

**WE CONNECT COMMUNICATIONS, INC.**  
**Domestic Informational Price List**

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**APPLICATION OF PRICE LIST**

This Domestic Informational Price List (DIPL or Price List) contains the rates terms and conditions applicable to the provision of services described herein by the Issuing Carrier, hereinafter referred to as Carrier, Company, We Connect Communications, or We Connect.

These are terms and conditions that will initially apply to customers without other contractual arrangements. Customers with preexisting contractual arrangements will continue to be provided with service pursuant to those contracts. The Carrier reserves the right to modify these provisions on a prospective basis and to provide service under such modified provisions. Customers will be given notice of such modifications through mailings, publications, or other processes.

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**SECTION 2 - RULES AND REGULATIONS**

**General Regulations**

Contained herein are specific service descriptions and rates for Company's domestic services.

Carrier is a specialized common carrier providing local telephone communications and long distance telephone service to customers for their direct transmission and reception of voice, data, and other types of telecommunications. International communication services are provided only in conjunction with Carrier's domestic interstate communication services.

Regarding interstate and intrastate long distance calling, the customer's monthly usage charges are assessed based upon the time the customer uses the Carrier's intercity communication facilities as measured by the Carrier's electronic switching equipment, together with the use of service option, if any. Unless otherwise specified, calls will be measured from the time that either the calling or called party disconnects from the call, as indicated by answer supervision. No charge is made for calls not completed. It is not the Carrier's policy to charge a customer for uncompleted calls. A customer may dispute any charges by contacting the Carrier's Customer Services Department and proper credits will be issued if, upon investigation, the disputed charges are found to be incorrect. For billing purposes, the duration of each call will be rounded as specified in the description of each service option in the following sections.

Customer orders for special services, technical assistance, equipment, or non-routine maintenance and/or installation (the "Special Services"), if available, shall be subject to additional charges determined on a case by case basis. Should the Carrier agree to provide a Special Service and the customer cancels his/her order prior to the commencement of a Special Service or before completion of a minimum period of usage mutually agreed upon by the parties, a charge shall be payable by the customer for the nonrecoverable portions of expenditures or liabilities incurred by the Carrier as a result of the Carrier's order.

Reservation of an 800 number may be controlled by an independent third party and is subject to availability of the number at the time a written request is fully processed by all involved parties. Carrier confirmation of verbal requests made prior to receipt of a written request is not binding on Carrier.

Use of Carrier 800 inbound services and 800 telephone numbers is expressly subject to any 800 service policies the Company may implement or may be required to implement from time to time. Customer shall not sell, broker, barter, assign, transfer, or release for a fee (or otherwise) any 800 number. With respect to Company assigned 800 numbers, Company shall be deemed the responsible organization (Resp Org). In addition to any other limitations on liabilities contained herein, customer indemnifies and holds Company harmless from all liabilities associated with customer's use of an 800 number including without limitation the premature or incorrect publication or advertisement of an 800 number. Upon cancellation or termination of any 800 service that uses an 800 number that is or may be shared Customer forfeits entirely the right to continued use of the 800 number. If at the time of cancellation of inbound services the customer owes an outstanding balance (30 days or more) to the Resp Org on its FTC account, the Customer's 800 number shall not be released to another long-distance carrier or Resp Org.

It is unlawful to use any telephone number beginning with an 800 service access code, or any other telephone number advertised or widely understood to be toll free, in a manner that would result in: (a) the calling party or the subscriber to the originating line being assessed, by virtue of completing the call, a charge for the call; (b) the calling party being connected to a pay per call service; (c) the calling party being charged for information conveyed during the call unless the calling party has a presubscription or

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**SECTION 2 - RULES AND REGULATIONS**

General Regulations (Cont'd)

comparable arrangement; or (d) the calling party being called back collect for the provision of audio or data information services, simultaneous voice conversation

The General Regulation applicable to all domestic and international services, are set forth herein. The detailed product descriptions and rates for services are found below.

At the Company's option, the Company may either (1) directly bill a customer for any dedicated access line charges of a local exchange carrier or alternate access provider that are incurred by the Company on behalf of the customer, or (2) require the customer to be billed directly by the customer's local exchange provider or alternate access provider for any charges associated with dedicated access lines required to access a Company's dedicated service option.

Limitations of Service

Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Price List. The Carrier reserves the right not to provide service to or from a calling location or types of calling locations where the necessary facilities or equipment are not available, or where a pattern of calling reasonably evidences suspected fraudulent or unauthorized calling between those locations.

The Carrier reserves the right to discontinue or suspend furnishing service, without written notice, when necessitated by conditions beyond its control, when the customer is using the service in violation of the provisions of this Price List, or in violation of the law, the network is or could be placed in peril by customer's use.

Title to all facilities provided by the Carrier under these regulations remains with the Carrier.

Use of Service

The services offered herein may be used for the transmission of communications to or by the customer.

