

RULES, REGULATIONS, AND  
SCHEDULE OF RATES AND CHARGES  
APPLICABLE TO END USER  
LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES  
FURNISHED BY  
MATRIX TELECOM, INC. D/B/A MATRIX BUSINESS  
TECHNOLOGIES  
WITHIN THE STATE OF GEORGIA

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Issued: September 28, 2006

Effective: October 30, 2006

By:

Scott Klopach,  
Vice President of Regulatory Affairs and General Counsel  
Matrix Telecom, Inc. d/b/a Matrix Business Technologies  
2207 Commerce Street  
Dallas, TX 75201

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**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange communications services by Matrix Telecom, Inc. d/b/a Matrix Business Technologies in the serving areas defined herein.

The provision of local exchange services is subject to existing regulations and terms and conditions specified in this tariff and may be revised, added to or supplemented by superseding issues.

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**EXPLANATION OF SYMBOLS**

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

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (S) To signify reissued matter.
- (T) To signify a change in text but no change in rate or regulation.

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**CHECK SHEET**

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

<u>Page</u> <u>Number</u>	<u>Revision</u>	<u>Page</u> <u>Number</u>	<u>Revision</u>	<u>Page</u> <u>Number</u>	<u>Revision</u>
Title Page	Original	31	Original	61	Original
1	Original	32	Original	62	Original
2	Original	33	Original	63	Original
3	Original	34	Original	64	Original
4	Original	35	Original	65	Original
5	Original	36	Original	66	Original
6	Original	37	Original	67	Original
7	Original	38	Original	68	Original
8	Original	39	Original	69	Original
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10	Original	41	Original	71	Original
11	Original	42	Original	72	Original
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**RESERVED FOR FUTURE USE**

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**TARIFF FORMAT**

A. Page Numbering: Each page is numbered at the upper right corner of the page. Pages are numbered sequentially. New pages are occasionally added to the tariff between pages already in effect. In this case the new page number appears with a decimal added.

B. Page Revision Numbers: Revision numbers also appear in the upper right corner of each page where applicable. These numbers are used to indicate the most current page version on file with the Commission. Consult the Check Sheet for the pages currently in effect.

C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.  
2.1  
2.1.1  
2.1.1.A  
2.1.1.A.1  
2.1.1.A.1.(a)  
2.1.1.A.1.(a).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 will accompany 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 that revision. All revisions made in a given filing are designated by an asterisk (\*). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on Commission file.

**EXPLANATION OF TERMS**

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

**Advance Payment**

Part or all of a payment required before the start of service.

**Agency**

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

**Alternate Routing (“AR”)**

Allows E911 calls to be routed to a designated alternate location if (1) all E911 exchange lines to the primary PSAP (see definition of PSAP below) are busy, or (2) the primary PSAP closes down for a period (night service).

**Automatic Number Identification (ANI)**

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

**Bit**

The smallest unit of information in the binary system of notation.

**Call Termination**

The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

**Central Office**

An operating office of the Company where connections are made between telephone exchange lines.

**Central Office Line**

A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

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**EXPLANATION OF TERMS**(cont)**Channel**

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

**Communications Services**

The Company's intrastate long distance and local exchange switched telephone services offered for both intraLATA and interLATA use.

**Communications Systems:**

Channels and other facilities which are capable of two-way communications between subscriber -provided terminal equipment or Telephone Company stations, even when not connected to exchange and message toll communications service.

**Company**

Matrix Telecom, Inc., unless otherwise clearly indicated from the context.

**Customer or Subscriber**

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

**Customer Premises Equipment (CPE)**

Equipment provided by the customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

**Default Routing ("DR")**

When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

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**EXPLANATION OF TERMS**(cont)

**Demarcation Point**

The physical dividing point between the Company's network and the customer.

**Department or Commission**

The Department of Public Utilities.

**Deposit**

Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

**DID Trunk**

A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

**Dial Pulse (or "DP")**

The pulse type employed by rotary dial station sets.

**Direct Inward Dial (or "DID")**

A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

**Direct Outward Dial (or "DOD")**

A service attribute that allows individual station users to access and dial outside numbers directly.

**Digital**

A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

**Dual Tone Multi-Frequency (or "DTMF")**

The pulse type employed by tone dial station sets.

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**EXPLANATION OF TERMS**(cont)**Duplex Service**

Service which provides for simultaneous transmission in both directions.

**Emergency Service Number ("ESN")**

A unique code, assigned by the Company, used to define specific combinations of police, fire and/or ambulance jurisdictions, or any other authorized agency, which are designated by the customer.

**End Office**

With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide (ALERG), issued by Bellcore.

**Exchange**

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

**Exchange Access Line**

A central office line furnished for direct or indirect access to the exchange system.

**Exchange Service**

The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

**Exchange Telephone Company or Telephone Company**

Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

**E911 Service Area**

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

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**EXPLANATION OF TERMS**(cont)

**E911 Customer**

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

**Fiber Optic Cable**

A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

**Hearing Impaired**

Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that would prevent them from communicating over the telephone without the aid of a telecommunications device for the deaf.

**Hunting**

Routes a call to an idle station line in a prearranged group when the called station line is busy.

**In-Only**

A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

**IXC or Interexchange Carrier**

A long distance telecommunications services provider.

**Kbps**

Kilobits per second, denotes thousands of bits per second.

**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; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

**EXPLANATION OF TERMS**(cont)

**Leased Channel**

A non-switched electrical path used for connection of equipment furnished by the subscriber to equipment furnished by the subscriber or the Company for a specific purpose.

**Mbps**

Megabits, denotes millions of bits per second.

