

ORIGINAL SHEET NO. 1

WN U-2

WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

PO Box 2937
Chelan, WA 98816

NAMING RATES FOR
LOCAL EXCHANGE SERVICE

In

THE STATE OF WASHINGTON

And

CONTAINING RULES AND REGULATIONS
GOVERNING SERVICE

Issued: June 2, 2006

Effective: July 2, 2006

Issued by: Westgate Communications LLC, d/b/a WeavTel

By: Richard L. Weaver

Title: President

ORIGINAL SHEET NO. 2

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

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EXPLANATION OF SYMBOLS

- (C) - To signify changed condition or regulation
- (D) - To signify discontinued rate, regulation or condition
- (I) - To signify increase
- (K) - To signify that material has been transferred to another sheet or place in the Tariff
- (M) - To signify that material has been transferred from another sheet or place in the Tariff
- (N) - To signify new rate, regulation, condition or sheet
- (O) - To signify no change*
- (R) - To signify reduction
- (T) - To signify a change in text for clarification

* The use of the symbol "O" shall be discretionary unless its use in the interest of clarity is evident or specifically requested by the Commission.

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GENERAL RULES AND REGULATIONS

A. Application of Regulations

1. The regulations set forth herein apply to intrastate telecommunications services and facilities furnished within the state of Washington by Westgate Communications LLC, d/b/a WeavTel, hereinafter referred to as the Company.
2. No officer, employee or agent of the Company has authority to change, amended or waive any rate or regulation approved or prescribed by the Commission. Rates and regulations may be changed or cancelled only with the consent or approval of the commission.
3. The Company undertakes to furnish exchange, toll, and private line service to the territory it serves. Customers may use services and facilities provided under this Tariff to obtain access to services offered by other service providers. The Company is responsible under this Tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchase access to the Company network in order to originate to terminate its own services, or to communicate with its own Customers.
4. The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
5. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

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GENERAL RULES AND REGULATIONS

B. Application for Service

1. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer. Unless otherwise specified herein, for the purpose of computing charges in this Tariff, a month is considered to have 30 days. All calculations of dates set forth in this Tariff shall be based on calendar days, unless otherwise specified herein.
2. Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, 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 .
3. 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 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

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GENERAL RULES AND REGULATIONS

C. Establishment and furnishing of Services

1. Provision of Equipment

- a. All equipment necessary for the provision of a given service will be furnished and owned by the Company except as provided elsewhere in this Tariff .
- b. Customer-owned terminal equipment and communications systems may be connected with the facilities furnished by the Company in accordance with part 68 of the Federal Communications Commission (FCC) rules and regulations. The Company will take all reasonable precautions to assure that the telecommunications network is not exposed to harmful or hazardous voltages as a result of interconnection with Customer-owned equipment.

2. Customer Billing

- a. The Customer is responsible for all proper rates and charges in conjunction with the services furnished him, including calls originating and accepted received collect at the Customer's access line.
- b. Monthly recurring charges are billed in advance and toll charges are billed in arrears. Special billing arrangements may be established for services provided to governmental agencies.
- c. Bills shall be payable immediately upon receipt and past due fifteen days after the date of the bill.
- d. For billing purposes, each month is presumed to have 30 days.

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GENERAL RULES AND REGULATIONS

C. Establishment and Furnishing of Services (Continued)

2. Customer Billing (Continued)

- e. Retroactive billing adjustments will not be made for a period exceeding six months.
- f. The Company may temporarily suspend service in the event the Customer fails to pay amount due in compliance with WAC 480-120-081 paragraph 4.B.

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GENERAL RULES AND REGULATIONS

C. Establishment and Furnishing of Services (Continued)

3. Minimum Contract Period

- a. Except as specified elsewhere in this Tariff, the minimum contract period is one month from the date of service or additions to service are established and the minimum charge is the established rate for one month.

4. Abuse or Fraudulent Use of Service

- a. The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes:
- (1) The use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information without payment of the charge applicable for service.

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GENERAL RULES AND REGULATIONS

C. Establishment and Furnishing of Services (Continued)

4. Abuse or Fraudulent Use of Service (Continued)

- (2) The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service.
- (3) The use of service or facilities of the Company for a call or calls, anonymous or otherwise, in a manner which could reasonably be considered frightening abusive, tormenting or harassing to others.
- (4) The use of profane or obscene language.
- (5) The use of the service in such manner as to interfere unreasonably with the use of the service by one or more other Customers.
- (6) The impersonation of another with fraudulent intent.

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GENERAL RULES AND REGULATIONS

C. Establishment and Furnishing of Services (Continued)

5. Use of Service for Unlawful Purposes

The service is furnished, on the condition, that it shall not be used for the purpose of making or accepting bets, furnishing information or for any other purposes in connection with any gambling scheme, business or device, or for any similar unlawful purpose. Any Customer whose service is to be discontinued or any applicant to whom service is to be denied under this regulation will be notified by the Company of his right to a hearing by the Commission to determine whether or not such service is being used or will be used in violation of this rule. Upon complaint to the Commission by any applicant or Customer who is affected by the refusal or discontinuance of service in accordance with this rule, such service shall be provided, continued or restored if the Commission shall determine that the service has not been used or is not intended to be used in violation of this rule.

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GENERAL RULES AND REGULATIONS

C. Establishment and Furnishing of Services (Continued)

7. Telephone Numbers

- a. The Company reserves the right to change the Customer's telephone number or the central office associated with such number, or both, as may be required for the proper conduct of its business.

8. Application of Business and Residence Rates

- a. Business Rates apply if any one or more of the following criteria are met:
- (1) In all locations of a business nature including clubs or lodges; public, private or parochial schools or colleges; hospitals; libraries; churches; government building and other similar institutions.
 - (2) Any location where the directory listing denotes association or affiliation with an enterprise of a commercial, social, or religious nature.
 - (3) When the telephone number is regularly advertised for business purposes.
 - (4) When the place of business and residence of the Customer occupy the same premises and the business use of the service is more than incidental.
 - (5) If any residence location where the principal use is of a business, professional or occupational nature.

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GENERAL RULES AND REGULATIONS

C. Establishment and Furnishing of Services (Continued)

8. Application of Business and Residence Rates (Continued)

(6) When the service is provided by the Customer primarily for the use of patrons, patients, or the general public.

b. Residence Rates apply if any one or more of the following criteria are met:

(1) In private residences, including the individual apartments or hotels; apartment buildings, boarding houses and dormitory rooms where the service would not be classified as a business service by the regulations.

(2) In a residence of a person conducting business in the residence, providing the Customer has other service at business rates.

Where it is determined that a Customer with residence service is using the service in a manner that should be classified as business service, the Company may discontinue service if the Customer refuses to pay the applicable business rate.

9. Directories

The Company shall provide directories in accordance with WAC 480-120-042.

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GENERAL RULES AND REGULATIONS

C. Establishment and Furnishing of Services (Continued)

10. Customer Service - Use of

Customer telephone service, as distinguished from public and semi-public telephone service is furnished only for use by the Customer, his family, employees or business associates, or persons residing in the Customer's household, except as the use of the service may be extended to joint users or to persons temporarily subleasing Customer's residential premises. The Company has the right to refuse to install Customer service or to permit such service to remain on premises of a public or semi-public character when the station is so located that the public-in-general or patrons of the Customer may make use of the service. At such locations, however, Customer service may be installed provided the instrument is so located that it is not accessible for public use.

11. 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 Customer's services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

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GENERAL RULES AND REGULATIONS

D. Obligation of Company

1. Furnishing of Service

- a. The Company's obligation to furnish service is dependent upon its ability to secure and retain without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment.
- b. Where facilities beyond those normally required are provided to satisfy Customer requests, charges based on the additional costs incurred will apply.
- c. When a Customer orders installations, moves or changes which cannot be completed during scheduled working hours, he may be required to pay overtime charges. Such overtime charges will be the difference between straight time and overtime, and will be in addition to the normal installation, move or change charge. The Customer must agree to this provision before such overtime work will be performed.
- d. When the construction of certain facilities is necessary for the furnishing of a service, the ownership of such facilities will be vested in the Company, even though all or a part of the cost of construction is borne by the Customer.

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GENERAL RULES AND REGULATIONS

D. Obligation of Company (Continued)

1. Furnishing of Service (Continued)

- e. The Company will determine the type of outside plant facilities to be provided for the furnishing of a service.
- f. The Company will be reimbursed for the costs associated with Customer requests for relocation or rearrangement of facilities.
- g. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- h. The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

2. Maintenance and Repair

- a. All costs associated with the maintenance and repair of services furnished by the Company will be borne by the Company except as specified elsewhere in this Tariff .
- b. The Company will be reimbursed for any loss or damage to its facilities on the Customer's premise resulting from intentional destruction or any other cause except from fire or unavoidable accidents.

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GENERAL RULES AND REGULATIONS

D. Obligation of Company (Continued)

2. Maintenance and Repair (Continued)

- c. Access to Customer's premises, at any reasonable hour, will be given to representatives of the Company's facilities.

3. Relocation or Rearrangement of Facilities

The Company will be reimbursed for the costs associated with Customer requests for relocation or rearrangement of facilities

4. The Company shall not be liable for errors in transmitting, receiving, or delivering messages over the lines of the Company and connecting companies.

