

SCHEDULE OF RATES AND CHARGES
APPLICABLE TO THE
INTRASTATE INTEREXCHANGE SERVICES
OF
DIGITAL AGENT, LLC
IN THE
STATE OF GEORGIA

This Tariff applies to intrastate interexchange telecommunications services furnished by Digital Agent, LLC ("Carrier") within the State of Georgia. This Tariff is on file with the Georgia Public Service Commission, and copies may be inspected during normal business hours at Carrier's principal place of business at 1000 Circle 75 Parkway, Suite 100, Atlanta, Georgia 30339.

Rates, terms and conditions for local exchange telecommunications services provided by Carrier within the State of Georgia are set forth in Carrier's Local Exchange Tariff, Georgia PSC No. 1.

This Tariff cancels and supersedes Carrier's Georgia PSC Tariff No. 2, previously on file with the Georgia Public Service Commission, in its entirety, effective on the effective date shown on each page.

CHECK SHEET

The pages of this Tariff are effective as of the date shown at the top of the respective pages. Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date shown at the top of this page.

SHEET	REVISION	SHEET	REVISION
1	Original	28	Original
2	Original	29	Original
3	Original	30	Original
4	Original	31	Original
5	Original	32	Original
6	Original	33	Original
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EXPLANATION OF SYMBOLS

The following symbols are used for the purposes indicated below:

- | | |
|-----|---|
| (C) | To signify change in regulation |
| (D) | To signify discontinued rate or regulation |
| (I) | To signify a rate increase |
| (M) | To signify a move from one page to another with no change in text |
| (N) | To signify a new rate or regulation |
| (R) | To signify a rate reduction |
| (T) | To signify a change in text, but no change in rate or regulation |

TARIFF FORMAT

- A. Page Numbering** – Page numbers appear in the upper right corner of the Page. Pages are numbered sequentially. However, occasionally, when a new Page is added between Pages already in effect, a decimal is added. For example, a new Page added between Pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** – Revision numbers also appear in the upper right corner of each Page. These numbers are used to determine the most current Page version on file with the Commission. For example, the Fourth revised Page 14 cancels the Third Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current Page number on file with the Commission is not always the Page in effect. Consult the Check Sheet for the Page currently in effect.
- C. Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of code 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).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** – When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the Pages contained in the tariff with a cross-reference to the current revision number. When new Pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this Page if these are the only changes made to it (*i.e.*, the format, etc., remains the same, just revised revision levels on some Pages). The tariff user should refer to the latest Check Sheet to find if a particular Page is the most current on file with the Commission.

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

AUTHORIZED USER

A person, corporation or other entity who is authorized by the Company's Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

CALL

An attempted or completed communication.

CARRIER

Whenever used in this Tariff or its headings, the terms "Carrier" and "Digital Agent," unless otherwise clearly indicated from the context, shall refer to Digital Agent, LLC

CHANNEL

A communications path between two or more points of termination.

COMMISSION

The Georgia Public Service Commission.

COMPETITIVE LOCAL EXCHANGE CARRIER ("CLEC")

A person, firm, or entity, other than an Incumbent Local Exchange Carrier, authorized by the Georgia Public Service Commission to provide local exchange telecommunications services within the State of Georgia.

CUSTOMER

The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by Carrier. A Customer is responsible for the payment of charges and for compliance with all terms of Carrier's Tariff.

CUSTOMER PREMISES

A location(s) designated by the Customer for the purposes of connecting to Carrier's Services.

CUSTOMER PREMISES EQUIPMENT ("CPE")

Equipment located at the Customer Premises for use with Carrier's Services.

EXCHANGE

The entire plant and facilities used in providing telephone service to subscribers located in an exchange service area.

EXCHANGE SERVICE AREA

An area, consisting of one or more ILEC central office districts, within which a call between any two points is a local call.

INCUMBENT LOCAL EXCHANGE CARRIER ("ILEC")

A Local Exchange Carrier authorized by the Georgia Public Service Commission to provide local exchange telecommunications services within the State of Georgia prior to July 1, 1995, or any successor thereto.

INTERRUPTION

The inability to complete calls, either incoming or outgoing or both, due to facilities malfunction or human errors.

LOCAL EXCHANGE CARRIER ("LEC")

A person, firm, or entity authorized by the Georgia Public Service Commission to provide local exchange telecommunications services within the State of Georgia.

SERVICES

Refers to services that are available to be furnished by Carrier to the Customer pursuant to this Tariff, unless the context dictates otherwise.

TELECOMMUNICATIONS CARRIER

A person, firm, or entity authorized by the Georgia Public Service Commission to provide intrastate telecommunications services within the State of Georgia or authorized by the Federal Communications Commission to provide interstate or international telecommunications services.

DIGITAL AGENT, LLC
ISSUED: November 27, 2002
BY: Vice President, Operations
Atlanta, Georgia

**INTRASTATE INTEREXCHANGE
TARIFF
Georgia PSC No. 2**

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EFFECTIVE: December 27, 2002

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DIGITAL AGENT, LLC
ISSUED: November 27, 2002
BY: Vice President, Operations
Atlanta, Georgia

**INTRASTATE INTEREXCHANGE
TARIFF
Georgia PSC No. 2**

Original Page 9

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DIGITAL AGENT, LLC
ISSUED: November 27, 2002
BY: Vice President, Operations
Atlanta, Georgia

**INTRASTATE INTEREXCHANGE
TARIFF
Georgia PSC No. 2**

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SECTION 2 – GENERAL RULES AND REGULATIONS

2.1 Undertaking of Carrier

- 2.1.1 Carrier undertakes to furnish intrastate interexchange telecommunications services pursuant to the rates, terms, and conditions of this Tariff for the direct transmission and reception of voice, data, Internet and other types of telecommunications services to points originating and terminating within the State of Georgia but not within the same local calling area.
- 2.1.2 Carrier's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.3 Service is provided on the basis of a minimum period of at least one (1) month. For the purpose of computing any charge in this Tariff, a month is considered to have thirty (30) days.
- 2.1.4 Carrier reserves the right to change rates at any time in accordance with Commission procedures.
- 2.1.5 Requests for Service under this Tariff will authorize Carrier to conduct a credit search on Customer. Carrier reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by Customer. Carrier may also, at any time and at its sole discretion, set a credit limit for any Customer's use of services for any monthly period.
- 2.1.6 Carrier may suspend or terminate services for nonpayment of charges or for other violations of this Tariff. Carrier also reserves the right to refuse an application for service made by a present or former Customer who is indebted to Carrier for service previously rendered until the indebtedness is satisfied.
- 2.1.7 Customer may be required to enter into written Service Order(s) which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customer will also be required to execute any other documents as may be reasonably requested by Carrier.
- 2.1.8 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon thirty (30) days' written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this Tariff prior to termination. Rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 2.1.9 Carrier will use reasonable efforts to make services available to a Customer on or before a particular date, subject to the provisions of, and compliance by Customer with, the terms and conditions of this Tariff. Carrier does not guarantee availability by such date and will not be liable for any delays in commencing service to any Customer.
- 2.1.10 If Customer makes or requests material changes in circuit engineering, equipment specification, service parameters, Customer Premises locations, or otherwise materially modifies any provision of the application for service, Customer's installation fee shall be adjusted accordingly.
- 2.1.11 Carrier will attempt to provide Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. Carrier will work cooperatively with Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to Customer may not be possible.
- 2.1.12 Carrier furnishes intrastate telecommunications services in part using its own facilities and in part through the resale of services of other service providers. The services offered under this Tariff are available only to the extent that Carrier has available facilities and services are available for resale from the underlying service providers upon terms satisfactory to Carrier.

