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IXC REGISTRATION FORM

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Company Name EAGLETEL, INC.

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Florida Secretary of State Registration No. F07000000603

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Fictitious Name(s) as filed at Fla. Sec. of State N/A

Company Mailing Name EAGLETEL, INC.

Mailing Address PO BOX 2342, BREVARD, NC. 28712

Web Address N/A

E-mail Address eagletel@mtnisp.com

Physical Address 202 S. CALDWELL STREET, BREVARD, NC. 28712

Company Liaison ED BENSON

Title CEO

Phone (828) 885-7998

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E-mail address eagletel@mtnisp.com

Consumer Liaison to PSC SAME

Title _____

Address _____

Phone _____

Fax _____

E-mail address _____

My company's tariff as required in Section 364.04, Florida Statutes, is enclosed with this form. I understand that my company must notify the Commission of any changes to the above information pursuant to Section 364.02, Florida Statutes. My company will owe Regulatory Assessment Fees for each year or partial year my registration is active pursuant to Section 364.336, Florida Statutes. My company will comply with Section 364.603, Florida Statutes, concerning carrier selection requirements, and Section 364.604, Florida Statutes, concerning billing practices.

E.R.B.

Signature of Company Representative

EDWIN R. BENSON

Printed/Typed Name of Representative

2/13/07

Date

Original Tariff forwarded to CUP

Institutional Telecommunications Services

CHECK SHEET

This tariff contains pages 1 through 21, inclusive, each of which is effective on the date shown thereon, or immediately if left blank.

Sheet

Revision

1
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*Indicates new or revised sheets

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TARIFF FORMAT

Page Numbering: Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially, however, new pages will occasionally be added to the tariff. When a new page is added between pages already in effect, a decimal point will be added. For example, a new page in between pages 1 and 2 would be page 1.1.

Revision Numbers: Revision numbers will also appear in the upper right hand corner of the page where applicable. These numbers are used to indicate the most current page on file with the Georgia Public Service Commission. For example, 4th revised page 12 cancels 3rd revised page 12. The check sheet should be consulted for the reader to view the pages currently in effect.

Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its 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).1
- 2.1.1.A.1. (a).1.(i)
- 2.1.1.A.1. (a).1.(i).(1)

Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet shall be included. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number (if applicable). When new pages are added, the check sheet is changed to reflect the addition. All revised pages in a given filing will be designated by an asterisk (*) on the check sheet. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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EXPLANATION OF SYMBOLS: CODING OF TARIFF REVISIONS

When changes are made on any tariff page, a revised page will be issued canceling the tariff page affected. Changes will be identified on the revised page(s) through the use of the following symbols:

- C- Change in regulation, but no change in rate or charge**
- D- Delete or discontinue
- I- Change resulting in an increase in rate or charge
- M- Moved from another tariff location without change
- R- Change resulting in a reduction in rate or charge
- T- Change in text, but no change in rate or regulation
- Z- Correction

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1. DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

Authorized Code- A pre-defined series of numbers to be dialed by the inmate user or authorized user upon access to the Carrier's system to identify the caller and validate the caller's authorization to use the services provided.

Authorized User- A person, firm, partnership, corporation, or other entity who is authorized by the Customer to be connected to and utilize the carrier's services under the terms and regulations of this tariff.

Collect Calls- Calls billed not to the originating telephone number, but to the called telephone number upon acceptance, via an automated interface, of the call for which charges are billed.

Commission- Used throughout this tariff to mean the Florida Public Service Commission.

Common Carrier- A company or entity providing telecommunications services to the public.

Company- EagleTel, Inc., a North Carolina corporation.

Customer- The person or entity responsible for the payment of charges for services offered under this tariff.

Debit Account- An account that is established with an initial payment by an inmate user for prepaid debit service. The inmate user is provided with a prepaid balance, authorization code, and instructions for accessing the Company's services.

Debit Card- a card issued by the Company or Company's designee which provides the Customer or Authorized User with a Debit Account, an Authorization Code, and instructions for accessing the Carrier's network. Customers purchase usage on a prepaid basis.

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Debit 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. Usage charges for Debit Card Calls are deducted from the Customer's debit account on a real time basis.

