

NAVIGATOR TELECOMMUNICATIONS, LLC.
REGULATIONS AND SCHEDULE OF CHARGES
APPLYING TO INTEREXCHANGE COMMUNICATIONS SERVICES
WITHIN THE COMMONWEALTH OF VIRGINIA

This tariff is on file with the Virginia State Corporation Commission and can be viewed at their Division of Communications located in the Tyler Building – 9th Floor, 1300 East Main Street, Richmond, Virginia 23219. In addition, this tariff is available for review at the Company's principle place of business, Monday - Friday, 9:00 AM - 5:00 PM, local time, located at 8525 Riverwood Park Drive, North Little Rock, Arkansas 72113.

Toll Free Number for Navigator's principle place of business is 1-877-762-8835.

CHECK PAGE

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

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

* = New/Revised Page This Issue

TABLE OF CONTENTS

Title Page Title
Check Page.....1
Table of Contents.....2
Symbols.....4
Tariff Format.....5
Application of Tariff.....6
Technical Terms and Abbreviations7

SECTION 1 - RULES AND REGULATIONS

1.1 Undertaking of the Company9
1.2 Prohibited Uses9
1.3 Limitations of Service.....10
1.4 Liabilities of the Company.....11
1.5 Deposits.....13
1.6 Advance Payments13
1.7 Billing and Payment Procedures.....14
1.8 Disputed Bills.....15
1.9 Terminal Equipment16
1.10 Interconnection17
1.11 Inspection, Testing, and Adjustment17
1.12 Notice of Discontinuance of Service18
1.13 Cancellation by Customer.....18
1.14 Refusal or Discontinuance by the Company.....18
1.15 Discontinuance in Special Circumstances19
1.16 Restoration of Service20

TABLE OF CONTENTS, CONT.

SECTION 2 - SERVICE DESCRIPTIONS AND RATES

2.1 General21
2.2 Timing of Calls22
2.3 Calculation of Distance23
2.4 Rate Periods25
2.5 Outbound Long Distance Service26
 2.5.1 Direct Dial Service27
2.6 Inbound Toll-Free Number Service28
2.7 Travel Service29
2.8 Dedicated Long Distance Service30
 2.8.1 Dedicated Service31

SECTION 3 - MISCELLANEOUS SERVICES AND RATES

3.1 Directory Assistance32

SECTION 4 – PROMOTIONAL OFFERINGS

4.1 General33

SECTION 5 - CONTRACT SERVICES

5.1 General34

SECTION 6 – SPECIAL SERVICE ARRANGEMENTS

6.1 Individual Case Basis (ICB) Arrangements35

SYMBOLS

The following symbols are used for the purposes indicated below:

R – to signify a reduced rate

I – to signify an increased rate

C – to signify a changed regulation

T – to signify a change in text but no change in rate or regulation

S – to signify a reissued matter

M – to signify a move in the location of text

N – to signify a new rate or regulation

D – to signify a discontinued rate or regulation

Z – to signify a correction

TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. All pages of the tariff are sequentially numbered. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Virginia State Corporation Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Consult the Check Page for the page 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 Pages** - When a tariff filing is made with the Virginia State Corporation Commission an updated Check Page accompanies the tariff filing. The Check Page lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Page 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 page 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 Page to determine if a particular page within the tariff is the most current on file with the Virginia State Corporation Commission.

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of interexchange telecommunications services by Navigator Telecommunications, LLC., hereinafter referred to as the Company, to Customers within the Commonwealth of Virginia. Navigator's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

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.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Service network to identify the caller and validate the caller's authorization to use the services provided.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service. An authorized user must be specifically named in the application for 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.

Commission – Virginia State Corporation Commission.

Customer - Any person, firm, partnership, corporation, municipality, cooperative, organization, governmental agency, etc., subscribing to telecommunications services from a utility subject to the jurisdiction of the Commission. The customer is responsible for the payment of charges and compliance with all terms and conditions of this tariff.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the company.

