

REGULATIONS AND SCHEDULE OF CHARGES
FOR NON-FACILITIES BASED RESALE OF LONG DISTANCE
TELECOMMUNICATIONS SERVICES WITHIN
THE STATE OF KENTUCKY

This Tariff No. 2 contains the descriptions, regulations, and rates applicable to the furnishing of non-facilities based resale of long distance telecommunications services within the State of Kentucky, provided by PLG North, Inc. ("the Company"), with principal offices at One Kendall Square, Cambridge, MA 02139. This is on file with the Kentucky Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 26 2001

PURSUANT TO 807 KAR 5:011,
SECTION 9(1)

BY: Stephan D. Bee
SECRETARY OF THE COMMISSION

Issued: September 26, 2001

Effective: October 26, 2001

Issued By: Stan Kugell
Vice President
PLG North, Inc.
One Kendall Square
Cambridge, MA 02139-0035

CHECK SHEET

Sheets 1 through 31 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original Tariff and are currently in effect as of the date on the bottom of this page.

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Original
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EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue
- I - Change Resulting In An Increase to A Customer's Bill
- M - Moved from Another Tariff Location
- N - New Rate or Regulation
- R - Change Resulting In A Reduction to A Customer's Bill
- T - Change in Text or Regulation But No Change In Rate or Charge

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Kentucky PSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are four levels of paragraph coding. Each level of coding is subservient to its next higher level:
2.
2.1.
2.1.1.
2.1.1.A.
- D. Check Sheets - When a tariff filing is made with the Kentucky PSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Kentucky PSC.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this are defined below.

- 1.1. Access Line.
An arrangement which connects the calling customer's location to a Company network switching center or a switching center of one of the Company's underlying carriers.
- 1.2. Authorization Code.
A numerical code, one or more of which are available to a customer to enable him/her to access the Company, and which are used by the Company both to prevent unauthorized access to its facilities and to identify the customer for billing purposes.
- 1.3. Called Station.
Denotes the terminating point of a call (i.e., the called telephone number).
- 1.4. Company.
Pilgrim Telephone, Inc. ("The Company").
- 1.5. Customer.
The person, firm, corporation or other entity which orders service and is responsible for payment of charges due and for compliance with the Company's regulations.
- 1.6. Day.
From 8:00 AM up to but not including 5:00 PM local time at the originating terminal on Monday through Friday.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS- CONTINUED

- 1.7 End User.
A person initiating an intrastate telephone call using the services of the Company.
- 1.8 Evening.
From 5:00 PM up to but not including 11:00 PM local time at the originating terminal on Sunday through Friday.
- 1.9 Interoperating Calls.
Calls placed by the end users or customers of an Interoperating Carrier, terminated to or switched through the Company or Subscriber, and creating a chargeable event that is billed to the customer or end users of the Interoperating Carrier.
- 1.10 Interoperating Carrier.
Any telecommunications service provider whose customers access or use any equipment, service or facility offered by the Company or Subscribers of the Company.
- 1.11 LATA - (Local Access and Transport Area).
A geographic area established as required by the Modified Final Judgment entered in United States v. Western Electric Co., Inc., 552 F. Supp. 131 (D.D.C. 1982), within which a local exchange telephone company provides communication services.
- 1.12 LEC - Local exchange telephone company.
- 1.13 Night/Weekend.
From 11:00 PM up to but not including 8:00 AM on Sunday through Friday, and 8:00 AM on Saturday up to but not including 5:00 PM Sunday.
- 1.14 Subscriber.
A customer of the Company to whom the Company provides services which may be billed to end users or customers of Interoperating Carriers by the Company or the Interoperating Carriers.

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1.15. Underlying Carrier.

A facilities based provider of telecommunication services from whom the Company acquires services which it resells to its customers.

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SECTION 2 - RULES AND REGULATIONS2.1. Undertaking of The Company.

