

**Local Exchange Services Tariff**

**NUI Telecom, Inc.**

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO LOCAL EXCHANGE SERVICE  
WITHIN THE STATE OF TENNESSEE

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

CHECK SHEET

All pages of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

<u>Page</u>	<u>Revision</u>
Title	Original
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

Local Exchange Services Tariff

CHECK SHEET (CONTD.)

<u>Page</u>	<u>Revision</u>
26	Original
27	Original
28	Original
29	Original
30	Original
31	Original
32	Original
33	Original
34	Original
35	Original
36	Original
37	Original
38	Original
39	Original
40	Original
41	Original
42	Original
43	Original
44	Original
45	Original
46	Original
47	Original
48	Original
49	Original
50	Original
51	Original
52	Original
53	Original
54	Original

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

TABLE OF CONTENTS

CHECK SHEET	1	
TABLE OF CONTENTS		3
EXPLANATION OF SYMBOLS		5
APPLICATION OF TARIFF		6
1. DEFINITIONS		7
2. REGULATIONS		12
2.1 Undertaking of the Company		12
2.1.1 Scope		12
2.1.2 Shortage of Equipment or Facilities		12
2.1.3 Terms and Conditions		13
2.1.4 Liability of the Company		14
2.1.5 Notification of Service- Affecting Activities		18
2.1.6 Provision of Equipment & Facilities		18
2.1.7 Non-routine Installation		19
2.1.8 Ownership of Facilities		20
2.1.9 Telecommunications Service Priority		20
2.2 Prohibited Uses		20
2.3 Obligations of the Customer		21
2.3.1 General		21
2.3.2 Claims		23
2.4 Customer Equipment and Channels		23
2.4.1 General		23
2.4.2 Station Equipment		24
2.4.3 Interconnection of Facilities		24
2.4.4 Inspections	25	
2.5 Payment Arrangements		26
2.5.1 Payment for Service	26	
2.5.2 Billing and Collection of Charges		27
2.5.3 Disputed Bills		27
2.5.4 Advance Payments		28
2.5.5 Deposits		29
2.5.6 Discontinuance of Service		30

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

TABLE OF CONTENTS (Contd.)

	PAGE NO.
2. REGULATIONS(Contd.)	
2.6 Allowances for Interruptions in Service	34
2.6.1 Credit for Interruptions	34
2.6.2 Limitations on Allowances	35
2.6.3 Use of Alternative Service Provided by the Company	36
2.7 Cancellation or Service	36
2.7.1 Cancellation of Application for Service	36
2.7.2 Cancellation of Service by the Customer	37
2.8 Transfers and Assignments	37
2.9 Notices and Communications	37
3. SERVICE DESCRIPTIONS	39
3.1 Timing of Calls	40
3.2 Determining Applicable Rates in Effect for Measured Use Services	40
3.3 Payment of Calls	40
3.4 Restoration of Services	40
3.5 Local Service Area	41
3.6 Product Descriptions	41
4. RATES	46
5. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS	54

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

**EXPLANATION OF SYMBOLS**

The following symbols are used for the purposes indicated below:

- C** - To signify change in Meaning of text
- D** - To signify a decreased rate
- I** - To signify an increased rate
- N** - To signify new material
- T** - To signify text clarification
- M** - To signify relocation of text without change

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange communications services by NUI Telecom, Inc., to Customers within the local exchange service areas defined herein.

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

1. Definitions

Account Codes: Allows a user to allocate local calls to a digital, non-verified account code.

Advance Payment: Payment of all or part of a charge is required before the start of service.

Authority: The Tennessee Regulatory Authority or its successor.

Authorized User: A person firm, corporation or other entity that is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Automatic Call Return: Allows the customer to return a call to the last number received by pressing a preassigned number.

Call Forward Busy: Automatically routes incoming calls to a designated answering point when the called line is busy.

Call Forward No Answer: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

Call Forward Variable: Automatically routes incoming calls to a designated answering point, regardless of whether the users station is idle or busy.

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes On Hook.