Initial And Additional Period - The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging for time in excess of the Initial Period.

Nonrecurring Charges – A charge applying to the provision of certain items of service and equipment or facilities as distinguished from the service charges applicable for the establishment of telephone service.

TECHNICAL TERMS AND ABBREVIATIONS, CONT.

Premises - The physical space designated by the Customer for the termination of the Company's service.

Recurring Charges – The monthly charges to the Customer for Services, facilities and equipment, which continues for the agreed-upon duration of the Service.

Services – The services, or combination thereof, offered by the Company and contained in this Tariff.

Service Charges – Charges in connection with the ordering or connection of services. Charges are typically nonrecurring.

Subscriber - See Customer.

Switched Access Origination/Termination - Where access between the customer and the interexchange carrier is provided on local Exchange Company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Travel Card Call - A service whereby the Customer or Authorized User dials all of the digits necessary to route and bill a call placed from a location other than his/her residence or normal place of business. Service is accessed via a "1-800", or other access code dialing sequence.

United States - The forty-eight states contained within the mainland United States, the District of Columbia, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

SECTION 1 - RULES AND REGULATIONS

1.1 Undertaking of the Company

Navigator's services and facilities are furnished for communications originating at specified points within the Commonwealth of Virginia under terms of this tariff. Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

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 is 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.

Pursuant to this tariff, Navigator will offer long distance (interexchange) communications services within the Commonwealth of Virginia.

1.2 Prohibited Uses

1.2.1 The Services of the Company shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits, required to be obtained by the Customer with respect thereto.

1.2.2 The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer or End User may not assign or transfer in any manner the Service or any rights associated with the Service without the written consent of the Company.

1.2.3 The Company may require a Customer to immediately shut down its transmission of signals if the Company concludes, in its sole discretion, that such transmission is causing interference to others.

1.2.4 The Customer may not use the Services so as to interfere with or impair Service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

SECTION 1 - RULES AND REGULATIONS, CONT.

1.3 Limitations of Service

- 1.3.1 Service is offered subject to the provisions of this tariff and the availability of the necessary facilities and/or equipment, and is limited to the ongoing availability and capacity of the Customer's facilities as well as the facilities the Company may require from other carriers to furnish Service. The Company may decline Service Orders to or from a location where, in the Company's sole discretion, the necessary facilities or equipment are not available. The Company may discontinue furnishing Service in accordance with the terms of this tariff.
- 1.3.2 The Company reserves the right to discontinue or limit Service when necessitated by conditions beyond its control, or when Service is used in violation of provisions of this tariff or the law.
- 1.3.3 The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- 1.3.4 The Company reserves the right to discontinue Service, limit Service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing Service, as determined by the Company in its reasonable judgment.
- 1.3.5 The furnishing of Service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities, as well as facilities the Company may obtain from other carriers to furnish Service from time to time as required at the sole discretion of the Company.

SECTION 1 - RULES AND REGULATIONS, CONT.**1.4 Liabilities of the Company**

- 1.4.1 The Services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular Services and facilities furnished under this tariff.
- 1.4.2 The liability of the Company for damages arising out of the furnishing of these Services, including but not limited to mistakes, omissions, interruptions, delays, tortuous conduct or errors, or other defects, representations, or use of these Services or arising out of the failure to furnish the Service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer or End User and the sole liability of the Company. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, except when caused by the intentional acts or omissions or negligence of the Company's employees or agents.
- 1.4.3 The Company shall not be liable for, nor shall any Service Credits be extended for, any failure of performance or equipment due to causes beyond its control, including but not limited to acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.
- 1.4.4 The Company shall not be liable for any act or omission by any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the Services the Company offers.
- 1.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- 1.4.6 Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company, nor shall the Company be liable for the performance of any such vendor or vendor's equipment.

SECTION 1 - RULES AND REGULATIONS, CONT.

