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COMMISSION CLERK

March 20, 2006

Blanca Bayo
Florida Public Service Commission
2540 Shumard Oak Blvd
Tallahassee, FL 32399

050107-TX
(TX833)

Re: NationsLine Florida, Inc.

Dear Ms. Bayo:

Enclosed is NationsLine Florida Inc.'s tariff.

If you have any questions please contact me at 540-444-2146 or via E-mail at dwall@ccitecom.com.

Thank you for your attention to this matter.

Sincerely,

Debra A. Waller
Paralegal

- CMP _____
- COM _____
- CTR _____
- ECR _____
- GCL _____
- OPC _____
- RCA _____
- SCR _____
- SGA _____
- SEC 1 _____
- OTH tariff (price list)
to CMP

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Alternative Local Exchange Service

TITLE SHEET

ALTERNATIVE LOCAL EXCHANGE SERVICES PRICE LIST

This price list contains the descriptions, regulations, service standards and rates applicable to alternative local exchange telecommunications services provided by NationsLine Florida, Inc. with principal offices at 3435 Chip Drive, NE, Roanoke, VA 24012. This price list applies for services furnished within the state of Florida. This price list is on file with the Florida Public Service Commission, and copies may be inspected on the Company website at www.nationsline.com or ordered by calling toll free 1-888-477-1224. Copies will be mailed free of charge to consumers.

Issued: December 6, 2004

Effective: January 6, 2005

Issued By: Debra A. Waller, Paralegal
NationsLine Florida, Inc.
3435 Chip Drive, NE
Roanoke, VA 24012

Alternative Local Exchange Service**CHECK SHEET**

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	27	Original
2	Original	28	Original
3	Original	29	Original
4	Original	30	Original
5	Original	31	Original
6	Original	32	Original
7	Original	33	Original
8	Original	34	Original
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10	Original	36	Original
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19	Original	45	Original
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22	Original	48	Original
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24	Original	50	Original
25	Original	51	Original
26	Original	52	Original

* New or revised this issue

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SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- D - Deleted or Discontinued Material
- I - Change Resulting in a Rate Increase
- M - Moved From Another Tariff Location
- N - New Material
- R - Change Resulting in a Rate Reduction
- T - Change in text only, No change in rate

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PRICE LIST FORMAT

- A. Sheet Numbering – Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheet 14 and 15 would 14.1.
- B. Sheet Revision Numbers – Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For Example, the 4th Revised Sheet 14 cancels the 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence – There are various levels of paragraph coding with each level of coding being subservient to its next higher level of coding.
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A
 - 2.1.1.A.1.
 - 2.1.1.A.1. (a)
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheet – When a Tariff filing is made with the Commission, an updated check sheet will accompany the Tariff filing. The check sheet lists the sheets contained in the Tariff; with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

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SECTION 1 – DEFINITIONS AND ABBREVIATIONS

ACCESS SERVICE - An arrangement that connects a Customer's service to the Company's terminal location (point of presence). This point of presence is usually the Network Interface Device (NID).

ADVANCE PAYMENT - Payment required before the Company begins processing the Customer's service order.

AUTHORIZATION CODE - A number, word, or combination of both that a customer can place on the line to control access to the account.

AUTHORIZED USER - A person, firm, corporation or other entity that either is authorized by the Customer to use the telephone exchange service or is placed in a position by the Customer, either through acts or omission, to use the telephone exchange service.

AUTOMATIC NUMBER IDENTIFICATION (ANI) - Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of the ANI is to allow for the billing of toll calls.

BUSINESS SERVICE - A switched network service that provides for dial station communications that is described as a business or commercial rate.

COMMISSION – The Florida Public Service Commission

COMPANY – NationsLine Florida, Inc. or NationsLine, unless specifically stated otherwise.

CREDIT CARD – An acceptable payment method. Credit cards are authorized at the time of use, user name and address must validate and credit card approval returned prior to it be accepted as payment.

CUSTOMER - The person, firm, corporation or other entity that places the order for the service and is responsible for the payment of all charges incurred on the bill and for compliance with the Company's tariff.

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SECTION 1 – DEFINITIONS AND ABBREVIATIONS (con't)

DEMARCATION POINT OR POINT OF PRESENCE - Part of the exchange access line. The normal location is in close proximity to where the Company's facilities attach to the building. This point may be the NID and is normally installed outside of the building. If the NID is inside the building then the demarcation point may not be considered the NID. In this case, the customer would be responsible for the wiring to the NID and from the NID to the jack.

DUAL TONE MULTI-FREQUENCY (DTMF) - The pulse type employed by tone dial station sets.

END USER - Any person, firm, corporation, partnership or other entity that uses the services of the Company under the provisions and regulations of this tariff. The end user is responsible for the payment of all charges on the account whether made by the end user or an entity authorized, or unauthorized that has access to the service.

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 switch.

HOLIDAYS - The Company's holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. An end user's service will not be suspended on the day before these holidays, since the Company would not be open to process reconnection.

INDIVIDUAL CASE BASIS (ICB) - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the customer.

IXC - Short for Interexchange Carrier, a provider of long distance services.

JOINT USER - A person firm or corporation designated by the primary Customer as a user of the service provided by the Company. A portion of the charges may be billed to a joint user as agreed by all parties this would be done on an ICB.

LATA - A local access and transport area established pursuant to the modification of final judgment entered by the United States District Court for the District of Columbia in Civil Action No. 32-0192 for the provision and administration of services.

LEC - Local Exchange Carrier, a company that furnishes telephone service.

LOA - Letter of Authorization, the document provided to the Customer by the Company that details the agreement between the Company and the Customer for the provisioning of service. This letter should be read signed and returned by the Customer.

MOU - Short for Minutes of Use

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SECTION 1 – DEFINITIONS AND ABBREVIATIONS (con't)

NECA - Short for the National Exchange Carriers Association

NETWORK INTERFACE DEVICE (NID) - The point of minimum penetration to a building. It permits wiring of the Company's service to an area generally accessible to the property owner. Connecting wiring to the NID is the Company's responsibility from the NID to the jack or inside wiring is the customer's and/or property owner's responsibility.

NON-RECURRING CHARGES - Charges that may be billed either one time or occasionally, but are not a regular monthly charge. These may include, but are not limited to, installation charges, maintenance visit charges, line change charges, local usage charges, payment arrangement charges and late fees.

PIN - A Personal Identification Number chosen by the Customer to safeguard the privacy of their account.

PREMISES - All space in the same building occupied by a customer and all space occupied by the same customer in different buildings on continuous property.

LOCAL EXCHANGE SERVICES - Local dial tone services, usually provided at a set fee.

PUBLIC SAFETY AGENCY - The State, city, county, municipal organization, public district, public authority or functional division, located in whole or in part within the Commonwealth of Virginia that provides or has the authority to provide fire fighting, law enforcement, ambulance service, medical or emergency services.