Inmate User- A person incarcerated in a facility serviced by the Carrier who is authorized by the Customer to be connected to and utilize the Carrier's services under the terms and regulations of this tariff.

Local Access and Transport Area (LATA)- The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192.

Measured Charge- A charge assessed on a per minute basis in calculating the charges for a completed call. Measured charges are specified as a rate per minute which applies to each minute, with a fractional minute of use being counted as one full minute.

Service Charge- A non-measured (fixed) charge which is added to a measured charge in calculating the total tariff charges due for a complete call.

Station- Any location from which calls may be placed or received.

Telecommunications- The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

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2. APPLICATION OF TARIFF

- 2.1 This tariff contains the regulations and rates applicable to intrastate telecommunications services provided by the Company between points within the State of Florida. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.2 The services offered by the Company subject to this tariff consist of furnishing collect calls through store and forward technology incorporating an automated operator and the resale of transmission services of other carriers. No toll charges will be applied to any calls between two telephones within the same county.
- 2.3 Because the services offered hereunder are provided to inmates of a correctional facility or similar institution, special stipulations may apply. These stipulations are designed to preserve the integrity and security of the facility, the safety of the public, and to reduce fraud and harassment. When deemed appropriate by the facility administration, these include: providing outward only calls, providing 0+ collect calls only for local, intraLATA toll and interLATA toll calls and blocking access to all other types or forms of calls; blocking access to local directory assistance (411), long distance directory assistance (555-1212), 911 calls, toll free numbers including 1-800, 700, 900, 950, 10XXX and any other telephone numbers the facility administration directs; limiting hours during which telephone service is available to inmates; and/or limiting call duration to a time interval established by the facility administration.
- 2.4 Service furnished by the Company may be connected with services or facilities of other authorized common carriers and with private systems, subject to the technical limitations established by the Company. The services of the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers who may be subject to the jurisdiction of the Commission.

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- 2.5 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.
- 2.6 The Company's obligation to furnish service hereunder is dependant upon its ability to secure and retain, without unreasonable expense, suitable facilities and contractual rights necessary for the provision of the service.
- 2.7 The company's debit services are offered for customer use 24 hours a day, seven days a week to all valid terminating locations specified in this section.

Access to the Company's debit services is via a toll-free number. The customer must input a valid authorization code in addition to the destination number with area code.

Purchase of a debit card or establishment of a debit account entitles the customer to access the Carrier's network for a preset amount of usage. Usage will be debited from the available card or account balance in full-minute increments on a real-time basis. Customers will be interrupted with an announcement when the account balance is about to be exhausted.

Debit cards are valid from one year of the date of issuance. Unused prepaid balances may be used by the inmate user or authorized user following release from the correctional facility only through the Company's network by dialing a special toll-free access number which automatically connects the call to the Company's network. Unused prepaid balances are not refundable nor may debit cards be replenished upon depletion.

Unlike a deposit or advance payment, the debit card account balance is not held against future payments as all service is available for immediate consumption.

For debit accounts, the prepaid balance may be replenished by depositing funds into the account via the facility administrator. Debit accounts are considered dormant if there is no activity for 180 days. Inactive accounts will be removed from the database. Following their release from the correctional facility, the inmate user may request a refund from the facility administrator.

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3. GENERAL REGULATIONS

3.1 Use of Services

- 3.1.1. The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 3.1.2. The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or otherwise harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 3.1.3. The use of the Company's services without payment for service or attempting to avoid payment for service is prohibited.
- 3.1.4. The Company's services are available for use 24 hours a day, seven days a week, except as set forth in section 2.3 of this tariff.
- 3.1.5. The Company does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 3.1.6. The Company's services may be denied for nonpayment of charges, or for other violations of this tariff.

3.2 Liability of the Company

- 3.2.1. The Company shall not be liable for loss or damage sustained by reason of any failure in or breakdown of facilities associated with the Company's services or for any interruption or delay of services, whatever shall be the cause of such failure, breakdown, or interruption and whether negligent or otherwise and however long it shall last. In no event shall the Company's liability for any services exceed the charges applicable under this tariff for such service.