- 2.1.1. The Company provides telecommunications services throughout the State of Kentucky through the resale of services offered by other authorized carriers.
- 2.1.2. The Company installs, operates and maintains the communication services provided hereunder in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company network. The customer shall be responsible for all charges due for such service arrangements.
- 2.1.3. The Company's services and facilities are provided both on a casual and on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.
- 2.1.4. (Reserve for future use.)
- 2.1.5. The Company will provide the same level of service repair response times, installation response times and call completion rates as those of its underlying carriers, and otherwise required by law. The Company's installation response and call completion rates may be adversely impacted by technical shortages and limitations on service imposed by underlying carriers.

2.2. Limitations.

- 2.2.1. Certain operator assistance functions are referred to a local exchange operator.
- 2.2.2. Service is offered subject to the availability of facilities and the provisions of this tariff.

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- 2.2.3. The Company reserves the right to discontinue furnishing service, or to limit the use of service necessitated by conditions beyond its control; or when the customer or end user is using service in violation of the law or the provisions of this tariff.
- 2.2.4. Neither customers nor end users may use the services furnished by the Company in violation of any law or any provision of this tariff.
- 2.2.5. The Company's provision of services is contingent on its ability to obtain services and facilities from other carriers, and interconnect with other carriers.
- 2.3. Liabilities of the Company.
- 2.3.1. Company's liability for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the transmission occurring in the course of furnishing service, channels or other facilities, and not caused by the negligence of the customers, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in the transmission occur. For the purposes of computing such amount, a month is considered to have thirty (30) days.
- 2.3.2. In no event will Company be responsible for consequential damages or lost profits suffered by a customer, Subscriber, Interoperating Carrier or end user as a result of interrupted or unsatisfactory service, any other aspect of service provision by Companies, or any act or omission of Companies.
- 2.3.3. Company is not liable for any act or omission of any other company, companies or Subscribers furnishing services or a portion of any service. No agents or employees of other carriers, companies or Subscribers shall be deemed to be agents or employees of Company.
- 2.3.4. Company shall be indemnified and held harmless by a customer,

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Subscriber, Interoperating Carrier or end user against:

- 2.3.4.A. Claims for libel, slander or infringement of copyright arising out of the material, data, information or other content transmitted over Company's channels or facilities;
- 2.3.4.B. Patent infringement claims arising from combining or connecting Company-furnished channels with apparatus and systems of the customer; and
- 2.3.4.C. All other claims arising out of any act or omission of the customer, subscriber, Interoperating Carrier or end user in connection with any service provided by Company.
- 2.3.5. Company is not liable for any act or omission of any other company of companies, including, but not limited to any LEC, Interoperating Carrier, subscriber or underlying carrier furnishing a portion of the service.
- 2.3.6. Company does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The customer indemnifies and holds 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 or persons, for any personal injury 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 directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used.
- 2.3.7. Company is not liable for any defacement of, or damage to, the premises of a customer resulting from the furnishing of services or the attachment of instruments, apparatus and associated wiring furnished by Company on such customer's premises or by the installation or removal thereof, when

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such defacement of damage is not the result of Company negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of Company without written authorization.

2.4. Rules for Interoperating Carriers.

- 2.4.1 Each Interoperating Carrier shall reimburse the Company for the cost of any calls placed, or services used, by any of its customers, end users or subscribers via the Company's network, or terminated to the Company or its Subscribers, unless the Interoperating Carrier has timely submitted blocking requests as set forth in this section.
- 2.4.2 At intervals determined by the Company, the Company shall invoice Interoperating Carriers for Interoperating Calls not billed directly to the customers or end users of the Interoperating Carrier.
- 2.4.3 The Interoperating Carrier is under no obligation to bill or collect from its customers or end users for Interoperating calls. In the event that the Interoperating Carrier desires to seek reimbursement from its customers or end users for Interoperating Calls, and on written request of the Interoperating Carrier to the Company, the Company will provide sufficient call detail to the Interoperating Carrier for it to seek reimbursement from its customers or end users. The call detail will be provided by the Company in industry standard EMI format, as determined by the Company, limited to the following data fields: type of call, date and time of call, billed number, and cost of call. The Company may provide, at its sole discretion and when technically feasible, additional call detail information.
- 2.4.4 In no event shall the Company be liable to any Interoperating Carrier for Interoperating Calls, or direct, indirect, consequential or other costs, and Interoperating Carriers shall indemnify and hold harmless the Company for all costs and expenses, including legal fees and interest.
- 2.4.5 In the event that an Interoperating Carrier is a direct or indirect CMDS participant, the Company may, at its discretion, transmit call detail data to

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that Interoperating Carrier via CMDS.