Call Park: Allows a User to park a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

Call Pickup: Allows a user to answer incoming calls to another station line within a defined call pickup group. Call Pickup is provided as either Group Call Pickup, where predesignated groups can pick up each others calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number.

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921



**Local Exchange Services Tariff**

1. Definitions (Contd.)

Call Transfer/Consultation/Conference: Provides the capability to transfer or add a third party, using the same line.

Call Waiting: Provides the user with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

Call Waiting Cancel: Allows a user to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.

Calling Number Delivery: Identifies the 10-digit number of the calling party.

Calling Number Delivery Blocking: Blocks the delivery of the number to the called party on a per call basis.

Class of Service (COS): Used to prevent a station from dialing certain codes and numbers.

Company: NUI Telecom, Inc., which is the issuer of this tariff.

Conference Calling: The user can sequentially call additional parties and add them together to create a conference call.

Customer: The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Customer Group Dialing Plan: A dialing scheme shared by the members of a Customer group, such as 4 digit internal dialing.

Dial Pulse (DP): The pulse type employed by rotary dial station sets.

Direct Inward Dialing (DID): A service attribute that routes incoming calls directly to Stations, bypassing a central answering point.

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

1. Definitions (Contd.)

Do Not Disturb: Allows the user to prevent incoming calls from ringing its line by diverting them to a tone or a recorded announcement that informs the caller that the User is not accepting calls at this time.

Dual Tone Multi-Frequency ("DTMF"): The pulse type employed by tone dial station sets.

Exchange Carrier: Any individual, partnership, association, non-stock company, trust governmental entity or corporation engaged in the provision of local exchange telephone service.

Individual Case Basis (ICB): A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Joint User: A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charge for such facilities is billed under a joint use arrangement.

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.82-0192 for the provision and administration of communications services.

Least Idle Trunk Selection (LIDL): LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

Local Calling: A completed call or telephonic communication between a calling station and any other station within the local service area of the calling Station.

Local Exchange Carrier: A company which furnishes exchange telephone service.

Mbps: Megabits, or millions of Bits, per second.

Message Toll Service: Provides the customer with the ability to originate a call between points within a Local Access and Transport Area.

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

1. Definitions (Contd.)

Message Waiting: This feature provides an indication to a station user that a message is waiting. Indications may be visual (lamp) or audible (stuttered dial tone).

Most Idle Trunk Selection (MIDL): MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

Multiple Appearance Directory Numbers: A directory number that is assigned more than once to one or more Proprietary Business Sets.

Multi-Frequency ("M F"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBXI key systems.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the service order is executed.

Off-Hook: The term "off-hook" denotes the active condition of a telephone exchange service line.

On-Hook: The term "on-hook" denotes the idle condition of a telephone exchange service line.

Presubscription: Presubscription is an arrangement whereby an end user may select and then designate to a Local Exchange Company an interexchange carrier (IC) to access, without an access code, for interLATA calls. This IC is referred to as the end user's predesignated IC.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

1. Definitions (Contd.)

Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff<sup>1</sup> but the duration of the service is calculated from the Service Commencement Date.

Services: The Company's telecommunications services offered on the Company's network.

Station: Telephone equipment from or to which calls are placed.

Three-Way Calling: This feature allows the customer to add another person to an existing conversation and have a three-party conference call.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User: A Customer or any other person authorized by the Customer to use service provided under this tariff.

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

2. Regulations

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Tennessee under the terms of this tariff.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

2.1.2.1 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

2 Regulations (Contd.)

2.1 Undertaking of the Company (Contd.)

2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and will continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff will be based on calendar days, unless otherwise specified herein.

2.1.3.2 Customers may be required to enter into written Service Orders which will contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.

2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service will continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination will not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order will survive such termination.

2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Tennessee without regard of the State's choice of laws provision.

2.1.3.5 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

2. Regulations (Contd.)

2.1 Undertaking of the Company (Contd.)

2.1.3 Terms and Conditions (Contd.)

2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions 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 equipment pursuant to section 2.1.3.8 below.