**Minimum Point of Presence (AMPOP)**

The main telephone closet in the Customer=s building.

**Monthly Recurring Charges**

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

**Multi-Frequency or ("MF")**

An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

**Non-Recurring Charge (ANRC)**

The initial charge, usually assessed on a one-time basis, to initiate and establish service.

**NPA**

Numbering plan area or area code.

**Off-Net**

A means for carrying and switching traffic to or from the Customer=s premises, where the Company leases Other Telephone Company=s facilities to deliver traffic to a Customer location. With Off-Net service, the Customer=s premises is connected through such facilities directly to switching equipment leased by the Company for resale purposes from Other Telephone Companies. (Off-Net traffic consists of all traffic that is not considered to be On-Net traffic.)

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**EXPLANATION OF TERMS**(cont)**On-Net**

A means for carrying and switching local traffic to or from the Customer=s premises, where the Company connects to the MPOP in a Customer building or on a Customer=s premises using Company-owned fiber facilities or local loops obtained from Other Telephone Companies. With On-Net service, the Customer=s premises is connected through such facilities directly to switching equipment owned by the Company.

**Other Telephone Company**

An Exchange Telephone Company, other than the Company.

**PBX**

Private Branch Exchange

**Point of Presence (APOP)**

Point of Presence

**Public Safety Answering Point ("PSAP")**

An answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

**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. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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**EXPLANATION OF TERMS**(cont)

**Service Order**

The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

**Sharing**

An arrangement in which several users collectively use communications service and facilities provided by a carrier, with each user paying a pro-rata share of the communication related costs.

**Two Way**

A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

**Usage Based Charges**

Charges for minutes or messages traversing over local exchange facilities.

**User or End User**

A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

**SECTION 1 - REGULATIONS**

1.1 Undertaking of the Company

1.1.1 The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of Georgia, and terminating within a local calling area as defined herein.

1.1.2 The Company is responsible under this tariff only for the services and facilities provided hereunder, 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.

1.2 Shortage of Equipment or Facilities

1.2.1 The Company reserves the right to limit or to 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.

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 facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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**SECTION 1 – REGULATIONS (cont)****1.3 Terms and Conditions**

- 1.3.1 Service is provided on the basis of a minimum period of at least thirty (30) days. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- 1.3.2 Customers may be required to enter into written service orders 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. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 1.3.3 Except as otherwise stated in the tariff, 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 the 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 shall survive such termination.
- 1.3.4 Service may be terminated upon written notice to the Customer if:
- A the Customer is using the service in violation of this tariff; or
  - B the Customer is using the service in violation of the law.
- 1.3.5 This tariff shall be interpreted and governed by the laws of the State of Georgia without regard for its choice of laws provision.
- 1.3.6 Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- 1.3.7 To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- 1.3.8 The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

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**SECTION 1 – REGULATIONS (cont)****1.4 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 facilities additions, removals or rearrangements and routine 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. The Company will work cooperatively with the 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 the Customer may not be possible.

**1.5 Provision of Equipment and Facilities**

- 1.5.1 The Company shall use reasonable efforts to maintain only the facilities and equipment 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 or equipment installed by the Company, except upon the written consent of the Company.
- 1.5.2 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- 1.5.3 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- 1.5.4 Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- 1.5.5 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the 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. Subject to this responsibility, the Company shall not be responsible for:
- A the through 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.

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**SECTION 1 – REGULATIONS (cont)****1.6 Liability of the Company**

- 1.6.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 1.6.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of the Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 1.6, the Company's liability, if any, shall be limited as provided herein.
- 1.6.3 The Company shall be indemnified, defended and held harmless against any claim, loss or damage arising from the use of service offered under this tariff, involving:
- (A) claims for libel, slander, invasions of privacy or infringement of copyright arising from any communication;
  - (B) claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
  - (C) claims for loss of profit; or
  - (D) all other claims arising out of any act or omission of others in the course of using services provided pursuant to this tariff.

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**SECTION 1 – REGULATIONS (CONT'D)****1.6 Liability of the Company (cont'd)**

- 1.6.4 The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commissions, and preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations, acts of God and other circumstances beyond the Company's control.
- 1.6.5 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's exchange access lines. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

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**SECTION 1 – REGULATIONS (CONT'D)**1.6 Liability of the Company (cont'd)1.6.6 With Respect to Emergency Number 911 Service

This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any equipment and facilities furnishing this service.

When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local government authority responsible for emergency 911 services upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

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**SECTION 1 – REGULATIONS (CONT'D)**1.6 Liability of the Company (cont'd)1.6.7 With Respect to Directory Listings

- A In the absence of gross negligence or willful misconduct, and except for any allowances stated below, no liability for damages arising from errors or mistakes in or omissions of any directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.
- B An allowance for errors or mistakes in or omissions of any published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:
- (1) **Free Listings:** For free or non-charged published directory listings credit shall be given at the rate of one times the monthly tariff rate for an additional or charge listing affected for the life of the directory or the charge period during which the error, mistake or omission occurs.
  - (2) **Charge Listings:** For each additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs
  - (3) **Operator Records:** For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/20ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.

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**SECTION 1 – REGULATIONS (CONT'D)**1.6 Liability of the Company (cont'd)1.6.7 With Respect to Directory Listings (cont'd)

- (4) **Credit limitation:** The total amount of the credit provided for the preceding paragraphs (i) and (ii) shall not exceed, on a monthly basis the total of the charges for each charge listing as specified in paragraph (ii), for the line or lines in question.
- (5) **Definitions:** As used in paragraphs (i), (ii) and (iii) above, the terms "error," "mistake," or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on a street or a community different from the one provided to the Company.
- (6) **Notice:** Such allowances or credits as specified in paragraphs (i) and (ii) above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

1.6.8 With Respect to Caller ID Blocking

- A The Company shall have no liability for monetary damages (including without limitation claims for direct, indirect, special, incidental or consequential damages, whether or not the Company has been advised of the possibility of such damages), arising from any failures, errors, malfunctions or omissions of Caller ID Blocking, whether or not arising from or relating to any ordinary negligence by the Company.