PUBLIC SAFETY ANSWERING POINT (PASP) - A location operated and maintained by a Public Safety Agency at which requests for the above services are answered.

RECURRING CHARGES - These charges apply every month for the provision of services, facilities and/or equipment. These charges will include, but are not limited to, cost of basic dial tone, all taxes, fees and surcharges imposed by the State, city, county, municipal organization, public district, public authority, functional division and/or the Federal Government, feature costs, local usage charges or charges for a package that includes local usage. These charges continue for the duration of the service.

RESIDENTIAL SERVICE - Service furnished to private homes, apartments, rooms, or mobile homes. This service is for domestic use and not for substantial business use. Residential service provided by the Company is for the transmission of voice grade messages, and may not be completely compatible with other uses.

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SECTION 1 – DEFINITIONS AND ABBREVIATIONS (con't)

SERVICE COMMENCEMENT DATE - The first day after the service is available for use or the date of the Customer's acceptance of the service if it would be after the normal time expected for installation.

SERVICE ORDER - The request, usually written in a format specified by the Company, or via telephone or Internet, by the Customer for services. The acceptance by the Customer of this Service Order however provided constitutes a binding agreement between the Company and the Customer. Via mail, Internet and/or applications at authorized payment center the Company makes available to the Customer the terms and conditions of the Service Order. It is the responsibility of the Customer to familiarize themselves with these terms and conditions.

SERVICES - The Company's telecommunications service offered to end users on a monthly basis. These services are provided by the Company either using resale or UNE-P provisioning.

SPECIAL CONSTRUCTION - Service configurations specifically designed and constructed at the Customer's request.

STATION - The equipment from which calls are placed.

SUBSCRIBER - The person, firm, customer, corporation or other entity that arranges for the Company to provide, discontinue or rearrange services on behalf of itself or others under the provisions and terms of this tariff.

USAGE CHARGES - Charges generated when a pay per use feature is activated or when calls are made outside the Customer's local calling area.

USER - A Customer or any other entity that uses the service provided to the Customer under this tariff.

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Alternative Local Exchange Service

SECTION 2 – REGULATIONS

2. UNDERTAKING OF THE COMPANY

The Company undertakes to furnish telecommunications service pursuant to the terms and conditions of this tariff in connection with one-way and/or two-way voice grade transmission between points within the Commonwealth of Virginia.

2.1. SCOPE

Customers may use the service and facilities provided under this tariff to obtain access to services offered by other providers. The Company seeks to provide voice grade communications under this tariff and assumes no responsibility for any other services provided by other entities that purchase access to the Company's network in order to originate or terminate services, particularly services other than voice grade communications.

2.2. SHORTAGE OF EQUIPMENT OR FACILITIES

The services furnished under this tariff are subject to availability on a continuing basis of the equipment and facilities to furnish the requested service. The Company at its own discretion may access the facilities and equipment of other carriers to furnish the requested service.

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Alternative Local Exchange Service

SECTION 2 - REGULATIONS (con't)

2.3. TERMS AND CONDITIONS

Except as otherwise provided herein, service is provided and billed based on a minimum period of at least one month. A month is considered to have thirty-days for the calculations of costs and prorating of charges and will be based on calendar days. For service installation, changes, repair, and restoration all dates will be based on business days.

2.3.1. Customers will not be required to enter into written service orders, the option will be available however, and copies of our Letter of Authorization (LOA) will be mailed to all customers. The Customer is responsible for reading, signing and returning the LOA. However, if the customer has provided the following service will be connected without having received the LOA:

2.3.1.1. Name of the Responsible Party

2.3.1.2. The type of services and features required

2.3.1.3. The service address

2.3.1.4. The billing address, if different

2.3.2. The service is provided on a month-to-month basis until terminated by either party. Any termination of service shall not relieve the Customer of the obligation to pay any charges incurred prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination.

2.3.3. The laws of the state of Florida will govern this tariff without regard for its choice of laws or provisions.

2.3.4. The Customer has no proprietary right to the telephone number associated with the Company's service. The Company reserves the right to change such numbers assigned to the Customer whenever the Company deems it necessary to do so in the conduct of its business.

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SECTION 2 - REGULATIONS (con't)

2.3 TERMS AND CONDITIONS (CON'T)

2.3.5. The Customer agrees to operate any Company provided equipment in accordance with instruction of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to the equipment.

2.3.6. To the extent that either the Company or any other telephone company exercises control over available cable repairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

2.4. LIABILITY OF THE COMPANY

The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company; use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth below:

2.4.1. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any Customer service, equipment or facilities, or the acts or omissions or negligence of the Company's agents or employees.

2.4.2. The Company's liability for willful misconduct, if established by a judicial or administrative proceedings, is not limited by this tariff.

2.4.3. With respect to other claims or suits, by Customer or others, for damages associated with the ordering, installation, delays, provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.

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Alternative Local Exchange Service

SECTION 2 - REGULATIONS (con't)

2.4 LIABILITY OF THE COMPANY (CON'T)

2.4.4. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control. This includes but is not limited to: acts of God, fire, flood, explosion 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 of any military authority; preemption of existing service in compliance with national emergencies; instructions; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

2.4.5. The Company shall not be liable for:

- 2.4.5.1. any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or
- 2.4.5.2. for the act or omissions of other common carriers.

2.4.6. 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.

2.4.7. The Customer shall indemnify and hold 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 persons, and for any other 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, condition, location, or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledges acceptance of the provisions of this section as a condition precedent to such installations.

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SECTION 2 - REGULATIONS (con't)

2.4 LIABILITY OF THE COMPANY (CON'T)

- 2.4.8. The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed agents or employees of the Company.
- 2.4.9. Notwithstanding the Customer's obligations as set forth herein, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized or unauthorized by the Customer to use the service against any claim, loss or damage arising for the use of the services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems belonging to the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- 2.4.10. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.4.11. The Company makes no warranties or representations, expressed or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use except those expressly set forth herein.
- 2.4.12. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with the service, channels or equipment that the Company does not furnish, or for damages that result from the operation of Customer provided systems, equipment, facilities or services that are interconnected with the Company services.

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SECTION 2 - REGULATIONS (con't)

2.5. EMERGENCY TELEPHONE NUMBER SERVICE (911 AND E911)

2.5.1. This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suite or any liability whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by:

2.5.1.1. mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or:

2.5.1.2. installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

2.5.2. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the use of 911 service. Under the terms of this tariff, the Public Safety Agency must agree (except where the events incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold the Company harmless from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the Customer or others. Under this tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold the Company harmless for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance removal, presence, condition, occasion or use of 911 service features and the equipment associated therewith or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 service hereunder, and that arise out of the negligence or other wrongful act of the Public Safety Agency, its users, agencies or municipalities, or the employees or agents of one of them, or which arise out of the negligence, other than gross negligence of willful misconduct of the Company its employees or agents.