2.2 Limitations on Carrier's Undertaking

- 2.2.1 Service is offered subject to the provisions of this Tariff. Carrier is responsible under this Tariff only for the services provided hereunder, and it assumes no responsibility for any service provided by any other entity.
- 2.2.2 Carrier will not be liable for errors in transmission or for failure to establish connection.
- 2.2.3 An end user may transmit or receive information or signals via the services offered by Carrier. Customer may transmit any form of signal that is compatible with Carrier's services, but Carrier does not guarantee that its services will be suitable for Customer's purposes, except as specifically stated in this Tariff. Customer's ability to connect equipment or facilities to Carrier's services is subject to any restrictions set forth in Carrier's agreement with the underlying carrier and applicable regulations of the Federal Communications Commission and the Georgia Public Service Commission.

2.2.4 Equipment and Facilities

- A. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the services Carrier may obtain from underlying carriers to furnish service from time to time as required at the sole discretion of Carrier.
- B. Carrier's obligation to furnish service is dependent upon its ability to secure suitable and sufficient services for resale without unreasonable expense.
- C. Carrier shall not be required to furnish, or continue to furnish, service where the circumstances are such that the proposed use of the service would tend to adversely affect Carrier's plant, property or service.
- D. Carrier reserves the right to limit or to allocate the use of existing service capacity, or of additional service capacity offered by Carrier, when necessary because of lack of facilities, or due to some other cause beyond Carrier's control.
- E. Upon suitable notification to Customer, and at a reasonable time, Carrier may take such tests and inspections as may be necessary to determine that Customer is complying with applicable requirements for the installation, operation, and maintenance of Customer-provided facilities and equipment that are connected to services provided by Carrier. If the protective requirements for Customer-provided facilities and equipment are not being complied with, Carrier may take such action as it deems necessary to protect its facilities and personnel. Carrier will notify Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, Customer must take this corrective action and notify Carrier of the action taken. If Customer fails to do this, Carrier may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm.
- F. Carrier may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in respect to the installation, operation or maintenance of Customer's or Carrier's facilities or equipment.
- G. Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with Carrier.

2.3 Use of Services

- 2.3.1 Customer shall not use the Services provided under this Tariff for any unlawful purpose. Services may otherwise be used for any lawful purpose, provided that such purpose is a purpose for which Customer is technically suited, Customer shall have obtained any and all required government approvals, authorizations, licenses, consents and permits for such purpose, and such purpose is consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.3.2 Carrier's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by Carrier shall remain its property and shall be returned to Carrier whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear excepted. Customer is required to reimburse Carrier for any loss of, or damage to, Carrier's facilities or equipment located on the Customer Premises, including loss or damage caused by agents, employees or independent contractors of Customer through any negligence.

2.3.3 Maintenance of Equipment and Facilities

- A. Carrier shall use reasonable efforts to maintain only the equipment and facilities that it furnishes to Customer. Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the equipment and facilities provided by Carrier, except upon the written consent of Carrier.
- B. Carrier may substitute, change or rearrange any facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided to Customer.
- C. Customer shall be responsible for the payment of service charges as set forth herein for visits by the company's agents or employees to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than Carrier, including but not limited to Customer.
- D. Carrier shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the services furnished pursuant to this Tariff, the responsibility of Carrier shall be limited to the furnishing of services offered under this Tariff. Subject to this responsibility, Carrier shall not be responsible for:
1. the transmission of signals by Customer-provided equipment or the quality of, or defects in, such transmission;
 2. the reception of signals by Customer-provided equipment; or
 3. network control signaling when performed by Customer-provided network control signaling equipment.
- E. At the request of Customer, installation or maintenance may be performed outside of Carrier's regular business hours or in hazardous locations. In such cases, charges based on the cost of the actual labor, material or other costs incurred by or charged to Carrier will apply. If installation or maintenance is started during regular business hours, but, at Customer's request, extends beyond regular business hours into other time periods including, but not limited to, weekends, holidays or night hours, additional charges may apply.

2.3 Use of Services (cont.)

2.3.4 Additional Responsibilities for Customer-Provided Terminal Equipment

- A. Services furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff. All such terminal equipment shall be registered pursuant to Part 68 of Title 47, Code of Federal Regulations, and all Customer-provided wiring shall be installed and maintained in compliance with those regulations.
- B. Customer is responsible for ensuring that Customer-provided terminal equipment connected to Carrier equipment and facilities is compatible with such facilities. The magnitude and character of the voltages and currents impressed on equipment and wiring provided by Carrier by the connection, operation, or maintenance of such Customer equipment and wiring shall be such as not to cause damage to equipment and wiring provided by Carrier or injury to Carrier's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by Carrier at Customer's expense.
- C. Terminal equipment used on the Customer Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of Customer. Customer is responsible for the provision of wiring or cable to connect its equipment to Carrier equipment and facilities. Any special interface equipment necessary to achieve compatibility between the equipment and facilities of Carrier used for furnishing telecommunications services and the channels, facilities, or equipment of others shall also be provided at Customer's expense.
- D. Telecommunications services may be connected to the services or facilities of other telecommunications carriers only when authorized by, and in accordance with, the terms and conditions established by such other telecommunications carriers which are applicable to such connections.