Service shall not be used for any unlawful purpose, including, but not limited to, the resale of such service without the necessary certificates of authority for such resale, or without complying with other legal requirements for such resale as may be required by the Communications Act of 1934, the rules and regulations of the Federal Communications Commission, and the statutes or regulations of any state.

Interconnection

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

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs, rules, and regulations. The customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communications

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**SECTION 2 - RULES AND REGULATIONS**

Interconnection (Cont'd)

systems with Carrier's facilities. He shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

Basic Terms and Conditions of Service

Service is provided and billed on the basis of a minimum period of at least one month, beginning on the date that billing becomes effective, and continues to be provided until canceled, by the customer, in writing, on not less than thirty (30) days' notice.

Service is offered on a monthly basis.

For the purpose of computing charges in this Price List, a month is considered to have 30 days.

The name(s) of the customer(s) desiring to use the service must be stipulated in the application for service.

All term plans will automatically renew for successive periods of twelve months unless the Customer notifies the Carrier in writing prior to the expiration of their then-current term plan that they intend to terminate the agreement at the completion of its term. The Carrier will inform the Customer of its auto-renewal provision when service is initially offered. In addition, the Carrier will also notify the Customer of this provision at least 60 days prior to the expiration of their then-current term.

Payment and Billing

The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. Charges based on actual usage subject to all minimum charge provisions during a month will be billed monthly in arrears. Charges for installation, physical or administration changes, or for cancellation of orders are payable upon completion.

The Carrier shall bill on a current basis all charges incurred by and credits due to the Customer. The Carrier shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage, such as interstate and intrastate calls made during the period.

Bills will be payable upon receipt. Interest at the rate of 2% per month or \$4.50 whichever is higher may be applied in accordance with Carrier's standard credit policy to any unpaid amount commencing 10 days after the bill due date. See Late Payment Penalty Charges in Section 3, page 16 of this Price List.

Carrier may require customer to submit a formal credit application. Applicants for service or customers whose financial condition is not acceptable to the Carrier or is not known to the Carrier, may be required at any time to make a deposit of \$75.00 for residential services or \$100.00 for business services. The Carrier reserves the right to require applicants who have filed bankruptcy owing the Carrier unpaid monies, to pay an initial service deposit up to or equaling the previously unpaid amount. Carrier may also require customers to provide other assurances of payment through the use of credit cards, bank accounts, debits, or similar means. In the case of a cash deposit, interest will be paid for the period during which the deposit is held by the carrier at the interest rate(s) set by the Mississippi Public Service

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**SECTION 2 - RULES AND REGULATIONS**

**Payment and Billing**

Commission. While normally the deposit with interest will be remunerated to the customer after a twelve-month period, at the Carrier's option, such deposit may be refunded or credited to the customer at any time prior to termination of service. Interest will not be paid on deposits held less than six (6) months.

For the purpose of billing, the start of service is the day of acceptance by the customer of the Carrier's service. The end of service is the last day after receipt by the Carrier of notification of discontinuance.

The Carrier, at its option, may terminate service for nonpayment after written notification has been made to the customer of delinquency.

When payment in the form of a bank check for services rendered is returned to the Carrier, the customer will be assessed a service charge not exceeding that which is permitted by applicable law. This assessment will be based upon any of the following conditions: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank.

The customer shall give the Carrier prompt written notice of any disputed charges appearing on an invoice. This notice must be received by the Carrier within fifteen (15) days after the bill's due date. After receiving notice of a dispute, the Carrier shall take reasonable steps to resolve such disputes. The customer shall pay all charges, including disputed charges, while resolution of the disputed charges is pending. This action will allow the customer to avoid automatically rendered late payment fees. Nonpayment of charges for services may result in the interruption or discontinuance of any or all of the services furnished the subscriber.

In the event that legal action is instituted by Carrier to recover any sums then due and Carrier prevails, Carrier shall be entitled to recover its costs of collection, legal costs, court costs and reasonable attorneys' fees, in addition to whatever other relief the court may award. Any sums then due shall earn interest at the rate of two (2%) percent simple interest per month (unless a lower rate is prescribed by law, in which event at the highest rate allowed by law), from the date these sums were accrued until the entire debt is paid in full.

Customer and Carrier agree that, absent another Carrier designation to customer or other provision of law, an action to recover Carrier's charges or fees for services provided to customer that remain unpaid or delinquent, and to otherwise enforce the Terms of the service agreement between Carrier and Customer, shall lie if brought and maintained in a court of competent jurisdiction located in Mississippi, where Carrier's retail accounts are normally supported. Customer and We Connect accept the jurisdiction and venue of such courts and shall not object to their jurisdiction and venue. Carrier may also initiate an action to collect unpaid charges or fees and to enforce terms and conditions in any other place where customer is subject to jurisdiction and services.