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SECTION 2 - REGULATIONS (con't)

2.5 EMERGENCY TELEPHONE NUMBER SERVICE (911 AND E911) (CON'T)

- 2.5.3. This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- 2.5.4. 911 Information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information only after a 911 call has been received, on a call-by-call basis, only for responding to an emergency call in progress.
- 2.5.5. The 911 calling party, by dialing 911, waives the privacy afforded by nonlisted and nonpublished service to the extent that the telephone number, name and address associated with the originating station location are furnished to the Public Safety Answering Point.
- 2.5.6. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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SECTION 2 - REGULATIONS (con't)

2.6. PROVISION OF EQUIPMENT AND FACILITIES

- 2.6.1. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.6.2. The Company shall use reasonable efforts to maintain only facilities and/or equipment that it furnished to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon written consent of the Company.
- 2.6.3. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided by the Company.
- 2.6.4. Equipment that the Company provides or installs at the Customer's premises for use in connection with the services offered by the Company shall not be used for any purpose other than that for which it was provided by the Company.
- 2.6.5. The Company shall not be responsible for the installation, operation or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facility furnished pursuant to, the responsibility of the Company shall be limited to the furnishing of the facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
- 2.6.5.1. The transmission of signals by the Customer provided equipment or for the quality of or defects in such transmissions; or
 - 2.6.5.2. The reception of signals by the Customer provided equipment; or
 - 2.6.5.3. Network control signaling where Customer performs such signaling provided network control-signaling equipment.

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SECTION 2 - REGULATIONS (con't)

2.6.6. Non-routine Installation

At the Customer's request, installation and or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases charges based on the actual cost of labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but at the Customer's request extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges will apply.

2.6.7. Ownership of Facilities

Title to any facilities or equipment provided in accordance with this tariff remains with the provider of such facility or equipment, whether it is the Company, the underlying carrier, or their agents or contractors.

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SECTION 2 - REGULATIONS (con't)

2.7. PROHIBITED USES

- 2.7.1. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.7.2. The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.
- 2.7.3. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.7.4. A Customer, joint user, or authorized 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. The Company will permit a customer to transfer its existing service to another entity if the existing customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

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NationsLine Florida, Inc.
3435 Chip Drive, NE
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Alternative Local Exchange Service

SECTION 2 - REGULATIONS (con't)

2.8. OBLIGATIONS OF THE CUSTOMER

The Customer shall be responsible for:

- 2.8.1. The payment of all applicable charges pursuant to this tariff;
- 2.8.2. Reimbursing the Company for damage to, or loss of the Company's facilities or equipment caused by the acts or omissions of; or noncompliance by the Customer; or fire, theft or causality on the Customer's premises, unless caused by negligence or willful misconduct of an employee or agent of the Company.
- 2.8.3. Providing at no charge from time to time, as specified by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer as well as the level of heating and air conditioning needed to maintain the proper operating environment on the premises.
- 2.8.4. Obtaining, maintaining and otherwise having full responsibility for all right-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide telephone service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.3. All costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of Company provided facilities, shall be borne entirely by the Customer. The Company may require demonstration of compliance with this section prior to accepting an order for service;
- 2.8.5. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing and maintaining the Company's facilities and equipment within a hazardous area if in the Company or its agent's opinion, injury or damage to employee or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (i.e. friable asbestos) prior to any construction or installation work;

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- 2.8.6. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.4 above. Granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- 2.8.7. Not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities;
- 2.8.8. Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.8.9. Indemnification of the Company by the Customer
- 2.8.10. With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold the Company harmless from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:
- 2.8.10.1. Any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees, invitees of either the Company or the Customer, to the extent caused by or resulting from the negligence or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- 2.8.10.2. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without, imitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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2.8.11. Customer Equipment And Channels

- 2.8.11.1. General: A Customer or user may transmit or receive information or signals via the facilities of the Company. The Company's services are designated primarily for the transmission of voice grade telephonic signals except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its service will be suitable for purposes other than voice grade telephonic communications except as specifically stated in this tariff.
- 2.8.11.2. Station Equipment: The user is responsible for providing and maintaining any terminal equipment on the user's premises. The electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Customer is responsible for ensuring that Customer provided equipment connecting to Company equipment and facilities is compatible with said equipment.
- 2.8.11.3. Customer Premise Wiring: The Company shall terminate the telephone network facilities at an appropriate telephone company provided demarcation point. The NID may be this demarcation point and shall permit premises wiring to be readily connected or disconnected from the telephone company network facilities. The demarcation point is provided as part of the exchange access line. A NID may be employed as the demarcation point. If so, the NID will be located outside the building in close proximity to where the Company's facilities attach to the Customer's building. If at some point the property owner had requested the location of the NID be inside the building then wiring from the demarcation point to the NID and from the NID to the jack will be the Customer and/or property owner's responsibility.
- 2.8.11.4. Responsibility of the Customer: The installation and maintenance of Customer premise inside wiring is the sole responsibility of the Customer and/or property owner. The Customer assumes the risk of loss of service, damage to property, or death to or injury of the Customer or the Customer's agent that may result from any installation or maintenance activity undertaken by that Customer or the Customer's agent.

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2.8.12. Interconnection Of Facilities

- 2.8.12.1. Any special equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communication services and the channels, facilities or equipment of others may be provided at the Customer's expense.
- 2.8.12.2. Communications services may be connected to the services or facilities of other communications carriers only when authorized by and in accordance with, the terms and conditions of the tariffs of the other communications providers applicable to such connections.
- 2.8.12.3. Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment must be registered with the FCC under 47 C.F.R. Part 68 and all wiring must be installed and maintained in compliance with those regulations.
- 2.8.12.4. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 69.2, Title 47, Code of Federal Regulations (1992 edition).

2.8.13. Inspections

- 2.8.14. Upon reasonable notification to the Customer and at a reasonable time the Company may make such tests and inspection as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operations and maintenance of Customer provided equipment, facilities and wiring in the connection of Customer provided facilities and equipment to Company owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- 2.8.15. If the protective requirements for Customer provided equipment are not being complied with the Company may take such action, as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of the notification, the Customer must take corrective action and notify the Company of the action taken. If the Customer fails to do, this Company may take whatever additional action is deemed necessary including the suspension of services to protect its facilities, equipment and personnel from harm.

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SECTION 2 - REGULATIONS (con't)

2.9. PAYMENT ARRANGEMENTS

The following provisions apply to both business and residential service. To the extent that these provisions do not conflict with the Commission's Rules in that event Commission's Rules will govern.