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**SECTION 1 – REGULATIONS (CONT'D)****1.7 Directory Listings**

- 1.7.1 The Company will, as a service to the Customer, arrange for listing of Customer's phone number in the local white pages telephone directories, such listing to consist of one line of standard type. The Company's liability with respect to directory listings is set forth in Section 1.6.7 preceding. Customer must contact its yellow pages representative concerning its advertising in yellow pages directories.
- 1.7.2 When a Customer with a non-published telephone number, as defined herein, places a call to Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.
- 1.7.3 In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of such telephone number, but will not be liable should such number be divulged.
- 1.7.4 The Company shall not be liable for any act or omission concerning the implementation of presubscription as defined herein.

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**SECTION 1 – REGULATIONS (cont)****1.8 Non-Routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on 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.

**1.9 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the Company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

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**SECTION 1 – REGULATIONS (cont)****1.10 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

**1.11 Prohibited Uses**

- 1.11.1 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.
- 1.11.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Georgia Public Service Commission's regulations, policies, orders, and decisions.
- 1.11.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 1.11.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

**SECTION 1 – REGULATIONS (cont)**

1.12 Obligations of the Customer

1.12.1 Customer Responsibility

A The Customer shall be responsible for:

- (1) the payment of all applicable charges pursuant to this Tariff;
- (2) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's services.

1.12.2 Claims

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

- (1) Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees of either party, 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
- (2) Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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**SECTION 1 – REGULATIONS (CONT'D)**1.12 Obligations of the Customer (cont'd)1.12.3 Station Equipment

- A Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
- B The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and 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 to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

1.12.4 Interconnection of Facilities

SECTION 1.12.4 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY GEORGIA PUBLIC SERVICE COMMISSION TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.

- A Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Georgia Public Service Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- B Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- C Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- D Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

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**SECTION 1 – REGULATIONS (CONT'D)**1.12 Obligations of the Customer (cont'd)1.12.5 Inspections

- A Upon suitable 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 1.12.3(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B 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.
- C If harm to the Company's network, personnel or services is imminent; the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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**SECTION 1 – REGULATIONS (cont)****1.13 Customer Deposits and Advance Payments****1.13.1 Deposits**

- A To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Georgia Public Service Commission Rule 515-12-1.05. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. 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 two and one-half twelfths of the estimated charge for the service for the ensuing twelve months. A deposit may be required in addition to an advance payment.
- B Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- C Deposits will accrue interest annually at the rate of 7% per annum in accordance with Georgia Public Service Commission Rule 515-12-1.05. Upon request of the Customer, accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date.
- D The Company shall annually and automatically refund the deposits of Customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

**1.13.2 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, 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. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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**SECTION 1 – REGULATIONS (cont)****1.14 Payment Arrangements****1.14.1 Payment for Service**

The Customer is responsible for payment of all charges for services furnished by the Company to the Customer or its Authorized Users. Objections must be received by the Company within a reasonable period of time after receipt of bill, or all the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges of the Company, in addition to its own internal costs, in connection with a service for which a Company non-recurring charge is specified, those charges may be passed on to the customer.

**1.14.2 Taxes and Surcharges**

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

Certain telecommunications services, as defined in the Georgia Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Georgia, or both, and are charged to a subscriber's telephone number or account in Georgia.

**1.14.3 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- B The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C 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 thirty (30) days.

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**SECTION 1 – REGULATIONS (cont)**1.14 Payment Arrangements (Cont'd.)1.14. Billing and Collection of Charges (cont)

- D Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

1.14.4 Disputed Bills

The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Georgia Public Service Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Georgia Public Service Commission  
244 Washington Street, S.W.  
Atlanta, Georgia 30334-5701  
Toll Free in GA 800-252-5813  
Metro Atlanta: 404-656-4501  
Fax: 404-656-2341

If service is disconnected by the Company (in accordance with Section 1.14.5 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 1.14.5 following) and later restored, restoration of service will be subject to the rates in Section 4.15.

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**SECTION 1 – REGULATIONS (cont)**1.14 Payment Arrangements (Cont'd.)1.14.5 Discontinuance of Service for Cause

The Company may discontinue service for the following reasons provided in this Section 1.14.5. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated.

Upon the Company's discontinuance of service to the Customer under Section 1.14.5(A) or 1.14.5(B), the Company, 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, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

- A Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 29 days from the date of the bill and only following proper written notification.
- B Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C 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.
- D Upon the 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, the Company may immediately discontinue or suspend service without incurring any liability.
- E Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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**SECTION 1 – REGULATIONS (cont)**1.14 Payment Arrangements (Cont'd.)1.14.6 Discontinuance of Service for Cause (Cont'd.)

- F Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- G Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- H Without notice in the event of tampering with the equipment or services furnished by the Company.
- I The Customer is responsible for providing adequate access lines to enable the Company to terminate all 800 Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service, with thirty (30) days written notice.

1.14.7 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days written notice of desire to terminate service.

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**SECTION 1 – REGULATIONS (cont)****1.14 Payment Arrangements (Cont'd.)****1.14.8 Cancellation of Application for Service**

- A Where the Company permits the 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 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 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 the Company that would have been chargeable to the Customer had service begun.
- C Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D The special charges described in 1.14.8(A) through 1.14.8(C) will be calculated and applied on a case-by-case basis.