To obtain credits for wrong numbers, cut-offs or poor transmission of calls, the customer has the following options: 1) an immediate inconvenience credit may be obtained for wrong numbers, cut-offs, and poor transmission of calls by calling the Company's Customer Service Department. The immediate credit given may not be equal to the actual charge of the call in question or; 2) the customer has the

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**SECTION 2 - RULES AND REGULATIONS**

Payment and Billing (Cont'd)

option upon obtaining their monthly invoice, to identify the specific charge for which they request adjustment, and submit a copy of the invoice to the Company's Customer Service Department to receive the requested credit. The credits for these calls are given as detailed in Section 2, pages 11 and 12. The Company reserves the right to determine what charges in question receive a credit.

Liability

The entire liability of the Company for all claims of whatever nature arising out of the Company's provision of the services and not caused by the customer's negligence, shall not exceed an amount equal to the proportionate fixed monthly charges to the customer for the period of service during which any mistake, omission, interruption, delay, error, or defect in the services of the Company's equipment or any other event of action giving rise to a claim, occurs. The Company's liability for its willful misconduct, if any, is not limited by its tariff or Price List. In no event shall the Company be liable for special, punitive, consequential, or incidental damages. The Company disclaims any express or implied warranties with respect to the services of company equipment, including without limitation, any implied warranties or merchantability and fitness for a particular purpose.

The Company is not liable for any act of omission of any other company or companies furnishing a portion of the service.

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

- 1) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities.
- 2) Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the customer.
- 3) All other claims arising out of any act of omission of the customer in connection with any service provided by the Company.

The Company shall not be liable for and the customer indemnifies and hold the Company harmless from any and all loss, claims, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or persons, for any personal injury to, or death of any person, or persons, and for any loss, damages, defacement or destruction of the premises of the customer of any other property, whether owned by the customer or others, of for any incidental, special or consequential damages including interruption to business, 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 equipment provided by the Company (e.g., including but not limited to autodialers, jacks, antennas, etc. ) or wiring provided by the Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of the Company's intentional acts. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

In no event shall the Company be liable to any customer for any damages caused by act of omission of any local exchange carrier or other third party in establishing the Company as the customer primary

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**SECTION 2 - RULES AND REGULATIONS**

Liability

interexchange carrier. The Company shall not be liable for any charges billed to the customer by another carrier caused by a local exchange carrier's failure to process a request designating the Company as the customer's primary interexchange carrier or caused by any act or omission of any third party.

The Company reserves the right to transfer customer accounts to other carriers at the Company's sole discretion. The Company is not liable for any losses, damage, claims, suits, or other actions asserted by the customer due to the policies, procedures, service quality, or charges instituted by a carrier to which the Company transfers customer accounts.

Interruption of Service

Credit allowance for interruptions of service which are not due to the Carrier's testing or adjusting, or due to the negligence of the customer, or to the failure of channels, equipment and/or communications systems provided by the customer, are subject to the general liability provisions set forth in Section 2, pages 11 and 12. It shall be the obligation of the customer to notify the Carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission of the subscriber, not within his control, or is not in the wiring or equipment connected to the terminal of the Carrier.

Restoration of Service

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

Discontinuance by Carrier

The Carrier, by written notice to the customer, may immediately discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

Nonpayment of any sum due to the Carrier for service for more than 30 days beyond the date of rendition of the bill for such service;

A violation of any regulation governing the service under this Price List;

A violation of any law, rule or regulation of any government authority having jurisdiction over the service;

The Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

Cancellation by Customer

Service will be provided until canceled by the customer. Cancellation by the customer must be provided in writing, with not less than thirty (30) days' notice. If a customer orders service and then cancels his order before the service begins, before completion of the minimum period, or before completion of some other period mutually agreed upon, in writing, by the customer and the Carrier, a charge will be made to the

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**SECTION 2 - RULES AND REGULATIONS**

Cancellation by Customer (Cont'd)

customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by the Carrier and not fully reimbursed by any assessed installation, minimum, and monthly charges (including those for the minimum service period). If, based on such an order, any construction has either begun or been completed, and no service provided, the nonrecoverable cost of such construction shall be borne by the customer.

Inspection, Testing, and Adjustment

Carrier may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this Price List are being complied with in the installation, operation, or maintenance of the customer's or the Carrier's equipment. The Carrier may interrupt the service at any time, without penalty to itself, because of departure from any of these requirements except as provided below.

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

Change in Service Agreement

When a change in service arrangement involves the continued use by the customer of circuits furnished by Carrier, installation charges do not apply to the circuits continued in use. The minimum service period for the circuits contained in use is determined from the date of the initial installation thereof.

Local Charges

In certain instances, the customer may be subject to local telephone charges or message unit charges in using Carrier's service. Carrier is not responsible for any such local charges imposed directly on the customer by the local telephone company for gaining access to Carrier's intercity network.

Taxes and Surcharges

Customer will be billed for and is liable for payment of all applicable federal, state, and local taxes, surcharges, utility, other assessments, taxes, or fees including such amounts as Carrier may be authorized to pass through to the customer.