5. The Company will make its best efforts, unless commercially inpractable, to cure any material failure to provide service caused solely by year 2000 defects in the Company, hardware, software or systems. Due to the interdependence among telecommunications providers and the interrelationship with non-Company processes, equipment and systems, the Company is not responsible for failures caused by circumstances beyond its control, including, but not limited to, failures caused by: (1) the customer; (2) other telecommunications providers; or (3) customer premises equipment. In addition, the Company does not ensure compatibility between the Company and non-Company services used by the customer.

6. To the extent required by law or judicial precedent, this Tariff shall not be construed to limit the company's liability, if any, for its gross negligence or willful misconduct.

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GENERAL RULES AND REGULATIONS

D. Obligation of Company (Continued)

5. Liability

- a. 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 in Section I 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.
- b. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. Company liability, if any, with regard to delayed installation of 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 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 I, the Company's liability, if any, shall be limited as provided herein.

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GENERAL RULES AND REGULATIONS

D. Obligation of Company (Continued)

5. Liability (Continued)

- c. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- d. The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
- e. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

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GENERAL RULES AND REGULATIONS

D. Obligation of Company (Continued)

5. Liability (Continued)

- f. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- g. The Company shall not be liable for any defacement of or damage to the Customer's premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by the willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

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GENERAL RULES AND REGULATIONS

D. Obligation of Company (Continued)

5. Liability (Continued)

- h. Notwithstanding the Customer's obligations as set forth in Section F, above, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this Tariff, including:
- claims for liable, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and
 - patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others
 - all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this Tariff .
- i. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- j. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

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GENERAL RULES AND REGULATIONS

D. Obligation of Company (Continued)

5. Liability (Continued)

- k. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- l. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

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GENERAL RULES AND REGULATIONS

D. Obligation of Company (Continued)

5. Liability (Continued)

- m. 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 network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. 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 equipment, 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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ORIGINAL SHEET NO. 26

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WESTGATE COMMUNICATIONS LLC, D/B/A WEA VTEL

GENERAL RULES AND REGULATIONS

D. Obligation of Company (Continued)

5. Liability (Continued)

n. 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 other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment and facilities furnishing this service.

- (1) Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance removal, presence condition, occasion or use of enhanced 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing enhanced 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEA VTEL

GENERAL RULES AND REGULATIONS

D. Obligation of Company (Continued)

5. Liability (Continued)

- o. The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.

- p. 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 the number of such telephone, but will not be liable should such number be divulged.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEA VTEL

GENERAL RULES AND REGULATIONS

D. Obligation of Company (Continued)

5. Liability (Continued)

- q. When a Customer with a non published 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 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.
- r. In conjunction with Busy Line Verification and Interrupt Service, the Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.
- s. The Company shall not be liable for any act or omission concerning the implementation of presubscription, as defined herein, unless it is due to the gross negligence of the Company.

E. Obligation of Customer

The Customer agrees not to move, alter or tamper with the wiring, protection or any Company owned telephone equipment on the Customer's premises in any manner whatsoever, and agrees to pay all charges arising from such tampering or alterations or schedule charges or the Company for changing the location of the telephone apparatus under contract.

The Customers shall be responsible for:

- 1. The payment of all applicable charges pursuant to this Tariff;

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

GENERAL RULES AND REGULATIONS

E. Obligation of Customer (Continued)

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

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WESTGATE COMMUNICATIONS LLC, D/B/A WEA VTEL

GENERAL RULES AND REGULATIONS

E. Obligation of Customer (Continued)

5. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
6. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section (d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
7. Not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
8. Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowances for interruptions in service will be made for the period during which service is interrupted for such purposes.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

GENERAL RULES AND REGULATIONS

E. Obligation of Customer (Continued)

9. With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:
- a. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, it's employees, agents, representatives or invitees; or
 - b. any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or nay proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

F. Special Assemblies of Equipment or Speculative Projects

Special assemblies of equipment or speculative projects for which provision is not otherwise made in this Tariff may be provided where practicable, if not detrimental to any of the services furnished by the Company.

- a. The charge for such facilities may be in the form of an installation charge, a monthly charge, a termination charge or any combination there of and will include, when applicable, one or more of the following estimated expense items associated with the special equipment or service provided:

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAUTEL

GENERAL RULES AND REGULATIONS

F. Special Assemblies of Equipment or Speculative Projects (Continued)

- (1) Maintenance expense
- (2) Depreciation expense - including reusable and non-recoverable items
- (3) Administration expense
- (4) Taxes - including Federal Income Tax
- (5) Any other specific items of expense that may be associated with the facility provided
- (6) A reasonable return on investment

b. The estimated installation most used in the derivation of the various expense items shall include the following:

- (1) Material
- (2) Material overhead
- (3) Installation labor
- (4) Installation labor overhead

G. Complaints and Disputes

Any complaint or dispute involving the Company and a Customer shall be handled in accordance with Chapter 480-120-101 Washington Administrative Code (WAC).

H. Cancellation of Service

1. Cancellation of Application for Service

- a. Applications for service are non cancelable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEA VTEL

GENERAL RULES AND REGULATIONS

H. Cancellation of Service (Continued)

1. Cancellation of Application for Service (Continued)

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 service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

c. The special charges described in a. and b. will be calculated and applied on a case-by-case basis.

2. Cancellation of Service by the Customer

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

(1) all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus

(2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

GENERAL RULES AND REGULATIONS

H. Cancellation of Service (Continued)

2. Cancellation of Service by the Customer (Continued)

- 3) all Recurring Charges specified in the applicable Tariff for the balance of the then current term.

I. Transfer and Assignments

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

J. Billing and Collection of Charges

Bills will be rendered monthly to Customer.

1. All service, installation, Monthly Recurring, and Non-Recurring Charges are due and payable upon request.
2. The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided.
3. For new Customers or existing Customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
4. Amounts not paid within 15 days after the date of invoice are considered past due.
5. A \$25.00 charge will be assessed for checks with insufficient funds or non-existing accounts.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEA VTEL

GENERAL RULES AND REGULATIONS

K. Notices and Communications

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 services shall be mailed.
2. All notices or other communications required to be given pursuant to this Tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
3. 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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ORIGINAL SHEET NO. 36

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

DEFINITIONS

ACCESS LINE

A circuit between a switching center and a Customer premises which includes a network interface (jack).

ACCESSORIES

Devices which are mechanically attached to, or used with, the facilities and equipment furnished by Westgate Communications LLC, d/b/a WeavTel and which are independent of, and not electrically acoustically or inductively connected to, the communications path of the telecommunications systems. These devices may not be injurious to the telecommunications network.

ADDITIONAL LISTING

Any listing of a name or other authorized information in connection with a Customer's telephone number in addition to that to which he is entitled in connection with the regular service.

AIR LINE MEASUREMENT

See "Mileage".

APPLICANT

Any person, firm, partnership, corporation, municipality, cooperative organization, governmental agency, etc., applying to Westgate Communications LLC, d/b/a WeavTel for new service or re-connection of discontinued service.

APPLICATION

A request made verbally or in writing for telephone service or a request for a change in existing service.

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ORIGINAL SHEET NO. 37

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

DEFINITIONS

AUTHORIZED USER

A person, firm or corporation (other than the Customer) on whose premise the Access Line, Private Line Service or Channel is terminated and who may communicate over such facilities in accordance with the terms of this Tariff .

BUILDING

The term "same building" or "building" is to be interpreted to mean a structure under one roof or two or more structures which are connected by an enclosed passageway in which the wires or cables of Westgate Communications LLC, d/b/a WeavTel may be placed without exposure to outside electrical circuits or the weather. In no case can pipes and conduit be considered as an enclosed passageway.

BUSINESS SERVICE

Business service is exchange service furnished to Customers whose actual or obvious use of the service is for conducting a business, trade, or profession or whose use of the service is obviously not confined to domestic use. Use of a telephone number on business cards, billboard or vehicle signs, or in newspaper and magazine advertising in conjunction with the continuing provision of goods or services, shall constitute business service.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

DEFINITIONS

CALL FORWARDING

Permits a subscriber to have incoming calls transferred to another telephone number by dialing a code and then dialing a number to which the calls are to be forwarded. Calls are forwarded immediately. Dialing a deactivation code returns subsequent incoming calls to the primary telephone number. Customer is solely responsible for any and all charges incurred when a call is forwarded outside of the local calling area.

CALL FORWARDING BUSY

Allows a Customer to have incoming calls forwarded to another predetermined number when the called number is busy. Customer is solely responsible for any and all charges incurred when a call is forwarded outside of the local calling area.

CALL FORWARDING DON'T ANSWER

Allows a Customer to have incoming calls forwarded to another predetermined number if the Customer does not answer after a preset number of rings. Customer is solely responsible for any and all charges incurred when a call is forwarded outside of the local calling area.

CALL WAITING

Permits a subscriber with a call in progress to place that call on "hold" and receive a second call. The subscriber is alerted to the second call by a short signal tone.

CANCEL CALL WAITING

Permits the subscriber to deactivate Call Waiting for the duration of a single call by dialing an appropriate code.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

DEFINITIONS

CENTRAL OFFICE

A switching unit is a system which provided telecommunications service to the general public, having the necessary equipment and operation arrangements for terminating and interconnecting Customer lines and trunks or trunks only. There may be more than one central office in a building or exchange.

CENTRAL OFFICE CONNECTING FACILITY

A facility furnished to another common carrier by the Company between the terminal location of the other common carrier and a point of connection on the Companies premises intra-or interstate use.

CENTRAL OFFICE LINE

See "Exchange Access Line".

CHANNEL

A path for communication or signaling between two or more points.

