for IntraLATA and InterLATA calls.
- E. In lieu of Access Line Service as described elsewhere in Section 4, CPE stations subscribing to PSPICS are provisioned by the customer as follows:
  - 1. May be arranged to terminate calls after a certain amount of time, or in emergency cases in accordance with any Commission Rules and Regulations and upon notification to the Company of such an arrangement. The Company will not provide credit or equivalent service to the called or calling parties for such calls.
  - 2. May be arranged to block access to certain telephone numbers at the facility administrator's request.
- F. Rates and charges for access line service for PSPICS are provided in Section 4.1.2. At the facility administrator's request, blocking of equal access calls (10XXX or 101XXXX) from completion may be provided on telephones for exclusive use of inmates at the following rate:

	Rate	USOC
(1) Per line	\$.80	PSE

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**SECTION 5 – LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE**

**5.1 General**

- A. Long distance message telecommunications service is that of furnishing facilities for communications between stations in different rate centers for two-point service.
- B. Rates for service between points are based on airline mileage between rate centers. In general, each point is designated as a rate center except that certain small towns or communities are assigned adjacent rate centers with which they are closely associated for communication purposes or by community of interest.
- C. Except as otherwise provided herein, the rates and regulations outlined in this Tariff section are in addition to, and are in compliance with, the rates and regulations specified in the other applicable sections of this Tariff.

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**SECTION 5 – LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE,  
CONT.**

**5.2 Two-Point Service**

5.2.1 Service Between Land Wire Telephones

A. Classes of Service

Service is offered to residential and business customers on a Station-to-Station or Person-to-Person basis. The Station-to-Station class of service is furnished on a Customer Dialed Calling Card basis, an Operator Handled basis, or on a Direct Distance Dialing basis.

1. Dial Station-to-Station rates apply to sent-paid, station-to-station dial type communication.
  - a. Dial type telephone communication denotes calls dialed and completed by a customer from a telephone without operator assistance and the call billed to the originating number. Operator services will not be used with call completion or in furnishing information or assistance related to billing or charges for such call, but will:
    - (1) Reestablish a call which has been interrupted after the called number has been reached or,
    - (2) Reach a called telephone number where facilities are not available for dial completion.
    - (3) Record the originating telephone number where no automatic recording equipment is available.
    - (4) Place a call for a calling party who identifies himself as being handicapped and unable to dial the call because of his handicap.
    - (5) Assist in call completion between hearing or speech impaired customers who use Telecommunications Devices for the Deaf (TDD) and ordinary telephone users.
  - b. Dial Station-to-Station rates do not apply on calls placed from a pay telephone.

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**SECTION 5 – LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE,  
CONT.**

**5.2 Two-Point Service, cont.**

5.2.1 Service Between Land Wire Telephones, cont.

A. Classes of Service, cont.

2. Operator Station-to-Station and Person-to-Person

- a. Operator Handled Station-to-Station rates apply to station-to-station telephone communication where the completion of the call or a request for any information or assistance relating to billing or charges for such call requires the assistance of an operator, except for operator services used in connection with dial type telephone communication as noted above. Operator Handled Station-to-Station calls include station-to-station calls placed from a pay telephone.
- b. Person-to-Person rates apply where the person originating the call specifies to the operator a particular person to be reached, a particular mobile station to be reached through a miscellaneous Common Carrier attendant, or a particular station, department, or office to be reached through a PBX or Centrex Type Service.
- c. Customer Dialed Calling Card rates apply to station-to-station telephone communications where the person originating the call dials and completes the call without assistance of an operator, except that an operator will record the Company credit card number; or where the operator reaches the called telephone number where facilities are not available for dial completion. Customer Dialed Calling Card rates also apply when the person originating the call uses a Telecommunications Device for the Deaf (TDD) to originate or receive calls to or from users of ordinary telephones through an Operator at the Alabama Relay Center. Calls through the Alabama Relay Center may be billed only to an Alabama Calling Card number.

**SECTION 5 – LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE,  
CONT.**

**5.2 Two-Point Service, cont.**

5.2.1 Service Between Land Wire Telephones, cont.

B. Rating of Calls

1. Rates are quoted in terms of initial and additional periods.
  - a. The rates for this service are as specified in E following.
  - b. The basic rate for all classes of service is shown in E below. For day calls, total fractional amounts will be rounded down to the lower cents. Additional charges shown under E below should be added to the basic rate for all Operator Station and Person classes of service.

C. Timing of Messages

1. On station-to-station calls, chargeable time begins when connection is established between the calling station and the called telephone or PBX system.
2. On person-to-person calls, chargeable time begins when connection is established between the calling person and the particular person or station specified or agreed upon.
3. Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the operator.
4. Chargeable time does not include time lost because of faults or defects in the service.