2.1.3.8 The Customer agrees to return all Company-provided equipment within five (5) days of termination of the service for which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2.1.4 Liability of the Company

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

2 Regulations (Contd.)

2.1 Undertaking of the Company (Contd.)

2.1.4 Liability of the Company (Contd.)

2.1.4.1 The liability of the Company for damages arising out of the furnishing of these services<sup>1</sup> including but not limited to mistakes omissions, interruptions<sup>1</sup> delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, will be limited to the extension of allowances for interruption. The extension of such allowances for interruption will be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company.

2.1.4.2 The Company will not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.

2.1.4.3 The Company will not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.

2.1.4.4 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers, facilities or equipment used for or with the services the Company offers.

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921



**Local Exchange Services Tariff**

2. Regulations (Contd.)

2.1 Undertaking of the Company (Contd.)

2.1.4 Liability of the Company

2.1.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.

2.1.4.6 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company nor shall the Company be liable for the performance of said vendor(s)' equipment.

2.1.4.7 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided.

2.1.4.8 The Company is not liable for any defacement of or damage to the premises of a Customer (or authorized or joint user) resulting from the furnishings of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

2. Regulations (Contd.)

2.1 Undertaking of the Company (Contd.)

2.1.4 Liability of the Company (Contd.)

2.1.4.9 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining the necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

2.1.4.10 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.

2.1.4.11 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with the Company's service.

2.1.4.12 The Company shall not incur any liability, direct or indirect to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1."

2.1.4.13 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**2. Regulations (Contd.)2.1 Undertaking of the Company (Contd.)2.1.5 Notification of Service-Affecting Activities

The Company will provide the 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 facility additions, removals or rearrangements and routine preventive 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. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

2.1.6.1 The Company shall use reasonable efforts to make 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.

2.1.6.2 The Company shall use reasonable efforts to maintain facilities that it furnishes 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 installed by the Company, except upon the written consent of the Company.

2.1.6.3 Equipment installed at the customer premises shall not be used for any purpose other than that for which the Company provided it.

**Issued:** January 29, 2003**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**2. Regulations (Contd.)2.1 Undertaking of the Company (Contd.)2.1.6 Provision of Equipment and Facilities (Contd.)

2.1.6.4 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 facilities furnished pursuant to this tariff, the responsibility of the company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in such transmission; or
- (b) the reception of signals by Customer-provided equipment; or
- (C) network control signaling, where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 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 accordance with the provisions of 2.3.1(e). In such cases, charges based on cost of the actual 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 may apply.

**Issued:** January 29, 2003**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

2. Regulations (Contd.)

2.1 Undertaking of the Company (Contd.)

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains with the underlying facilities provider.

2.1.9 Telecommunications Service Priority

The Telecommunications Service Priority System is the regulatory, administrative and operational system authorizing and providing for priority treatment, to provide and restore National Security Emergency Preparedness Telecommunications service. Under the rules of the Telecommunications Service Priority System, The Local Exchange Company is authorized and required to provide and restore services with Telecommunications Service Priority assignments before services without such assignments. The provision and restoration of Telecommunications Service Priority System services will be in compliance with Part 64, Appendix A, of the Federal Communications Commission's Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook.

2.2 Prohibited Uses

2.2.1 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.

2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

2. Regulations (Contd.)

2.3 Obligations of the Customer

2.3.1 General

The Customer will be responsible for:

- (a) the payment of all applicable charges, either non-recurring, recurring, CS, or other charges, pursuant to this tariff;
- (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer: or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer will be subrogated to the Company's right of recovery of damages to the extent of such payment:
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air-conditioning necessary to maintain the proper operating environment on such premises;
- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, will be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**2. Regulations (Contd.)2.3 Obligations of the Customer (Contd.)2.3.1 General (Contd.)

- (e) 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 will be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees 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 (e.g., friable asbestos) prior to any construction or installation work;
- (f) 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(d) above; and 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;
- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (h) 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.

**Issued:** January 29, 2003**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

2, Regulations (Contd.)

2.3 Obligations of the Customer (Contd.)

2.3.2 Claims

With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) 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, any employee or invitee of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (b) 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 limitation, use of the Company's services and facilities in a name not contemplated by the agreement between the Customer and the Company.