CIRCUIT

A channel used for the transmission of electrical energy in the furnishing of telephone and other communication services.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

DEFINITIONS

CLASS OF SERVICE

A description of Exchange Access Line service furnished a Customer in terms of:

1. For Exchange Service:
 - a. Grade of Line: Individual line (see also "Primary Class of Service").
 - b. Character of Use: Business or Residence.
 - c. Dialing Method: Touch Calling
2. For Long Distance Telecommunications Service:
 - a. Type of Call: Station-to-station or person-to-person.

COLLECT CALL

The procedure by which certain messages, upon request, may be reversed (charged to the called station) upon acceptance of the call at the called station.

COMMISSION

The Washington Utilities and Transportation Commission.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

DEFINITIONS**COMMUNICATIONS SYSTEMS**

Denotes channels or other facilities and equipment which are capable, when not connected to long distance message telecommunications service, of 2-way communications between Customer-provided terminal equipment or Westgate Communications LLC, d/b/a WeavTel access lines.

The term "Communications Systems" when used in connection with communications systems provided by an Other Common Carrier (OCC), denotes channels and other facilities furnished by the OCC for private line services as such OCC is authorized by the Federal Communications Commission or Washington Utilities and Transportation Commission to provide.

COMPANY

A corporation, association, partnership or individual engaged in the business of furnishing telephone and other telecommunications services to the public, under the jurisdiction of the Washington Utilities and Transportation Commission. Whenever used in this Tariff, "Company" refers to the Westgate Communications LLC, d/b/a WeavTel unless the context clearly indicates otherwise.

COMPLETE DISCONNECT

A discontinuance of service where a Customer cannot receive incoming calls or place outgoing calls.

CONFERENCING (3 Way Calling)

Permits a subscriber, while holding an existing call, to call a third number, thereby extending the call to include that number.

CONNECTING ARRANGEMENT

The equipment provided by the Company to accomplish the direct electrical connection of Customer-provided facilities with the facilities of the Company or of facilities of the Company with other facilities of the Company.

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ORIGINAL SHEET NO. 42

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

DEFINITIONS

CONNECTING COMPANY

A corporation, association, partnership or individual owning or operating a toll line and/or one or more central offices providing local exchange telephone service to the public and with whom the Company inter-changes traffic.

CONNECTION

The term "Connection" denotes the establishment of telephone service. A move of existing service to a different premises requires a "connection".

CONNECTING DEVICE

The term "Connecting Device" denotes the terminal block or standard network interface to which the single line station or terminal equipment may be connected.

CONNECTION CHARGE

See "Service Connection Charge".

CONSTRUCTION CHARGE

A separate non-recurring charge made for the construction of facilities in excess of those contemplated under the rates quoted in the Service Connection Charges Section.

CONTIGUOUS EXCHANGES

Two exchanges whose boundaries adjoin.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

DEFINITIONS

CONTINUOUS PROPERTY

The plot of ground, together with any building thereon, occupied by the Customer, which is not divided by public highways or separated by property occupied by others. Where a Customer occupies property on both sides of a street, alley, highway, body of water, railroad right-of-way, etc., and the properties would otherwise be continuous, such properties are treated as continuous property provided local wire or cable facilities are used and the Customer furnishes all local distribution pole line facilities or underground conduit required in connection therewith.

CONTRACT

The agreement between a Customer and the Company under which service and/or facilities are furnished in accordance with the applicable provisions of the Tariff .

COST

The cost of labor and materials, which includes appropriate amounts to cover the Company's general operating and administrative expenses, and return requirement.

CUSTOM RINGING (Distinctive Ringing to Second Number)

Custom Ringing is an additional feature to basic service offering one additional number which will be billed to the primary exchange access line number.

A directory listing is provided with Custom Ringing.

When the Customer's exchange access line is equipped with Call Waiting and the line is busy, incoming calls will generate a distinctive Call Waiting tone at no additional charge.

CUSTOMER

Any person, firm, partnership, corporation, municipality, cooperative organization, governmental agency, etc., supplied with service by the Company.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

DEFINITIONS

CUSTOMER-PROVIDED TERMINAL EQUIPMENT (CPE)

Devices or apparatus and their associated wiring, provided by a Customer, which do not constitute a communications system and which, when connected to the communications path of the telephone system, are so connected either electrically, acoustically or inductively.

DATA ACCESS ARRANGEMENT

A protective connecting arrangement for use with network control signaling unit, or in lieu of the connecting arrangement, and arrangement to identify a central office line and protective facilities and procedures to assure proper operation and protection of the telecommunications network.

DATE OF PRESENTATION

The date upon which a bill or notice is mailed, first class postage prepaid, to the Customer or if not mailed, the date upon which that bill or notice is presented to the Customer by a representative of the Company.

DEPOSIT

A cash payment made by the Customer in aid of establishing or reestablishing credit with Westgate Communications LLC, d/b/a WeavTel. Such payment, or alternatives to such payments, which may be required before or during the period of service offsets the risk that the Customer may make the inadequate payment following a period of service. Interest is payable on all deposited amounts.

DIRECT ELECTRICAL CONNECTION

Connection of terminal equipment to the telephone network by means other than acoustic and/or inductive coupling, i.e., connected by electrically conductive metallic paths.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

DEFINITIONS

DIRECTORY ASSISTANCE

A service provided to assist Customers in obtaining telephone numbers which are listed in the directory.

DIRECTORY LISTING

Essential information in the telephone directory or information records of the Company whereby telephone users may ascertain the telephone number of a listed customer.

DIRECTORY NUMBER HUNTING

Allows a Customer with multiple lines to have a single listed directory number that hunts for a vacant line in a predetermined group of lines.

DISCONNECT NOTICE

The written notice sent to a Customer following billing, notifying him that his service will be discontinued if charges are not satisfied by the date specified on the notice.

DROP WIRE

That portion of a circuit between the pole line or cable terminal or distributing box and the point of entrance to the building in which the Customer's telephone service is located.

DUE NOTICES

See "Disconnect Notice".

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

DEFINITIONS

END USER

The term "End User" means any Customer of an interstate or foreign telecommunications service that is not a carrier, except that a carrier other than a telephone Company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes, and a person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

END USER COMMON LINE (EUCL)

The term "Common Line" denotes a line, trunk, pay telephone line or other facility provided to End Users under the general and/or local exchange service Tariffs of the Company, terminated on a central office switch. A Common Line provides the end user the facility to complete toll and local calls over one facility.

END USER LINE CHARGE

The End User Line Charge provides for the use of an End User Common Line (EUCL).

ENTRANCE FACILITIES

Facilities extending from the point of entrance on private property not the premises on which service is furnished.

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Title: President

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

DEFINITIONS

EXCHANGE

A unit established by the Company for communication service in a specific geographic area, which unit usually embraces a city, town, village or unincorporated community and environs. It may consist of one or more central offices, together with the associated plant used in furnishing communication service to the general public within that area.

When an exchange includes only one central office, it is termed a single office exchange, but when it includes more than one central office, the exchange is termed a multi-office exchange.

EXCHANGE SERVICE AREA

The territory within which local telephone service is furnished at the exchange rates applicable within that area.

EXCHANGE SERVICE

The general telephone service rendered in accordance with Tariff provisions. Exchange service is a general term describing as a whole the facilities provided for local intercommunication, together with the right to originate and receive local messages at charges in accordance with the provisions of this Tariff.

A. Individual Access

1. Individual Access Line Service: A classification of exchange service which provides that only one main station shall be served by the circuit connection such station with the central office or other switching unit.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

DEFINITIONS

FACILITIES

Cables, poles, wires and other materials and mechanisms necessary to, or furnished in connection with telephone service.

HARM

Harm consists of hazards to personnel, damages to Company equipment, and impairment of service to persons other than the user of the Customer-provided equipment. Types of harm include, but shall not be limited to, voltages dangerous to personnel destruction of or damage to equipment, induced noise or cross talk, incorrect dial pulsing, failure of supervision, false answer, incorrect billing, absence of voice bank transmission path for call progress signals, and loss of capability to answer an incoming call.

INDUCTIVE COUPLER

A device which makes connection with the telephone line through induction opposed to direct electrical connection.

INITIAL SERVICE PERIOD

The minimum length of time for which a Customer is obligated to pay for service, facilities and equipment whether or not retained by the Customer for such minimum length of time.

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By: Richard L. Weaver

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

DEFINITIONS

INSTALLATION CHARGE

A nonrecurring charge made at the time of installation of communications service.

INTERCOMMUNICATING SYSTEM

An arrangement involving two or more stations which enables a user to signal and connect with other stations in the system.

INTER-EXCHANGE COMMON CARRIER (IXC)

The term "Inter-Exchange Common Carrier" denotes specialized Common Carriers, Domestic and International Record Carriers and Domestic Satellite Carriers engaged in providing telecommunications services as such carriers may be authorized by the Federal Communications Commission and the Washington Utilities and Transportation Commission

INTERFACE

The point of interconnection between terminal equipment and telephone company communication facilities. This point is at the standard FCC jack furnished by the telephone company. (Also see Standard Network Interface.)

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

DEFINITIONS

KEY TELEPHONE SYSTEM

A service arrangement consisting of multiline telephone sets equipped with either rotary dial or touch call pads with common equipment.

KEY TRUNK

An access line providing service to a key telephone system.

LINE EXTENSION

A line extension is the outside plant required in addition to existing facilities to render telephone service.

LINE CONNECTION

Installation of facilities provided by the Company for a circuit from the central office to the standard network interface, inclusive.