When utility or telecommunications assessments, gross receipts taxes, regulatory fees, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on interstate receipts are imposed by certain taxing jurisdictions upon the Company or upon local exchange companies and passed on to the Company through or with interstate access charges, the amounts of such taxes or fees may be billed to customers in such a taxing jurisdiction on a prorated basis. The amount of charge that is prorated to each customer's bill is determined by the interstate telecommunications services provided to and billed to a customer service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or passed on to the Company.

A surcharge will be assessed on all charges for outbound service originating at, or inbound service terminating at, addresses in states which levy, or assert a claim of right to levy an ad valorem tax on the



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**SECTION 2 - RULES AND REGULATIONS**

**Taxes and Surcharges** (Cont'd)

Company's interstate property located in that state. This surcharge is based on property located in that state and used by the Company to provide interstate service. The surcharge is derived by using the ratio of interstate revenue to total revenue from all states which levy an ad valorem tax on the Company, multiplied by total ad valorem taxes imposed in those states.

Pending the conclusion of any challenge to a Jurisdiction's right to impose an ad valorem tax, or gross revenue receipts tax, the Carrier may elect to impose and collect a surcharge covering such a tax, unless otherwise constrained by court Order or direction, or it may elect not to impose and collect the surcharge.

If it has collected a Surcharge and the challenged tax is found to have been unenforceable, the carrier, in its sole discretion, will either reduce service rates, for a fixed period of time in the future in order to flow-through to the customer an amount equivalent to the funds collected or it will credit or refund such amounts to affected customers (less its reasonable administrative costs), if the funds collected were retained by the carrier, or its affiliates, or if they were delivered over to the taxing jurisdiction and returned to the carrier, or its affiliates, or negotiated an arrangement with the taxing jurisdiction that benefits customers in the Jurisdiction in the future.

**Federal Universal Service Fund and Federal Cost Recovery Fees**

Pursuant to the Telecommunications Act of 1996, as implemented by the Federal Communications Commission (FCC), We Connect is required to pay into a federally-mandated "Universal Service Fund" by means of "contribution factors" assessed on all or part of We Connect's interstate and international revenues. The "Universal Service Fund" provides federally-subsidized affordable access to modern telecommunications and information services for schools, libraries, and rural health care facilities who meet specific eligibility standards, as well as provides support to specified federal "Lifeline," "Link-up," and "High Cost Fund" programs used to subsidize local telephone service.

In accordance with FCC guidelines set forth in Order No. 97-157, FTC has elected to pass-through these Universal Service Fund (USF) Costs to all retail customers. Accordingly We Connect assesses a "Federal Cost Recovery Fee" on all charges for interstate and international services, including those charges billed on We Connect's behalf by any third-party agent with the capability to assess such a surcharge. The Federal Cost Recovery Fee is computed as a percentage of the charges on which it is assessed. The percentage is equal to the USF Contribution Factor as determined from time to time by the FCC.

**Access Recovery Charge (ARC)**

In November of 2011, the FCC ruled that all local exchange companies had to reduce the rates at which they charged long distance companies to access their networks and complete calls. This resulted in a loss of revenue to many small independent local carriers. The monthly ARC, approved by the FCC, charged to local exchange consumers, is designed to help offset the local carrier's lost revenues.

**Federal Excise Tax**

This is a three (3) percent federal tax which applies only to local service billed separately from long distance service.

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**SECTION 2 - RULES AND REGULATIONS**

**State Sales Tax**

This seven (7) percent state tax, found on telephone bills, is based on the cost of all goods and services related to consumers' telecommunication services except Internet services which remain untaxed.

**FCC Access Charges**

The FCC Access Charge, or Subscriber Line Charge, is a fee that consumers pay to local carriers that connects them to the national telephone network. Local telephone companies recover some of the costs of telephone lines connected to your home or business through this monthly charge on your local telephone bill. This fee is regulated and capped by the Federal Communications Commission, not by state Public Utility Commissions. The money received from this charge goes directly to local telephone companies to help ensure that all Americans can afford at least a minimal level of basic telephone service.

**Mississippi Dual Party Relay Service Fund**

This small charge, also known as the TRS fee, appears on telephone bills in Mississippi. The local carrier collects these monies and remits them to the Mississippi Public Service Commission for the administration and operation of a statewide program which provides telecommunications access to persons who are speech and hearing impaired or similarly impaired.

**Mississippi State 911 Service Charge and Pontotoc County 911 Surcharge**

Telephone companies collect these monies and remit them to the state and local governmental agencies charged with the administration and operation of the 911 Emergency network. Further information is found in this Price List, Section 3, under "911 – Universal Emergency Number Service."

**Terminal Equipment**

The Carrier's facilities and services may be used with or terminated in customer-provided terminal equipment or customer-provided communication systems, such as teleprinters, handset, or data sets. 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 their premises, including customer personnel, wiring, electrical power, and the like, incurred in customer use of Carrier's service.