2.3 Use of Services (cont.)

2.3.5 Joint Use, Assignment, and Transfer

- A. Any service provided under this Tariff may be shared (jointly used) with other persons at Customer's option. Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying Carrier of any unauthorized use. Customer may advise its customers that a portion of its service is provided by Carrier, but Customer shall not represent that Carrier jointly participates with Customer in the provision of the service. Carrier may require applicants for service who intend to use Carrier's offerings for shared use to file a letter with Carrier confirming that their use of Carrier's offerings complies with relevant laws, regulations, policies, orders and decisions.
 - B. 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 Carrier. Carrier will permit a Customer to assign or transfer its existing service to another entity, provided that the existing Customer has paid all charges owed by it to Carrier and such permitted assignee or transferee accepts and agrees to be bound by all of the terms and conditions of this Tariff, as well as all other conditions of service. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.
- 2.3.6 Carrier strictly prohibits use of Carrier's services without payment or any avoidance of payment by Customer by fraudulent means, devices or schemes including, but not limited to, providing falsified or invalid calling card numbers or credit card numbers to Carrier or in any way misrepresenting the identity of Customer.
- 2.3.7 Recording of telephone conversations over service provided by Carrier under this Tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.8 Service will not be used in a manner which:
- A. might reasonably be expected to frighten, abuse, torment, or harass another;
 - B. interferes in any manner with other person(s) in the use of their service;
 - C. prevents other persons from using their service; or
 - D. otherwise impairs the quality of service to other Customers.
- 2.3.9 Customer is responsible for notifying Carrier immediately of any unauthorized use of services.

2.4 Liability of Carrier

- 2.4.1 **THE LIABILITY OF CARRIER FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM OR ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING OF SERVICES UNDER THIS TARIFF OR THE FAILURE TO FURNISH SERVICE, INCLUDING BUT NOT LIMITED TO MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR OTHER DEFECTS, AND REPRESENTATIONS, SHALL BE LIMITED TO THE EXTENSION OF ALLOWANCES FOR INTERRUPTION AS SET FORTH IN THIS TARIFF. THE EXTENSION OF SUCH ALLOWANCES FOR INTERRUPTION SHALL BE THE SOLE REMEDY OF CUSTOMER AND THE SOLE LIABILITY OF CARRIER.**
- 2.4.2 Carrier shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but 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 Carrier, or of any commission, agency, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of Carrier's agents and employees, if committed beyond the scope of their employment.
- 2.4.3 Carrier shall not be liable for any act or omission of any entity furnishing to Carrier or to Customer facilities or equipment used for or with the services Carrier offers. Carrier shall not be liable for any damages or losses due to the fault or negligence of Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

2.4 Liability of Carrier (cont.)

2.4.4 Indemnity

- A. Carrier shall be indemnified, defended and held harmless by Customer from and against any and all claims, loss, demands, suits, or other actions, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by Customer or by any other party, for any personal injury to or death of any person or persons (including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits), and for any loss, damage or destruction of any property, including environmental contamination, whether owned by Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service. Carrier reserves the right to require Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installation.
 - B. Carrier shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, or proprietary or creative right, or any other injury to any person, property or entity arising from Customer's use of Carrier's services; out of the material, data, information, or other content revealed to, transmitted, or used by Carrier under this Tariff; or for any act or omission of Customer.
- 2.4.5 Carrier shall not be liable for any defacement of or damage to equipment of a Customer or Customer Premises resulting from the furnishing of services or equipment on such Customer Premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of Carrier's agents or employees.
- 2.4.6 Carrier is not liable for any claims for loss or damages involving:
- A. Breach in the privacy or security of communications transmitted over Carrier's services;
 - B. Any representations made by Carrier employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
 - C. Any non-completion of communications or transmissions due to network busy conditions;
 - D. Any act or omission in connection with the provision of 911, E911 or similar services.
- 2.4.7 Carrier assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to Customer, even if Carrier has acted as Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- 2.4.8 Any claim of whatever nature against Carrier shall be deemed conclusively to have been waived unless presented in writing to Carrier within thirty (30) days after the date of the occurrence that gave rise to the claim.

2.4 Liability of Carrier (cont.)

- 2.4.9 **CARRIER SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER THIS TARIFF INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFITS, FOR ANY REASON WHATSOEVER.**
- 2.4.10 The liability of Carrier for errors in billing that result in overpayment by Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.4.11 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to Carrier by Customer for the specific services giving rise to the claim. No action or proceeding against Carrier shall be commenced more than one year after the service is rendered or not rendered, as the case may be.
- 2.4.12 Carrier shall not be liable for damages or adjustments, refunds or cancellation of charges unless Customer has notified Carrier, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by Carrier for the call or other service giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide Carrier with a reasonable basis upon which to evaluate Customer's claim or demand and must be consistent with the remedies set forth in this Tariff.
- 2.4.13 Carrier shall not be liable for any damages, including refund or cancellation of usage charges, that Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of Customer's communications equipment includes, but is not limited to, the placement of calls or transmission of data from Customer Premises and the placement of calls and transmission of data through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over Carrier's network services without the authorization of Customer. Customer shall be fully liable for all such charges.
- 2.4.14 Carrier shall not be liable for Customer's failure to fulfill its obligation to take all necessary steps, including obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting equipment or facilities of Customer, or any third party acting as Customer's agent, to Carrier's network.
- 2.4.15 **CARRIER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS 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.**
- 2.4.16 No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed agents or employees of Carrier without written authorization.

2.5 Minimum Period of Service

- 2.5.1 The minimum period of service is one month, except as may be otherwise provided in this Tariff. Customer must pay the rate determined pursuant to this Tariff and Customer's Customer Service Agreement for the service to which Customer subscribes for the minimum period of service. If Customer disconnects service before the end of the minimum service period, Customer is responsible for paying the rate determined pursuant to this Tariff and Customer's Customer Service Agreement for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same Customer Premises, or to a different Customer Premises entirely, the period of service at each location is accumulated to calculate whether Customer has met the minimum period of service obligation.
- 2.5.2 If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the Customer Premises to be abandoned, or by the death of Customer, Customer is not obligated to pay for service for the remainder of the minimum period.
- 2.5.3 If service is switched over to a new Customer at the same Customer Premises after the first month's service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. For services not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

2.6 Customer Responsibility

- 2.6.1 Customer is responsible for placing any necessary orders.
- 2.6.2 The name(s) of Customer(s) desiring to use the service must be set forth in the application for service.
- 2.6.3 Customer is responsible for the payment of all charges for services furnished to Customer and to all users authorized by Customer, regardless of whether those services are used by Customer itself or are resold to or shared with other persons or whether such use is with or without the knowledge or consent of Customer, and other applicable charges pursuant to this Tariff. The security of Customer's authorization codes, presubscribed exchange lines, and direct connect facilities are the responsibility of Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or authorization codes will be billed to and must be paid by Customer.
- 2.6.4 Any applicant for service may be required to sign an application form requesting Carrier to furnish the service in accordance with the rates, terms, and conditions from time to time in force and effect.