LOCAL CHANNEL

See "Local Private Line".

LOCAL EXCHANGE SERVICE

Exchange service whereby a Customer can complete calls from his station to other stations within the exchange are without the payment of long distance charges and in accordance with the provisions of the Company's Tariff.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

DEFINITIONS

LOCAL MESSAGE

A completed call between stations located within the same local calling area.

LOCAL PRIVATE LINE

A non-switched line located wholly within an exchange, furnished for the Customer's own use for communication or signaling between points on that line.

LOCAL SERVICE

Telephone service furnished between Customer's stations located within the same local service area.

LOCAL SERVICE AREA

The area within which telephone service is furnished Customers under a specific schedule of exchange rates and without long distance charges. A local service area may include one (1) or more exchange areas or portions of exchange areas.

LONG DISTANCE MESSAGE

See "Toll Message".

MAINTENANCE OF SERVICE CHARGE

A charge applied when the use of Customer-provided equipment or facilities causes impairment or harm to the Company's service or facilities.

MESSAGE

A completed Customer call between two telephone access lines.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

DEFINITIONS

MINIMUM CONTRACT PERIOD

The minimum length of time for which a Customer is obligated to pay for service, facilities and equipment, whether or not retained by the Customer for such minimum length of time.

MODULAR CONNECTING DEVICE

A type of jack and plug arrangement as defined by the FCC.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

DEFINITIONS

NETWORK CONTROL SIGNALING

The term "Network Control Signaling" denotes the transmission of signals used in the telecommunications system which perform functions such as supervision (control, status and charging signals), address signaling (e.g., dialing), calling and called number identification, audible tone signals (call progress signals indicating reorder or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telecommunications system.

NETWORK INTERFACE DEVICE

See "Standard Network Interface"

NON-RECURRING CHARGE

A one-time charge associated with certain installations, changes or transfers of services either in lieu of or in addition to recurring monthly charges.

NON-CONTIGUOUS EXCHANGES

Two exchanges whose boundaries do not adjoin.

NOTICE

See "Disconnect Notice".

OFF PREMISES

A location or building other than the building in which the Customer's access line is terminated.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

DEFINITIONS

ONE-PARTY SERVICE (ACCESS LINE SERVICE)

A grade of exchange service furnished by means of a central office line arranged to serve one Customer only.

PARTIAL DISCONNECTION OF SERVICE

Telephone service which is restricted to either incoming or outgoing service.

PBX TRUNK

A central office line providing service to a private branch exchange.

PERSON

A natural person or any partnership, corporation, agency of government, association, trust or other legal entity.

POINT OF CONNECTION

Denotes the location of a Customer premise where facilities, provided by Westgate Communications LLC, d/b/a WeavTel terminate, at which point transmitting or receiving terminal equipment or switching equipment used for communications with terminal equipment on the premises may be connected.

PREASSIGNED TELEPHONE NUMBER

A telephone number preassigned in the "Telephone Number" space of the service order with a specific (predetermined) in-service date.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

DEFINITIONS

PREMISES

The buildings, portion or portions of a building on continuous property used and/or occupied at one time by the Customer in the conduct of his business or as a residence. Where the roof in adjoining buildings is made continuous and all floor space in both buildings is considered as the same premises insofar as the Customer who uses and occupies such continuous floor space is concerned, the two buildings otherwise being considered as separate buildings.

PRIVATE BRANCH EXCHANGE (PBX)

A communication system provided by a Customer and consisting of various stations, equipment and facilities to connect these stations to central office lines or to other stations in the system either manually or automatically.

PRIVATE LINE

A non-switched circuit provided to furnish communications between two or more points.

REGISTRATION

A program whereby the FCC grants a Registration Number to a particular terminal device which meets particular criteria prescribed by the FCC. Registration may be granted for terminal equipment or protective circuitry. A registration number will appear on all equipment so certified

REGISTERED PROTECTIVE CIRCUITRY

Separate, identifiable and discrete electrical circuitry designed to protect the telephone network from harm, which is registered in accordance with Part 68 of FCC Rules and Regulations.

REGRADE

An application for a different class and/or grade of service.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

DEFINITIONS

REMOTE CALL FORWARDING

An arrangement to automatically forward all incoming calls placed to the remote call forwarding number, to another telephone number in a distant exchange.

RESALE OF SERVICE

An activity wherein one entity subscribes to the communications services and facilities of another entity and then re-offers communications service and facilities to the public (with or without adding value) for profit.

RESERVED TELEPHONE NUMBER

A telephone number reserved for use by the Customer at some undetermined future date. Usually so noted in the "Remarks" space of the service order.

RESIDENCE SERVICE

Telephone service furnished to Customers when the actual or obvious use is for domestic purposes.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

DEFINITIONS

SERVICE ORDER CHARGE

The nonrecurring charges intended to cover, in part, the expense incurred by Westgate Communications LLC, d/b/a WeavTel for work performed at the Customer's request associated with a Service Order, Central Office Work, Line Connection and/or Time and Material charges.

SPEED CALLING

Allows the subscriber to program up to eight (8) one-or two-digit codes in association with up to eight full-length numbers as they normally would have been dialed. Dialing only the one-or two-digit code associated with a particular number will cause the Utility's equipment to recognize and process the call as if the called number had been dialed in full. The (#) button usually found at lower right corner of standard push button dials always should be used right after the one-or two-digit abbreviated number to signal the Utility's central office equipment not to wait for further digits that might be dialed.

STANDARD NETWORK INTERFACE

1. The Standard Network Interface is a standard FCC approval jack which serves as the point of demarcation between those facilities owned by Westgate Communications LLC, d/b/a WeavTel and those facilities which may or may not be owned by the Customer in the provision of exchange access, WATS or Private Line Services.
2. The Standard Network Interface may be located inside or outside the Customer premises, as determined by the Company, but within close proximity to the protector or equivalent.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

DEFINITIONS

STANDARD NETWORK INTERFACE (Continued)

3. For existing installation the protector or point where the facilities enter a Customer premises may be established as the point of demarcation.
4. Access Line Services provided to newly constructed Customer premises will be connected to the telecommunications network through the Standard Network Interface.

STATION

A Customer-provided telephone instrument or ancillary device that requires connection to the access line through the connecting device.

SUPERSEDURE

The transfer of service, including the telephone number from one customer to another with the express written consent of both the relinquishing customer and the new customer. The new customer assumes responsibility for all outstanding charges.

SUSPENSION OF SERVICE

A temporary discontinuance of service without terminating the contract.

TARIFF

A schedule of recurring and nonrecurring charges together with general regulations, properly filed with and approved by the Washington Utilities and Transportation Commission, applicable to the Customers of the Company for services furnished.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAUTEL

DEFINITIONS

TELEPHONE COMPANY

See "Company"

TELEPHONE NETWORK

The public switched telephone network.

TELEPHONE SERVICE

A service including both exchange, toll service or private line.

TELEPHONE STATION SET

A telephone instrument, consisting of a transmitter, receiver and associated apparatus, connected so as to permit transmission and receiving of telephone messages.

TEMPORARY SERVICE

Local service definitely known to be required for short period, such as service provided for contractors for use during the construction of a building, sales campaign, athletic contests, conventions, fairs, circus's, etc.

TERMINAL EQUIPMENT

Customer-provided devices utilized for transmission or reception of communications when attached to the telecommunications network facilities at a point on the Customer's side of the station protector, network interface or other point of demarcation. And includes but not limited to telephone station sets, speaker phones, answering devices, dialers, data sets, computer terminals, paging systems, alarm systems, key systems, PBX's, etc.

TERMINAL LOOP

The wire facility used in providing an off-premises extension of a Customer access line.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

DEFINITIONS

TERMINATION CHARGE

A charge made to a Customer upon termination of contract for service before the expiration of the contract period.

THE LINE

A circuit connecting two PBX systems for the purpose of intercommunicating between the stations connected with such PBX switching apparatus, without the use of trunk lines to a Company central office.

TOLL CENTER

A telephone switching center at which the operations function (message timing, switching and recording) takes place in connection with the provision of toll message service.

TOLL ACCESS LINE

A circuit used exclusively for the transmission of messages between points located in different exchange areas where specific charges for each such message are applicable.

TOLL MESSAGE

A completed telephone call between stations in different exchanges for which message toll charges are applicable.

1. Person-to-Person Toll Message: A toll message in which the user stipulates a desire for communication with a specified person or station at a specified location.
2. Station-to-Station Toll Message: A toll message in which the user stipulates a desire for communication only with a specified telephone number or switchboard.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

DEFINITIONS

TOLL MESSAGE (Continued)

3. Collect Message: A toll message in which the user stipulates that the called party accept and pay all charges associated with the message.
4. Third Number Message: A toll message in which associated charges are billed neither to the calling station nor to the called station but rather to a station not involved in the message.
5. Credit Card Messages: A toll message in which associated charges are billed to a credit card number assigned by a telephone company and issued to either the called or calling party.

TOLL RATE

The initial period charge prescribed for a toll message usually based upon a minimum initial period and distance between exchanges.

TOLL SERVICE

Toll service (long-distance service) is that part of the total telephone service rendered by the Company which is furnished between Customers and different exchange areas in accordance with the rates and regulations specified in the Company's Toll Tariff.

TOLL STATION

A telephone instrument connected for toll service only and to which message telephone toll rates apply for each call made therefrom.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

DEFINITIONS

TOUCH CALLING SERVICE

A service arrangement permitting use of telephone instruments equipped with keys/button, each of which generates a distinctive tone, for the origination of calls. Touch Calling Service is offered for use with customer lines served from a central office equipped to furnish the service.