2.9.1. Payment for Service

2.9.1.1. The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer whether used by the Customer or by other users authorized or unauthorized by the Customer. The Company must receive objection to the billing within ninety-days after the statement of account is rendered. Unless the Company receives an objection, the bill will be deemed correct and binding upon the Customer. If charges by other entities are imposed upon the Company on the Customer's behalf, those charges will be passed on to the Customer. These charges may include, but are not limited to, 1010 called numbers, local usage charges, directory assistance, operator assistance and pay per use features such as call trace or three-way or call return.

2.9.1.2. The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges, however designated, excluding taxes on the Company's net income, imposed on or based upon the provision of service hereunder. Such taxes, charges or surcharges will be listed as separate line items on the bill. Any taxes imposed by a local jurisdiction, i.e. County and municipal taxes, will only be recovered from those Customers residing in the affected jurisdictions.

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SECTION 2 - REGULATIONS (con't)

2.9.2. Billing and Collection of Charges

- 2.9.2.1. Bills are rendered monthly. All bills will be sent to the service address unless a different mailing address is given.
- 2.9.2.2. All nonrecurring charges are due and payable from the customer within 30 days after the billing date, unless otherwise agreed to in advance.
- 2.9.2.3. The Company shall present bills for recurring charges monthly. The bill will be mailed to the Customer monthly. charges will be due and payable before the entire months service has been rendered. Bills are rendered on two billing cycles the 5th of the month and the 20th of the month. Charges are due by the due date on the bill unless otherwise arrange with the Company.
- 2.9.2.4. Charges such as, local usage charges, pay per use features, and directory assistance charges are billed in arrears, as these charges are not usually presented to the Company for billing until after the account billing date. These charges are due and payable on the due date of the bill they are presented on unless other arrangements are made with the Company.
- 2.9.2.5. Payment is due prior to the entire month's service being rendered. For this reason if service does not begin on the first day of the billing cycle or end on the last day of the billing cycle the charges for the fraction of the month will be rendered on a pro rata basis. For this purpose, every month is considered to have 30 days.
- 2.9.2.6. Billing of the Customer by the Company will begin on the service commencement date, this is the day following the date the Customer is notified by the Company that the service or facility is available for use. The commencement date can be delayed either by mutual agreement or due to unforeseen circumstances. Billing accrues through and includes the day that service, circuit arrangement or component is discontinued. Service is considered to have commenced once the Customer's service is good to the NID. Any inside wiring issues are the Customer's sole responsibility and do not affect the service commencement date.

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SECTION 2 - REGULATIONS (con't)

2.9 Billing and Collection of Charges (Con't)

- 2.9.2.7. The Company will impose a late payment fee on any portion of the payment not received by the due date. The late penalty is applied to the portion of the bill not received and calculated as 1.5% of the past due balance.
- 2.9.2.8. A check returned by the issuing institution for any reason except bank error will be assessed a charge of \$20.00 per check. The amount of the check plus the \$20.00 fee is due and payable, in a payment method other than a personal or business check, immediately upon notification of the Customer by the Company of the check being returned. Failure to timely pay the amount due will result in suspension. If more than one check is returned, in a twelve (12) month period, the Company reserves the rights to no longer accept payment by check from the Customer.
- 2.9.2.9. If service is disconnected by way of suspension, the Company can reconnect the service for payment of the outstanding balance and the reconnection charge or upon acceptable arrangements for the payment of the amount due. If service is terminated, the Customer will be treated as a new customer and upon the payment of the past due amount and/or suitable arrangements service will be installed. If service is terminated the Company cannot guarantee the Customer can retain the same telephone number.

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SECTION 2 - REGULATIONS (con't)

2.9.3. Disputed Bills

2.9.3.1. The Company presumes all bills to be accurate and binding upon the Customer. Should the Customer dispute the billed amount the Company needs to be notified 95 days from the date the bill was mailed. For this section, notice is considered written notice to the Company containing sufficient documentation to allow the Company to investigate the dispute. Sufficient documentation would include the account number, billing date and what is being disputed. All amounts not in dispute are to be paid by the due date on the bill. Should the disputed amount be resolved in favor of the Company the Customer will be assess a late fee. If the dispute is resolved in favor of the Customer, there will be no late fee on the amount withheld.

2.9.3.2. In the event, the dispute is resolved in favor of the Customer their bill will be credited for any amount the Company may owe them. If the Customer is no longer with the Company, the appropriate refund will be issued. Adjustments and refunds made by the Company to the Customer and accepted by the Customer are considered final settlement of all claims for that billing period.

2.9.3.3. Should the Customer disagree with the Company's resolution of the dispute they may contact:

The Florida Public Service Commission
2540 Shumard Oak Blvd
Tallahassee, FL 32399-0850
1-800-342-3552
Fax: 1-800-511-0809

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2.9.4. Deposits: the Company does not collect deposits.

2.9.5. Discontinuance of Service

- 2.9.5.1. By giving (10) ten days prior written notice the Company may suspend or discontinue service for nonpayment of basic local service without incurring any liability. Service will not be discontinued on Friday, Saturday, Sunday or the day before a holiday.
- 2.9.5.2. Company may, on ten days notice, discontinue service for violation of any of the terms or conditions of furnishing service, without liability, so long as the violation continues during that period.
- 2.9.5.3. The Company may discontinue or suspend service with less than (5) days notice in cases of bankruptcy, abandonment of service or abnormal toll usage.
- 2.9.5.4. The Company may immediately discontinue service in the event of governmental prohibition or required alteration of the service provided.
- 2.9.5.5. The Company may, without notice, discontinue service in the event of hazardous or illegal use of the Company's network; The Customer will be liable for all related costs. The Customer would also be responsible for any reconnection charges.
- 2.9.5.6. The Company may, without notice, discontinue service by order of a court of competent jurisdiction, the Commission or other federal regulatory body.

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SECTION 2 - REGULATIONS (con't)

2.9.6. Cancellation of Service and/or Application

Applications for service cannot be cancelled without the Company's agreement.

2.9.6.1. Cancellation of Application

2.9.6.1.1. When the Customer cancels an application for service prior to the start of service certain charges may apply:

2.9.6.1.2. If the Company incurs any expense preparing to install the service then the Company can collect an amount equal to that expense less net salvage.

2.9.6.2. Cancellation of Service

2.9.6.3. If the Customer cancels a service order or terminates services before the completion of a billing cycle for any reason the customer agrees to pay the Company termination liabilities as outline below:

2.9.6.4. All unpaid nonrecurring charges;

2.9.6.5. Any charges incurred by Company in payment to third parties on behalf of the customer; and;

2.9.6.6. All recurring charges for the service provided until the cancellation or termination.

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SECTION 2 - REGULATIONS (con't)

2.10. CHANGE OF LOCAL SERVICE PROVIDER

Customer who changes services providers and then wishes to return to the Company must pay all nonrecurring charges as well as other charges associated with installation of service.