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**SECTION 5 – LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE,  
 CONT.**

**5.2 Two-Point Service, cont.**

5.2.1 Service Between Land Wire Telephones, cont.

D. Reversal of Charges (Collect Calls)

1. Collect calls are permissible for all telephone calls except calls to which Dial Station-to-Station or Customer Dial Calling Card rates apply.
2. The regularly established rates apply.

E. Rate Table

Rates shown in the tables below apply to intraLATA intrastate business or residence customers between all points within the same LATA and within the State of Alabama.

1. Basic Rate Table for all classes of Service<sup>(1)(2)</sup>

	<u>All Time Periods</u>	
	<u>Initial Minute or Fraction Thereof</u>	<u>Add'l Minute or Fraction Thereof</u>
Rate Mileage - All Mileage	\$.089	\$.089

- (1) All "real time" rated calls are rated in whole minutes. "Real time" rated calls are calls that require "quotation of charges" before or after a call is completed (1+ Hotel and Time and Charges).
- (2) Where sub-minute billing is not available, the initial and additional periods are rated in increments of one-minute, or any fraction thereof.

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**SECTION 5 – LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE,  
 CONT.**

**5.2 Two-Point Service, cont.**

5.2.1 Service Between Land Wire Telephones, cont.

E. Rate Table, cont.

2. Additional Charges

a. The following charges are in addition to the Basic Rate Table preceding when the call is placed using the following operator services:

(1) Billing Surcharges

	Charge Per Call	USOC
(a) Station-to-Station Customer Dialed Calling Card (credit card) calls	\$0.80	NA
(b) Station-to-Station operator assisted sent paid, collect, third number, and non-customer dialed credit card calls.	2.25	NA
(c) Person-to-Person operator assisted	4.90	NA

(2) Operator Dialed Surcharge<sup>(1)</sup>

(a) Station-to-Station operator assisted or Person-to-Person operator assisted calls (excluding those billed to calling cards) where the operator dials the terminating number	0.80	NA
--	------	----

(3) Partially Automated Surcharge<sup>(2)</sup>

(a) Station-to-Station operator assisted calls where the customer dials the terminating number	0.50	NA
--	------	----

(1) Operator Dialed Surcharge is in addition to any applicable Billing Surcharge.

(2) A Partially Automated Surcharge is in addition to any applicable Billing Surcharge.

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**SECTION 5 – LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE,  
 CONT.**

**5.2 Two-Point Service, cont.**

5.2.1 Service Between Land Wire Telephones, cont.

E. Rate Table, cont.

3. Applicable Rate Periods

- a. The rate shown in 1 above is applicable to the total charges for all messages with fractional amounts rounded down to the lower cent, regardless of the time of day the call is originated or terminated.

	<u>Rate Application</u>						
	<u>Mon.</u>	<u>Tues.</u>	<u>Wed.</u>	<u>Thur.</u>	<u>Fri.</u>	<u>Sat.</u>	<u>Sun.</u>
8:00 AM to 5:00 PM <sup>(1)</sup>	Day Rate	Day Rate	Day Rate	Day Rate	Day Rate	Night Rate	Night Rate
5:00 PM to 11:00 PM <sup>(1)</sup>	Evening Rate	Evening Rate	Evening Rate	Evening Rate	Evening Rate	Night Rate	Evening Rate
11:00 PM to 8:00 AM <sup>(1)</sup>	Night Rate	Night Rate	Night Rate	Night Rate	Night Rate	Night Rate	Night Rate

(1) To, but not including.

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**SECTION 5 – LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE,  
CONT.**

**5.3 IntraLATA Long Distance Verification and Emergency Interrupt Service**

5.3.1 General

Verification and Emergency Interrupt Service is furnished where and to the extent that facilities permit. The customer shall indemnify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

A. Verification

1. Service is furnished to aid subscribers with legitimate call completion problems. Upon request the operator will verify and provide the line status condition of a subscriber line within the intraLATA calling area but outside the local calling area.
2. A subscriber request for verification of an intraLATA long distance number other than an emergency agency number is a chargeable verification request if an operator determines that the line is in use. No charge applies if the line is out of order.

B. Emergency Interrupt Service

1. Service is available when a subscriber who has originated a verification request to a line which has been found in a busy talking state informs the operator that an urgent or emergency situation exists and requests that the operator have the busy line cleared.
2. A subscriber request for Emergency Interrupt to an intraLATA long distance number other than an emergency agency number is a chargeable Emergency Interrupt request.

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**SECTION 5 – LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE,  
CONT.****5.3 IntraLATA Long Distance Verification and Emergency Interrupt Service, cont.**

## 5.3.2 Application of Rates and Charges

- A. No charge will apply if the requesting customer identifies that the call is to or from an official public emergency agency. An official public emergency agency is defined as an agency which is operated by the Federal, state or local government, and has the capability and legal authority to provide prompt and direct aid to the public in emergency situations. Such agencies include the local police, state police, fire department, etc.
- B. Charges may not be billed on a collect basis or on a third number basis to the number being verified or interrupted.
- C. If the number verified is not in use, or as a result of interrupt the line is cleared, and, at the calling party's request, the operator completes the call, the charges specified in Section 5.2.1.E. apply in addition to applicable verification and emergency interrupt charges.