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities provided by the Company's underlying carrier.

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921



**Local Exchange Services Tariff**2. Regulations (Contd.)2.4 Customer Equipment and Channels (Contd.)2.4.2 Station Equipment (Contd.)

2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment will 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 Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein will be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During a period of such temporary discontinuance, a credit allowance for service interruption, as set forth in Section 2.6 following is not applicable.

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company's equipment or facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

**Issued:** January 29, 2003**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

2. Regulations (Contd.)

2.4 Customer Equipment and Channels (Contd.)

2.4.3 Interconnection of Facilities (Contd.)

2.4.3.2 Local Service may be connected to the services or facilities other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

2.4.4 Inspections

2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections 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, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2.4.4.2 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 days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**2. Regulations (Contd.)2.5 Payment Arrangements2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 30 days after a statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which any Company charge is applicable, those charges may be passed on to the Customer.

2.5.1.1 Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, user fees, or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Services, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.5.1.2 A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipt tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state. This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and for payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

**Issued:** January 29, 2003**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

2. Regulations (Contd.)

2.5 Payment Arrangements (Contd.)

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable upon receipt.

2.5.2.2 The Company shall present bills for all charges monthly in arrears to the Customer. The Company reserves the right to bill any charges in advance at its discretion.

2.5.2.3 The company shall present bills for Recurring Charges and usage charges monthly to the Customer in arrears. The company reserves the right to bill Recurring Charges in advance based upon its evaluation of the Customers credit worthiness and payment history.

2.5.2.4 Amounts not paid within 30 days after the date of invoice are considered past due. A late payment fee of 1.5% per month may be applied.

2.5.2.5 A \$20.00 charge will be assessed for checks with insufficient funds or nonexistent accounts.

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 30 days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Tennessee Regulatory Authority or its successor in accordance with the TRA's rules of procedure.

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

2. Regulations (Contd.)

2.5 Payment Arrangements (Contd.)

2.5.3 Disputed Bills (Contd.)

2.5.3.1 The date of the dispute shall be the date on which the Company receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and three months' charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit.

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

2. Regulations (Contd.)

2.5 Payment Arrangements (Contd.)

2.5.5 Deposits

2.5.5.1 Applicants for service or existing Customer's whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- (a) two months' charges for a service or facility which has a minimum payment period of one month; or
- (b) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

2.5.5.2 A deposit may be required in addition to an advance payment.

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

2. Regulations (Contd.)

2.5 Payment Arrangements (Contd.)

2.5.5 Deposits (Contd.)

2.5.5.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

2.5.5.4 Deposits held will accrue interest at the rate of 6% per year.

2.5.6 Discontinuance of Service

2.5.6.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer in accordance with Tennessee Administrative Code, discontinue or suspend service without incurring any liability.

2.5.6.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

2.5.6.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

2. Regulations (Contd.)

2.5 Payment Arrangements (Contd.)

2.5.6 Discontinuance of Service (Contd.)

2.5.6.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the customer, immediately discontinue or suspend service without incurring any liability.

2.5.6.5 Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

2.5.6.6 The Company may discontinue the furnishings of any and/or all service(s) to a Customer, without incurring any liability:

2.5.6.6.1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this subsection 2.5.6.6.1 (a-f) if:

- (a) The Customer refuses to furnish information to the Company regarding the Customer's creditworthiness, its past or current use of common carrier communications services or its planned use of service(s); or

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921



**Local Exchange Services Tariff**

2. Regulations (Contd.)

2.5 Payment Arrangements (Contd.)

2.5.6 Discontinuance of Service (Contd.)

2.5.6.6.1(Contd.)

- (b) The Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
- (c) The Customer has been given ten (10) day written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used; or
- (d) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
  - (d.1) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
  - (d.2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
  - (d.3) Any other fraudulent means or devices; or

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

2 Regulation (Contd.)

2.5 Payment Arrangements (Contd.)

2.5.6 Discontinuance of Service (Contd.)

2.5.6.6.1 (Contd.)

(e) Use of service in such a manner as to interfere with the service of other users; or

(f) Use of service for unlawful purposes.