A Customer who wishes to change to a service provider other than CCI needs to have the chosen provider process an order. Changing service providers does not alleviate the Customer from the obligation to pay any amount still outstanding on the account.

2.10.1. SLAMMING, THE UNAUTHORIZED CHANGE OF PROVIDERS

2.10.2. This is a change of service providers the Customer denies is authorized. If a provider changes the Customer's service without authorization the unauthorized provider is responsible for the payment of the nonrecurring charges associated with the Customer's service being restored with CCI.

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2.11. ALLOWANCES FOR INTERRUPTIONS IN SERVICE

When the Customer's use of the Company's service is interrupted due to any cause other than a negligent or willful act of the Customer, or operation failure of the facilities providing the service, a pro rata adjustment of the monthly recurring charges from the date the service is reported as interrupted. The Company does not monitor the service and it is the Customer's responsibility to inform the Company of any service interruptions. The pro rata allowance is based on a 30-day month.

2.11.1. Limitations on Allowance

No credit will be given for:

- 2.11.1.1. Interruptions due to the Customer's noncompliance with this tariff;
- 2.11.1.2. Interruptions due to negligence by anyone other than the Company;
- 2.11.1.3. Interruptions due to the failure of non-Company provided equipment;
- 2.11.1.4. Interruptions when the Company is not given access to investigate and correct the interruption;
- 2.11.1.5. Interruptions during which the Customer continues to use the service on an impaired basis;
- 2.11.1.6. Interruptions due to the Company performing maintenance;
- 2.11.1.7. Interruptions that continue due to the Customer's failure to authorize replacement or need repairs;
- 2.11.1.8. Interruption of service that was not reported to the Company within 30 days of the date service was affected; or
- 2.11.1.9. If the customer elects to use an alternative form of communication during any interruption the Customer is responsible for any associated charges.

2.11.2. Credits for interruptions will not exceed the amount billed for the month's service. Credit allowances are based on interruptions in excess of 15 minutes.

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SECTION 2 - REGULATIONS (con't)**2.12. USE OF CUSTOMER'S SERVICE BY OTHERS**

Any service provided under this tariff may be shared with others at the option of the customer, subject to compliance with applicable laws. The Customer remains solely responsible for any charges generated by the use of his service whether by the Customer, authorized user or unauthorized user. It is the customer's responsibility to safeguard the service from unauthorized use and/or excessive use by others.

2.12.1. Joint Use Arrangements

Joint use arrangements are permissible for all services provided. One member will be designated as the responsible Customer. The Company will accept orders to start, changes, relocate or discontinue service from the responsible Customer only. The Company will generate only one bill. It is between the joint users as to how the bill will be divided. The responsible Customer will be solely responsible for the Company's billed charges.

2.12.2. Customer Liability For Unauthorized Use

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent or implied authority to use the services obtains the service. Unauthorized use is also use by a person or entity that has actual, apparent, or implied authority to use the network but makes fraudulent use of the network to obtain services.

The following are considered fraudulent uses:

- 2.12.2.1. Using the services to transmit a message, locate a person, obtain or give information in any way, without payment for the service.
- 2.12.2.2. Using or attempting to use the services with the intent to avoid payment i.e. when a previous tenant did not disconnect the service and the new tenant uses the service without paying.
- 2.12.2.3. Using an assumed name to acquire new services without paying for the previous service.
- 2.12.2.4. Using any means, devise, or trick to obtain service not authorized.

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2.12.3. Customers need to take all necessary means to protect their service from unauthorized use by others, because the Customer is responsible for payment of all charges for services provided under this tariff and furnished for the Customer's use. This responsibility does not change due to any use, misuse or abuse of the Customer's service by users or other third parties whether authorized or unauthorized.

2.12.4. The Customer is also responsible for payment of all charges related to the suspension and/or termination of service and any reconnection charges incurred as a result of the unauthorized use of the Customer's service.

2.12.5. Transfers And Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without written consent of the other party, except the Company may assign its rights to a subsidiary, parent company or affiliate of the Company, pursuant to any sale of the Company, or any merger or reorganization.

2.12.6. Notices And Communications

2.12.6.1. The Customer shall designate on the service order the address at which the service will be provided as well as any alternate mailing address where bills and other notices should be sent, if any.

2.12.6.2. The Company will designate on the service order the address to mail all notices and other communications. The Company may provide a separate address for the mailing payments.

2.12.6.3. All notices are considered received 3 business days after mailing postage paid in the US Mail, or when actually received or refused by the addressee whichever occurs first.

2.12.6.4. The Company and the Customer shall advise each other of any change of address.

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SECTION 3 – BASIC SERVICE DESCRIPTIONS**3. LOCAL EXCHANGE SERVICE**

Local Exchange service provides the Customer with voice grade telephone communications that can be used to place or receive calls. The Company cannot guarantee the quality of the service for any other use. The service does not require a deposit or credit check, but the customer needs to have a working telephone number. Service will be billed and disconnected according to Commission rules. The payment for the service can be made by cash, credit card, debit card, money order, or at a payment center.

The Company's service can be used to place or receive calls, access 911, access toll free numbers, access directory assistance and access telecommunications relay service.

3.1 The Company provides blocks on service for the following:

3.1.1. Calls to 900/976 and 700 numbers. If the block fails or the Customer finds away around the block, the Customer will be responsible for paying all charges associated with its use.

3.1.2. Third party calls. If the block fails or a way around the block is found and the customer accepts third party calls the Customer will be responsible for payment of all charges associated with the calls.

3.1.3. NationsLine Customers receive two free hours of long distance. After that allotment is used the Customer may place calls at \$0.049 per minute. These calls will be post billed. If the Customer uses 1010 numbers or other methods to access long distance, other than that provided by the Company, the Customer is responsible for all charges incurred.

3.1.4. The Company provides unlimited use within the Customers local calling area. Areas outside the Customers local calling area that can be accessed without dialing 1+ are considered local usage and are billed at a higher rate than local calls. The Company cannot block this type of call. The local calling areas are shown in this tariff and can be located in front of the local telephone directory. It is the Customer's responsibility to determine which areas can be called at no additional charge and which ones cannot. The Customer is responsible for any usage charges incurred.

3.1.5. Because the Company resells the service of the dominant ILEC the Company is billed for usage charges in arrears, therefore any usages charges the Customer incurs will be billed in arrears.

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SECTION 3 – BASIC SERVICE DESCRIPTIONS (con't)

3.2. FEATURES

The following features are available either as part of the local service package or at an additional fee.