TRENCHING COSTS

Cost of excavating, backfilling and compacting, and, where necessary, cost of breaking and replacing pavement and of restoring landscaping.

TRUNK

An "Access Line Arrangement" providing service for a PBX.

UNDERGROUND SERVICE CONNECTION

A customer's "drop" wire which is run underground from a pole line or an underground distributing cable.

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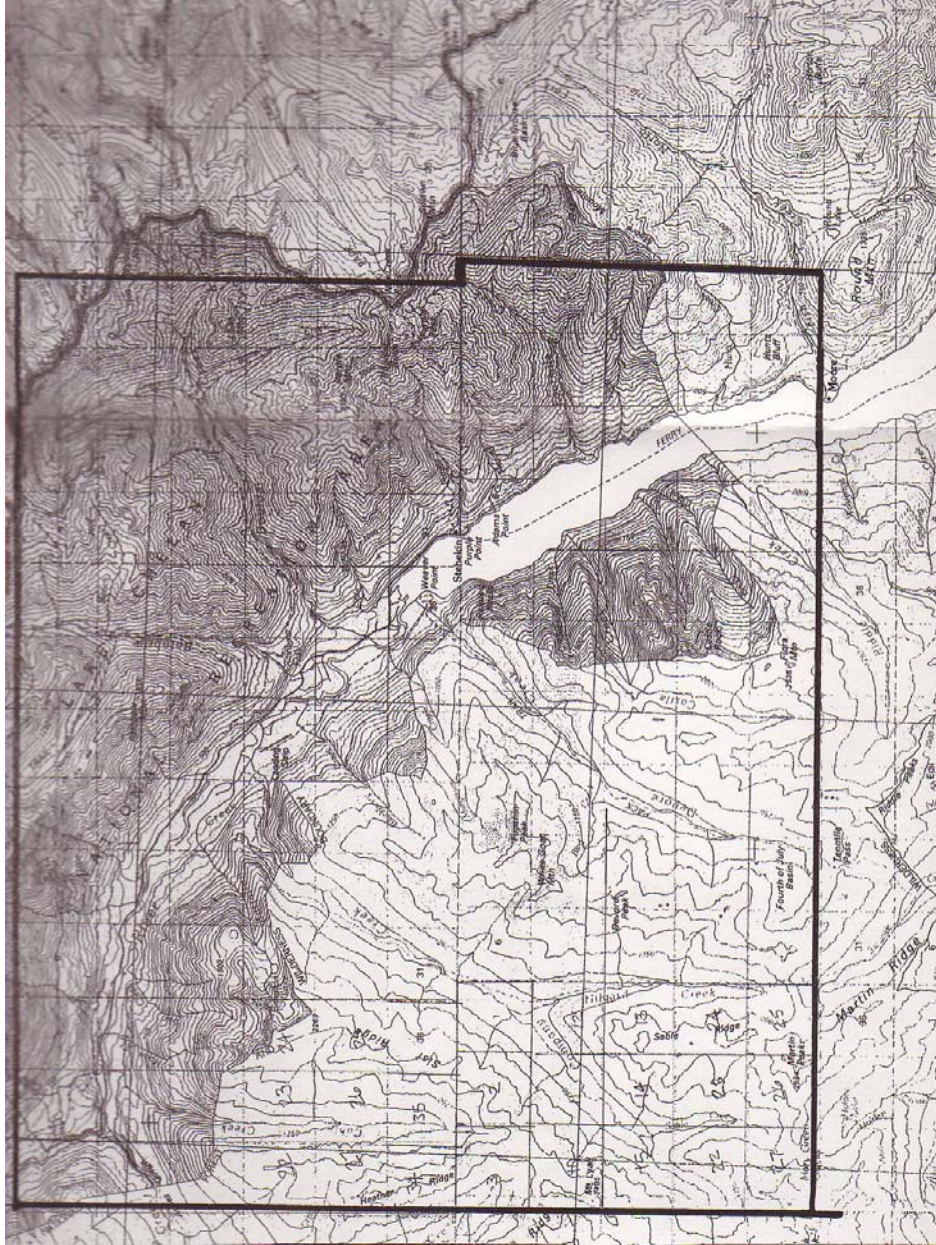
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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL



STEHEKIN EXCHANGE AREA MAP

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

BASIC LOCAL EXCHANGE ACCESS LINE SERVICE

LOCAL EXCHANGE ACCESS LINE SERVICE

A. General

1. Basic local exchange access line service is provided by means of a circuit directly connecting the central office switching equipment with the Customer's premises to enable the establishment of telephone communications between stations in the same or different exchange at the monthly rates contained in this Tariff. The facilities used to furnish local exchange access line service are also used to furnish toll telephone service at rates for such services.

This service enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access enhanced 911 Emergency Service;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services;
- access Directory Assistance for the local calling area;
- place or receive calls to or from 800 telephone numbers;
- access Telecommunication Relay Service

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

BASIC LOCAL EXCHANGE ACCESS LINE SERVICE

LOCAL EXCHANGE ACCESS LINE SERVICE (Continued)

A. General (Continued)

2. Conditions (Continued)

- b. Applicable taxes levied by state, county and local taxing authorities are added to the rates set forth in this section.
- c. Service charges as specified in the "Service Connection Charge" section of this Tariff apply to Local Exchange Access Line Service.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

BASIC LOCAL EXCHANGE ACCESS LINE SERVICE

LOCAL EXCHANGE ACCESS LINE SERVICE (Continued)

B. Exchange Access Line Rates

<u>Business Service</u>	<u>Monthly Rate</u>
One Party, single line, each line	\$35.00
One Party, multi line, each line	\$35.00
Key Telephone Service and PBX, each trunk	\$40.00

<u>Residential Service</u>	<u>Monthly Rate</u>
One Party, each line	\$25.00

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

END USER LINE CHARGE

A. End User Line Charge

The Company will assess an End User Line Charge to end users who obtain local exchange service from the Company under its general and/or local exchange Tariffs.

1. General Description

End User Line Charge provides for the use of an End User Common Line (EUCL).

2. Limitations

(a) Exclusions

Telephone number detail billing, directory listings and intercept arrangements are not included with the End User Line Charge.

(b) Lifeline Assistance

Lifeline Assistance plans may reduce or eliminate End User Line Charges to certain qualifying end users.

3. Undertaking of the Company

The Company will provide End User Line Charges at rates and charges as set forth in Section B as follows:

- Use of an EUCL for interstate Access services provided by the Company. Such use will be provided when the end user obtains local exchange service.
- The Company will be responsible for contacts and arrangements with customers for the billing of End User Line Charges.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

END USER LINE CHARGE

A. End User Line Charge (Cont'd)

4. Obligations of Radio Common Carriers

When the end user is a Radio Common Carrier (RCC) or provider of paging service, such end users shall designate whether the local exchange service they are provided by the Company is used as an access line for RCC or paging services, or used as an administrative line.

5. Payment Arrangements and Credit Allowances

a. Minimum Period

The minimum period for which an EUCL End User Line Charge is provided to an end user and for which charges are applicable is the same as that for the associated local exchange service.

b. Cancellation of Orders

End User Line Charge is cancelled when the order for the associated local telephone exchange service is cancelled. No additional cancellation charges apply.

c. Changes to Orders

When changes are made to orders for the local exchange service associated with End User Line Charge, any necessary changes will be made to the End User Line Charge. No additional charges will apply.

d. Allowance for Interruptions

When there is an interruption to an EUCL, requested End User Line Charge credit allowances for interruptions will be provided as set forth for credit allowance for interruptions in General Rules and Regulations Section D.3. of this Tariff.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

END USER LINE CHARGE

A. End User Line Charge (Cont'd)

5. Payment Arrangements and Credit Allowances (Cont'd)

e. Temporary Suspension of Service

When an end user temporarily suspends its local exchange service which is associated with EUCL, one-half of the monthly End User Line Charge will be temporarily suspended for the time period the local exchange service is suspended.

6. Rate Regulations

a. Who Is Billed

End User Line Charges per month will be billed monthly to the end user of the associated Local Exchange Service.

b. Pay Telephone Service

The End User Line Charge Multiline Business rate will be assessed when a Payphone Service Provider obtains an exchange service line for the purposes of offering pay telephone service.

c. Residence Service

(1) Single Line and Multiline Service

When an end user is provided local residence exchange service(s) the End User Line Charge Residence - Individual line or trunk rate as set forth in Section B.1.a following, applies to each such local residence exchange trunk. These rates may be reduced as set forth in Section A.6.g following.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

END USER LINE CHARGE

A. End User Line Charge (Cont'd)

6. Rate Regulations (Cont'd)

d. Business Services

(1) Single Line Service

When an end user is provided a single line local business exchange service, the Single Line Business - Individual Line or trunk rate as set forth in Section B.1.b following, applies to each such business individual line or trunk.

(2) Multiline Service

When an end user is provided more than one local business exchange service, pay telephone included, End User Line Charge-Multiline Business - Individual line or trunk rate as set forth in Section B.1.c following, applies to each such Multiline Business individual line or trunk.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

END USER LINE CHARGE

A. End User Line Charge (Cont'd)

6. Rate Regulations (Cont'd)

e. Radio Common Carriers

For each local exchange service used only as a path for the transmission of Radio Common Carrier (RCC) traffic between the Company serving wire center and the RCC's radio equipment, End User Line Charges do not apply. End User Line Charges will apply to the Radio Common Carrier's local exchange service used for administrative purposes. This shall also include those Radio Common Carriers providing maritime service under Part 80 of the FCC Rules and Regulations.