2.5.6.6.2 Immediately upon written notice to the Customer of any sum thirty (30) days past due; or

2.5.6.6.3 Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5; or

2.5.6.6.4 Ten (10) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that (10) day period; or

2.5.6.6.5. Upon five (5) days written notice, excluding Sundays and holidays, for nonpayment of a bill for service.

2.5.6.7 The suspension or discontinuance of service(s) by the Company pursuant too this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**2. Regulation (Contd.)2.5 Payment Arrangements (Contd.)2.5.6 Discontinuance of Service (Contd.)

2.5.6.6 Upon the Company's discontinuance of service to the Customer under Section 2.5.6.1 or 2.5.6.2, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

2.6 Allowances for Interruptions of Service

2.6.1 Credits for Interruptions: when the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the 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.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Basic Access or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

**Issued:** January 29, 2003**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

2. Regulation (Contd.)

2.6 Allowances for Interruptions of Service (Contd.)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
- (b) interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) interruption of service due to circumstances or causes beyond the control of the Company.

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

2. Regulations (Contd.)

2.6 Allowances for Interruptions of Service (Contd.)

2.6.3 Use of Alternative Service Provided by the Company: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted the Customer must pay the tariffed rates and charges for the alternative service used.

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

2.7.1.1 Applications for service cannot be canceled, unless the Company otherwise agrees. where the Company 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.

2.7.1.2 where, prior to cancellation by the Customer. the Company incurs any 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 the Company incurred, less salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.7.1.3 The special charges described in 2.7.1.1. and 2.7.1.2 will be calculated and applied on a case-by-case basis.

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**2. Regulations (Contd.)2.7 Cancellation of Service (Contd.)2.7.2 Cancellation of Service by the Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonably incurred in connection with

- (1) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- (2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (3) all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term.

2.8 Transfer 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 the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

**Issued:** January 29, 2003**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

2. Regulations (Contd.)

2.9 Notices and Communications (Contd.)

- 2.9.2 The Company shall designate on the Service Order and address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill 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.
- 2.9.4 The Company or the 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.

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

**SECTION 3 - SERVICE DESCRIPTION**

**3.1 Timing of Calls**

**3.1.1 When Billing Charges Begin and End For Phone Calls**

The customer's usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when 2 way communication, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

**3.1.2 Billing Increments**

The billing increments for each service is set forth in the individual product rate section.

**3.1.3 Per Call Billing Charges**

Billing will be rounded up to the nearest penny for each call.

**3.1.4 Uncompleted Calls**

There shall be no charge for uncompleted calls.

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921



**Local Exchange Services Tariff**3. Service Description (Contd.)3.2 **Determining Applicable Rate in Effect for Measured Use Services**

For any measured use services, for the initial minute, the rate applicable at the start of chargeable time at the calling station applies. For additional minutes, the rate applicable is that rate which is in effect at the calling station when the additional minute(s) begin. That is, if chargeable time begins during the Day Period, the Day Rate applies to the initial minute and to any additional minutes that the call continues during the rate period. If the call continues into a different rate period, the appropriate rates from that period apply to any additional minutes occurring in that rate period. If an additional minute is split between two rate periods, the rate period applicable at the start of the minute applies to the entire minute.

3.3 **Payment of Calls**3.3.1 **Late Payment Charges**

Interest charges of 1.5% per month will be assessed on all unpaid balances more than thirty days old.

3.3.2 **Return Check Charges**

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds if the face value does not exceed \$50.00, \$30.00 if the face value does exceed \$50.00 but does not exceed \$300.00, \$40.00 if the face value exceeds \$300.00 or 5% of the value of the check, which ever is greater.

3.4 **Restoration of Service**

A reconnection fee of \$25.00 per occurrence is charged when service is re-established for customers who had been disconnected for non-payment.

**Issued:** January 29, 2003**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

3. Service Description (Contd.)

3.5 **Local Service Areas**

The Company will provide Local Exchange Service in the entire State of Tennessee. The 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.