- 3.2.1. Caller ID allows for the display of the name and number of the calling party unless the calling party blocks the display.
- 3.2.2. Call Waiting this alerts you by a beep when you are on the telephone that another caller is trying to reach the line. By flashing the switch hook, the Customer can alternate between the calls.
- 3.2.3. Three-Way Calling Enables the Customer to have a conversation with two parties at the same time. Once the call is established with the first party press down the switch hook, establish the second call and press the switch hook again connects all three parties.
- 3.2.4. Call Forwarding incoming calls may be transferred to another telephone number by dialing a prefix code and the telephone number you wish to transfer the service to. Calls forwarded by this feature are subject to local usage and long distance charges. The quality of the forwarded call cannot be guaranteed.
- 3.2.5. Call Return allows the Customer to dial the last incoming caller without having to know the telephone number of the caller. If the number is busy, the customer hears a recorded message. Once the line is clear the Customer hears a special ring indicating that the call can now be placed. This service can be activated on a monthly basis or as a pay per use feature.

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SECTION 3 – BASIC SERVICE DESCRIPTIONS AND RATES (con't)**3.3 Local Service Areas**

The company will provide Local Exchange service in the entire State of Florida. Local calling service areas will coincide with those of the ILEC, unless otherwise specified.

Installation, monthly recurring and per minute usage charges will apply to the Company's local exchange services. An addition per-call operator service charge will apply for operator-assisted calling.

3.4 Product Descriptions**3.4.1 Residential Local Exchange Services**

Local exchange services are offered on a monthly basis for local calling using the facilities of the company and/or those of other authorized Local Exchange carriers. Initiation of service requires the prepayment of the first month's charge for basic local service plus the FCC charge.

3.4.2 Directory Listings

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

3.4.3 Directory Assistance

Customers and users of the Company's services may obtain directory assistance in determining telephone numbers within the state by calling the Directory Assistance operator. Such calls are limited to 20 per month, maximum two requests per call.

Individuals with disabilities preventing them from using the telephone book have a limit of 50 calls per month at no charge. After the 50, the customer will be charged in accordance with this tariff.

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3.4.4 Speed Dial

Provides a convenience allowing the Customer to designate one-digit codes (between 2 and 9) for your frequently called phone numbers. (Customers with 30-memory speed dialing, use codes "20" through "49")

Setting speed dial numbers: Press *74 and wait for the dial tone Dial the speed dial code that you would like to assign to a particular phone number, then dial the telephone number you wish to enter. Two short tones will confirm your request.

When entering a number requiring an area code, you must enter '1' plus the area code, followed by the number.

Changing a speed dial number: Press *74 and wait for the dial tone. Dial the code of the number you wish to change, then dial the new number. Two short tones will confirm your request.

To place a call using a speed dial: Dial the speed dial code followed by the # key.

3.4.5 Call Waiting ID enhances the Caller ID and Call Waiting services by allowing them to interact with one another. This interaction displays the number or name and number of the Call Waiting person on the customer's Caller ID equipment. In order for Call Waiting ID to work, the customer must subscribe to both services (Caller ID-Number Only or Caller ID and Calling Waiting)

3.4.6 Unlisted number this feature means that the telephone number and related information will not be published in the telephone directory - it does not mean that the number is unpublished. The operator will still provide the information on an unlisted number.

3.4.7 The Company will provide a single directory listing, the primary listing, in the telephone directory published by the dominant local exchange carrier for the Customer's main billing number. A primary listing consists of the Customer's name address and telephone number and is provided at no additional charge.

3.4.8 All listings will be provided according to the rules and regulations of the publisher of the directory and they have the right to, among other things, limit the length of the listing, or refuse to publish a name containing profanity or not legally authorized or adopted and listings that are likely to deceive calling persons or that are clear to receive a preferential listing. The Company must have the listing available to furnish in an appropriate amount of time to be included in the directory.

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SECTION 3 – BASIC SERVICE DESCRIPTIONS (con't)

3.4.9 Telecommunications Relay Service (TRS)

- 3.4.9.1 Enables the deaf or hard of hearing or speech-impaired persons who use text telephone (TT) or similar devices to communicate freely with the non-hearing impaired or vice versa. A Customer will be able to access the state providers to complete such calls. The Company will impose a surcharge determined by the Commission.

3.5 MAINTENANCE CHARGES

The Company is required to furnish service the demarcation point, this is the point of entry from the Company's CO to the Customer's premises at which the service can easily be brought into the premises. Wiring from the CO to the demarcation point is the responsibility of the Company from the demarcation point to the jack is the Customer's responsibility.

A maintenance visit charge applies when the Customer reports trouble with the line and a test of the line indicates that the trouble is with the Customer's lines or equipment but the Customer still requests a technician be dispatched. The technician will only be dispatched when the Customer agrees to pay the maintenance visit charge if the problem is found to be with their lines or equipment. The maintenance visit charge will be added to the Customer's bill.

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SECTION 4 SPECIAL ARRANGEMENTS

4 PROMOTIONAL OFFERINGS

4.4 The Company may make promotional offerings of its tariffed services or of new services from time to time. These offerings may include a reduction in or waiving of charges for the promoted service. No promotional offering will exceed six months in duration and such offerings will be extended on a non-discriminatory basis to any Customer similarly situated who requests the special offer.

4.5 INDIVIDUAL CASE BASIS (ICB)

4.5.4 Arrangements will be developed on a case-by-case basis in response to a bone fide request from the 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 specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis. ICBs will be filed with the Communications Division of the Commission.

4.5.5 SPECIAL ASSEMBLY

The Company may provide a unique service arrangement for a Customer where no tariffed service exists for the service. The unique service will be provided via a special assembly. The Company will file the special assembly, including terms, conditions and rates by letter with the Communications Division of the Commission

4.5.6 CHARGES

For these types of services the Company may require an advanced payment to safeguard its interests before a service or facilities are furnished. This payment will not exceed the total of the non-recurring charges and charges for the first month's service or facility. If special construction is involved this may require an estimate of the non-recurring charges. The advanced payment will be credited to the Customer's first month of service. Details of the payment will be provided on the first bill received after the payment. This payment is required in lieu of a deposit.

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SECTION 5 – RATES

5 Local Residential Services Rates

5.1 Calling Plans

5.1.1 Basic Monthly Service

1st Line: \$39.99 per month
2nd Line: \$39.99 per month

- The monthly service charge includes local phone service.
- Local exchange customers will receive one hour of 1+ toll calling with their local service
- Additional 1+ calling is available and will be post billed
- Toll blocks will be in effect to prevent the usage of 900; 700 per usage calls
- The customer will not be able to receive collect, third-party billed or any other type of per usage call.
- However, should the customer incur a pay per usage fee, the customer is solely responsible for payment of the fee.
- Taxes and other fees are not included in the quoted rates.