- 2.4.6 An Interoperating Carrier may, at its option, provide the Company with a list of end users or customers of the Interoperating Carrier who have specifically requested blocking from access to long distance, collect calling, third number billing, enhanced and information services including voice mail, Telemessaging or pay-per-call services. The Company will block access to the end users or customers, for the services, identified by the Interoperating Carrier, to the extent technically feasible. All blocking information must be supplied to the Company in the manner and format specified by the Company, and must be supplied in a timely manner.
- 2.4.7 The Company may establish, at its sole discretion, data formats and update intervals for the transmission and refreshing of blocking data. Notice of such updates may be provided by the Company on the Web or under such other notification method as the Company, in its sole discretion, may choose. Interoperating Carriers shall provide data and updates in the format, manner and time intervals determined by the Company.
- 2.4.8 Each Interoperating Carrier represents and warrants, in each blocking request submission to the Company, that it will not identify any end user or customer as blocked unless that end user or customer has specifically requested blocking, and the Interoperating Carrier also blocks all long distance, collect, third number billed, enhanced and information service calls by the each identified end user or customer to all enumerated services provided by any other carrier, including the Interoperating Carrier.
- 2.4.9 The obligations of Interoperating Carriers apply regardless of the service type of the Interoperating Call, or access methods, trunks, facilities or equipment used. Interoperating Carriers shall not request, nor shall the Company be obligated to disclose, the Company's network operation or design criteria, marketing plans or methods, services, customer lists, access methods, facilities or equipment.
- 2.4.10 Interoperating Carriers agree to resolution of any disputes regarding

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Interoperating Calls to binding arbitration pursuant to the AAA rules for three arbitrator dispute resolution. In the event an Interoperating Carrier seeks judicial resolution of any dispute where the Company is a party, the Interoperating Carrier shall post a bond sufficient to cover the legal fees, costs and any damages that may be sustained by the Company.

2.5. Deposits.

The Company does not currently require a deposit.

2.6. Advance Payments.

The Company does not currently require an advance payment.

2.7. Taxes.

All state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.8. Responsibilities of the Customer.

2.8.1. The customer is responsible for taking all necessary legal steps for interconnecting the customer-provided terminal equipment or communications systems with Company facilities or services. The customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for such interconnection.

2.8.2. The customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or services, that the signals emitted into the Company network are of the proper mode, bandwidth, power and signal level for the intended use of the customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel or degrade service to other customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Company will permit such equipment to be connected with its channels without the use of protective interface devices.

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- 2.8.3. If the customer fails to maintain the equipment and/or system properly, with resulting imminent harm to Company equipment, personnel or the quality of service to other customers, 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, Company may, upon written notice, terminate the customer's service.
- 2.8.4. The Customer may not transfer or assign the use of service without the written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of service or facilities.
- 2.8.5. Company offers no exclusion for specific services.
- 2.9. Employee Concessions.
Company offers no special employee concessions.
- 2.10. Customer Billing Inquiries.
- 2.10.1. For billing of fixed charges, service is considered to be established upon the day in which the Company notifies the Customer of installation and testing of the Customer's service.
- 2.10.2. Usage charges will be billed monthly in arrears. Customer will be billed for all usage accrued beginning immediately upon access to the service. Customers will be billed for usage occurring during their specific 30-day billing cycle, which for purposes of computing charges shall be considered a month. The rates charged to a Customer will be the rates in effect on the first day of the Customer's billing cycle.
- 2.10.3. Monthly charges will be billed in advance of service and reflect the rates in effect as of the date of the invoice. A Customer's first invoice may contain charges from previous periods for service provided from the date of installation through the current invoice period.
- 2.10.4. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of the Company or an agency

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authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, or electronic funds transfer. Customer payments are considered prompt when received by the Company or its agent by the due date on the bill.

2.10.5. If written notice of a dispute as to charges is not received by the Company within thirty (30) days of the date a bill is issued, such charges shall be deemed to be correct and binding on the customer or end user.