When such terminal equipment is used, the equipment shall comply with the minimum protective criteria and shall not interfere with service furnished to the customers. Additional protective equipment, if needed, shall be employed at the customer's expense. When service using local telephone company voice grade facilities is terminated in customer-provided terminal equipment, channel derivation devices, or communications systems, the customer shall comply with the following minimum protective criteria.

When the facilities furnished under this Price List are used in common with local telephone company system services, it is necessary, in order to prevent excessive noise and crosstalk, that the power of the signal applied to local telephone company lines be limited. A single valued limit for all applications cannot be specified. Therefore, the power of the signal in the band above 300 Hertz which may be applied by the customer-provided equipment at the point of termination will be specified by the Carrier for each application, to be consistent with the signal power allowed on the telecommunications network.

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**SECTION 2 - RULES AND REGULATIONS**

**Terminal Equipment (Cont'd)**

The customer shall also comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by the Carrier. Customer shall ensure that their terminal equipment is properly interfaced with the Carrier's facilities, that the signals emitted into the Carrier's facilities are of the proper mode, band-width, power, data speed, and signal level for the intended use customers, and that the signals do not damage the Carrier's equipment, injure personnel or degrade service to others.

If customers fail to maintain and operate their terminal equipment properly, resulting in the occurrence or possibility of harm to the Carrier's equipment, personnel, or the quality of service to others, the Carrier may, upon written notice, require the use of protective equipment at the offending customer's expense. If this fails to produce satisfactory quality and safety of service, the Carrier may, upon written notice, terminate the customer's service.

**Credit Regulations**

Pursuant to limitations set forth in Section 2 preceding, the following will apply:

**Interruption of Service**

No credit will be allowed for relinquishing facilities in order to perform routine maintenance.

Credit for failure of service or equipment will be allowed only when such failure is caused by or occurs in facilities or equipment provided by the Carrier. As used in this Price List, all equipment, facilities and/or services for which the Carrier renders a bill for payment are considered provided by the Carrier whether or not the equipment, facilities and/or services are owned and operated by the Carrier.

No credit will be allowed:

For failure of service or equipment due to customer or authorized user-provided facilities.

For failure of service or equipment due to negligence or willful acts of the customer or his authorized user.

No credit will be allowed:

For unauthorized use by agents, employees, or representatives of the customer.

Credit allowance for failure of service or equipment starts when the customer notifies the Carrier of the failure or when the Carrier becomes aware of the failure and ceases when service has been restored and/or the equipment becomes operational.

The customer shall notify the Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by the customer-provided facilities.

Credit will be allowed only for disabled portions of the service or equipment.

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**SECTION 2 - RULES AND REGULATIONS**

Credit Regulations (Cont'd)

The Carrier, at its option, may deny a customer request for credit in accordance with Carrier's standard credit policy against charges incurred for service provided by another carrier where notification of alleged inferior or inadequate service has not been received by Carrier's Customer Service Department within 24 hours of the occurrence. No credit will be allowed absent such notification.

**Outage Credit**

For the purposes of this Price List, all months contain 30 days. Service and equipment offered by the Carrier are on a 24 hour per day, seven days per week basis unless specifically stated otherwise.

For purposes of credit computations, every month shall be considered to have 720 hours.

No credit shall be allowed for an interruption of less than 2 hours.

The customer shall be credited for an interruption of 2 hours or more at the rate of 1/360<sup>th</sup> of the monthly charge for the facilities affected for each period of 2 hours or major fraction thereof.

Where a minimum usage charge is applicable and the customer fails to meet a usage minimum, credit for the outage shall be applied against that minimum equal to 1/360<sup>th</sup> of the monthly minimum charges associated with the portion of service disabled for each period of 2 hours or major fraction thereof.

**Cancellation Credit**

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

When a customer or the carrier cancels a service or feature associated with a service (for example accounting codes), associated monthly recurring charges previously billed will not be refunded or prorated for any unused portion of the current billing period.

**Credit Formula**

$$\text{Credit} = \frac{T \times C}{24}$$

"T" is outage time in hours

"C" is total daily charge for affected facility.

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**SECTION 2 - RULES AND REGULATIONS**

**Schedule of Immediate Credits for Domestic Calls**

Immediate credits will be given for calls which are cut-off, calls to a wrong number and calls with poor transmission quality. Credits are determined as follows:

Credit for calls to a wrong number will equal the normal charge for that call based on specified rates and charges found below in Section 3, page 14 of this Price List;

Credit for calls which are cut off will equal the specified rates and charges set forth for that call based on caller's service option, distance called and time of day;

Credit for calls with poor transmission quality will equal the specified rates and charges found below in Section 3, page 14 of this Price List based on caller's service option, distance called and time of day.

**Calculation of Distance**

Mileage between domestic locations will be determined by applying the formula listed below to the Vertical and Horizontal coordinates set forth in AT&T's domestic Tariff Number 10 incorporated by reference herein.