5.1.2 Optional Features Offered

	<u>Monthly Charge</u>
➤ Caller ID Deluxe	\$10.00 per line
➤ Call Waiting/Caller ID	\$5.00 per line
➤ 3 – Way Calling	\$5.00 per line
➤ Call Forwarding	\$5.00 per line
➤ Call Return	\$5.00 per line
➤ Speed Dialing	\$5.00 per line
➤ Unlimited in state and state to state toll calling for \$10.00 per month. International calls billed separately.	

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SECTION 5 – RATES (con't)

5.1.3 Bundled Monthly Charges

1st Line: \$49.99 per month2nd Line: \$49.99 per month

- The monthly service charge includes local phone service.
- Unlimited in state and state to state toll calling. International calling is billed separately.
- All of the features listed under basic monthly service are provided in this package.
- Toll blocks will be in effect to prevent the usage of 900; 700 per usage calls
- The customer will not be able to receive collect, third-party billed or any other type of per usage call.
- However, should the customer incur a pay per usage fee, the customer is solely responsible for payment of the fee.
- Taxes and other fees are not included in the quoted rates.

5.1.4 DSL Service - \$59.99 per line per month. Includes all of the services and features available in the bundled package plus DSL service. DSL is an unregulated and untariffed service, please contact the Company for additional information.

5.1.5 Unlisted Number – this is available for an additional \$5.00 and is available with any of the above services.

5.1.6 Pay Per Use Features

The customer may also be able to access certain pay per use features. These include:

- Three-way calling
- Automatic call back
- Repeat dialing
- Per Use features \$1.00 per use

Call Trace \$3.75 per successful activation

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SECTION 5 – RATES (con't)

5.1.7 Nonrecurring Charges

\$25.00 Line change charge for all changes made after initial installation

\$40.00 Installation fee, billed \$20.00 in advance and the remainder over the next two bills

5.1.8 Returned Check Charge

\$15.00 per check

5.1.9 Reconnection Charge

\$30.00 per occurrence

5.1.10 Late Payment Charge

Customers paying for service after the seven (7) day grace period allowed by the Company will incur a 1.50% charge.

5.2 DIRECTORY ASSISTANCE/OPERATOR SERVICES

5.2.1 DIRECTORY ASSISTANCE

By dialing 411, the Customer can access the telephone numbers in their local calling area. There is a charge associated with this service.

5.2.2 OPERATOR SERVICES

Busy Line verification, verification with interrupt as well as directory assistance can be done through a live operator. There is a charge associated with this service. If the operator completes the call for the Customer, there is an additional charge.

5.2.3 National 411 (N411)

N 411 This service provides the Customer with listings outside of the local service area, but within the United States. It is subject to availability. Charges for this service are billed for all use, even if the number is non-published or non-listed or not found. No call allowances are made for N411.

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SECTION 6 – PROMOTIONS**6.1 Safe*Way Protection Plan**

This Plan is offered to NationsLine customers and provides protection of the *Safe*Way* Protection Plan. Pays subscriber's primary local exchange service for three months in the event of illness, or loss of job through no fault of the subscriber's. In the event of a subscribing customer's death, unpaid NationsLine phone bill balances are also waived. Coverage is provided only under the terms and conditions of the *Safe*Way* Protection Plan as outlined below:

- A. **Involuntary Unemployment Coverage**
*Safe*Way* Protection Plan subscribers which are laid off, fired, or lose their full-time job through no fault of their own, and which work a minimum of thirty hours a week and qualify for state unemployment benefits, will have their primary* phone service covered for three months.
- B. **Accidental Disability Coverage**
*Safe*Way* Protection Plan subscribers which become disabled through an accident or illness, which are under a doctor's care and cannot work, will have their primary*phone service covered for three months.
- C. **Credit Life Benefit**
In the event of the death of a *Safe*Way* Protection Plan subscriber, the *Safe*Way* Protection Plan will pay the remaining balance of that customer's NationsLine phone bill.

This service is provided at a monthly charge of \$4.00.

- D. **Limitations**
Pay for primary phone service only. Primary phone service includes only basic flat rate phone service. It does not include any taxes or fees applicable to that service. In areas where there is measured or message unit service, basic flat rate service will include only the minimum number of calls offered by NationsLine in its basic flat rate service package and any regional or long distance calls which may or may not be included in the minimum basic flat rate calling plan. No long distance calls and no special features such as call waiting, call forwarding, voice mail, Caller ID, or any other optional features are included in the basic flat rate service provided under the *Safe*Way* Protection Plan.

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SECTION 6 – PROMOTIONS (con't)

6.2 Tele-a-friend Program

To incent potential customers to join the Nationsline Tennessee, Inc. family Nationsline Tennessee, Inc. will a one-time \$20 credit to Customers who presubscribe to Nationsline Tennessee, Inc.'s residential service. The \$20 credit will be applied to the monthly recurring charge. No other call types, fees, surcharges or taxes or charges that appear on the same bill are eligible for the credit. This promotion will be offered across multiple sales channels, including but not limited to a coupon provided through telemarketing or direct mail. The \$20.00 credit offer is available to new customers only and may not be combined with any other promotional offering. The referring Customer will receive 500 additional minutes of long distance time.

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SECTION 7 – BUSINESS SERVICES**7.1 Nationsline Tennessee, Inc. Unbundled Business Service**

Nationsline Tennessee, Inc. Unbundled Business Service is targeted at small business Customers and provides options based on the Customers calling patterns and estimated usage. Customers who subscribe to this service must designate Nationsline Tennessee, Inc. As the presubscribed carrier for local calling concurrent with enrollment for this service. Nationsline Tennessee, Inc. Unbundled business service provides customers with the option of selecting Nationsline Tennessee, Inc. For toll services.

7.1.1 Local Exchange Service

Local exchange service is billed in one (1) minute increments.

Monthly Rate	\$49.99
Rate Per Minute:	\$0.020

Service Connection Fee

One-time charge per line	
Per Line	\$100.00

This charge is waived for Customers migrated a connected line.

7.1.2 Toll Service

Toll service calls include intrastate toll calls and interstate toll calls. Toll calls will be billed in one (1) minute increments.

Intrastate Direct Dial Access	\$0.129
Interstate Direct Dial Access	\$0.059

7.1.3 Features:

Call Waiting with Caller ID, Three Way Calling, Call Forwarding, Return Call, and Speed Dialing. Subject to availability can be purchased for \$5.00 per month per feature. Caller ID is available at a cost of \$10.00 per month.

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SECTION 7 – BUSINESS SERVICES**7.2 Termination of Domestic Usage**

The “cost per minute” outlined in Section 4.5.1 above is based on the assumption that the customer will terminate at least 80% of its total domestic usage in a tandem owned and operated by a Regional Bell Operating Company (“RBOC”) and subject to such RBOC’s tariffed access charges. Nationsline Tennessee, Inc. will apply a surcharge of \$0.04 per minute of use to the number of minutes by which the customer’s non-RBOC termination (being defined as “the sum of outbound minutes which terminate in non-RBOC areas plus inbound (toll-free) minutes which originate in non-RBOC areas”) exceeds 20% of the customer’s total domestic usage. For purposes of this calculation, the Operating Company Number (“OCN”) of the originating or terminating ANI will be used. OCN numbers of 9000 and above are classified as RBOC and OCN numbers of below 9000 are classified as non-RBOC.