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- 3.2.2. The company shall be indemnified and saved harmless by any customer or by any other entity against claims for libel, slander, or the infringement of copyright arising from the material transmitted over its services; and against all other claims arising out of any other entity in connection with services provided by the company.
- 3.2.3. The company shall not be liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the services of the company.
- 3.2.4. The company shall not be liable for any personal injury or death of any person or persons, or for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause and whether negligent or otherwise.
- 3.2.5. The Company shall not be liable for and shall be indemnified and saved harmless by any customer or other entity from any and all loss, claims, demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any customer or any other entity or any other property whether owned or controlled by the customer or others, caused or claim to have been caused, directly or indirectly, by any act or omission of the customer or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities of equipment provided by the company. No agents or employees of any other entity shall be deemed to be the agents or employees of the company.
- 3.2.6. The company shall not be liable for any failure of performance due to causes beyond its control including, without limitation, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppages or other labor difficulties, and any law, order, regulation or other action of any governing authority or agency thereof.
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3.3 Responsibilities of the Customer and Inmate User

- 3.3.1. The Customer is responsible for payment of applicable charges set forth in this tariff.
- 3.3.2. The Customer is responsible for compliance with applicable regulations set forth in this tariff.
- 3.3.3. The Inmate User is responsible for establishing its identity as often as necessary during the course of a call.
- 3.3.4. The Inmate User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.

3.4 Cancellation or Interruption of Services

- 3.4.1. Without incurring liability, the Company may immediately discontinue services or may withhold the provision of ordered or contracted services:
 - 3.4.1.A. For nonpayment of any sum due the company for the services, provided that the sum is more than thirty (30) days past due and the Company has provided five (5) days written notice to the correctional facility.
 - 3.4.1.B. For violation of any of the provisions of this tariff.
 - 3.4.1.C. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services, or
 - 3.4.1.D. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.
 - 3.4.1.E. With live or automated verbal notification when the available prepaid calling balance is depleted to a level insufficient to place a one-minute call to the location of least cost.
-

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- 3.4.2. Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 3.4.3. Service may be discontinued by the Company without notice, by blocking traffic to certain counties, cities, or exchanges, or by blocking calls using certain authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its services, and as set forth in section 2.3 of this tariff. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 3.4.4. The Company may refuse to provide service without prior notice when the called party refuses to accept the charges or has subscribed to billed number screening, prohibiting acceptance of such calls.

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4. RATE DETERMINATION**4.1. Distance Measurements**

The airline mileage between two cities can be calculated using the vertical (V) and horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's FCC Tariff according to the following formula:

Formula:

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

In the above example, the V1 and H1 correspond to the V&H coordinates of "city 1" and V2 and H2 correspond to the V&H coordinates of "city 2".

4.2. Call Timing

Timing of each collect call begins when the called party accepts responsibility for the charges and ends when either party hangs up, as determined by standard industry methods in use for ascertaining answer and disconnect, including hardware answer supervision in which the LEC sends a signal to the switch or the software utilizing audio tone detection, or as determined by standard industry methods generally in use for ascertaining answer and disconnect as determined by the underlying common carrier for the Company's services, where answer supervision is available. The Company will not knowingly bill for uncompleted calls.

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5. PAYMENTS AND CHARGES

5.1. Billing Arrangements

5.1.1. Charges for services hereunder may be:

5.1.1.A. billed directly by the Company

5.1.1.B. included on the Customer's regular home or business telephone bill, pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.

5.1.2. When billing functions on behalf of the Company or its intermediary are performed by local exchange companies or others, the payment of charge conditions and regulations of such companies by regulatory bodies having jurisdiction apply.

5.1.3. The Company's bills are due upon receipt. Amounts not paid within thirty (30) days from the due date of the invoice will be considered past due. If a customer presents an undue risk of nonpayment at any time, the company may require the customer to pay its bills within a specified number of days and make such payment in cash or the equivalent of cash. In the case of any customer who elects to post a deposit pursuant to section 5.5 of this tariff, the Company may deduct any past due amounts from the deposit.

5.1.4. Customers with questions about invoices may contact the company directly at P.O. box 2342, Brevard, NC 28712. If written notice of a dispute as to charges is not received by the Company within thirty (30) days of the date a bill is issued, such charges shall be deemed to be correct and binding on the customer.