The airline mileage between two locations may be calculated using the Vertical (V) and Horizontal (H) coordinates set forth in Part B of AT&T's Table II according to the following formula:

$$\frac{\sqrt{(V_1V_2)^2 + (H_1H_2)^2}}{10}$$

In the above formula, V1 and H1 correspond to the V & H coordinates of Location 1 and V2 and H2 correspond to the V & H coordination of Location 2.

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**SECTION 3 – SERVICE DESCRIPTIONS, RATES, AND CHARGES**

Local Exchange and Long Distance Voice Services and Broadband Services

Rates and charges for recurring services are for a period of one month, payable in advance. Voice Services entitle the subscriber to Local Exchange Services and Long Distance Services at no extra charge for the first 5,000 minutes. Broadband Services are unlimited and entitle the subscriber to access the World Wide Web.

Service Plans and Monthly Rates

Voice Only Service Plan (VoIP):	\$ 29.95
Broadband Service Plan:	
100 Mbps downstream and 100 Mbps upstream	\$ 54.95
1 Gbps downstream and 1 Gbps upstream	\$ 79.95
Voice and Broadband Service Plans:	
100 Mbps downstream and 100 Mbps upstream	\$ 83.95
1 Gbps downstream and 1 Gbps upstream	\$108.95
Modem Rental:	\$ 4.95
Voice Services Overages (greater than 5,000 minutes) will be billed at:	\$ 0.05 per minute.

Service Order Charges (SOC)

Service Order Charges are non-recurring charges for ordering, installing, moving, changing, rearranging, and the furnishing of telephone service. In some instances, Service Charges are to be paid at the time of application of service but normally they are billed and payable on the forthcoming bill.

In many instances, more than one SOC is required to complete the work.

**SOC with Premise Visit:** Applies when customer-requested work is performed in the receiving, recording, and processing the request at one time and a visit to the customer's premise is required. When more than one SOC is billed during the same visit, only one SOC with Premise Visit is billed.

**SOC without Premise Visit:** Applies the same as SOC with Premise Visit except that no visit to the customer's premise is required.

**Central Office Line Connection Charge:** This charge is billed for the arranging, changing, and translating of an exchange line to provide service between the Central Office and the customer's premise.

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**SECTION 3 – SERVICE DESCRIPTIONS, RATES, AND CHARGES**

Service Order Charges (SOC) (Cont'd)

**Installation Charge:** This is a non-recurring charge that applies to the provision of certain items of equipment or facilities as distinguished from SOC with Visit and SOC without Visit. The total charges for a new installation will be the application of three different Service Order Charges.

**Record Ordering Charge:** Applies to the listing of the activity requested by the customer which requires no Central Office or customer premise work.

**Number Change Charge:** Applies to a customer-requested change of telephone number.

**Restoration Charge:** Applies to the restoring of service which has been denied. Two SOCs apply: SOC without Visit plus Central Office Line Charge. Service accounts that have been denied more than ten (10) days will thereafter be treated as a new service installation and new installation SOCs will apply.

**Suspension Charge:** Applies to the temporary suspension of service upon customer request.

**Termination Charge:** This charge applies when a customer discontinues service prior to the expiration of the initial service period designated.

**SOC Rates:**

For connecting, moving. Or changing service:	Non-Key <u>Residence</u>	<u>Business</u>	Business or Residence <u>Key/PABX</u>
Service Ordering Charges (SOC)			
SOC With Visit:	\$18.00	\$28.00	\$28.00
SOC Without Visit:	\$ 7.50	\$16.00	\$16.00
Record Ordering Charge:	\$ 7.50	\$12.00	\$12.00
Central Office Line Connection Charge:	\$11.00	\$17.50	\$17.50
Number Change Charge, per number:	\$18.50	\$33.50	\$33.50

Standard Labor Rates:

Minimum charge for premise visit, first half hour: \$25.00

Charge for every half hour after the first half hour: \$20.00

When more than one technician is on the premise visit, the above rates apply per technician.

**WE CONNECT COMMUNICATIONS, INC.**  
**Domestic Informational Price List**

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**SECTION 3 – SERVICE DESCRIPTIONS, RATES, AND CHARGES**

Presubscribed Interexchange Carrier (PIC) Charges

When consumers request a change in their interstate or intrastate long distance carriers, the following charges apply in addition to the Record Ordering Charge (see page 14 and 15 of this Price List). Rates apply for each PIC change.

	<u>Manual Order</u>	<u>Electronic Order</u>
Change InterLATA PIC:	\$5.50	\$1.25
Change InterLATA & IntraLATA PICs simultaneously These are to be billed twice—one for each PIC change:	\$2.75	\$0.63

FCC Access Charges

These charges are defined above in Section 2, page 10 of this Price List. The rates are specified here:

Business – one party:	\$6.50
Residential – one party:	\$6.50
Business – multi line:	\$9.20

Calling Restrictions

Calling Restrictions prevent certain numbers being dialed for outgoing calls. In nearly all cases, the Company places any customer-requested restrictions on the customer's account. In certain cases, a customer may have a mandatory restriction.