3.6 **Product Descriptions**

**3.6.1 Local Line - Residence:**

Local Line - Residence provides the Customer with a single, voice-grade, DTMF communications channel. Each Local Line will include a telephone number, as well as access to the service.

Residence Service is that service furnished in private homes or apartments, including all parts of the subscriber's domestic establishment, for domestic use and not for substantial occupational use; in the study of a clergyman located in a church, in a college fraternity or sorority house, college dormitories, convents and monasteries for domestic rather than occupational use in residential quarters.

**3.6.2 Business Services**

Business Services are offered for local calling using the facilities of the Company and/or those of other authorized Local Exchange Carriers. Business Services are offered primarily to the following:

1. Offices, stores, factories, mines and all other places of a strictly business nature;
2. Offices of hotels, boarding houses, apartment houses, colleges, quarters occupied by clubs and fraternal societies, public, private or parochial schools, hospitals, nursing homes, libraries, churches, and other institutions; and
3. Services terminating solely on the secretarial facilities of a telephone answering bureau.

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**3. Service Description (Contd.)3.6 **Product Descriptions, cont.**3.6.2 **Business Services, cont.**3.6.2.A **Business Exchange Line Service**

Business Exchange Line Service provides a facility from a Customer's location to the Company's Central Office and gives the Customer the ability to complete local and long distance calls. This service provides Customer with unlimited local calling, including rotary/hunting service, at a flat monthly rate. Special rates are offered to customers who purchase this service in conjunction with the Company's Business long distance products. Options available with Business Exchange Line Service include Call Waiting, Call Forwarding, Three-way Calling and Speed Dialing, as well as Class Features. Installation charges apply.

3.6.2.B **Private Branch Exchange (PBX) Service**

The Company's PBX Service uses PBX Trunks to connect a customer PBX system or other similar equipment to the Company's Central Office. Standard configurations include Local CO Trunks, Direct Inward Dialing (DID), Direct Outward Dialing (DOD) and Combination Trunks. This service provides Customers with unlimited local calling, rotary/hunting service and Carrier Access. The Company treats these trunks similar to individual exchange lines and supports multi-line hunting over a group of trunks. Service is billed based on monthly usage, together with monthly recurring charges. Special rates are offered to customers who purchase this service in conjunction with the Company's long distance products. Installation charges also apply.

**Issued:** January 29, 2003**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**3. Service Description (Contd.)3.6 **Product Descriptions, cont.****3.6.2 Business Services, cont.****3.6.2.C Optional Business Features****3.6.2.C.1 Direct Inward Dial (DID) Service**

DID Service is an optional feature which can be purchased in conjunction with Company-provided PBX Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID number blocks apply in addition to charges specified for PBX Trunks. One additive charge applies for each DIDH equipped PBX Trunk or channel. Customer is required to purchase at least one DID number block for each DID equipped trunk or trunk group, or DID-equipped channel or group. The Company reserves the right to limit the amount of DID numbers constituting a block of telephone numbers in a group. Blocks of number groups will be determined at the sole discretion of the Company's resources. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine efficient telephone number utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

The Customer has no property rights to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such numbers, or both; assigned to the Customer, whenever the company deems it necessary to do so in the conduct of its business.

**Issued:** January 29, 2003**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

3. Service Description (Contd.)

3.6 **Product Descriptions, cont.**

**3.6.3 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 Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at an additional charge.

**3.6.4 Directory Assistance**

Customers and users of the Company's services (excluding Toll Free services) may obtain directory' assistance in determining telephone numbers within the state by calling the Directory Assistance operator. Directory Assistance is provided at the per call charge specified in Section 4 of this tariff.

A credit will be given for calls to Directory Assistance when;

1. The Customer experiences poor transmission or is cut-off during the call,
2. The Customer is given an incorrect telephone number, or
3. The Customer inadvertently misdials an incorrect Directory Assistance NPA.

To receive a credit, the customer must notify the Company Business Office of the problem experienced.

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

3. Service Description (Contd.)

3.6 **Product Descriptions, cont.**

**3.6.5 Extended and Expanded Area Calling Services**

Extended and Expanded Area Calling Service allows the Customer to make calls to specific NXX codes within designated exchanges outside the Customer's Local Calling area without paying intraLATA toll rates. The Customer is billed per call according to the duration of the call. The Company will mirror all existing extended and expanded calling areas the ILEC currently has in place for facilities-based or resold services.