2.6.5 Maintenance of Equipment

- A. If required for the provision of Carrier's services, Customer must provide any equipment space, supporting structure, needed personnel, conduit and electrical power without charge to Carrier.
- B. Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of Carrier's equipment to be maintained within the range normally provided for the operation of such equipment.
- C. Customer shall obtain, maintain, and otherwise have full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of facilities provided by Carrier, shall be borne entirely by, or may be charged by Carrier to, Customer. Carrier may require Customer to demonstrate its compliance with this section prior to accepting an order for service.

2.6.6 Conditions for Installation

- A. If Carrier installs equipment at the Customer Premises, Customer shall be responsible for payment of any applicable installation charge to Carrier on Customer's behalf. Customer is responsible for charges incurred for special construction or special facilities which Customer requests and which are ordered by Carrier on Customer's behalf.
 - B. Customer shall provide a safe place to work and comply with all laws and regulations regarding the working conditions on the Customer Premises at which Carrier's employees and agents will be installing or maintaining Carrier's facilities. Customer may be required to install and maintain Carrier facilities within a hazardous area if, in Carrier's opinion, injury or damage to Carrier employees or property might result from installation or maintenance by Carrier. Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous materials (*e.g.*, friable asbestos) prior to any construction or installation work.
- 2.6.7 Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Carrier employees or agents of Carrier to enter the Customer Premises at any reasonable hour for the purpose of installing, testing, programming, repairing, testing or removing any part of Carrier's facilities or equipment associated with the provision of Carrier's services.

2.6 Customer Responsibility (cont.)

- 2.6.8 Customer shall ensure that the equipment or system is properly interfaced with Carrier's services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power and signal level for the intended use of Customer and in compliance with criteria set forth in this Tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Carrier will permit such equipment to be connected with its channels without the use of protective interface devices. If Customer fails to maintain the equipment or system properly, with resulting imminent harm to Carrier equipment, personnel or the quality of service to other Customer Carrier may upon written notice, require the use of protective equipment at Customer's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon written notice, terminate Customer's service.
- 2.6.9 Customer must pay Carrier's cost for replacement or repair of damage to the equipment or facilities of Carrier caused by the negligence or willful acts or omissions of Customer or others, by improper use of the services, or by use of equipment provided by Customer or others, or the non-compliance by Customer with this Tariff.
- 2.6.10 Customer shall not create or allow to be placed any liens or other encumbrances on Carrier's facilities or equipment.
- 2.6.11 Customer must use the services offered in this Tariff in a manner consistent with the terms and conditions of this Tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the services.

2.7 Interruption of Service

- 2.7.1 For the purpose of applying this provision, the word “interruption” shall mean the inability to complete calls, either incoming or outgoing or both, due to equipment malfunction or human errors. “Interruption” does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of Customer or where Carrier, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to Carrier, unlawful or improper use of the service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, Customer is responsible for providing electric power.

2.7 Interruption of Service (cont.)

- 2.7.2 Interruptions in service which are not due to the gross or willful negligence of Carrier, or which are not due to the non-compliance with the provisions of this Tariff by Customer or the operation or malfunction of the facilities, power, or equipment provided by Customer, will be credited to Customer as set forth below for the part of the service that the interruption affects.
- A. Credit for interruption of service shall be allowed only when such interruption is caused by or occurs due to causes within the control of Carrier, such as when any component furnished by Carrier under this Tariff may fail, or in the event that Carrier is entitled to a credit for the failure of the facilities of Carrier's underlying carrier used to furnish service.
 - B. It shall be the obligation of Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission by Customer within Customer's control, or is not in wiring or equipment furnished by Customer and connected to Carrier's facilities.
 - C. Credit for an interruption shall commence after Customer notifies Carrier of the interruption, or when Carrier becomes aware thereof, and Customer releases such service, facility or circuit for testing and repair, and the credit will cease when Service has been restored. If Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
 - D. For the purposes of credit computation, every month shall be considered to have 720 hours.
 - E. No credit shall be allowed for an interruption of a continuous duration of less than 2 hours.
 - F. Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly usage charge for the service affected for each hour or major fraction thereof that the interruption continued.
 - G. No credit allowance will be made for:
 1. interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by Customer, an Authorized User, or other telecommunications carriers connected to, or providing service connected to, the service of Carrier;
 2. interruptions due to the negligence of any person other than Carrier, including but not limited to Customer or other telecommunications carriers connected to Carrier's facilities;
 3. interruptions due to the failure or malfunction of non-Carrier equipment, including service connected to Customer-provided electric power;
 4. interruptions of service during any period in which Carrier is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
 5. interruptions of service during any period in which Customer continues to use the service on an impaired basis;
 6. interruptions of service during any period when Customer has released service to Carrier for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
 7. interruptions of service in order to perform tests and inspections to assure compliance with Tariff terms and conditions and the proper installation and operation of Customer's and Carrier's equipment and facilities; or
 8. interruptions of service due to circumstances or causes beyond the control of Carrier.

2.7 Interruption of Service (cont.)

- 2.7.3 For calculating credit allowances, every month is considered to have 720 hours. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those services actually interrupted will receive a credit. Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service furnished by Carrier rendered useless or substantially impaired.
- 2.7.4 Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

2.8 Cancellation of Service

- 2.8.1 Without incurring liability, upon five (5) days' written notice to Customer, Carrier may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
- A. For nonpayment of any undisputed sum due Carrier for more than thirty (30) days after the rendering of the invoice for the amount due, or
 - B. Except as may be set forth in this Tariff to the contrary, for any continuing violation of any material term or condition of this Tariff which Customer shall not have cured after Carrier has given at least ten (10) days prior written notice.
- 2.8.2 Carrier, after notice in writing to Customer and after having given Customer an appropriate opportunity to respond to such notice, may terminate under the following conditions:
- A. In the event of prohibited, unlawful or improper use of the service, or any other violation by Customer of the terms and conditions governing the service furnished, whether by reason of any order or decision of a court, or any state or federal regulatory body or governmental authority or interpretation by Carrier's lawyers thereof;
 - B. If, in the judgment of Carrier, any use of the service by Customer may adversely affect Carrier's personnel, plant, property, or service or in the event of a condition which is determined to be hazardous to other Customers of Carrier, to Carrier's equipment, the public or to employees of Carrier;
 - C. In the event of unauthorized use, where Customer fails to take reasonable steps to prevent the unauthorized use of the service received from Carrier;
 - D. In the event that service is connected for a Customer who is indebted to Carrier for service or facilities previously furnished, that service may be terminated by Carrier unless Customer satisfies the indebtedness within twenty (20) days after written notification;
 - E. If Customer provides false information to Carrier regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Carrier's services;
 - F. Upon Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, Carrier may immediately discontinue or suspend service without incurring any liability; or
 - G. Upon condemnation of any material portion of the facilities used by Carrier to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair.
- 2.8.3 Carrier shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to Customer:
- A. if in the opinion of Carrier injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur;
 - B. if Carrier deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services; or
 - C. if Carrier is requested or required by any governmental authority to suspend or terminate service to Customer without notice.