5.1.5. In the event the Company incurs fees or expenses, including attorney's fees in collecting or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

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5.2. Validation of Credit

The company reserves the right to validate the creditworthiness of customers through available verification procedures and to establish a maximum predetermined credit amount. Where a requested billing method cannot be validated, the Company may refuse to provide service.

Services offered pursuant to this tariff are provided to inmates of correctional facilities, in accordance with institutionally authorized programs. The company may request that facilities adopt, as part of the institutionally authorized program, terms that enable the company to collect the charges for all inmate calls, including without limitation, the blocking of calls to certain telephone numbers when the amount charged to such telephone number exceeds a predetermined amount or becomes past due.

5.3. Contested Charges

For consideration of any disputed charge, a Customer may submit in writing to the company, within thirty (30) days of the date the bill is issued, the call details and basis for any requested adjustment. The company will promptly investigate and advise the customer as to its findings and disposition. If the customer is dissatisfied with the findings and disposition, the customer may appeal to the Commission at 2540 Shumard Oak Blvd., Tallahassee, FL. 32399. or call the Commission at (850) 413-6600.

5.4. Returned Check Charge

A charge of \$25.00, or applicable state returned check charge, whichever is more, may be applied if a check or draft presented for payment of service is not accepted by the institution on which it is written.

5.5. Deposits

No advance deposits are required; provided, however, that in the event that any customer wishes to exceed in maximum credit amount that may be predetermined by the Company, that customer may do so by first posting a deposit with the company in an amount such that the level of credit sought is equal to the deposit amount.

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5.6. Taxes and Regulatory Charges

All federal, state, and local taxes and regulatory charges (e.g. excise tax, gross receipts tax, sales tax, municipal utilities tax) for collect calls are billed as separate line items and are not included in the quoted rates.

6. RATES AND CHARGES

6.1 Local Rates and Charges

Local calls are based on an amount equal to the coin charge of the local exchange carrier for local calls, plus applicable Operator Service Charge as set forth below

Operator Service Charge- Local
Collect \$1.75

6.2. IntraLATA Rates and Charges

Measured Charge- IntraLATA

0-16 Miles: \$0.00 (each minute)
16+ Miles: \$0.30 (each minute)

Operator Service Charge- IntraLATA

Collect (each call): \$1.75

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6.3 InterLATA Rates and Charges

Measured Charge- InterLATA

Each Minute: \$0.30

Operator Service Charge- InterLATA

Collect (each call): \$1.75

6.4. Prepaid Inmate Calling- Local, IntraLATA, and InterLATA

Local (each call): \$2.25

IntraLATA: \$1.75 per call surcharge + \$0.30 per minute of call

InterLATA: \$1.75 per call surcharge + \$0.30 per minute of call

6.5. Bill Statement Fee

An undiscountable bill statement fee of \$1.95 may be applied to an end user's local exchange carrier bill in each month in which Collect Calls from confinement facilities are billed, regardless of the number of calls accepted. The bill statement fee is a monthly charge to recover some of the Company's expenses associated with calls from confinement facilities served by Company and that are billed through local exchange carrier. No fee will be assessed in any month if no Collect Calls are accepted. This fee will not be assessed on end users that prepay for their services or those that are directly billed by the Company.

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7. PROMOTIONS**7.1. General**

From time to time the company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated customers in the target market area.

7.2. Demonstration of Services

From time to time the company may demonstrate service for potential customers by providing free use of its network on a limited basis for a period of time. Demonstration of service and duration of service provided will be at the company's discretion.

7.3. Comparable Pricing Promotion

The company will, at its discretion, match certain standard or promotional offerings of other carriers or resellers in order to acquire new customers or retain existing customer accounts. The customer must demonstrate to the company's satisfaction that (1) an alternative service offering is valid and currently available from a competing carrier or reseller, and (2) the customer intends to either subscribe to or remain subscribed with the competing carrier or reseller.

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8. CONTRACT SERVICES**8.1. 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 shall be mutually agreed upon between the Customer and Company and may include discounts off 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, or mixture of services for 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 specified in each individual contract.

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