LINCOLNVILLE NETWORKS, INC

TIDEWATER TELECOM, INC.

SCHEDULE OF

RATES, TERMS AND CONDITIONS

FOR

INTRASTATE TELEPHONE SERVICES

WITHIN

THE STATE OF MAINE

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GENERAL REGULATIONS

2.1 Application of Regulations

A. The regulations set forth herein apply to intrastate services and facilities furnished within the State of Maine by Lincolnville Networks, Inc. and Tidewater Telecom, Inc., hereinafter referred to as the Company.

Exchanges served by Lincolnville Networks, Inc.
Lincolnville
Lincolnville Beach

Exchanges served by Tidewater Telecom, Inc.
Bremen
Damariscotta
New Harbor
Sheepscot
South Bristol
Union

B. When services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply to that portion of the service or facilities furnished by it.

2.2 Undertaking of the Company

A. The Company does not undertake to transmit Messages, but offers the use of its facilities, where available, for communication between parties subject to the terms and conditions specified in these Schedules.

B. Any change in rate or regulations prescribed by the Maine Public Utilities Commission modifies the terms and regulations of Contracts to the extent of such change.

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GENERAL REGULATIONS

2.3 Application for Services

A. Applications for service may be made orally or in writing.

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2.4 Application of Business Rates

Business rates shall apply for any service that does not qualify for residential service rates as set forth in Section 2.5. Customers to whom business rates apply are not eligible to take Residential Economy Service.

GENERAL REGULATIONS

2.5 Application of Residence Rates

A. Residential service rates shall apply if the service is primarily for domestic purposes and the telephone number associated with the service is not included in any form of advertising for any business purpose.

GENERAL REGULATIONS

2.6 Advance Payments

A. At the time of application for service. an applicant may be required to pay Installation Charges that may be applicable, in addition to such special construction and Installation Charges that are to be borne by the applicant; except as covered elsewhere in these Schedules. The amount of the advance payment is credited to the Customer's account on the first bill rendered.

B. Federal, State, or Municipal government agencies may not be required to make advance payments.

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2.7 Establishment of Credit

A. The Company is not obligated to establish, furnish or continue to furnish service to any individual or firm that owes for service previously rendered at the same or different address until arrangements have been made to liquidate such previous indebtedness to the Company. In order to ensure the payment of all charges due for its service, the Company may require any Customer to establish and maintain the Customer's credit in one of the following ways:

1. In those cases where the applicant has not had previous telephone service, evidence of good credit standing in the community will be accepted.

2. By providing a suitable guarantee in writing, from a third party, whose credit references are acceptable.

3. By means of cash deposit.

B. When the Company does not accept an applicant's credit reference(s), it will inform the applicant, in writing, of the nonacceptance and the applicant's right to bring the matter to the attention of the Maine Public Utilities Commission.

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GENERAL REGULATIONS

2.8 Deposits

A. A deposit may be required for the purpose of establishing a Customer's credit but shall not exceed two-twelfths of the reasonably estimated charge for utility service for the ensuing twelve months for Exchange and Toll Service. The Company may require the Customer to increase the amount of the deposit at any time it finds that the deposit which it holds no longer equals two-twelfths.

B. Deposit not to affect regular collection practices. The fact that a deposit has been made shall in no way relieve the applicant or Customer from complying with the Company's regulations such as the advance payments and the prompt payment of the bills on presentation, nor constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for nonpayment of any sums due to the Company for services rendered. The Company may discontinue service to any Customer failing to pay current bills without regard to the fact that such Customer has made a deposit with the Company to secure payment of such bills or has furnished the Company with a guarantee in writing of such bills.

C. Interest is to be paid on deposits. The interest rate on Customer deposits shall be the rate set by the Maine Public Utilities Commission.

D. Deposits are reviewed on an annual basis. At the time of review, if good credit has been established, a refund of the deposit will be made plus any accrued interest.

E. Service may be discontinued for failure to pay or increase deposit as specified as above, in accordance with Maine Public Utilities Commission Rules.

2.9 Restoration of Service Charge

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Where service has been discontinued for failure to maintain credit as specified above, the Initial Connection Charge in Section 6 will be made and collected by the Company for restoration of service.

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GENERAL REGULATIONS

2.10 Equipment Provision

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 Schedule. The Customer may be required to provide suitable housing or other protective measures where equipment is to be installed in locations exposed to weather or other hazards. Commercial power will be furnished by the Customer at a suitable outlet when and where required.

B. No equipment, apparatus, Circuit, or device not furnished by the Company shall be directly attached to or connected electrically with the facilities furnished by the Company, except as provided in this Schedule, or otherwise authorized in writing by the Maine Public Utilities Commission. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same, or to terminate the service.