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

**SECTION 4 - RATES**

**4.1 Residential Local Exchange Service Rates**

4.1.1 Line Cost, Connections and Features

4.1.1.A Monthly Recurring Charge Flat Rate Service

<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>	<u>Group 5</u>
\$7.55	\$8.50	\$9.05	\$11.85	\$12.15

4.1.1B Monthly Recurring Charge Measured Service

<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>	<u>Group 5</u>
\$5.30	\$5.95	\$6.35	8.30	\$8.50

4.1.1C Optional Features

Call Forwarding	\$2.75
Call Forward Busy Line	\$1.00
Call Forward Don't Answer	\$1.00
Call Waiting	\$3.00
Call Return	\$4.00
Caller ID with Number Delivery	\$6.00
Caller ID with Name and Number Delivery	\$7.50
Speed Dialing 8	\$2.20
Three Way Calling	\$2.75
Verification Request	\$0.95
Emergency Interrupt Request	\$1.40

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

SECTION 4 – RATE SCHEDULES (continued)

4.1 Residential Local Exchange Service Rates (continued)

4.1.2 Subscriber Line Charge

Single Line	\$3.50
Multi Line	\$7.90/Line

4.1.3 Line Connection Charge

First Line	\$41.50
Additional Line	\$18.00

4.1.4 Line Change Charge

First Line	\$28.00
Additional Line	15.00

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921



**Local Exchange Services Tariff**

SECTION 4 – RATE SCHEDULES (continued)

4.2 **Business Local Exchange Service Rates**

4.2.1 Line Cost, Connections and Features

4.2.1A Monthly Recurring Charge Flat Rate Service

<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>	<u>Group 5</u>
\$27.05	\$30.80	\$32.75	\$39.05	\$39.70

4.2.1B Monthly Recurring Charge Measured Rate Service

<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>	<u>Group 5</u>
\$18.95	\$21.55	\$22.95	\$27.35	\$27.80

4.2.1C Business Plus Service

Option 1(each line)	\$61.00
Option 2(each line)	\$44.70

4.2.1D Complete Choice for Business

Each 1 Line Package	\$62.00
Each 2 Line Package	\$114.00
Each 3 Line Package	\$203.00

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

SECTION 4 – RATE SCHEDULES (continued)

4.2 Business Local Exchange Service Rates (continued)

4.2.1E Optional Features

Hunting Roll Over	\$10.00
Remote Call Forwarding	\$16.00
Call Forward Busy Line	\$3.25
Call Forward Don't Answer	\$3.25
Call Waiting	\$3.90
Caller ID Number Delivery	\$7.50
Enhanced Caller ID with (ACR)	\$15.99
Enhanced Caller ID w/o(ACR)	\$9.99
Anonymous Call Rejection	\$3.50
Call Return	\$4.50
Repeat Dialing	\$4.50
Call Trace	\$5.00
Call Selector	\$3.50
Verification Request	\$0.95
Emergency Interrupt Request	\$1.40

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

SECTION 4 – RATE SCHEDULES (continued)

4.2 Business Local Exchange Service Rates (continued)

4.2.2 DID Service

Group of 20 Working #'s	\$3.40
Group of 20 Reserved #'s	\$3.40
Trunk Termination (each inward only trunk)	\$20.00
Combination Trunk with call transfer (each)	\$45.00
Multi Frequency Pulsed Option (each)	\$7.50
DTMF (each trunk)	\$7.50
Automatic Intercept Service	-

4.2.3 Subscriber Line Charge

Single Line	\$3.50
Multi Line	\$7.90/Line

4.2.4 Line Connection Charges

First Line	\$58.50
Additional Line	\$31.00

4.2.5 Line Change Charge

First Line	\$47.00
Additional Line	\$15.00

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

SECTION 4 – RATE SCHEDULES (continued)