2.8 Cancellation of Service (cont.)

- 2.8.4 Prohibited, unlawful or improper use of the service includes, but is not limited to:
- A. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
 - B. The use of profane or obscene language;
 - C. The use of the service in such a manner that it interferes with the service of other Customers or prevents them from making or receiving calls;
 - D. The use of a mechanical dialing device or recorded announcement equipment to seize a Customer's line, thereby interfering with such Customer's use of the service; or
 - E. Permitting fraudulent use.

2.8.5 Abandonment or Unauthorized Use of Facilities

- A. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that Customer has failed to take reasonable steps to prevent unauthorized use, Carrier may terminate service.
 - B. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:
 - 1. No charge shall apply for the period during which service had been terminated, and
 - 2. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of Carrier.
- 2.8.6 Any change in Carrier's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to Customer may require termination of Customer's service until such time as new arrangements can be made. No charges will be assessed Customer while service is terminated, and no connection charges will apply when the service is restored.
- 2.8.7 Customer may terminate service upon thirty (30) days written notice. Customer will be liable for all usage on any of Carrier's service offerings until Customer actually leaves the service and for any applicable early termination charges set forth in Customer's Customer Service Agreement.
- 2.8.8 Carrier will immediately terminate or suspend the service of Customer, on Customer's request, when Customer has reasonable belief that the service is being used by an unauthorized person or persons. Carrier may require that the request be submitted in writing as a follow-up to a request made by telephone.
- 2.8.9 The discontinuance of service(s) by Carrier pursuant to this section does not relieve Customer of any obligations to pay Carrier for charges due and owing for service(s) furnished up to the time of discontinuance or for any applicable early termination charges set forth in Customer's Customer Service Agreement. Upon Carrier's discontinuance of service to Customer pursuant to this section, Carrier, in addition to all other remedies that may be available to Carrier at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by Customer during the remainder of the term for which such services would have otherwise been provided to Customer to be immediately due and payable.

2.8 Cancellation of Service (cont.)

2.8.10 Cancellation of Application for Service

- A. Applications for service are non-cancelable unless Carrier otherwise agrees. Where Carrier permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
 - B. Where, prior to cancellation by Customer, Carrier incurs expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs Carrier incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against Carrier that would have been chargeable to Customer had service begun.
- 2.8.11 The remedies available to Carrier set forth herein shall not be exclusive, and Carrier shall at all times be entitled to all the rights available to it under law or equity.

2.9 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulation of the Federal Communications Commission.

2.10 Security Deposits

- 2.10.1 To safeguard its interests, Carrier may require an applicant or Customer to make a security deposit ("Security Deposit") in an amount to be determined by Carrier in its sole discretion to be held by Carrier as a guarantee for the payment of charges, irrespective of whether in respect of new service or restoration of service previously discontinued. If at any time there is a material and adverse change in Customer's financial condition, business prospects or payment history, which may be determined from time to time by Carrier in its sole discretion, Carrier may require Customer to make a Security Deposit if Customer has not already done so or to increase the amount of any Security Deposit, as the case may be, as security for the full and faithful performance by Customer of the terms and conditions of this Tariff and Customer's Customer Service Agreement. Any Security Deposit required by Carrier under this Tariff shall be in addition to any deposit that Carrier may require in respect of services that are not provided under this Tariff, including without limitation, interstate and international telecommunications services. A Security Deposit may be required in addition to an advance payment. The sum of any Security Deposit and any Advance Payment will not exceed an amount equal to two and one-half months' estimated charges for such service(s).
- 2.10.2 If Customer fails to remit to Carrier the Security Deposit within ten (10) days of demand, Customer shall be deemed in violation of this Tariff, thereby entitling Carrier to all of the remedies provided in this Tariff.
- 2.10.3 Carrier may maintain any Security Deposit received from Customer commingled with Carrier's other funds, and Carrier may retain any interest earned thereon without accounting to Customer therefor. Each Customer from whom a Security Deposit is collected will be given a receipt showing: the date thereof, the name of the Customer and the current billing address, the service to be furnished or presently furnished, and the amount of the deposit. Simple interest at the rate of 7% per annum will be credited or paid to the Customer while Carrier holds the Security Deposit.
- 2.10.4 Carrier shall have the right to allocate any and all of the Security Deposit toward Customer's performance of Customer's Customer Service Agreement, and, if Carrier so allocates any or all of the Security Deposit, Customer shall remit to Carrier additional funds so as to replenish the Security Deposit to its required amount.
- 2.10.5 When a service is discontinued, the amount of Customer's Security Deposit, if any, will be applied to Customer's account and any credit balance remaining will be refunded.
- 2.10.6 The fact that a Security Deposit has been made shall in no way relieve the applicant or Customer from complying with the provisions of this Tariff for the prompt payment of bills on presentation.

2.11 Advance Payments

Carrier reserves the right to collect an advance payment from Customers in an amount not to exceed one (1) month's estimated charges as an advance payment for new service. This will be applied against the next month's charges, and if necessary, a new advance payment will be collected for the following month.

2.12 Payment Arrangements and Billing

- 2.12.1 Service is provided and billed on a monthly (30 day), recurring basis. The billing date is dependent on the billing cycle assigned to Customer. Charges for service, other than usage charges, are due monthly in advance; all other charges are payable upon request of Carrier. The initial billing may, at Carrier's option, also include one (1) month's estimated usage billed in advance. Carrier shall present invoices for Recurring Charges billed to Customer, in advance of the month in which service is provided. Payments for invoices shall be payable on the later of the date received or the due date shown on the bill, and are past due thirty (30) days after issuance and posting of invoice.
- 2.12.2 Payments should be mailed to Carrier at the following address:
Digital Agent, LLC
PO Box 1647
Easton, MD 21601
- 2.12.3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis for this purpose. Every month is considered to have 30 days for this purpose.
- 2.12.4 Charges for service commence on the date service becomes effective and shall continue to apply until the service is cancelled by Customer on not less than thirty (30) days' notice.
- 2.12.5 If any portion of the payment is not received by Carrier within thirty-one days (31) days of the posting, or if any portion of the payment is received by Carrier in funds which are not immediately available, then a late payment penalty shall apply and be due to Carrier; provided, however, late payment penalties will not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor of the lesser of 1.5 % per month or the maximum rate allowed by law.
- 2.12.6 All bills are presumed accurate, and shall be binding on Customer unless objection is received by Carrier in writing within thirty (30) days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefor is not received by Carrier in writing within such thirty (30) day period. A bill will not be deemed correct and binding upon Customer if Carrier has records on the basis of which an objection may be considered, or if Customer has in Customer's possession such Carrier records.
- 2.12.7 Billing disputes should be addressed to Carrier's customer service organization by mail at Digital Agent, LLC, Suite 100, 1000 Circle 75 Parkway, Atlanta, Georgia 30339 or via telephone, 678-444-3007. Customer service representatives are available from 9:00 am to 5:59 p.m. Eastern Standard Time. Messages may be left for customer service from 6:00 p.m. to 8:59 a.m. Eastern Standard Time, which will be answered on the next business day, unless in the event of an emergency which threatens Customer's Service, in which case customer service personnel may be paged.
- 2.12.8 In the case of a dispute between Customer and Carrier for service furnished to Customer which cannot be settled with mutual satisfaction, Customer may request, and Carrier will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
- 2.12.9 A fee of \$20.00 will be charged whenever a check or draft presented by Customer for payment for service is not accepted by the institution on which it is written.
- 2.12.10 In the event that any dispute is not resolved to the satisfaction of Customer, Customer may submit the dispute to the Commission for resolution.