C. The provisions of the preceding shall not be construed or applied to bar a Customer from using devices which serve the Customer's convenience in the Customer's use of the facilities of the Company provided any such device so used does not:

1. Endanger the safety of the Company employees or the public;

2. Damage, require change in or alteration of, or involve direct electrical connection to, the equipment or other facilities of the Company, unless as provided for elsewhere in this Schedule;

3. Interfere with the proper functioning of such equipment or facilities;

4. Impair the operation of the communication system;

5. Otherwise injure the public in its use of the Company's services.

D. Except as otherwise provided in this Schedule, nothing herein shall be construed to permit the use of a recording device, or of a device to interconnect any line or Channel of the Company with any other communication line or Channel of the Company or of any other person.

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GENERAL REGULATIONS

2.11 Customer Billing

A. The Customer is responsible for all charges in conjunction with the service furnished to the Customer including Credit Card, third party, and Collect Toll Messages which have been accepted at the Customer's telephone.

B. Monthly recurring charges and toll charges are billed in arrears in all Exchanges.

C. Bills are considered delinquent if payment is not received by the Company within thirty (30) days following the postmark date of the bill for utility service.

D. For billing purposes each month is presumed to have thirty days.

E. Any check, transfer or draft returned for non-payment will be charged the amount that the bank charges the Telephone Company plus an administrative fee

Any wire transfer or other bank transaction that requires a fee to be borne by the Telephone Company before such payment is received for credit to the Subscriber's account, will be credited in the full amount of such payment less any amount of such fee.

F. The maximum late payment charge allowed by the Maine Public Utilities Commission will be applied to delinquent bills, as defined in C. above, including arrears and unpaid late payment charges. If the total unpaid balance is less than the minimum amount for which a disconnection may be made, as specified in Maine Public Utilities Commission Rules, a late payment charge will not apply.

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GENERAL REGULATIONS

2.12 Discontinuance of Service for Non-Payment

A. The Company may temporarily suspend service in the event the Customer fails within a reasonable time to pay any proper utility bill rendered in accordance with Maine Public Utilities Commission Rules.

B. If a Company representative is sent to the Customer's Premises for the purpose of disconnecting service, and the Customer then and there makes payment in full to the representative, the service shall not be disconnected. However, the Company will bill such Customer $5.00.

C. During the period of temporary suspension, the Company will hold the Customer facilities and account open for a period of 10 days. If after the 10th day payment has not been made, an out order will be issued and the facilities may be used for further assignment.

D. The Company will restore service promptly upon the Customer's request when the cause for the discontinuance of service has been removed, or satisfactory credit arrangements have been made. The Company will endeavor to restore services during the business hours of the day of the request. At the latest, reconnection shall be made during the business hours on the first working day after the day of request. When a Customer requests that service be restored at other than regular business hours the Company may reasonably endeavor to do so, provided that a medical emergency exists. An emergency shall include, but not to be limited to, cases where a registered physician certifies that the health or safety of the Customer or of any member of the affected household are endangered. The normal charge for restoration of service as set forth in Section 6 applies to reconnections.

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2.13 Minimum Contract Period

A. Except as specified elsewhere in this Schedule, the Minimum Contract Period is one month from the date service or additions to service are established and the minimum charge is the authorized rate for one month. For purposes of rate administration each month is considered to have 30 days.

B. The Company may require a Contract period longer than one month at the same location in connection with special types or arrangements of equipment or for unusual construction necessary to meet specific demands for service.

2.14 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 such service;

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, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another;

4. The use of the service in such manner as to interfere unreasonably with the use of the service by one or more other Customers;

5. The impersonation of another.

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2.14 Abuse or Fraudulent Use of Service (Cont'd)

B. Service may be discontinued if there is abuse or fraudulent use of service as outlined in 2.14.A.

2.15 Use of Service for Unlawful Purposes

The service is furnished subject to 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 that Customer's or applicant's right to a hearing by the Maine Public Utilities 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 of 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 in violation of this rule.

2.16 Termination of Service

A. By the Company

1. The Company may refuse to furnish, or may terminate the service and remove its equipment under the following circumstances, provided suitable notice has been given to the Customer:

a. Upon the continuance of any unpaid amount due for a period of 10 days following temporary suspension;

b. Upon a violation of the regulations governing the furnishing of any service.

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2.16 Termination of Service (Cont'd)

B. At Customer's Request

1. When an application for facilities and service is cancelled in whole or in part prior to the completion of the construction and installation, the Customer is required to pay the Telephone Company, upon demand, the total Costs and expenses in connection with providing and removing such facilities, less the estimated recoverable value, if any, of the facilities involved.

2. When an application is cancelled in whole or in part after completion of the construction and installation but prior to the establishment of service the Customer is required to pay to the Telephone Company, upon demand, the applicable minimum and Termination Charges specified in this Schedule and the applicable connection and Construction Charges.