7.3 Bundled Business Service

Bundled Business Service is targeted at small business Customers and provides options based on the Customers calling patterns and estimated usage. Customers who subscribe to this service must designate Nationsline Tennessee, Inc. as the presubscribed carrier for local calling concurrent with enrollment for this service. Cat Bundled Business Service provides Customers with the option of selecting Nationsline Tennessee, Inc. for toll services.

7.3.1 Package Price for Bundled Business Service

Primary Line, per month	\$59.99
Service Connection Fee, one-time charge per line	\$100.00
Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Nationsline Tennessee, Inc.	

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SECTION 7 – BUSINESS SERVICES

7.3.2 Bundled Business Service includes the following:

Toll Service: Toll service calls include intrastate toll calls and interstate toll calls. Toll calls will be billed in one (1) minute increments.

Intrastate Direct Dial Access	\$0.129
Interstate Direct Dial Access	\$0.059

Local Service: A monthly allowance of 2000 free minutes of local calling. Local calls will be billed in one (1) minute increments.

Local calls within 2000 minute allowance

Direct Dial Access	\$0.00
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Local calls above 2000 minute allowance

Direct Dial Access	\$0.039
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7.3.3 Calling Features Package:

Caller ID, Call Waiting with Caller ID, Three Way Calling, Call Forwarding, Return Call, and Speed Dialing included at no charge.

Calling Features are described in the residential service.

Line Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy. This feature is available at a charge of **\$10.00 per month.**

7.4 Termination of Domestic Usage

The “cost per minute” outlined in Section 4.5.1 above is based on the assumption that the customer will terminate at least 80% of its total domestic usage in a tandem owned and operated by a Regional Bell Operating Company (“RBOC”) and subject to such RBOC’s tariffed access charges. Nationsline Tennessee, Inc. will apply a surcharge of \$0.04 per minute of us to the number of minutes by which the customer’s non-RBOC termination (being defined as “the sum of outbound minutes which terminate in non-RBOC areas plus inbound (toll-free) minutes which originate in non-RBOC areas”) exceeds 20% of the customer’s total domestic usage. For purposes of this calculation, the Operating Company Number (“OCN”) of the originating or terminating ANI will be used. OCN numbers of 9000 and above are classified as RBOC and OCN numbers of below 9000 are classified as non-RBOC.

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SECTION 7 – BUSINESS SERVICES**7.5 Toll-Free Services**

Toll Free Service is available to Customers for incoming calls. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided business switched access line. Cat Business Service Customers who migrate their long distance service to another carrier, but who retain Nationsline Tennessee, Inc. as the local service provider will keep Cat Business Service until such time as that service is specifically identified as having migrated to another carrier. Call charges are billed to the Subscriber rather than to the originating caller. Rates are neither time-of-day sensitive nor mileage sensitive. Calls are billed in six (6) second increments. Rates are not mileage or time-of-day sensitive. A Monthly Recurring Charge applies in addition to usage rates.

Rate per minute:	\$0.099
Monthly Recurring Charge, Per toll free access line:	\$20.00

Toll Free Service Installation:	\$20.00
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Toll Free Service Installation charge is not applied when a customer migrates from another telephone

Vanity Toll Free Number Search:	\$10.00
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7.5.1 The Company will make every effort to reserve toll free (i.e., 800/888") vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.

7.5.2 The Company will participate in porting toll free numbers only when all charges incurred as a result of the toll free number have been paid.

7.5.3 Toll free numbers shared by more than one Customer, whereby a unique Personal Identification Number identifies individual Customers, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Responsible Organization or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.

7.5.4 If a Customer who has received a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available for use by another Customer.

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SECTION 7 – BUSINESS SERVICES

7.6 Dedicated T1 Service

Dedicated T1 Service includes the following:

7.6.1 Customer channelized high capacity (1.544 Mbps) circuit between Customer premises and its serving office for connection to services provided by Nationsline Tennessee, Inc., for local exchange access for usage-sensitive local calling and toll calling. Each circuit supports up to 24 voice lines. The rates herein are for the portion of the service dedicated to voice applications;

7.6.2 Feature: Caller ID-Number Only.

Voice channels will be provisioned with Line Hunting upon Customer request, at the rates specified in this tariff

7.6.3 Rates and Charges

Monthly Recurring Charge: the underlying carrier provides The T1 circuit at a pass-through of costs to Nationsline Tennessee, Inc..

Rates for Minutes of Use:

7.6.3.1 Toll Service:

Toll service calls include intrastate toll calls and interstate toll calls. Toll calls will be billed in one (1) minute increments.

Intrastate Direct Dial Access	\$0.129
Interstate Direct Dial Access	\$0.059

7.6.3.2 Local Service: Local calls will be billed in one (1) minute increments.

Direct Dial Access	\$0.039
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7.6.3.3 Line Hunting:

Line hunting will be provided on all T1 voice channels at a charge of \$100 per month, per circuit.

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SECTION 7 – BUSINESS SERVICES**7.7 Miscellaneous Charges for Business Services****Service Order Charges**

Primary Service Connection Charge	\$100.00
Secondary Service Connection Charge	\$100.00
Transfer of Service Charge, Primary Line	\$50.00
Transfer of Service Charge, Secondary Line	\$50.00
Technician Dispatch Charge	\$200.00
Service Order Charge	\$10.00
Toll Free Directory Listing	\$10.00
Missed Appointment Charge	\$100.00

Change Order Service Charges

Feature or Feature Pack Change Order	\$10.00
Toll Restriction Fee Order	\$10.00
Telephone Number Change Order	\$10.00
Long Distance Minutes Pack Change Order	\$10.00
Listing Change Charge	\$10.00
Record Change	N/A

Miscellaneous Charges

Duplicate Invoice	\$5.00
Call Detail Report	\$5.00

7.8 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

Per occasion, per voice channel	\$50.00
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SECTION 7 – BUSINESS SERVICES**7.9 Temporary Suspension/Restoration of Service**

Upon the request of the customer, service may be temporarily suspended. Suspension of service may begin or terminate on any day of the month provided notice is given sufficiently in advance for arrangements to be made. Service will be disconnected to the extent necessary to assure that no inward or outward service will be available during the period of suspension.

Nonrecurring charge, per voice channel	\$50.00
Recurring charge, per voice channel	50% of regular service rates
Nonrecurring charge, per voice channel	\$50.00

7.10 Contract Service Arrangements

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 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 six months after the initial offering to the first contract Customer for any given set of terms.

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