	<u>Charge</u>	<u>USOC</u>
Verification, per call	\$2.50	NA
Emergency Interruption, per call	5.00	NA

- D. If an operator both verifies the condition of the line and interrupts conversation on the same request, only the interrupt charge applies.
- E. The charges for Intra-LATA Verify/Interrupt Service are in addition to any applicable message rates.

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**SECTION 5 – LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE,  
CONT.**

**5.4 Directory Assistance Call Completion Service**

5.4.1 Description of Service

- A. Directory Assistance Call Completion (DACC) is an optional service provided to users of Directory Assistance (DA) Service. DA customers may choose to have the telephone number they are requesting dialed by the DA Operator System.
- B. Service is available to Business and Residence customers except as limited in Section 5.4.3.
- C. Individual message detail is not included as part of this service.
- D. Service is available only where billing and terminal capability exists.
- E. Customers may request blocking of DACC Calls originating from their telephone lines by contacting the Company.

5.4.2 General Regulations

- A. The service is not subject to concessions and is furnished subject to all applicable regulations as shown in Section 2 of this tariff.

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**SECTION 5 – LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE,  
CONT.**

**5.4 Directory Assistance Call Completion Service, cont.**

5.4.3 Limitations of Service

A. Service is not available for the following classes of service call categories:

1. UniServ DA number requests
2. Non-Bell Exchange Carrier customers
3. Any Special Line Class Codes
4. 976 DA number requests
5. Alternately Billed Calls; e.g., Collect, Calling Card, Billed to Third Number
6. Any PBX type customer who requires real-time notification of charges, i.e., HOBIC
7. Calls from tandems where the end user cannot be identified
8. Calls from Payphone Service Provider Telephones

5.4.4 Rates and Charges

A. Service charges

(1) Directory Assistance Call Completion Charge

	Rate	USOC
(a) Charge Per Completed Call	\$0.00	NA

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**SECTION 6 - SPECIAL SERVICE ARRANGEMENTS (1)**

**6.1 Individual Case Basis Arrangements**

Rates for Dedicated Access, Private Line and combinations of Unbundled Network Equipment services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the services and will be made available to Customers in a nondiscriminatory manner. Terms of the specific ICB contracts will be made available to the Alabama Public Service Commission upon request on a proprietary basis.

**6.2 Customer Requested Service Suspensions**

At the request of the Customer the Company will suspend incoming and outgoing service on the Customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without change. At the Customer's request the Company will, for 30 days, provide the Customer with an intercept recording referring callers to another number. This service is available to Customers at no charge.

The Company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction, during the period of suspension.

	<u>Period of Suspension Charge</u>
First Month or Partial Month	Regular Monthly Rate (no reduction)
Each Add'l. Month	(one year 1/2 Regular Monthly Rate limit)

(1) Moved from Section 4 of Navigator's previously approved local tariff.

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**SECTION 7 – ACCESS RECOVERY SURCHARGE**

**7.1 Description**

The Access Recovery Surcharge (ARS) is not a tax or charge imposed by a government entity. This fee is used to recover materially increased Navigator Telecommunications’ costs resulting from regulatory changes adopted by the Federal Communications Commission in the *Matter of Unbundled Access to Network Elements and Review of the Unbundling Obligations of Incumbent Local Exchange Carriers*, (CC Docket 01-338 and WC Docket 04-313). Specifically, the charge will offset recent increases in Navigator’s costs of gaining access to incumbent networks. The ARS is not a fixed monthly recurring charge. Rather, the ARS is a percentage of the customer bill based on the total monthly recurring charges (MRCs), less any taxes or surcharges. The ARS is calculated by application of a percentage to each customer’s total monthly recurring charges incurred in the previous calendar month. The ARS percentage to be applied will be determined by the customer’s total MRCs on its monthly invoice for the previous month, based on the schedule outlined below.

Customer Account Monthly Recurring ARS	
MRC Revenue Tier	Charge %
\$0.00 to \$99.99	17.00%
\$100.00 to \$199.99	16.00%
\$200.00 to \$299.99	15.00%
\$300.00 to \$399.99	15.00%
\$400.00 to \$499.99	15.00%
\$500.00 to \$599.99	12.50%
\$600.00 to \$699.99	12.50%
\$700.00 to \$799.99	10.00%
\$800.00 to \$899.99	10.00%
\$900.00 to \$999.99	10.00%
\$1,000.00 to \$1,099.99	10.00%
\$1,100.00 to \$1,199.99	10.00%
\$1,200.00 and above	0.00%

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