1.4 Liabilities of the Company, cont.

- 1.4.7 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 1.4.8 The Company is not liable for any defacement of or damage to the Premises resulting from the furnishing of Services, equipment, or associated wiring on such Premises or the installation or removal thereof, except where such defacement or damage is the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- 1.4.9 The Company shall not be liable for any damages resulting from delays in meeting any Service dates.
- 1.4.10 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with Service.
- 1.4.11 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

SECTION 1 - RULES AND REGULATIONS, CONT.

1.4 Liabilities of the Company, cont.

1.4.12 The Customer and any End User, jointly and severally, shall indemnify, defend and hold the Company harmless from claims, loss, damage, expense, or liability (including liability for patent infringement) arising from: (1) any claims made against Company by any End User in connection with the delivery or consumption of Services; (2) combining with, or using in connection with facilities the Company furnished, facilities the Customer or End User furnished; or (3) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control. In the event that any infringing use is enjoined, the Customer, at its option and expense, may obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer and any End Users shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such claims.

1.5 Deposits

1.5.1 The Company will not require a deposit from its customers.

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.

SECTION 1 - RULES AND REGULATIONS, CONT.**1.7 Billing and Payment Procedures**

- 1.7.1 The Company shall bill all charges incurred by and credits due to the Customer. The Customer will receive bills in paper format. Such bills are due within thirty (30) days after the date of issuance thereof. The Company shall bill in advance charges for all Services to be provided during the ensuing billing period except for charges associated with Service usage. Adjustments for the quantities of Service established or discontinued in any billing period beyond the minimum period will be prorated to the number of days based on a thirty (30) day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of the bill.
- 1.7.2 The Company shall bill for all Services rendered within ninety (90) days of when those Services are provided.
- 1.7.3 All bills for Service provided to the customer by the Company are due thirty (30) days from the date of issuance of the bill. The Customer's bill will show the date on which the bill is delivered to the U.S. mail or delivered to the customer's premises as well as the date by which the payment must be received to avoid late payment charges. Payment for current service shall not be considered overdue, if payment is received by the Company within 25 days from the mailing date or delivered date of the bill. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within 25 days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5 percent.
- 1.7.4 Customer shall be responsible for payment of all sales, use, gross receipts, excise, access, bypass, franchise or other local, Rights of Way fees and Federal taxes, fees, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the Services rendered by Company, (excepting Company's income taxes). Such items shall be separately stated on the Customer's invoice.
- 1.7.5 For Returned Checks: The Customer will be assessed a returned check charge of \$20.00 for each check or other instrument submitted by the Customer to the Company that a financial institution refuses to honor.

SECTION 1 - RULES AND REGULATIONS, CONT.

1.8 Disputed Bills

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must pay the undisputed portion of the invoice in full and submit a documented claim for the disputed amount. The Customer shall submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within ninety (90) days of receipt of billing for those Services. Unless disputed, the invoice shall be deemed to be correct and payable in full by Customer. If the Customer is unable to resolve any dispute with the Company, then Customer may file a complaint with the Commission. The current address for filing Complaints is:

Virginia State Corporation Commission
Communications Division
Tyler Building – 9th Floor
1300 E. Main Street
Richmond, VA 23219
Telephone: (804) 371-9420
Facsimile: (804) 371-9069

If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest or penalties will apply.

SECTION 1 - RULES AND REGULATIONS, CONT.

1.9 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. 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 Navigator's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

SECTION 1 - RULES AND REGULATIONS, CONT.

1.10 Interconnection

1.10.1 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.

1.11 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.

SECTION 1 - RULES AND REGULATIONS, CONT.

1.12 Notice of Discontinuance of Service

1.12.1 The Company shall give the Customer ten (10) days written notice before initially discontinuing service, unless the discontinuance is upon Customer request or involves a dangerous condition, violation of Company rules or unauthorized interference with or use of services (Sections 1.14.1, 1.14.3, 1.14.7, and 1.14.8 herein), in which case the Company may discontinue service immediately.