2.13 Attorney Fees

In the event that Carrier is required to initiate legal proceedings to collect any amounts due to Carrier, or to enforce any judgment obtained against Customer, or for the enforcement of any provision of this Tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Carrier for all reasonable costs incurred by Carrier in such proceedings and enforcement actions, including reasonable attorney' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to Carrier, will be determined by the court based upon the reasonable costs actually incurred by Carrier.

2.14 Severability

Should any provision or portion of this Tariff or Customer's Customer Service Agreement be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff or Customer's Customer Service Agreement, as applicable, will remain in full force and effect.

2.15 Transfers and Assignments

Except as expressly provided herein or in Customer's Customer Service Agreement, Customer may not assign or transfer its rights or duties in connection with the services provided by Carrier without the written consent of Carrier.

2.16 Governing Law

This Tariff shall be interpreted and governed by the laws of the State of Georgia without regard for its choice of law provisions.

2.17 Notices and Communications

- 2.17.1 Customer shall designate on the Service Order an address to which Carrier shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which Carrier's bills for service shall be mailed.
- 2.17.2 Carrier shall designate on the Service Order an address, which is currently Digital Agent, LLC, Suite 100, 1000 Circle 75 Parkway, Atlanta, Georgia 30339, to which Customer shall mail or deliver all notices and other communications, except that Carrier may designate a separate address on each invoice for service to which Customer shall mail payment of that invoice. Customers may also reach Carrier through its customer service telephone number, 678-444-3007.
- 2.17.3 All notices and other communications required to be given pursuant to this Tariff will be in writing. Notices and other communications of either party, and all invoices mailed by Carrier, shall be presumed to have been delivered to the other party on the third business day following the placement of the notice, communications or invoice with the U.S. mail, or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.17.4 Carrier or Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.18 Taxes and Surcharges

2.18.1 Generally

- A. Carrier will bill any and all amounts to Customers which may be assessed on Carrier as an assessment, franchise fee, privilege, license, occupation, excise or other similar tax or fees which may be imposed upon it by its underlying carrier or upon telecommunications carriers generally and passed on to Carrier or which is otherwise applicable to Carriers furnishing telecommunications services to end users.
- B. The amount of any such charge which may be billed to each Customer will be determined on a pro rata basis as determined by the relationship between the telecommunications service provided to and billed to Customer's service location and the amount of the tax or fee imposed or passed on to Carrier as a result of its providing that telecommunications service.
- C. All such taxes and surcharges will be listed as separate line items on Customer's bill and are not included in the quoted rates.

2.18.2 Other Taxes and Surcharges

Carrier will bill Customer, and Customer is responsible for, any other taxes, surcharges, fees or assessments (excluding taxes on Carrier's earnings and net income) imposed on or based upon the provision, sale or use of Carrier's services.

DIGITAL AGENT, LLC
ISSUED: November 27, 2002
BY: Vice President, Operations
Atlanta, Georgia

**INTRASTATE INTEREXCHANGE
TARIFF
Georgia PSC No. 2**

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DIGITAL AGENT, LLC
ISSUED: November 27, 2002
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Atlanta, Georgia

**INTRASTATE INTEREXCHANGE
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DIGITAL AGENT, LLC
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SECTION 3 – DESCRIPTION OF SERVICES

3.1 Long Distance Services

3.1.1 General

- A. Long Distance Services are a general offering of voice and data telecommunications capabilities and may be customized to meet specific Customer requirements. Services can be designed by Carrier based on Customer-specific information, *e.g.* calling patterns and traffic volumes, jointly developed by Carrier and Customer. Services are provided from presubscribed, dedicated or shared use access lines, consistent with Customer-specific information and objectives. Carrier retains the right to use either switched or dedicated facilities to provide service. Long Distance Services may be available for multi-year service periods and may be subject to a minimum monthly charge. Rates for service may be stabilized and can be distance-sensitive or postalized, sensitive to time-of-day, or otherwise developed to suit Customer's needs as may be specified in each service option. Long Distance Services will support Customer-specific seven and ten digit dialing plans.
- B. Rates, terms and conditions set forth in this Tariff apply to Long Distance Services offered by Carrier for the completion of calls between points within the State of Georgia. Rates, terms and conditions applicable to interstate and international Long Distance Services offered by Carrier are not set forth in this Tariff but may be found on Carrier's web site.
- C. Customer can expect a call completion rate of not less than 90% during peak use periods for all intrastate Long Distance Services.

3.1.2 Classes of Service

- A. Dial Station-to-Station
Dial Station-to-Station rates apply only to sent-paid, station-to-station dial-type telephone communications. Dial-type telephone communication denotes a call dialed and completed by Customer from a telephone without the assistance of an operator and the call is not billed to a number other than the originating number. The services of an operator will not be used in connection with completing a call or in furnishing any information or assistance relating to billing or charges for such call.
- B. Reserved for Future Use

3.1 Long Distance Services (cont.)

3.1.3 Rate Determination

A. General

The rate for a long distance call which is charged on a per minute basis may be determined by:

1. the locations of the originating station and the terminating station;
2. minutes of use;
3. length of the contract agreed to by Customer; and
4. the minimum dollar commitment for which Customer has agreed.

The specific factors which underlie the application of a rate to a given call are set forth in the rate section applicable to that type of call.

B. Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following terms apply:

1. Calls are measured in durational increments identified for each service. Any portion of an applicable increment, after the appropriate minimum increment time for the call, will be rounded upward to the next increment. Calls less than the minimum increment will be rounded up to the minimum.
2. Timing on completed calls begins when the call is answered by the called party (*i.e.*, when any two-way communication, often referred to as "conversation time" is possible). Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s) or by software utilizing audio tone detection. When software supervision is employed, up to sixty (60) seconds of ringing is allowed before the time is billed as usage of Carrier's network.
3. Timing terminates on all calls when the calling party hangs up or Carrier's network receives an off-hook signal from the terminating carrier, thereby releasing the network connection.
4. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
5. All times refer to local time.

C. Charges Based on Distance

Reserved for Future Use

3.1 Long Distance Services (cont.)

3.1.4 Long Distance Message Telecommunications Service ("MTS")

- A. Long Distance MTS enables an end user to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points within the State of Georgia that are outside the local calling area in which the end user is located.
- B. Long Distance MTS calls will be billed in 6 second increments with an initial billing period of 18 seconds.
- C. The service is offered in two variations depending upon the method Customer employs to gain access to Carrier's network for use of the service:
 - 1. Switched Long Distance MTS Service is a usage-based, direct-dialed interexchange service which utilizes switched access facilities on the originating end of each call.
 - 2. Dedicated Long Distance MTS Service is a usage-based, direct-dialed interexchange service which utilizes dedicated access facilities on the originating end of each call. Dedicated access facilities connect Customer's trunk-compatible PBX or other suitable equipment to Carrier's or another telecommunications carrier's tandem. Customer shall be responsible for all costs and charges associated with the dedicated access facilities.
- D. Volume discounts and term commitments may be available from time to time on an Individual Case Basis.

3.1 Long Distance Services (cont.)

3.1.5 Long Distance Toll Free Service (8XX Service)

- A. Long Distance Toll-Free Service is an inbound communications service which permits calls to be completed at Customer's location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (*e.g.*, 8XX+NXX-XXXX) which will terminate at Customer's location. Calls may originate from any location within the State of Georgia and terminate at Customer's location.
- B. Long Distance Toll-Free Service will be billed per call based on the duration of the call. Each call will be billed in 6 second increments with an initial billing period of 18 seconds.
- C. Long Distance Toll-Free Service is offered in two variations depending upon the method Customer employs to access Carrier's network for use of the service:
 1. Switched Long Distance Toll Free Service calls are originated via normal shared use facilities and are terminated via Customer's local exchange access line. Switched Toll-Free Service provides Toll-Free calls to terminating points which utilize switched access facilities on the terminating end of each call. Charges for the Toll-Free calls are billed to the terminating party where the terminating party has subscribed to Carrier's switched access facilities for 800, 888, 877, 900 or other toll-free services, rather than billed to the caller.
 2. Dedicated Long Distance Toll-Free Service (inbound '800\888') calls are originated via normal shared use facilities and are terminated utilizing dedicated access facilities on the terminating end of each call. Charges for the '800/888' calls are billed to Carrier's Customer rather than to the originating caller. Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

3.1 Long Distance Services (cont.)

3.1.6 Optional Features

A. Toll Free Call Blocking by Area Code or NXX

At Customer's request, a Toll Free number can be blocked from access by area code or NXX parameters. Standard setup of Toll Free numbers is to allow calling access from all area codes and NXXs within the State of Georgia.

B. Toll Free Real Time Automatic Number Identification (ANI)

This feature provides Customers with dedicated T1 trunks real time ANI information with each Toll Free call received. ANI is provisioned by delivering the outpulsed digits of the originating number.

C. Toll Free Dialed Number Identification Service (DNIS)

This feature provides Customer with the dialed number identification, or dummy number, of each Toll Free call received.

D. Toll Free Time of Day / Day of Week Routing

At Customer's request, a Toll-Free number can be routed differently based on time of day, or day of week parameters. This feature allows for a Toll-Free number to be routed to multiple locations based on the pre-set pattern.

E. Verified Account Codes

Authorization codes may be used by Customer to restrict or monitor long distance usage. Upon Customer's request, 1+ dialing is limited to callers with authorized access. The caller dials the 1+ number, is prompted for the code, and then connects to the dialed party. This feature is only utilized at Customer's request.

F. Calling Card Services

Carrier offers Calling Card Services to Customers who subscribe to Carrier's Long Distance Service calling plan. Customers using Carrier's calling card service access the service by dialing a 1-800 number followed by an account identification number and the number being called. This service permits Customers utilizing Carrier's calling card to make calls at a single per minute rate. Calls are billed in one (1) minute increments after the initial minimum period of one (1) minute. There are no nonrecurring or monthly recurring charges. No calling card surcharge applies.

3.2 Individual Case Basis (“ICB”) Arrangements

For special situations, rates for specialized services will be determined on an Individual Case Basis (ICB) and specified by contract between Carrier and the Customer. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. All ICB arrangements will be filed with the Georgia Public Service Commission upon request.

3.3 Promotional Offerings

Carrier, from time to time, may make promotional offerings of its services in accordance with Commission requirements for promotional offerings. These offerings may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Carrier shall disclose the promotion and post-promotion price to Customer at the time of offering the promotional price and service. Carrier shall notify each participating Customer when the promotional offer expires, and will limit promotions to a duration of no longer than six months (out of each twelve month period). All Customers shall be eligible for promotions where facilities and invoicing capabilities permit.

3.4 Trial Service Offerings (“TSO”)

In the normal course of business Carrier, at its discretion, may elect to offer services to Customer on a trial basis. In order to conduct such trials, Carrier will file with the Commission, on at least the minimum notice required by the Commission relative to such service, a Trial Service Offering (TSO) Supplement. The TSO Supplement will contain a brief description of the trial service, features, special agreements, applicable rates and regulations. In addition, the Supplement will include specific information as to the availability and estimated duration of the TSO. The filing of a TSO Supplement does not obligate Carrier to continue the trial service beyond the stated trial period or to offer said service as a general tariffed offering in the future. Services provided hereunder are subject to all other applicable provisions in the tariffs of Carrier lawfully on file with the Commission. However, the TSO rates and charges will supersede applicable general tariff rates and charges for the duration of the trial period.

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SECTION 4 – RATES AND CHARGES

4.1 Application of Rates and Charges

4.1.1 Standard Rates and Charges

Where this Tariff provides for a Standard Rate or Charge for a service, such Standard Rate or Charge shall apply to Customer's use of such service regardless of the terms of Customer's Customer Service Agreement, if any, unless the service is provided as part of an Individual Case Basis arrangement pursuant to Section 3.2, in which case the rate or charge applicable to Customer's use of such service shall be the rate or charge specified in such ICB arrangement.