**1.14.9 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

**1.14.10 Bad Check Charge**

A service charge equal to the greater of \$25.00 will be assessed in accordance with Georgia law for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

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**SECTION 1 – REGULATIONS (cont)****1.15 Allowances for Interruptions in Service****1.15.1 General**

- A A credit allowance will be given when service is interrupted, except as specified in Section 1.15.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D The 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 premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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**SECTION 1 – REGULATIONS (cont)**1.15 Allowances for Interruptions in Service (cont)1.15.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- B Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C Due to circumstances or causes beyond the reasonable control of the Company;
- D During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 1.15.3), or utilize another service provider;
- F 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 That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H That was not reported to the Company within thirty (30) days of the date that service was affected.

1.15.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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**SECTION 1 – REGULATIONS (cont)****1.15 Allowances for Interruption in Service, (Cont'd.)****1.15.4 Application of Credits for Interruptions in Service**

A Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. 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 facilities on the interrupted portion of the circuit will receive a credit.

B For calculating credit allowances, every month is considered to have thirty (30) days.

C A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

D Interruptions of 24 Hours or Less

1/30th of the monthly rate, if there was not a previous interruption of at least twenty-four (24) hours in the same billing period

2/30th of the monthly rate, if there was a previous interruption of at least twenty-four (24) hours in the same billing period.

E Interruptions Over 24 Hours

If caused by storm, fire, flood or other condition out of the Company's control, 1/30th of the monthly rate for each twenty-four (24) hours of interruption (or fraction thereof).

For other interruption, 1/30th of the monthly rate for the first 24 hours and 2/30th of the monthly rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30th allowance applies to the first 24 hours of the second and subsequent interruptions.

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**SECTION 1 – REGULATIONS (cont)****1.15 Allowances for Interruption in Service, (Cont'd.)****1.15.5 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 or joint user;
- B interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- C interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- D interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- E 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;
- F interruption of service due to circumstances or causes beyond the reasonable control of Company; and
- G that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

**1.15.6 Cancellation for Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (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.

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**SECTION 1 – REGULATIONS (cont)****1.16 Cancellation of Service/Termination Liability**

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 1.15) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 1.14.

**1.16.1 Termination Liability**

Customer's termination liability for cancellation of service shall be equal to:

- A all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- B any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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**SECTION 1 – REGULATIONS (cont)****1.17 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

**1.17.1 Customer Liability for Fraud and Unauthorized Use of the Network**

A The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.

B A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

C The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.

D The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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**SECTION 1 – REGULATIONS (cont)**1.18 Use of Customers Service by Others1.18.1 Resale and SharingSECTION 1.18.1 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE GEORGIA PUBLIC SERVICE TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES

There are no prohibitions or limitations on the resale of services. Prices for services appear in the price sheet attached to this tariff. Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the Georgia Public Service Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

1.18.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

1.19 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) 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.

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**SECTION 1 – REGULATIONS (cont)**1.20 Notices and Communications

- 1.20.1 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.
- 1.20.2 The Company shall designate on the service order an 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.
- 1.20.3 Except as otherwise stated in this tariff, 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 placement 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.
- 1.20.4 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.

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**SECTION 1 – REGULATIONS (cont)**1.21 Toll-Free Numbers

If a customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in 800/888/8XX service to another carrier (e.g., "porting of the toll-free number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.

1.22 Special Promotions

The Carrier may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's tariff as an addendum to the Carrier's price lists.

1.23 Discounts

The Company may, from time to time as reflected in the price list, offer discounts based on monthly volume.

1.24 Customer Service

Customer service personnel are available twenty-four (24) hours a day, seven days a week and may be reached toll-free.

**SECTION 2 - SERVICE AREAS**

2.1 Exchange Service Areas

Local exchange services are offered to Customers and is available on a presubscription basis from equal access originating end offices only. Rates for service may vary by call type and/ or term commitments.

The Exchange boundaries are the same as those defined in the applicable tariff of the incumbent local exchange carrier which serves the same area.

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**SECTION 3 - SERVICES DESCRIPTIONS**3.1 General3.1.1 Application of Rates and Charges

All services offered in this tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for local calling services may be assessed on a measured rate basis and are additional to monthly recurring charges shown for Business lines.

3.1.2 Emergency Services Calling Plan

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0-or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

- A Governmental fire fighting, Georgia State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.
- B An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

3.1.3 Terms and Conditions

- A Per call blocking and unblocking shall be offered at no charge. Per line blocking shall be offered at no charge for the first request of each Customer. Domestic violence programs and law enforcement agencies shall always be offered per line blocking at no charge.
- B The results of a call trace will be furnished only to law enforcement agencies or authorities upon proper request by them.
- C Disclosure of telephone number may occur when caller subscribes to Caller Identification or Automatic Call Back. Call blocking, on either a per call or per line basis, prevents the delivery of this information.

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**SECTION 3 - SERVICES DESCRIPTIONS, (CONT'D.)****3.2 Call Timing for Usage Sensitive Services**

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

- 3.2.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 3.2.2 Timing on completed calls begins when the call is answered by the called party. 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).
- 3.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

**3.3 Standard Business Line**

The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

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**SECTION 3 - SERVICES DESCRIPTIONS, (CONT'D.)****3.4 Optional Calling Features**

The features listed in this tariff are offered by the Company Business Customers. Service availability may vary between On-Net and Off-Net Customers. Refer to Price Lists in Sections 4 and 5 of this tariff for specific features offered with each type of local exchange service.