4.3 ISDN Services

4.3.1 Basic Rate Service

4.3.1A Interoffice Circuit		<u>Month</u>	<u>24-59</u>	<u>60-120</u>
	<u>Installation</u>	<u>to Month</u>	<u>Months</u>	<u>Months</u>
Per DSL Circuit				
1st Mile	\$240.00	\$115.00	\$105.00	\$95.00
Ea. Add. Mile	\$ -	\$0.45	\$0.40	\$0.35

4.3.1.B Interface

1. Basic Rate DSL Access Arrangement/Business Service

	<u>Installation</u>	<u>Month</u>	<u>24-59</u>	<u>60-120</u>
		<u>to Month</u>	<u>Months</u>	<u>Months</u>
ISDN Access	\$130.00	\$55.00	\$55.00	\$55.00
ISDN Access for use with high speed packet	\$130.00	\$55.00	\$55.00	\$55.00

a.) Per DSL Option Plan A:

	<u>Installation</u>	<u>Month</u>	<u>24-59</u>	<u>60-120</u>
		<u>to Month</u>	<u>Months</u>	<u>Months</u>
ISDN Access	\$130.00	\$69.95	\$69.95	\$69.95
ISDN Access for use with high speed packet	\$130.00	\$69.95	\$69.95	\$69.95

b.) Per DSL Option Plan :

ISDN Access	\$130.00	\$249.95	\$249.95	\$249.95
ISDN Access for use with high speed packet	\$130.00	\$249.95	\$249.95	\$249.95

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

SECTION 4 – RATE SCHEDULES (continued)

4.3 ISDN Services (continued)  
4.3.1.B Interface (continued)

2. Channels Activated

B Channel (Maximum of 2) Circuit  
Switched Voice/Data, Each:

	<u>Month to Month</u>	<u>24-59 Months</u>	<u>60-120 Months</u>
Flat Rate	\$16.25	\$13.25	\$11.25
Usage Option Plan A	\$-	\$-	\$-
Usage Option Plan B	\$-	\$-	\$-

4.3.2 Primary Rate Service

4.3.2A Primary Rate ISDN Access Line

	<u>Installation</u>	<u>Month to Month</u>	<u>24-59 Months</u>	<u>60-120 Months</u>
Each Access Line\$875.00	\$140.00	\$130.00	\$120.00	

4.3.2B Interoffice Channels

Furnished between central offices. Rates are based on  
the airline distance between central offices.

	<u>Installation</u>	<u>Month to Month</u>	<u>24-59 Months</u>	<u>60-120 Months</u>
Fixed Monthly Rate	\$125.00	\$75.00	\$65.00	\$60.00
Ea. Airline Mile (or fraction thereof)	\$-	\$24.00	\$22.00	\$20.00

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

SECTION 4 – RATE SCHEDULES (continued)

4.3 ISDN Services (continued)

4.3.2C Primary Rate Combination Channels

Interface Each:

	<u>Installation</u>	<u>Month to Month</u>	<u>24-59 Months</u>	<u>60-120 Months</u>
Voice/Data (Standard)	\$110.00	\$400.00	\$375.00	\$340.00
Digital Data Only Option	\$110.00	\$400.00	\$375.00	\$340.00
Inward Data Option	\$110.00	\$400.00	\$375.00	\$340.00

4.3.2D B Channels

Interface Each

	<u>Installation</u>	<u>Month to Month</u>	<u>24-59 Months</u>	<u>60-120 Months</u>
Voice/Data (standard)	\$5.00	\$66.00	\$60.00	\$56.00
Digital Data Only Option	\$5.00	\$26.45	\$23.60	\$22.10

4.4 Local Directory Assistance

\$0.29 per call.

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921

**Local Exchange Services Tariff**

**SECTION 5 - SPECIAL SERVICE ARRANGEMENTS**

**5.1 Individual Case Basis Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. The Company's rates will be offered to the Customer in writing and on a non-discriminatory basis. All such rates will be submitted to the Commission for approval.

**Issued:** January 29, 2003

**Effective:** February 4, 2003

Richard M. Boudria, President  
NUI Telecom, Inc.  
550 Route 202-206  
Bedminster, NJ 07921