A Radio Common Carrier is described as a common carrier engaged in the provision of Public Mobile Service, as defined in Part 22 of the FCC Rules and Regulations which is not also in the business of providing landline local exchange telephone service.

f. Remote Call Forwarding

For each local exchange service provided as Remote Call Forwarding (RCF) residential or business service, under End User Line Charges do not apply.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

END USER LINE CHARGE

A. End User Line Charge (Cont'd)

6. Rate Regulations (Cont'd)

g. Telephone Lifeline Assistance

When an End User qualifies for the Telephone Lifeline Assistance plan under 47C.F.R. ¶ 54.400 et.seq. the Residential End User Line Charge shall be reduced in accordance with those rules.

B. End User Line Rates

1. End User Line Charge

Regulations concerning End User Access Service are set forth in Section A.6 preceding.

a. End User Line Charge - Residence

- Individual line, each \$6.50

b. End User Line Charge - Single Line Business

- Individual line, each \$6.50

c. End User Line Charge - Multiline Business

- Individual line or trunk, each \$9.20

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

MISCELLANEOUS SERVICE ARRANGEMENTS

CUSTOM CALLING SERVICE

A. General

Custom Calling Service comprises special features provided from the central office of the Utility, furnished with individual Residence and Business access line whose facilities and operating conditions permit.

B. Rates and Charges

Rate per Month

Call Forward Busy	\$3.50
Call Forward Don't Answer	\$3.50

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

MISCELLANEOUS SERVICE ARRANGEMENTS

CUSTOM CALLING SERVICE (Continued)

C. Conditions

1. When a Customer with one feature increases the number of features on a line, the respective feature combination rate will apply.
2. The charges and rates of this schedule are in addition to the charge for the station of the class, type and grade of service furnished.
3. Non-recurring charges for custom calling services may be waived for specified periods of time as part of a promotional campaign by the Company.

Note: A service order charge applies with each installation or change of service as specified in the "Service Connection Charge" section of this Tariff.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

MISCELLANEOUS SERVICE ARRANGEMENTS

ADVANCED CUSTOM CALLING (CLASS)

A. General

Advanced Custom Calling Service (CLASS) comprises special features provided from the central office of the Company furnished with individual Residence and Business access line where facilities and operating conditions permit.

B. Features and Charges

Monthly Rate

Caller ID – Name & Number	
With Call Waiting Caller ID	\$10.95
Caller ID - Call Blocking, per line	N/C
Caller ID - Call Blocking, per call	N/C
Caller ID – Call Unblocking, per call	N/C

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

MISCELLANEOUS SERVICE ARRANGEMENTS

ADVANCED CUSTOM CALLING (CLASS) (Continued)

C. Conditions

1. Each access line is required to be Touch Tone Calling equipped for all CLASS Features.
2. A non-recurring Service Order Charge shall apply as set forth under the Service Connection Charges section of this Tariff.
3. CLASS services are available to Customers having technically compatible features and Customer premise equipment. The Company is not responsible for the compatibility of products and services of outside vendors.
4. Initial installation of Call Blocking, per line is at no charge to the Customer. Subsequent orders for this feature, on the same line, will include non-recurring Service Order and Central Office Charges; provided that no such charge shall apply to law enforcement, domestic-violence and crisis-intervention agencies and, upon certification by a domestic-violence or crisis-intervention agency, to volunteers working for those agencies. Caller Identification - Blocking Per Call is always provided at no charge.
5. CLASS services will only be provided where technically and/or economically feasible.
6. Customers of Calling Number Delivery or Calling Name and Number Delivery may not, without permission of the calling party, publicize or disclose to third parties telephone number information obtained through use of these services. Failure to comply with this condition may subject the Customer to termination of these services.
7. Usage basis features will incur a per usage rate of \$0.75. In any one month the total usage billing per line will not exceed \$6.00 for each service.

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Title: President

ORIGINAL SHEET NO. 77

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

MISCELLANEOUS SERVICE ARRANGEMENTS

ADVANCED CUSTOM CALLING (CLASS) (Continued)

D. Conditions (Continued)

7. The Company cannot guarantee that Call Blocking will be successful. Except for gross negligence, or wanton or willful misconduct, the Company shall not be liable for any direct damages, and in no case shall be liable for consequential, incidental or special damages. The sole liability due to errors, omissions or mistakes shall be to refund the non-recurring charge, if any was assessed.
8. The charges and rate of CLASS Service are in addition to the charge for the station of the class, type and grade of service furnished.
9. Non-recurring charges for class features may be waived for specified periods of time as part of a promotional campaign by the Company.
10. Any Customer using a measured service type of line, including measured EAS service, will incur a usage charge on any call using any type of Call Forwarding or Call Last Return features.

E. Descriptions

1. Anonymous Call Rejection - Allows a Customer to block and route to an announcement, incoming calls from parties who have activated Call Blocking.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

MISCELLANEOUS SERVICE ARRANGEMENTS

ADVANCED CUSTOM CALLING (CLASS) (Continued)E. Descriptions (Continued)3. Caller ID

Calling Name and Number Delivery - Allows a Customer to view the directory name associated with a telephone number of an incoming call before answering. If the calling party has designated a call as private (pursuant to Call Blocking) or if the incoming call is handled by an operator, the calling name and number will not be displayed.

Calling Name and Number Delivery requires a telephone set or separate display unit capable of displaying the name and number information sent by the Central Office.

The name displayed shall be the name associated with the calling telephone number as shown on the Company's records. The Company, in its discretion, may abbreviate or limit that name for display purposes. The Company does not assure name accuracy, and it shall not be liable to any party for errors, omissions or mistakes. The Company's sole and only obligation shall be to reasonably correct errors in names when notified of such errors.

Caller ID with Call Waiting (CIDCW) - Enhances the caller ID and the calling name analog (CNAM) display features. Caller ID and CNAM provide the subscriber with the name and/or number of the calling party while the telephone is *on-hook* and ringing. When a call is *in progress*, the CIDCW feature displays the name and number of the caller after first sending a call waiting tone. The CIDCW feature provides local area signaling services (LASS) calling name/number display to *off-hook* analog lines receiving an incoming call. When the subscriber receives a call waiting tone, caller ID data including name and number is displayed on the subscriber's customer premise equipment. The subscriber may then ignore the waiting call or flash to answer it.

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MISCELLANEOUS SERVICE ARRANGEMENTS

ADVANCED CUSTOM CALLING (CLASS) (Continued)E. Descriptions (Continued)

5. Call Blocking - Per Line - Provides a Customer blocking of the delivery of the Customers directory number and name to the called party on a continuous basis. ANI services are not effected; i.e., E911, operator, etc
6. Call Blocking - Per Call - Enables the calling party to control the delivery of his/her telephone number and/or name to the called party by temporarily changing the public/private status indicator of the telephone number. A Customer must dial *67 before each call to change the indicator from public to private. "Public Status" allows delivery of the telephone number/name. "Private Status" delivers a private indicator only.
7. Continuous Redial - Allows a Customer to dial a code that will cause the feature to automatically redial the last number the Customer dialed. If the called number is busy, the feature will redial the called number for a limited period of time. A distinctive ring alerts the Customer when the called number becomes available. When the Customer lifts the handset, the call will be automatically dialed. The Customer can continue to originate and receive calls without affecting the redial request. The continuous redial request can be cancelled by dialing the repeat dial deactivation code.
8. Distinctive Ringing - Allows a Customer to have one additional phone number on their existing line. A separate number is assigned with a distinctive ring so the called party can determine for whom the call is intended. A separate directory listing is included with this service.

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MISCELLANEOUS SERVICE ARRANGEMENTS

ADVANCED CUSTOM CALLING (CLASS) (Continued)E. Descriptions (Continued)

9. Last Call Return - Allows a Customer to dial a code that will cause the feature to automatically redial the number of the last incoming call to that line, whether the call was answered or not. The Customer does not have to know the number of the calling party. If the calling party's number is blocked, by the calling party, the service will not return the call. If the called number is busy, the feature will redial the called number for a limited period of time. A tone alerts the Customer when the called line is available.
10. Selective Call Acceptance - Allows a Customer to assign a maximum of fifteen callers' telephone numbers to a special list. The Customer will hear a distinctive ring at his/her location when calls are received from callers' telephone numbers on that list. Calls from telephone numbers not included on the screening list will produce a normal ringing pattern or call waiting tone.
11. Selective Call Forwarding - Allows a Customer to specify a special list of a maximum of fifteen telephone numbers. Incoming calls placed to the Customer from telephone numbers on that list will automatically be forwarded to a predefined telephone number. All other calls will be handled normally. Any message toll charges applicable to the forwarding are assessed to the Customer with the Call Forwarding Feature.