**3.4.1 Feature Descriptions****Busy Line Verification**

Allows the caller, with the assistance of an operator, to check the status of a busy signaling line.

**Busy Line Emergency Interrupt**

Allows a caller, with the assistance of an operator, to check the status of a busy signaling line and also to interrupt the call in progress on that line to verify parties use of the line.

**Call Blocking**

Permits the Customer to restrict access from their telephone line to the following discretionary services. The Company will initially block all calls to Central Office Prefixes such as 900, 700 and NXX Codes such as 540, 550, 910, 920, 970 and 976. The Company will also provide Toll Restrict (1+ and 0+ Blocking) which provides the Customer with local dialing capabilities but blocks any Customer-dialed call that has a long distance or operator services charge associated with it. Toll Restriction will not block the following types of calls: 911 (Emergency), 1+800/888 (Toll Free), and operator assisted calls. Charges for Toll Restrict Blocking are set forth in Section 4 following.

**Call Forwarding Busy Line, Basic**

Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order

**Call Forwarding Don't Answer**

Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.

---

**SECTION 3 - SERVICES DESCRIPTIONS, (CONT'D.)****3.4.1 Feature Descriptions (cont)****Call Forwarding Variable**

Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.

**Call Forwarding Variable, Remote Access**

Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to 1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.

**Call Transfer**

Allows the Customer to receive an incoming call, and then transfer the calling party to any other number

**Call Waiting - Basic**

Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

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**SECTION 3 - SERVICES DESCRIPTIONS, (CONT'D.)****3.4.1 Feature Descriptions(cont)****Caller ID - Deluxe**

Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.

**Directory Assistance**

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

**Main Number Retention**

Main Number Retention is an optional feature by which a Customer, who was formally a customer of another certified local exchange carrier at the same premises location, may retain its main telephone numbers and main fax numbers for use with the Company-provided Exchange Services. Main Number Retention service is only available in areas where the Company maintains some form of number retention arrangement with the Customer's former local exchange carrier

**Non-Listed Number Service**

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

**Non-Published Number Service**

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

---

**SECTION 3 - SERVICES DESCRIPTIONS, (CONT'D.)****3.4.1 Feature Descriptions(cont)**

**Operator Services** Provides for live or automated operator treatment when a Customer dials 0. Operator Services can be used to assist the Customer in routing or billing for a call. Billing options include, but are not limited to, bill to originating telephone number, calling card, collect or to a third party

**Per Call Service Charges**

Service charges applied to Local toll calls for which live or automated operator assistance is provided for call completion and/or billing.

**Presubscription Services**

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

**Speed Calling**

Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed calling list without assistance from the Company.

**Three Way Calling**

Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

**Vanity Number Service**

This service provides for the reservation of special or unique telephone number and fax number for use with the Company-provided exchange services.

---

**SECTION 3 - SERVICES DESCRIPTIONS, (CONT'D.)****3.5 Directory Listings****3.5.1 General**

The following rules apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Only information necessary to identify the Customer is included in these listings. The Company uses abbreviations in listings. The Company may reject a residence listing which is judged to be advertising. It may also reject a listing it judges to be objectionable. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service will not be accepted as a listing unless the subscriber is legally doing business under that name.

A name may be repeated in the white pages only when only when a different address or telephone number is used.

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**SECTION 3 - SERVICES DESCRIPTIONS, (CONT'D.)**3.5 Directory Listings, (Cont'd.)3.5.2 Composition of ListingsA Names

The following names may be included in business service listings:

- 1 The name of subscriber or joint user.
- 2 The name of each business enterprise which the subscriber or joint user conducts.
- 3 The name by which the business of a subscriber or joint user is known to the public. Only one such name representing the same general line of business will be accepted.
- 4 The name of any person associated with the subscriber or joint user in the same business.
- 5 The name of any person, firm or organization which subscriber or joint user is authorized to represent, or the name of an authorized representative of the subscriber or joint user.
- 6 Alternative spelling of an individual name or alternative arrangement of a business name, provided the listing in the judgment of the Company, is not for advertising purposes.
- 7 The name of a publication issued periodically by the subscriber or joint user.
- 8 The name of an inactive business organization in a cross-reference listing when authorized by such business or organization.
- 9 The name of a member of subscriber's domestic establishment when business service is furnished in the subscriber's residence.
- 10 The name of a corporation which is the parent or a subsidiary of the subscriber.
- 11 The name of a resident of a hotel, apartment house, boarding house or club which is furnished PBX service, may be included in a residence type listing with the telephone number of the PBX service.
- 12 The name of the subscriber to a sharing arrangement.

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**SECTION 3 - SERVICES DESCRIPTIONS, (CONT'D.)**3.5 Directory Listings, (Cont'd.)3.5.2 Composition of Listings, (cont'd.)B Designation

The purpose of a business designation is to identify the listed party and not to advertise the business. No designation of the nature of the business is included if this is sufficiently indicated by the name. Where a listed party is engaged in more than one general line of business, one additional business designation may be included in the listing when necessary to identify the listed party. When a listed party has two or more listed telephone numbers or two or more business addresses, designations indicating the branches of the organization may be included where necessary to assist the public in calling.

A designation may include a title to indicate a listed party's official position, but not the name of the firm or corporation with which the individual is connected. Individual names or titles are not shown following the name of a firm or corporation. A term such as "renting agent" may be included in a listing indented under the name of a building, provided the agent maintains a renting office in such a building.