Rates:

1 + Restriction, monthly:	\$1.50
International Call Block:	no charge
0 + Restriction, 3 <sup>rd</sup> Party Call Restriction, Collect Call Block, 900/976 Call Block	are free of charge.

Late Payment Penalty Charge

When bills for service are not paid by the due date, a Late Payment Penalty Charge of \$4.50 or 2% of the unpaid balance, whichever is greater, will be added to the total amount due. This does not apply to Mississippi state, local, or municipal government agencies. The Late Payment Penalty Charges for Federal Government customers will follow Federal Acquisition Regulations Clause 52.232-25 – Prompt Payment.



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**SECTION 3 – SERVICE DESCRIPTIONS, RATES, AND CHARGES**

Returned Check Charge

When payment in the form of a bank check or bank draft is returned to the Company, for any reason, the customer will be assessed a Returned Check Charge not exceeding that which is permitted by applicable law. When a credit card payment that is due the Company has been processed, yet subsequently denied by the customer, the Returned Check Charge will be assessed.

Called Line Identification

When consumers receive malicious telephone calls, they may contact their local law enforcement agency and request a call trace be performed by the telephone company. Upon authorization from law enforcement the Company will attempt to provide the source of the call. The Company will report to law enforcement, not the consumer. Beyond Company Procedure for Customer Convenience, the below charges may apply.

Rates:

Set-up charge, and first day:	\$25.00
Each additional day or fraction thereof:	\$10.00

Special Assemblies of Equipment

Special assemblies of equipment consist of modification of standard equipment or special equipment for service arrangements for which provision is not otherwise made in this Price List. Monthly rates are determined by such factors as the cost and maintenance of the equipment, materials used, carrying charges; plus, the estimated cost of installing, including engineering, supervision, transportation, rights-of-way, and other items which are chargeable for the service.

Suspension of Service at Customers' Request

Upon request, subscribers may arrange for the temporary suspension of their service. The minimum period is one month, and the maximum is six months. Monthly charge is 50% of the line's regular charge. Service Order Charges may include Service Order Connection Charges, Suspension Charges, Restoration Charges, and Central Office Line Connections Charges.

Schools and Libraries Discount Program

Eligible schools and libraries will be offered service discounts in accordance with rules adopted by the Federal Communications Commission in its Universal Service Order No. 97 – 157. The Company complies with all the FCC rules regarding Discounted Rates for Schools and Libraries.

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**SECTION 3 – SERVICE DESCRIPTIONS, RATES, AND CHARGES**

Schools and Libraries Discount Program (Cont.'d)

Schools and Libraries Discount Matrix:

<u>How Disadvantaged</u>	<u>% Discount Level</u>	
	Urban Discount	Rural Discount
Percent of students eligible for National School Free Lunch Program		
<1	20	25
1 – 19	40	50
20 – 34	50	60
35 – 49	60	70
50 – 74	80	80
75 – 100	90	90

Health Care Providers Support Program

The purpose of the Health Care Providers Support Program is to enable health care providers to have access to telecommunications services at rates comparable to those paid for similar services in urban areas. The Company complies with the rules and governance of this program established by the Federal Communications Commission (FCC) in its Universal Service Order 97 -157. See 47 Code of Federal Regulation (C.F.R.) 54.601 and any subsequent amendments. Rates and Charges are described below:

The reduced rate for telecommunications services is not to exceed the highest tariffed or publicly available rate charged to a commercial customer over a similar service at a similar distance in the nearest city in Mississippi with a population of at least 50,000.

Health care providers may be exempt from some mileage charges for telecommunication services used for the provision of health care.

Each eligible health care provider that cannot obtain toll-free access to an Internet service provider is entitled to receive toll charge credits for toll charges imposed for connecting to an Internet service provider as per the FCC rules.

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**SECTION 3 – SERVICE DESCRIPTIONS, RATES, AND CHARGES**

Telephone Directory

The Telephone Directory is the property of We Connect and Bruce Telephone Company, Inc. and is published by the Company for the purpose of informing the public of pertinent calling information.

Directory Listings

These rates and regulations apply only to the White Pages Section of the directory, which is an alphabetical arrangement of the names of the Company's customers, their telephone numbers, and their full physical addresses. The Yellow Pages Section contains listings of the Company's business customers arranged by customer-chosen business classifications as well as paid advertisements. Each residential and business customer's listings will appear in the White Pages Section at no charge. Each business customer's listings will also appear in the Yellow Pages Section at no charge. Customers may choose to omit the appearance of their listings in either or both sections. See Nonpublished and Nonlisted Telephone Listings below in this subsection of this Price List. Trade Names and unusual names will not be listed unless the customer can present evidence of authorization to do business under that name.

**Primary Listings:** Includes name, address, and telephone number of the individual, organization, or business at no charge for whom the telephone service has been contracted.