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MISCELLANEOUS SERVICE ARRANGEMENTS

ADVANCED CUSTOM CALLING (CLASS) (Continued)

E. Descriptions (Continued)

12. Selective Call Rejection - Enables a Customer to reject call attempts from up to fifteen numbers of calling parties by dialing a code and the telephone numbers of calls to be rejected. Any and all attempts to the Customer from these numbers will be prevented from terminating to the Customer and will instead be connected to an announcement informing the caller that the call is not presently being accepted by the called party. A Customer may also reject future calls from the most recent call received by dialing a code after completing the call.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

MISCELLANEOUS SERVICE ARRANGEMENTS

DIRECTORY LISTINGSA. General

1. Additional listings are for the purpose of identifying the subscriber's number, and are not for the purpose of advertising his business.
2. Each subscriber is entitled to one listing in the alphabetical section of the directory.
3. Non-listed telephone numbers are not listed in the telephone directory but may be obtained from Directory Assistance (Information). Non-published telephone numbers are neither listed in the telephone directory nor given out by Directory Assistance (Information).
4. Any subscriber requesting to change from one non-published number to another non-published number will be charged a non-recurring rate of \$16.00.
5. Each business subscriber is entitled to one listing in the alphabetical section of the directory and one listing under the business classification of his choice in the classified section.

B. Rates

1. The following rates are applicable to the alphabetical section of the telephone directory.

	Rate per Month	
	Business	Residence
a. Additional listing	\$.50	\$.35
b. Non-Published telephone number	\$.50	\$.50
c. Non-Listed telephone number	\$.50	\$.50

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

MISCELLANEOUS SERVICE ARRANGEMENTS

OFF PREMISE EXTENSION SERVICE

		Rate Per Month	
		<u>Business</u>	<u>Residence</u>
A.	Contiguous property	Special construction charges apply if necessary to build facility – no monthly rate.	
	Non-Contiguous property		
	First ¼ mile or fraction thereof	\$2.50	\$2.50
	Each additional ¼ mile or fraction thereof	\$1.25	\$1.25
B.	<u>Conditions</u>		
	1. The off-premises extension charge applies to each extension located outside the building in which the primary station is located.		
	2. Off-premises extensions may be furnished in connection with all classes and grades of local service except public payphone service.		
	3. Off-premises extensions may be terminated on the premises of another customer provided the other customer has separate service at the same location. This service is not a substitute for and may not be used in lieu of intraexchange private line service.		
	4. All mileage is measure in airline miles.		
	5. Rates are in addition to Exchange Service for the appropriate class of service as found under the Basic Local Exchange Access Line Service section.		
	6. If service arrangements and facilities do not allow this service to be provided without special construction, the service will not be available. In such cases, where feasible, the Customer and the Company may arrange for the construction of facilities under an Individual Case Basis Contract.		

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

SERVICE CONNECTION CHARGES

A. General

1. A service charge consisting of one or more of the charges shown in this section is applicable for the following activities undertaken at Customer request:
 - a. Connections
 - b. Changes of class, type or grade of service
2. The charges specified herein do not contemplate work begun being interrupted by the Customer. If the Customer interrupts work once begun, a charge in addition to the specified charges will be made equal to the additional cost involved.

B. Conditions

1. Service Order and Line Connection charges are in addition to rates and any other charges normally applying under the Tariffs, except where such application is specifically excluded. They apply in addition to installation, change, termination or construction charges specifically stated in connection with the various services described in the Company's Tariffs. The non-recurring charges in this Tariff section also apply for service connection or change of services that have no other non-recurring charge.
2. Payment of Service Charges
 - a. Payment of service charges for the initial establishment of service may be required prior to the establishment of service. (See General Rules and Regulations).

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

SERVICE CONNECTION CHARGES

C. Applications

1. Charges

- a. Service Order charge encompasses receiving and processing an order for service at a customers premise or for any requested change that effects such service. The charge applies once for each access line for all installations, moves and changes, ordered or contracted for by the customer at the same time and for the same due date.
- b. Line Connection charge is applicable to any work done to connect the customers facilities at the central office and between the central office and the station interface protector at the customers premise, if applicable.
- c. Supersedure charge is in lieu of the Service Order charge and is the transfer of service, telephone number and billing responsibility from one customer to another as defined in the Definitions sections of this Tariff.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

SERVICE CONNECTION CHARGES

C. Applications (Continued)

2. Primary Interexchange Carrier Change Charge (PIC Change Charge) applies each time an end user changes primary interexchange carriers. This charge is designed to cover costs incurred to change primary interexchange carriers in the billing and switching systems. This charge is also in lieu of the Service Order Charge.
3. Time and Material Charge
 - a. Time and Material Charges applies to all work performed at the Customer's premises on the Customer's side of the demarcation point up to but not including the network interface.
 - b. Time charges are billed on a 15 minute increment basis with a minimum charge applicable for the first 15 minutes. Chargeable time begins upon arrival at the premises and ends at the time work is finished (less any non-productive time).

D. Rates

- | | | |
|----|---------------------------|--------------------|
| 1. | Service Order Charge | \$ 8.00 |
| 2. | Line Connection | \$ 8.00 |
| 3. | Supersedure | \$10.00 |
| 4. | PIC Change Charge | \$ 5.50 |
| 5. | Time and Material Charges | Average labor rate |

E. Insufficient Fund Check Charge

1. A charge of \$25.00 will be made when a check received for payment of service and is subsequently returned by the bank unpaid.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

SERVICE CONNECTION CHARGES

F. Exceptions

1. Service Charges Do Not Apply to:

- a. Visits to a Customer's premises solely for the purpose of repair maintenance or disconnection of Telephone Company provided service, except where Maintenance of Service Charges apply. (See Connection with Customer-Provided Equipment and Facilities.)
- b. Upgrade in service, or concurrent moves or changes necessitated by a change in the class or grade of service or by a change in central office operation.
- c. Service reestablished after the destruction of the Customer's premises by fire, flood or other similar causes beyond the Customer's control, where the same amount of service is reestablished with a reasonable period of time at the same or different location. If, under the preceding conditions, service is installed at another location and then subsequently reestablished at the original location, Service Charges will apply for the subsequent installation.
- d. A change from listed telephone service to unlisted or non-published telephone service necessitated by communications which are received that are of an annoying, foul or profane nature.
- e. A change of telephone number when initiated by the Company.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

PRIMARY INTEREXCHANGE CARRIER ACCESS

A. Presubscription

1. InterLATA

- a. InterLATA Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IC) to access, without an access code, for intrastate interLATA calls. This IC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select the Company as its PIC, or may select any other IC that orders originating Feature Group D Switched Access Service at the end office that serves the end user. After the end user's initial selection of a predesignated IC, for any additional change in selection, a non-recurring charge, as set forth in Section (3) below applies.
- b. New end users who are served by end offices equipped with Feature Group D, will be asked to be presubscribed to an IC at the time they place an order with the Company for Exchange Access Service. They may select either of the following options. There will be no additional charge for this initial selection.
 - Designate an IC as a PIC and dial 10XXXX to reach other ICs.
 - End users who do not choose an IC as a PIC, will be randomly assigned a PIC based on the ratio of customer selected ICs.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

PRIMARY INTEREXCHANGE CARRIER ACCESS

A. Presubscription (Continued)

1. InterLATA (Continued)

b. (Continued)

Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge as set forth in Section (3) below applies. This charge is billed to the end user which is the subscriber to the Exchange Access Service and applies only for selection of an IC which provides only intrastate service.

2. IntraLATA

a. IntraLATA Presubscription (ILP) is an arrangement whereby an Exchange Service customer of the Company may select and designate either the Company or another qualified carrier as the presubscribed carrier for "normally dialed" qualifying calls made from that customer's Exchange Access Line. Calls qualifying for IntraLATA presubscription are intrastate intraLATA calls that are designated as intraLATA Region to Region calls or intraLATA toll calls.

- Only one ILP (PIC) may be selected for a single Exchange Access Line, but that carrier need not be the same as the presubscribed interLATA carrier for that line.
- The following categories of calls from a customer's line will be carried over the Company's network, notwithstanding the ILP PIC selection for that line:
 - All Directory Assistance calls dialed without a carrier access code made using Directory Assistance; calls to 911, calls to Information Service Providers (e.g., 976, 700, 540), etc.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

PRIMARY INTEREXCHANGE CARRIER ACCESS

A. Presubscription (Continued)

2. IntraLATA (Continued)

- b. The following regulations are applicable to Exchange Service customers where ILP is applicable:
- New line customers will be given an opportunity to select an ILP PIC at the time they place an order for Exchange Access Service. If the new line customer fails to select an ILP carrier, the customer will be randomly assigned an ILP based on the ratio of customer selected ILPs.
 - Customers who select a qualified carrier as their ILP PIC, may select a different carrier to carry particular qualifying calls, either by dialing 10XXX/101XXX or other necessary carrier access codes to reach the carrier of choice.
- c. The Company will follow the interim ILP procedures described below during the ILP transition period following availability in the exchange.
- Customers will be provided a list of participating ILP carriers upon request. Customers desiring additional information on participating ILP carriers, will be provided with the carriers telephone number (if provided by the carrier).

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

PRIMARY INTEREXCHANGE CARRIER ACCESS

A. Presubscription (Continued)

2. IntraLATA (Continued)

- d. The Company will investigate claims from customers that a carrier submitted an ILP PIC change request without appropriate authorization from the customer.
- e. A Customer will be billed a nonrecurring charge for ILP PIC changes, except as set forth below:
 - There will be no charge for an initial ILP PIC change made in each exchange for ninety (90) days following the availability of ILP in the exchange.
 - Subsequent to the ninety (90) day Transition Period, there will be no charge for an initial ILP PIC change made by new service customers during the first thirty (30) days following the availability of ILP in the exchange.
 - The nonrecurring charge for an ILP PIC change is set forth in Section (6) below.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

PRIMARY INTEREXCHANGE CARRIER ACCESS

A. Presubscription (Continued)

2. IntraLATA (Continued)

- g. The Company will notify potential carriers thirty (30) days prior to the initial availability of presubscription in specific market areas. Carriers will have the option of participating in all market areas or in a specific market area.