A designation is not ordinarily provided in a residence type listing except for residential service as permitted under the terms of this tariff. A professional designation is permitted on residence service in the case of a physician, surgeon, dentist, osteopath, chiroprapist, podiatrist, optometrist, chiropractor, physiotherapist, Christian Science practitioner, veterinary surgeon, registered nurse or licensed practical nurse, provided that the same name and designation is also listed on business service of that subscriber or another subscriber in the same or different directory.

The listing of service in the residence of a clergyman may include the designation "parsonage," "rectory," "parish house," or "manse," and any such listing may be indented under a listing in the name of the church. Where residence service is furnished in a church study, the listing may include the designation "study."

**SECTION 3 - SERVICES DESCRIPTIONS, (CONT'D.)**

3.5 Directory Listings, (Cont'd.)

3.5.2 Composition of Listings, (cont'd.)

C Address

Each residence or non-profit listing may, but does not have to, include the house number and street name of the residence where the telephone service is provided. Other information, such as a building name or a locality designation, may be included to help identify the Customer.

D Telephone Number

Each listing may include only one telephone number, except in an alternate telephone number listing where each number listed is considered a line for rate purposes.

A listing may include only the telephone number of the first line of a PBX system or incoming service group, except that a trunk not included in the incoming service group of a PBX system, or the first trunk of a separate incoming service group of a PBX system may be listed to meet special conditions where a corporation and its subsidiaries use the same PBX system.

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**SECTION 3 - SERVICES DESCRIPTIONS, (CONT'D.)**3.5 Directory Listings, (Cont'd.)3.5.3 Types of ListingsA Standard Listing

A standard listing includes a name, designation, address and telephone number of the Customer. It appears in the White Pages of the telephone directory and in the Company's Directory Assistance records. The designation in the listing will be provided according to the rules in section 3.5.

B Indented Listing

An indented listing appears under a standard listing and may include only a designation, address and telephone number. An indented listing is allowed only when a Customer is entitled to two or more listings of the same name with different addresses or different telephone numbers. For example:

Smith, John MD	
Office 125 Portland	555-4180
Residence 9 Glenway	555-8345

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**SECTION 3 - SERVICES DESCRIPTIONS, (CONT'D.)**3.5 Directory Listings, (Cont'd.)3.5.3 Types of Listings, (cont'd.)C Alternate Telephone Number Listing and Night Listing

Any listed party who has made the necessary arrangements for receiving telephone calls during his or her absence may have an alternate telephone number listing or a night listing, such as the following.

If no answer call (telephone number)

Night calls (telephone number)

Night calls after \_\_ PM (telephone number)

Nights, Sundays and holidays (telephone number)

5PM to 9AM weekdays, Saturday until 9AM, Monday and holidays (telephone number)

Such listing may be furnished as an indented listing or as a sub-caption. The telephone number in such a listing may be that of another service furnished the same subscriber or one of the subscriber's PBX trunks not included in the incoming service group, or the service furnished a different subscriber.

D Duplicate Listing

Any listing may be duplicated in a different directory or under a separate geographical heading in the same directory. Such listing may be duplicated in indented form.

E Reference Listing

A subscriber having exchange services listed under different geographical headings may have an indented listing in reference form in lieu of a duplicate listing.

F Cross Reference Listing

A cross reference listing may be furnished in the same alphabetical group with the related listing when required for identification of the listed party and not designated for advertising purposes.

3.5.4 Free Listings

The following listings are provided at no additional charge to the Customer:

one listing for each individual line service, auxiliary line or PBX system.

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**SECTION 3 - SERVICES DESCRIPTIONS, (CONT'D.)****3.6 Non-Published Service****3.6.1 General**

Non-published service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.

**3.6.2 Regulations**

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator the number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

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**SECTION 3 - SERVICES DESCRIPTIONS, (CONT'D.)****3.7 Directory Assistance Services****3.7.1 Directory Assistance**

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number. No charge applies for the first call per month per residence line.

**3.7.2 Directory Assistance Call Completion (DACC)**

Where offered, Directory Assistance Call Completion (DACC) allows Customers the option to have their local and/or intraLATA calls completed to a requested number by either the Directory Assistance operator or the Directory Assistance audio response system that provides the requested directory number. DACC calls will not be completed to non-published numbers, 700, 800/888, or 900 prefixes. DACC charges will not apply when requests for telephone numbers, which result in the calling party receiving a wrong number from the Directory Assistance Operator provided that the calling party reports the wrong number to the Telephone Company.

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**SECTION 3 - SERVICES DESCRIPTIONS, (CONT'D.)****3.8 Private Branch Exchange (PBX) Service**

The Company's PBX Service uses PBX Trunks to connect to a customer PBX system or other similar equipment. This service provides customers with unrestricted local calling and carrier access. The Company treats these trunks similar to individual exchange lines and supports multi-line hunting over a group of trunks. Installation and conversion charges as detailed in Sections 4.4 and 4.5 may also apply. The monthly recurring charge covers all applicable state surcharges.

**3.8.1 Rearrangement of PBX Service**

A non-recurring per account charge may apply to effect changes to a PBX trunking arrangement. Such changes may include, but are not limited to, trunk hunting sequence, a change in signaling arrangement, etc.

**3.9 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 central Office termination and DID number blocks apply in addition to charges specified for PBX Trunks. One additional termination charge applies for each DID-equipped PBX Trunk. Telephone numbers are furnished in blocks of 20. Blocks of number groups will be determined at the sole discretion of the Company's resources. Whenever possible, the Company will attempt to provide telephone numbers arranged consecutively in a group, but will not guarantee nor accept responsibility for provision of such an arrangement within or between a block of numbers. 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.