1.12.2 Notice shall be sent to the account name and address. Service of notice by mail is complete upon mailing. The Company shall maintain an accurate record of the date of mailing.

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 Refusal or Discontinuance by the Company

The Company may discontinue or refuse service for any of the following reasons, provided that proper notice of discontinuance of service has been given, as provided in Section 1.12 herein:

1.14.1 When the subscriber requests it.

1.14.2 When a telephone bill becomes delinquent, after proper notice has been given by the Company. Navigator Telecommunications, LLC. allows Customers at least 25 days to pay bill charges.

1.14.3 When a dangerous condition exists on the Customer's premises.

1.14.4 When the Customer fails to provide credit information.

SECTION 1 - RULES AND REGULATIONS, CONT.

1.14 Refusal or Discontinuance by the Company, cont.

- 1.14.5 When the Customer misrepresents his or her identity for the purpose of obtaining telephone service.
- 1.14.6 When the Customer refuses to grant the Company personnel access, during normal working hours, to telephone equipment installed upon the premises of the Customer for the purpose of inspection, maintenance, or replacement.
- 1.14.7 When the Customer violates any rule of the Company, which violation adversely affects the safety of the Customer or other persons, or the integrity of the telephone system.
- 1.14.8 When the Customer causes or permits unauthorized interference with or use of telephone service situated on or about the Customer's premises.

1.15 Discontinuance in Special Circumstances

1.15.1 If a residential subscriber notifies the telephone company and establishes that:

- A. Discontinuance would be especially dangerous to the health of the Customer, resident member of the Customer's family or other permanent resident of the premises where service is rendered, and
- B. Such Customer is unable to pay for such service in accordance with the requirements of the Company's billing or is able to pay for such service only in installments,

The Company shall either allow payment in reasonable installments or postpone discontinuance of service for at least twenty-five (25) days so that the Customer can make arrangements for reasonable installment payments.

SECTION 1 - RULES AND REGULATIONS, CONT.

1.16 Restoration of Service

1.16.1 Upon the Customer's request, a telephone company shall restore service promptly when (a) the cause of discontinuance of service has been eliminated, or (b) applicable restoration charges have been paid, or (c) satisfactory credit arrangements have been made.

1.16.2 At all times, every responsible effort shall be made to restore service on the restoration day requested.

1.16.3 The Company may charge a reasonable fee for service restoration.

SECTION 2 - SERVICE DESCRIPTIONS AND RATES

2.1 General

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

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

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

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

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

SECTION 2 - SERVICE DESCRIPTIONS AND RATES, CONT.

2.2 Timing of Calls

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

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

SECTION 2 - SERVICE DESCRIPTIONS AND RATES, CONT.

2.3 Calculation of Distance

2.3.1 Regulations

- A. Each exchange in the Commonwealth of Virginia is assigned a rate center.
- B. For the purpose of determining airline mileages, vertical and horizontal grid lines have been established across the Commonwealth of Virginia. The spacing between adjacent vertical grid lines and between horizontal grid lines represents a distances of one coordinate unit. This unit is the square root of 0.1, expressed in statute miles. A vertical (V) and horizontal (H) coordinate is computed for each rate center from its latitude and longitude location by use of appropriate map-projection equations. A pair of V-H coordinates locates a rate center, for determining airline mileages, at a particular intersection of an established vertical grid line with an established horizontal grid line.
- C. The mileage for multipoint interexchange channel services is that combination of airline distances between rate centers which will produce the lowest total interexchange mileage charge

SECTION 2 - SERVICE DESCRIPTIONS AND RATES, CONT.**2.3 Calculation of Distance, cont.****2.3.2 Charges Based Upon Facility Distance**

Where charges for a service are based upon distance, the distance is determined in the following manner:

The airline mileage between any two points/wire center is calculated by using the "AV" and "AH" coordinates of the points, as defined in industry publications, and available from the Company, in the following manner:

Step 1: Obtain the "V" (vertical) and "H" (horizontal) coordinates for each point/wire center from the above-referenced Telcordia document.