2.10.6. (Reserved for future use.)

2.10.7. Any customer who has a question regarding his/her telephone bill may contact Customer Service, PLG North, Inc., One Kendall Square, Cambridge, Massachusetts 02139-0035. In the event that the Company does not resolve an issue to the Customer's satisfaction, the Customer may contact the Commission at:

Kentucky Public Service Commission
Consumer Services Division
211 Sower Blvd.
Frankfort, KY 40601
502-564-3940
1-800-772-4636
Fax (502-564-7397)

2.11. Timing of Calls.

The customer's long distance usage charge is based on actual usage of the Company's network. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision. When software answer supervision is employed, up to sixty (60) seconds of ring is allowed before it is billed as usage of the network. Chargeable time ends when

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Vice President
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One Kendall Square
Cambridge, MA 02139-0035

either party hangs up, thereby releasing the network connection.

2.12. Billing Increments.

The Company bills for an initial one minute minimum increment with additional increments of one minute thereafter. The Company does not bill customers for calls that are not completed (busy numbers, no answer, etc.).

2.13. Rounding.

The Company rounds the length of call up to the nearest minute unless otherwise specified.

2.14. Minimum Call Completion Rate.

A customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 99% during peak use periods for all Feature Group D services.

SECTION 3 - DESCRIPTION OF SERVICES

3.1. Interconnection.

3.1.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and other carriers shall be provided at the Customer's expense.

3.1.2 Interconnection with the facilities or service of other carriers shall be under the applicable terms and conditions of the underlying carriers's. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications systems with the Company's facilities. The Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection.

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3.2. Service Offerings.

- 3.2.1 The basic services which the Company may offer to customers calling from within the State of Kentucky include: travel card and 1-800 collect service.
- 3.2.2 (Reserved for future use.)
- 3.2.3 Communications services are offered to subscribers on both a casual and on a full time/monthly basis. The service enables consumers, guests, patrons, employees and other end users to place long distance calls from any telephone to other locations throughout the United States.
- 3.2.4 Communications over the Company's facilities are intercepted by an automated or live operator, who obtains and validates the caller's billing preference prior to the completion of the call. All calls are billed on a per minute usage charge basis, except as otherwise provided in this .
- 3.2.5 Access to the Company's operator services or operator assistance, including calling card completion, is made through 1OXXX-O+ or 1-800-0+ depending upon availability of service connections.
- 3.2.6 (Reserved for future use.)
- 3.2.7 The Company offers its services subject to the availability of the necessary facilities and/or equipment, and availability of billing, collection, and validation arrangements. The Company reserves the right to refuse to provide service to or from any location where such conditions are not available or acceptable.
- 3.2.8 Special Promotional Offerings - From time to time, the Company may offer its consumers or end users special discounts or service modifications. Such offerings may be limited to certain dates, times, locations, and service and will comply with this except that the rates may be less than stated herein. Such offerings will be made part of this tariff.

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3.3 Message Telecommunications Services.

The Company offers Operator Services and operator assistance by accessing an 800 type number or Company access code pursuant to this tariff. Operator Services and operator assistance are offered for the purpose of completing intrastate calls to any ten-digit number (area code plus seven-digit local number) in Kentucky. Collect calls only may be placed Station-to-Station.

3.4 (Reserved for Future Use.)

3.5. Calling Card Service.

3.5.1 The calling card service permits customers make and charge for calls over the Company network from any location, and to have the charges for the calls billed to the billed address associated with the calling card.

3.5.2 Obtaining a Calling Card: Calling cards may be obtained by writing to the Company and requesting the calling card, or by calling the Company access numbers, both 1+ and 1-800, and requesting authorization over the telephone. After performing the necessary credit checks, the Company may issue the calling card over the telephone, and reserves the right to instead notify the Customer in writing.

3.5.3 Charges For Obtaining Calling Cards: The Company levies no charge for requesting or obtaining a calling card.

3.5.4 Use of Calling Card: Calling cards may be used to charge the cost of any Company common carrier service. When reciprocal billing agreements exist with other carriers the Company may also accept the calling cards of those other carriers.