Where all numbers in a group have not been connected for service, the Customer is responsible for providing interception of calls to vacant or non-working assigned station lines or telephone numbers by means of attendant intercept or recorded announcement service. The Company will not terminate these numbers to an intercept message on the Customer's behalf.

**3.10 Moves, Adds and Changes**

- A Non-recurring Installation Charges as described in Section 4 of this tariff may be applied per line when a Customer moves to a new address within the same local exchange.
- B Non-recurring charges as described in Section 4 of this tariff may be applied per line when a Customer requests any changes or additions to an existing account.

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**SECTION 4 - PRICE LIST – BUSINESS SERVICES**

4.1 General

Services provided in this tariff section are available on a Resale Service basis. Local Resale Services are provided through the use of resold switching and transport facilities obtained from Other Telephone Companies.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers within Georgia.

All rates set forth in this Section are subject to change and may change by the Company pursuant to notice requirements established by the Georgia Public Service Commission. The rates, terms and conditions set forth in this Section are applicable as of the effective date hereof and will not apply to any Customer whose services may have been provisioned through resale of BellSouth's local exchange services, in whole or in part, prior to the effective date hereof.

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**SECTION 4 - PRICE LIST – BUSINESS SERVICES**  
(cont)4.2 Standard Business Local Exchange Service

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate basis.

Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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**SECTION 4 - PRICE LIST – BUSINESS SERVICES**  
(cont)

4.3	<u>Business Service Monthly Recurring Charge</u>	
4.3.1	<u>Business Line</u>	
	Rate Group A Local Only	\$31.90 per line
	Rate Group A Local plus Long Distance <sup>1</sup>	\$24.90 per line
	Rate Group B Local Only	\$38.80 per line
	Rate Group B Local plus Long Distance <sup>1</sup>	\$31.80 per line
	Rate Group C Local Only	\$44.30 per line
	Rate Group C Local plus Long Distance <sup>1</sup>	\$37.30 per line
	Rate Group D Local Only	\$55.30 per line
	Rate Group D Local plus Long Distance <sup>1</sup>	\$48.30 per line
4.3.2	<u>Analog PBX Trunk</u>	
	Rate Group A Local Only	\$55.25 per line
	Rate Group A Local plus Long Distance <sup>1</sup>	\$48.25 per line
	Rate Group B Local Only	\$65.75 per line
	Rate Group B Local plus Long Distance <sup>1</sup>	\$58.75 per line
	Rate Group C Local Only	\$74.00 per line
	Rate Group C Local plus Long Distance <sup>1</sup>	\$67.00 per line
	Rate Group D Local Only	\$88.25 per line
	Rate Group D Local plus Long Distance <sup>1</sup>	\$81.25 per line
4.3.3	<u>DID CO Termination</u>	\$41.25 per trunk

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<sup>1</sup> When a Customer chooses to use the Company's Long Distance in addition to its local service, the Customer receives a \$7.00 subsidy on local service.

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**SECTION 4 - PRICE LIST – BUSINESS SERVICES**  
(cont)

4.4 Initial Service Conversion Charge

\$14.00 per line or trunk converted, non-recurring  
\$85.00 per DID CO termination per trunk, non-recurring

4.5 Installation Charge

First line or trunk installed, non-recurring      \$55.00  
Each additional      \$29.00

4.6 Usage Sensitive Charges and Allowances

4.6.1 Flat Rate Service

No measured or message charges apply to calls placed or received from Flat Rate service lines.  
Customers receive unlimited calling within their local calling area.

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**SECTION 4 - PRICE LIST – BUSINESS SERVICES  
(CONTINUED)**

4.7 Features – Business Line

	Monthly Recurring <u>Charge</u>	Non Recurring <u>Charge</u>	Per Usage <u>Charge</u>
Call Return	\$0.00	\$0.00	\$0.75
Continuous Redial	\$0.00	\$0.00	\$0.75
Three-way Conference Calling	\$4.25	\$12.50	\$0.75
Hunting			
Rate Group A	\$11.75	\$12.50	\$0.00
Rate Group B	\$15.25	\$12.50	\$0.00
Rate Group C	\$18.00	\$12.50	\$0.00
Rate Group D	\$23.50	\$12.50	\$0.00
Call Forward Variable	\$3.75	\$12.50	\$0.00
Call Forward Busy Line	\$2.75	\$12.50	\$0.00
Call Forward Don't Answer	\$2.75	\$12.50	\$0.00
Call Forward Busy Line/Don't Answer	\$4.95	\$12.50	\$0.00
Remote Call Forwarding <sup>1</sup>	\$8.50	\$12.50	\$0.00
Call Waiting	\$5.65	\$12.50	\$0.00
Speed Dial	\$2.75	\$12.50	\$0.00
Speed Dial, Expanded	\$3.25	\$12.50	\$0.00
Caller ID	\$9.50	\$12.50	\$0.00
Change Call Blocking	NC	\$20.00	\$20.00
Toll Restrict Blocking	\$4.75	\$22.00	\$22.00
Vanity Number	NC	\$375.00	NC
Per use Blocking	\$0.00	\$375.00	\$0.00