3. When a Customer requests a change in the location of all or a part of the facilities covered by the Customer's application prior to completion of the construction and installation thereof, the Customer is required to pay to the Telephone Company, upon demand, the difference between the total Costs and expenses incurred by the Telephone Company in completing the construction and installation and that which would have been incurred had the final location of facilities been specified initially in the application.

4. No minimum or Termination Charge will apply (unless otherwise stated specifically in this Schedule) where a new Customer takes over the service of the former Customer provided the service is to be furnished at the same location without interruption. Minimum and Termination Charges will apply for any service furnished under the original Contract which is not retained by the new Customer.

5. No minimum or Termination Charge will apply in the event the service is terminated because of condemnation, destruction, or damage to property by fire or other cause, beyond the control of the Customer.

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2.17 Resale of Service

A. Resale of the Telephone Company services is limited to Message Telecommunications Service (MTS), Wide Area Telecommunications Service (WATS), FX Service and Paystation Service subject to the following:

1. The Customer of record is responsible for allocating the charges for resold or shared service.

2. The Telephone Company bills only the Customer of record who is at all times responsible for payment of the full amount of all charges incurred.

3. Applications for service as well as requests for additions, rearrangements, or discontinuance of service will be accepted only from the Customer of record.

4. Whenever Customer notification is required, the Telephone Company is responsible for notification only to the Customer of record.

5. The Telephone Company retains the right to serve the ultimate user of telephone service directly if that user so desires and provides service to a reseller or sharer only on this condition.

6. Directory listings for patrons of resellers or sharers are subject to the rates and regulations for Business Additional Listings.

7. Joint user charges do not apply to patrons of resellers and sharers.

8. Resellers must be certified by the Maine Public Utilities Commission pursuant to Commission Rules.

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2.18 Telephone Numbers

A. The Customer has no property right to the telephone number nor any right to continuance of service through any particular Central Office.

B. The Company reserves the right to change the Customer's telephone number or the Central Office associated with such number, or both, upon 30 days written notice, as may be required for the proper conduct of its business.

2.19 Directories

A. Reserved

B. Any directories furnished to Customers shall remain the property of the Company for the duration of the directory. No binder, holder or auxiliary cover, except as provided or authorized by the Company shall be used in conjunction with any directory furnished by the Company,

C. No liability for damages arising from errors or omissions of directory listings, or listing obtained from the any directory assistance service or other source shall attach to the Company. In the case of additional or Extra Listings for which a charge is made, its liability shall be limited to the monthly rate for each such listing for the charge period during which the error or omission continues.

2.20 Customer Service – Use of Service

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Customer telephone service, as distinguished from Paystation and Semi-Public Telephone service, is furnished only for the use by the Customer, the Customer's family, employees or business associates, or persons residing in the Customer's household, except as the use of the service may be extended to persons temporarily subleasing a 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.

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2.21 Obligation of the Company for:

A. Maintenance and Repair

1. 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 Schedule.

2. The Company will be reimbursed for any loss or damage to its facilities on the Customer's Premises resulting from intentional destruction or any other cause, except from fire or unavoidable accidents.

3. Access to Customer's Premises, at any reasonable hour, will be given to representatives of the Company for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

4. Whenever it is determined that the Customer is responsible for damage to or loss of Telephone Company-provided equipment, the Customer will be billed for the Cost of such equipment.

B. Liability

1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in transmission occurring in the course of furnishing service and not caused by negligence of the Customer shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur, based upon these factors being reported to the Company's Repair Department and allowance of 24 hours for repairs.

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2.21 Obligation of the Company for: (Cont'd)

B. Liability (Cont'd)

2. The Customer indemnifies and saves the Company harmless against the following:

a. Acts or omissions of other companies when their facilities are used in connection with the Company's facilities to provide service.

b. Any defacement or damage to the Customer's Premises resulting from the existence of the Company's instruments, apparatus and associated wire on such Premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.

c. Any accident, injury or death occasioned by its equipment or facilities, when such is not due to negligence of the Company.

d. Claims for libel, slander, or infringement of copyright arising from the material transmitted or recorded over its facilities; claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the Customer; and against all other claims arising out of any act or omission of the Customer in connection with facilities provided by the Company.

e. Liability for failure to provide service (as per Section 2, 21.B preceding).

f. Liability for telephone directories is covered elsewhere in this Section under Directories.

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2.22 Special Assemblies of Equipment or Speculative Projects

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

2.23 Electric Power

The Customer is responsible for providing suitable electric power at a convenient outlet when and where required, unless otherwise provided in this Schedule. In the event of a power failure, no allowance is made for interruption of service of less than a 24-hour duration, if such power failure affects Access Line service.