3.5.5 Billing for Calling Card Use: Charges incurred when using the Company calling cards will be billed to the Subscriber's telephone service as reflected in its billing address on file with the Company.

3.5.6 Reserved for Future Use.

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3.6. Collect Calls.

Charges for calls of this type will be included on the Billed Party's regular home or business telephone bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company. The Company reserves the right, either on its own behalf or through an intermediary, to bill charges for calls of this type directly to the consumer.

3.7. SafeCall™ Collect Calling Service.

3.7.1 SafeCall™ service is a the Company collect calling access service by an 800 type number or Company access code which permits a caller to place a collect call over the Company Telephone network without disclosing the location of call origin.

3.7.1.A The number placed in the FROM field on the billed party's account will reflect the general information and origination number of the Company's SafeCall™ service. The Company will not reveal the origination telephone number, area code, or locality of the call, unless ordered to disclose this information under an order from a court or other governmental authority of competent jurisdiction.

3.7.2.B Parties which agree to accept SafeCalls™ agree to pay the tariff charges for the service, and specifically concur in the origination information restrictions contained in this. Accepting parties agree to waive access to the originating number, origination area code, origination geographic location and any other identifying information upon acceptance of the call.

3.7.2.C End users using SafeCall™ are protected under the terms of this, and all applicable state and federal privacy and wiretap laws, and constitutional protections.

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3.7.2.D SafeCall™ is not available from aggregator locations.

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SECTION 4 – RATES AND CHARGES

- 4.1 Applicable.
This tariff sets forth the rates and charges applicable to interexchange calls originating and terminating within the state of Kentucky.
- 4.2 Availability of Service.
All classes of consumers are affected.
- 4.3 Application of Rate Tables.
All collect, SafeCall™, operator service, operator assistance and Option 1 calling card calls are billed at a rate of \$4.40 for the first minute and at a rate of \$0.45 per minute thereafter (See Rate Table).

FIXED SERVICE CHARGES

Calling Card	\$0.00
Collect	\$0.00
Credit Card	\$0.00
Person to Person	\$0.00
Third Party	\$0.00
Operator Assisted	\$0.00

- 4.4. Connection and Minimum Monthly Charges.
The Company does not currently have connection or minimum monthly charges.
- 4.5. Surcharges and Taxes (Federal).
All federal excise taxes and similar taxes, are billed as separate line items and are not included in the quoted rates.
- 4.6. Calculation of Distance.
Services offered by the Company are not distance sensitive. Any partial minute usage will be rounded up to the next minute.

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- 4.7. Time Periods for Rate Applicability.
Services are offered by The Company Telephone at a flat per minute rate. No time of day discounts apply.
- 4.8. Delayed Payment; Return Check Charges.
The Company reserves the right to assess a delayed payment charge of 1½% per month, and a \$20 charge for each returned check.
- 4.9. Restoration of Service.
The Company does not currently charge a restoration of service charge.
- 4.10. Special Promotions.
The Company may from time to time offer special promotions to its customers waiving certain charges. These promotions will be approved by the Commission with specific starting and ending dates and under no circumstances run for longer than 90 days in any 12 month period.
- 4.11 Bill Format

PLG North, Inc.	
PLG North, Inc. One Kendall Square Cambridge, MA 02139	Bill Date Account # Credit Limit Total Amount Due \$
THANK YOU FOR USING PLG NORTH – WE APPRECIATE YOUR BUSINESS Please return this page with your remittance	
PLG North One Kendall Square Cambridge, MA 02139	

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PLG North, Inc.**INVOICE**

Name	Bill date	
Phone #	Account Number	
	Charges	Credits
Previous Balance	\$	
Payment Received Thank You		
Charges Against Previous Bill		
Credits to Previous Bill		
Balance Forward	\$	
Monthly Charges		
Calling Services		
Federal Tax		
State & Local Taxes/Surcharges		
Total New Charges		
Total Amount Due	\$	

For Questions About Your Bill Please Call 1-800-915-1234

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PLG North, Inc.							
CALL DETAIL FOR (NAME)					ACCOUNT		
					PAGE		
DATE	TIME	RATE	FRM	DESTINATION	DIALED NUMBER	MIN	COST

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