<sup>1</sup> Not available in all Central Offices

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**SECTION 4 - PRICE LIST – BUSINESS SERVICES  
(CONTINUED)**

4.8 Features – Analog PBX Trunks

Call Return	\$0.00	\$0.00	\$0.75
Continuous Redial	\$0.00	\$0.00	\$0.75
Three Way Conference Calling	\$0.00	\$0.00	\$0.75
Hunting, per Trunk Equipped			
Rate Group A	\$11.75	\$12.50	\$0.00
Rate Group B	\$15.25	\$12.50	\$0.00
Rate Group C	\$18.00	\$12.50	\$0.00
Rate Group D	\$23.50	\$12.50	\$0.00
Caller ID (Name and Number) – Trunk	\$9.50	\$12.50	\$0.00
Call ID Blocking Per Trunk	\$0.00	\$0.00	\$0.00
Change Call Blocking	\$0.00	\$20.00	\$0.00
Toll Restrict Blocking	\$5.25	\$12.50	\$0.00
Third # and Collect Blocking	\$0.00	\$0.00	\$0.00
Call Forward Variable	\$6.50	\$12.50	\$0.00
Touch Tone per Trunk Equipped	\$0.00	\$0.00	\$0.00
Ground Start	\$0.00	\$0.00	\$0.00

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**SECTION 4 - PRICE LIST – BUSINESS SERVICES  
(CONTINUED)**

4.9 DID Number Groups

	Monthly Recurring Charge	Non-Recurring Charge
20 numbers per group	\$3.75	\$850.00
20 numbers – per add'l group	\$3.75	\$14.00

4.10 Directory Listings

	Monthly Recurring Charge	Non - Recurring Charge
Primary Listing	\$0.00	\$0.00
Additional Listing	\$1.10	\$12.50
Cross Reference Listing	\$1.10	\$12.50
Extra Line Listing	\$1.10	\$12.50
Foreign Listing	\$1.10	\$12.50
Non-Published Listing	\$2.60	\$12.50
Non-Listed Number	\$1.40	\$12.50

4.11 Local Directory Assistance

\$0.95 per call

4.12 Directory Assistance Call Completion

\$0.30 per call<sup>1</sup>

4.13 Operator Services

	surcharge	per minute charge
Third Party Billing	\$3.30	\$.1600
Collect	\$3.30	\$.1600
Person to Person	\$5.95	\$.1600
Busy Line Verification	\$6.45	\$.0000
Busy Line Verification- 3 <sup>rd</sup> Party Billed	\$6.45	\$.0000
Busy Line Verification w/Interrupt	\$6.45	\$.0000

4.14 Presubscription

A Customer may change their intra and/or interLATA long distance carrier. The Customer will incur a \$10.00 per line, per occurrence charge. A single occurrence can include a change of both the intraLATA and interLATA carriers.

<sup>1</sup> Provided where facilities permit; charges are in addition to per call charge found in 3.8

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**SECTION 4 - PRICE LIST – BUSINESS SERVICES  
(CONTINUED)**4.15 Service Restoration Charge

\$29.00 per occurrence per business line  
\$16.00 per occurrence per trunk

4.16 Service Change Charge

\$15.00 per occurrence

4.17 Intercept Service

When a switching arrangement for an individual customer (a single line or entire hunt group) is discontinued at an end office, an intercept announcement is provided. This arrangement provides, for ninety (90) days, an announcement that the service associated with the number dialed has been disconnected. The non-recurring charge for this service is \$15.00 per line.

4.18 Time and Material Charges

First 15 minutes	\$22.50
Each Additional 15 minutes	\$8.50

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**SECTION 5 - PRICE LIST – LOCAL DIGITAL SERVICE**5.1 Local Digital Service Monthly Recurring Charge

ISDN-PRI – Per D Channel \$100.00

5.2 Local Digital Service Non-Recurring Charge

ISDN-PRI – Per D Channel \$2500.00

5.3 Optional Features

The optional features, hunting and vanity numbers, are provided at no additional charge to subscribers of Local Digital Service.

5.4 Presubscription

A Customer may change their intra and/or interLATA long distance carrier. The Customer will incur a \$10.00 per line, per occurrence charge. A single occurrence can include a change of both the intraLATA and interLATA carriers.

5.5 Miscellaneous Charges

	Monthly Recurring Charge	Non-Recurring Charge
Foreign Exchange Service (Per T)	\$100.00	\$0.00
Service Change Charge	\$0.00	\$15.00

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**SECTION 5 - PRICE LIST – LOCAL DIGITAL SERVICE**  
(cont)

5.6 Directory Listings

	Monthly Recurring Charge	Non-Recurring Charge
Additional Listing	\$1.10	\$12.50
Extra Line Listing	\$1.10	\$12.50
Foreign Listing	\$1.10	\$12.50
Cross Reference Listing	\$1.10	\$12.50
Non-Listed Number	\$1.40	\$12.50
Non-Published Number	\$2.60	\$12.50

5.7 Operator Services

	Charge
Third Party Billing	\$1.25 plus \$.24 per min
Collect	\$1.25 plus \$.24 per min
Person to Person	\$3.25 plus \$.24 per min
Busy Line Verification	\$1.00
Busy Line Verification w/Interrupt	\$1.50

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**SECTION 5 – PRICE LIST – LOCAL DIGITAL SERVICE**  
(cont)

5.8 Local Directory Assistance

\$0.30 per call

5.9 Directory Assistance Local Call Completion\$0.60 per call<sup>4</sup>5.10 Time and Material Charges

Customer shall be responsible for payment of costs associated with installation of new local digital services or other time and material charges imposed on the Company by a Local Exchange Carrier as a prerequisite for installing or maintaining the Customers service, and not already recovered via the Company's existing recurring or nonrecurring charges as outlined herein. The customer will be advised of said charge prior to completion of service and will be given the option to contract an independent technician to complete the work. Hourly Rates are as follows:

	Per Visit
Trouble Isolation	\$75.00
Flat Inside Wire Maintenance	\$100.00
Flat Jack Installation -	
First Jack	\$75.00
Additional Wired	\$25.00
Additional Unwired	\$75.00

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<sup>4</sup> Provided where facilities permit; in addition to per call charges in 5.8

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