**Regular Extra Listings:** These may be partners, members, other businesses, or employees of the businesses. Advertisements are not acceptable. Residential customers may list other household members.

**Duplicate Listings:** Any name's vanity spelling or nickname that is not considered advertisement.

**Alternate Listings:** Listings that refer calling parties to another telephone number outside of business hours or if there is no answer on the first-listed number.

**Extra Lines of Information:** Listings of office hours or other lines of extra information. Advertisements are not acceptable.

**Nonpublished Listings:** Customers wishing to omit their directory listing data from the directory and from directory assistance may request for a Nonpublished Number or Listing.

**Nonlisted Listings:** Customers wishing to omit their directory listing data from the directory but not from directory assistance may request a Nonlisted Number or Listing.

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**SECTION 3 – SERVICE DESCRIPTIONS, RATES, AND CHARGES**

Telephone Directory (Cont'd)

Directory Listings (Cont'd)

**Rates, monthly:**

<u>Listings</u>	<u>Business</u>	<u>Residential</u>
Regular Extra, Duplicate, and Alternative, per line:	\$ 1.50	\$ 1.50
Extra Lines of Information, each line:	\$ 1.50	\$ 1.50
Nonpublished and Nonlisted, each:	\$ 2.25	\$ 2.25
 Mobile Telephone Listings		
Existing We Connect customers, monthly:	\$ 5.00	\$ 3.00
Non-We Connect customers, annually:	\$60.00	\$36.00

Directory Advertising

The Company engages a marketing and publishing firm to sell advertising, build advertisements in the Yellow Pages Section, and publish the annual Telephone Directory. Should you seek advertising information you may contact Vivial, 3100 Research Blvd #250, Dayton, OH 45420, or visit the website [www.vivial.net](http://www.vivial.net). You may also contact the telephone office and request a Vivial sales representative to reach out to you.

211 Dialing Service for Mississippi Directory of Community Resources

The Company provides the use of the telephone number "211" free of charge to the general public as prescribed by the Federal Communications Commission in its Docket 92-105. The Mississippi 211 Directory of Community Resources is a confidential referral and information helpline that connects people to essential health and human services, twenty-four hours a day, seven days a week. Visit [www.211directory.org](http://www.211directory.org) for more information.

In addition to the below-listed rates, 211 Dialing Service subscriber is responsible for paying the monthly basic Local Exchange Service Rates.

	<u>Nonrecurring Charges</u>
Service Establishment Charge, per Basic Calling Area:	\$389.90
Central Office Activation, per Central office:	\$150.00
Change of Point-to-Point number by Subscriber, per Central Office:	\$ 13.50

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**SECTION 3 – SERVICE DESCRIPTIONS, RATES, AND CHARGES**

411 Directory Assistance (DA)

DA is a telephone service used to ascertain a specific telephone number and/or address of a residence, business, or government entity. Local and National DA can be reached by dialing “411” or “1-411.” Customers have the opportunity to obtain up to three listings per call.

	<u>Charge</u>
Listings within the caller’s local calling area, per call:	\$1.89
Listings outside the caller’s local calling area, per call:	\$2.09

511 Dialing Code for Traffic Information

The Company provides the use of the telephone number “511” free of charge to the general public. Dialing 511 connects people travelling through Mississippi with the Mississippi Department of Transportation (MDOT), who supplies free resources regarding traffic, emergency information, road conditions, construction zones, weather, and more. Visit the MDOT website at [www.mdottraffic.com](http://www.mdottraffic.com) for more information.

611 We Connect Repair Line

We Connect Customers needing repair for their telecommunications services may use this three-digit code to contact the Company.

711 Dialing Code for Telephone Relay Service (TRS)

The Company provides the use of the telephone number “711” free of charge to the general public as prescribed by the Federal Communications Commission in its Docket 92-105. Telecommunications Relay Services permit persons with hearing, speech, visual, or motion disabilities to use the telephone system via a text telephone (TTY) or other device to call persons with or without such disabilities. TRS users may dial “711” to reach an operator who will help set up a TRS call.

811 Dialing Code for Mississippi 811

The Company provides the telephone number “811” for use of excavators who must dig underground to install facilities of any kind. Prior notification of all excavation and subsequent location of pre-existing underground facilities are required by law. Visit [www.ms811.org](http://www.ms811.org) to find complete information.

911 – Universal Emergency Number Service

The Company provides the telephone number “911” for use of Public Safety Answering Points (PSAPs) engaged in assisting local governments in the protection and safety of the general public. Use of the 911 number provides each caller telephone access at no charge to a local PSAP to report emergencies. Special features included are Forced Disconnect which permits the PSAP attendant to release a connection even though the caller has not disconnected the call and Idle Tone Application which allow the PSAP attendant to distinguish between an abandoned call and a call from a caller who cannot speak. The rates and charges below apply to providers of 911 Emergency Services.

Rates and Charges

911 Exchange Lines:	\$125.00 per month, per trunk includes ANI functions
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