3. Unauthorized PIC Change

If an IC requests a Primary Interexchange Carrier (PIC) change on behalf of a billed party (e.g., an end user), and the billed party subsequently denies requesting the change, and the IC is unable to substantiate the change with a letter of authorization signed by the billed party; then:

- The billed party will be reassigned to their previously selected IC. No charge will apply to the billed party for this reassignment.
- The Unauthorized Presubscription Change Charge as set forth below will apply to the IC that requested the unauthorized PIC change. This charge is applied in addition to the PIC change charge set forth in preceding Section 1.b.(6).

Unauthorized PIC Change ChargeNon-Recurring

Per Line or Trunk

\$25

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

CONSTRUCTION CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

LINE EXTENSIONS

A. Application

The Company will build extensions to plant to serve bona fide subscribers as outlined below.

B. Charges

1. For line extensions that qualify for treatment pursuant to WAC 480-120-071, said provisions shall apply. All other line extensions shall be on an ICB basis.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

CONNECTION WITH CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

RULES AND REGULATIONS

A. General

1. Customer-provided circuitry and terminal equipment may be connected at the Customer's premises to facilities furnished by the Company for use with exchange service in compliance with Part 68, Subpart B of the Federal Communication Commission Rules and Regulations as in effect June 1, 1997.
2. The General Rules and Regulations contained in this Tariff apply. In any instance where the Tariff of the Company conflicts with the effective order of the FCC, the FCC order will have precedence.

B. Responsibility of the Customer

1. A Customer must make application to the Company before connecting Customer-provided terminal equipment, protective circuitry, data equipment, or communications systems, to the exchange and message toll network. Such application may be made verbally prior to the desired in-service date and shall include the following:
 - a. The type and manufacture of each item of equipment of the FCC registration number and ringer equivalence number of the registered terminal equipment or registered protective circuitry.
 - b. The number of access services desired.

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CONNECTION WITH CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

RULES AND REGULATIONS (Continued)

B. Responsibility of the Customer (Continued)

2. Upon notification from the Company that the Customer-provided equipment is causing or is likely to cause harm, the Customer shall make such change as is necessary to remove such harm. Failure to make such change will result in disconnection of service until such change is completed to the satisfaction of the Company.
3. The Customer will be responsible for the payment of charges for service calls by Company employees to the Customer's premises where a service difficulty or trouble report results from Customer-provided equipment.
4. The Customer may be required, as a condition of service, to pay in full all sums due the Company including, but not limited to, installation charges, minimum charges, reimbursement for loss or damage to Company facilities, and maintenance of service charges as may apply.
5. An access-line Customer must subscribe to, and be capable of providing operation for, sufficient quantities of access lines to provide adequate access to his Customer provided equipment in accordance with accepted communication industry standards.
6. Use of Company facilities or service in connection with any device for recorded public announcements is subject to the following conditions:

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

CONNECTION WITH CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

RULES AND REGULATIONS (Continued)

B. Responsibility of the Customer (Continued)

6. a. For purposes of identification, Customers to telephone service who transmit recorded public announcement over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided.
- b. Customers transmitting factual public announcements such as time, stock market quotations, airline schedules and similar information are excluded from the preceding conditions.
- c. Non-published telephone service will not be furnished for use with recorded public announcements.
- d. Failure to comply with the provisions of this Tariff and those of WAC 480-120-088 shall be cause for termination of the service.

C. Responsibility of the Company

1. The technical criteria relative to provision of Customer-provided systems and equipment is as set forth in Part 68 of the FCC Rules and Regulations.
2. The Company shall not be responsible to the Customer for changes in the technical criteria or in any of the facilities, operations or procedures initiated by the Company or appropriate regulatory agencies which might render any Customer-provided equipment obsolete or require modification or alteration of such equipment or otherwise affect its use or performance. The Company will notify a Customer in advance of changes in technical criteria, operations or procedures which might affect Customer-provided equipment or systems.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

CONNECTION WITH CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

RULES AND REGULATIONS (Continued)

C. Responsibility of the Company (Continued)

3. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications systems or equipment.

CONNECTION TO COMPANY FACILITIES VIA PROTECTIVE CIRCUITRY

- A. Customer-provided terminal equipment not conforming with Part 68 of the Federal Communications Commission Rules and Regulations may be connected to Westgate Communications LLC, d/b/a WeavTel facilities for telecommunications service via protective circuitry provided by the Company.
- B. The utility shall not be responsible for the through transmission of signals generated by Customer-provided equipment or systems or for the quality of, or defects in such transmission, or the reception of signals by Customer-provided equipment or systems.

CUSTOMER-OWNED INSIDE WIRE

A. General

1. Premises inside wire and jacks associated with residence and business line Exchange Telephone Services shall be provided by the Customer.
2. When the Customer, or someone on the Customer's behalf, provided, maintains or attempts to provide or maintain inside wire, the Customer shall indemnify and hold the Company harmless from any and all liability for damage to property or death of or injury to any person or persons directly or indirectly arising out of or caused, in whole or in part, by the Customer's acts or those of anyone acting on the Customer's behalf.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

CONNECTION WITH CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

CUSTOMER-OWNED INSIDE WIRE

B. Responsibility of the Customer

1. The installation of inside wire and jacks must be in accordance with all FCC, National Electrical Safety Codes, and any other applicable requirements.
2. The Customer assumes the risk of loss of service, damage to property or death to or injury of the Customer or anyone acting on behalf of the Customer with regard to maintenance of inside wire and jacks.
3. In those instances where the Company makes a repair visit to the Customer's premises and the service difficulty or trouble results from inside wire or jacks the Customer is responsible for payment of the repairs made.

C. Violation of Regulations

1. Where any inside wire and jacks have been installed or any inside wire and jacks have been maintained by the Customer in violation of the technical standards referenced in Paragraph D. herein the Company will promptly notify the Customer of the violation and will take such immediate action, including the disconnection of service, as is necessary for the protection of the telecommunications network and Company employees.

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CONNECTION WITH CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

CUSTOMER-OWNED INSIDE WIRE (Continued)

C. Violation of Regulations (Continued)

2. The Customer shall discontinue use of the inside wire and jacks or correct the violation and notify the Company in writing within 10 days after receipt of such notice that the violation has been corrected.
3. Failure of the Customer to discontinue such use or to correct the violation will result in the suspension of the Customer's service until such time as the Customer complies with the provisions of the Tariff.

OPERATOR ASSISTANCE

- A. A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. In addition to the rates specified for local exchange service, surcharges as specified in this section will apply:
- B. Third Number Billing: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

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By: Richard L. Weaver

Title: President

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

CONNECTION WITH CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

OPERATOR ASSISTANCE (Continued)

- C. Calling Cards: Provides the Customer with the capability to place a call using a calling card of an interexchange carrier with or without the assistance of an operator.
- D. Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.
- E. Person to Person: Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.
- F. Station to Station: Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.
- G. General Assistance: The Customer has the option to request general information from the operator, such as dialing instructions, country or city codes, area code information and Customer Service 800 telephone numbers, but does not request the operator to complete the call.
- H. Operator Assisted Surcharges: Charges shall be assessed by the customer's interexchange carrier provider.
- I. Busy Line Verification and Interrupt Service: Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:

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CONNECTION WITH CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

OPERATOR ASSISTANCE (Continued)

1. Busy Line Verification and Interrupt Service (Continued)

- a. Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.
- b. Busy Line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests information.
- c. Rates: Rates for Busy Line Verification and Interrupt Service will apply under the following circumstances:
 - (1) The operator verifies that the line is busy with a call in progress.
 - (2) The operator verifies that the line is available for incoming calls.
 - (3) The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

Per Request:

Busy Line Verification - Charges shall be assessed by the customer's interexchange carrier provider.

Busy Line Verification and Interrupt - Charges shall be assessed by the customer's interexchange carrier provider.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

PROMOTIONAL OFFERINGS

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made.

INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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WESTGATE COMMUNICATIONS LLC, D/B/A WEAATEL

INTRASTATE ACCESS CHARGES

WASHINGTON EXCHANGE CARRIER ASSOCIATION

The company concurs in the Terms and Conditions of the Washington Exchange Carrier Association Access Charge Tariffs WN U-1 (Common Line and USF) and WN U-2 (Switched and Special Access).

ACCESS CHARGE RATESCommon Line:

1. Carrier Common Line:
 - a. Originating see WECA Tariff WN U-1
 - b. Terminating see WECA Tariff WN U-1

Switched Access:

1. Local Transport:
 - a. Local Transport Termination \$ 0.01600 per minute
 - b. Local Transport Facility \$ 0.00200 per minute
2. End Office Switching:
 - a. End Office Switching \$ 0.02600 per minute
 - b. End Office Line Termination \$ 0.02300 per minute
 - c. End Office Intercept \$ 0.01600 per 100 min.
 - d. End Office DA Surcharge \$ 0.06500 per 100 min.
3. Interim Terminating Access Charges:
 - a. Traffic Sensitive Terminating Additive \$ 0.04300 per minute
 - b. Traffic Sensitive Terminating Credit \$-0.04300 per minute
4. Washington Universal Service Rate Additive:
 - a. USF Rate Additive \$ 0.00152 per minute

Special Access

1. 2-wire Voice Grade Transport \$85.00 per Trunk

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