4.1.2 Minimum and Maximum Rates and Charges

Where this Tariff provides for a Minimum Rate or Charge and a Maximum Rate or Charge for a service, the rate or charge applicable to Customer's use of such service shall be the rate or charge specified for such service in Customer's Customer Service Agreement, if any; provided, however:

- A. If the rate or charge specified for a service in Customer's Customer Service Agreement is less than the Minimum Rate or Charge provided for such service in this Tariff, then the rate or charge applicable to Customer's use of such service shall be the Minimum Rate or Charge provided for such service in this Tariff, unless the service is provided as part of an Individual Case Basis arrangement pursuant to Section 3.2, in which case the rate or charge applicable to Customer's use of such service shall be the rate or charge specified in such ICB arrangement;
- B. If the rate or charge specified for a service in Customer's Customer Service Agreement is greater than the Maximum Rate or Charge provided for such service in this Tariff, then the rate or charge applicable to Customer's use of such service shall be the Maximum Rate or Charge provided for such service in this Tariff, unless the service is provided as part of an Individual Case Basis arrangement pursuant to Section 3.2, in which case the rate or charge applicable to Customer's use of such service shall be the rate or charge specified in such ICB arrangement;
- C. If no rate or charge is specified for a service in Customer's Customer Service Agreement and no Standard Rate or Charge is provided in this Tariff for such service, then the rate or charge applicable to Customer's use of such service shall be the Maximum Rate or Charge provided for such service in this Tariff; and
- D. If Carrier provides a service to Customer in the absence of a Customer Service Agreement and no Standard Rate or Charge is provided in this Tariff for such service, then the rate or charge applicable to Customer's use of such service shall be the Maximum Rate or Charge provided for such service in this Tariff.

4.2 Long Distance Service Rates and Charges

4.2.1 Long Distance Message Telecommunications Service ("MTS")

A. Switched

1. Per minute of Use

- | | |
|------------------|--------|
| (a) Minimum Rate | \$0.01 |
| (b) Maximum Rate | \$5.00 |

B. Dedicated

1. Per minute of Use

- | | |
|------------------|--------|
| (a) Minimum Rate | \$0.01 |
| (b) Maximum Rate | \$5.00 |

4.2 Long Distance Service Rates and Charges (cont.)

4.2.2 Long Distance Toll Free Service

A. Switched

1. Per minute of Use

(a) Minimum Rate \$0.01

(b) Maximum Rate \$5.00

B. Dedicated

1. Per minute of Use

(a) Minimum Rate \$0.01

(b) Maximum Rate \$5.00

4.2 Long Distance Service Rates and Charges (cont.)

4.2.3 Optional Features

- A. Toll Free Call Blocking by Area Code
 - 1. Nonrecurring Charge
 - (a) Per change
 - I. Minimum Charge \$10.00
 - II. Maximum Charge \$500.00
 - 2. Monthly Recurring Rate
 - (a) Minimum Rate \$0.00
 - (b) Maximum Rate \$10.00
- B. Toll Free Automatic Number Identification ("ANI")
 - 1. Nonrecurring Charge
 - (a) Minimum Charge \$20.00
 - (b) Maximum Charge \$500.00
 - 2. Monthly Recurring Rate
 - (a) Minimum Rate \$10.00
 - (b) Maximum Rate \$200.00
- C. Toll Free Dialed Number Identification Service ("DNIS")
 - 1. Nonrecurring Charge
 - (a) Minimum Charge \$15.00
 - (b) Maximum Charge \$150.00
 - 2. Monthly Recurring Rate
 - (a) Minimum Rate \$5.00
 - (b) Maximum Rate \$75.00

4.2 Long Distance Service Rates and Charges (cont.)

4.2.3 Optional Features (cont.)

- D. Toll Free Time of Day/Day of Week Routing
 - 1. Nonrecurring Charge
 - (a) Per change
 - I. Minimum Charge \$10.00
 - II. Maximum Charge \$500.00
 - 2. Monthly Recurring Rate
 - (a) Minimum Rate \$3.50
 - (b) Maximum Rate \$100.00
- E. Verified Account Codes
 - 1. 1-499 Codes
 - (a) Nonrecurring Charge
 - I. Minimum Charge \$3.00
 - II. Maximum Charge \$200.00
 - (b) Monthly Recurring Rate
 - I. Minimum Rate \$1.50
 - II. Maximum Rate \$75.00
 - 2. 500 or more Codes ICB
- F. Calling Card Service
 - 1. Per Minute of Use
 - (a) Minimum Rate \$0.02
 - (b) Maximum Rate \$5.00

4.2 Long Distance Service Rates and Charges (cont.)

4.2.3 Optional Features (cont.)

G. Overflow of Switched Traffic to Dedicated Facilities

1. Nonrecurring Charge
 - (a) Minimum Charge \$5.00
 - (b) Maximum Charge \$200.00
2. Per Minute of Use
 - (a) Minimum Rate \$0.01
 - (b) Maximum Rate \$5.00

H. Overflow of Dedicated Traffic to Switched Access Facilities

1. Nonrecurring Charge
 - (a) Minimum Charge \$5.00
 - (b) Maximum Charge \$200.00
2. Per Minute of Use
 - (a) Minimum Rate \$0.01
 - (b) Maximum Rate \$5.00

4.3 Miscellaneous Service Charges

4.3.1 Expedited Facilities Change Charge

- | | |
|-------------------|------------|
| A. Minimum Charge | \$0.00 |
| B. Maximum Charge | \$1,500.00 |

4.3.2 Urgent Change Charge (including weekend & evening work)

- | | |
|-------------------|------------|
| A. Minimum Charge | \$0.00 |
| B. Maximum Charge | \$1,000.00 |

4.3.3 Administrative Change Charge

- | | |
|-------------------|----------|
| A. Minimum Charge | \$0.00 |
| B. Maximum Charge | \$200.00 |

4.3.4 Premises Visit Charge

- A. Per hour, for each employee of Carrier or of Carrier's contractor or agent, if Interruption is caused or service is required by facilities or equipment not provided by Carrier:
- | | |
|-------------------|----------|
| 1. Minimum Charge | \$0.00 |
| 2. Maximum Charge | \$200.00 |

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SECTION 5 – REGULATORY COMPLIANCE

5.1 County Wide Calling

Pursuant to OCGA § 46-2-25.1, all calls originating and terminating within the same county are toll-free.

5.2 0-16 Mile Band Restriction

Pursuant to OCGA § 46-2-25.2, all calls originating and terminating between central offices that are within 16 miles of each other are toll-free.

5.3 0-22 Mile Band Restriction

Pursuant to OCGA § 46-2-25.3, selected routes originating and terminating between central offices that are within 22 miles of each other are toll-free.

5.4 UAF Compliance

Carrier will comply with, and will cause its Customers to comply with, the Commission's Universal Access Fund requirement as set forth at OCGA § 46-5-167.