Step 2: Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.

Step 3: Square each difference obtained in Step 2 above.

Step 4: Add the square of the "V" difference and the square of the "H" difference obtained in Step 3 above.

Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

Step 6: Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

The formula for distance calculations is:

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

SECTION 2 - SERVICE DESCRIPTIONS AND RATES, CONT.

2.4 Rate Periods

2.4.1 The following rate Periods apply:

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

* Up to but not including.

2.4.2 Holiday Rates

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

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

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

SECTION 2 - SERVICE DESCRIPTIONS AND RATES, CONT.

2.5 Outbound Long Distance Service

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

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

SECTION 2 - SERVICE DESCRIPTIONS AND RATES, CONT.

2.5 Outbound Long Distance Service, cont.

2.5.1 Direct Dial Service

Navigator's outbound long distance service is a usage based offering with no monthly charge. For billing purposes, call timing is billed in six-second increments after a minimum initial period of eighteen seconds. No volume, time of day and holiday discounts apply.

Monthly Recurring Charges: Not Applicable

Usage Charges:

	Per Minute Rates
Business	\$.069
Coin	.039
Residential	.089

SECTION 2 - SERVICE DESCRIPTIONS AND RATES, CONT.

2.6 Inbound Toll-Free Number Service

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

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

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

Monthly Recurring Charges:

Business	\$2.95
Residential	\$1.95

Payphone Surcharge:	\$.55
Usage Charges:	

The following usage rates apply in addition to the appropriate monthly recurring charge to calls placed from locations in the Commonwealth of Virginia.

	Per Minute Rates
Business	\$.079
Residential	.099

SECTION 2 - SERVICE DESCRIPTIONS AND RATES, CONT.

2.7 Travel Service

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

For billing purposes, calls within the Continental USA* are billed in six second increments after an eighteen second initial period. Time of day, holiday and volume discounts do not apply.

Monthly Recurring Charges: Not Applicable

Payphone Surcharge: \$.55

Usage Charges:

	Per Minute Rates
Business	\$.20
Residential	.20

* Interstate points not regulated under this tariff.

SECTION 2 - SERVICE DESCRIPTIONS AND RATES, CONT.

2.8 Dedicated Long Distance Service

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

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

SECTION 2 - SERVICE DESCRIPTIONS AND RATES, CONT.

2.8 Dedicated Long Distance Service, cont.

2.8.1 Dedicated Service

Navigator’s dedicated access long distance service is a usage rate offering. For billing purposes, call timing is billed in six-second increments after a minimum initial period of eighteen seconds. No volume, time of day and holiday discounts apply.

1 + Rate

Monthly Recurring Charges: Not Applicable

Usage Charges:

	Per Minute Rates
Business	\$.064
Coin	.039

Toll Free Rate

Monthly Recurring Charges for Business: \$2.95

Payphone Surcharge: \$.55

Usage Charges:

	Per Minute Rates
Business	\$.074

SECTION 3 - MISCELLANEOUS SERVICES AND RATES

3.1 Directory Assistance

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

Directory Assistance, Per Call	\$1.25
--------------------------------	--------

SECTION 4 – PROMOTIONAL OFFERINGS

4.1 General

The Company may make promotional offerings of its tariffed services which may include reducing or waiving applicable charges for the promoted service. No individual promotional offering will exceed six months in duration, and any promotional offering will be extended on a non-discriminatory basis to any customer similarly classified who requests the specific offer.

The Company will submit its Promotions by letter to the Commission Staff outlining the promotion, listing the tariffed item being promoted, and the promotion's start and end dates in lieu of filing language in the tariff.

SECTION 5 - CONTRACT SERVICES**5.1 General**

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

SECTION 6 - SPECIAL SERVICE ARRANGEMENTS

6.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those shown for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

The Company will maintain records of its ICB contracts for Commission review as conditions or circumstances may require.