This tw telecom of kansas city llc P.S.C. MO. No. 11 cancels and replaces in its entirety Time Warner Telecom of Kansas City, LLC P.S.C. MO. No. 7 on file with the Missouri Public Service Commission.

This tariff, MO PSC No. 11, contains current local services and rates. The Company's MO PSC No. 8 tariff, contains grandfathered local services as of August 12, 2007.

> Schedule of Rates, Rules and Regulations Governing the Provision of resold and facilities-based Basic Local Exchange Telecommunications Service in Portions of the State of Missouri

OFFERED BY

tw telecom of kansas city llc

tw telecom of kansas city llc operates as a competitive telecommunications company in the State of Missouri

WAIVER OF STATUTES AND RULES

Pursuant to its Report and Order issued in Case No. TA-96-455, In the Matter of the Application of **tw telecom of kansas city llc**, the Missouri Public Service Commission waived the following statutes and regulations for purposes of the provision of the telecommunications services set forth herein:

STATUTES

| Section 392.210.2 | Uniform system of accounts |
|-------------------|--|
| Section 392-270 | Property valuation |
| Section 392.280 | Depreciation rates |
| Section 392.290.1 | Issuance of stocks and bonds |
| Section 392.300.2 | Acquisition of stock |
| Section 392.310 | Issuance of stocks and bonds |
| Section 392.320 | Stock dividends |
| Section 392.330 | Issuance of securities, debt and notes |
| Section 392.340 | Reorganization |

COMMISSION RULES

| 4 CSR 240-10.020 | Income on depreciation fund investments |
|------------------|--|
| 4 CSR 240-30.040 | Uniform system of accounts |
| 4 CSR 240-35 | Reporting of bypass and Customer-specific arrangements |

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EXPLANATION OF SYMBOLS, REFERENCE, MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF

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

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

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate telecommunications services by **tw telecom of kansas city llc**, hereinafter referred to as "the Company", to business Customers within a local calling scope as defined herein. The Company was granted a certificate of service authority to provide all forms of competitive basic local telecommunications services, and was classified as competitive, by the Missouri Public Service Commission in Case No. XA-2002-1154.

The Company will not offer services to residential Customers pursuant to this tariff but may do so in the future pursuant to subsequent tariffs.

All services offered by the Company pursuant to this tariff will be offered on a either are sold or facilitiesbased basis.

GENERAL CONCURRENCE

Excluding rates to be charged, and unless otherwise specifically stated herein, **tw telecom of kansas city llc** concurs in the conditions, limitations, restrictions, rules and regulations applying to and governing services offered by Southwestern Bell Telephone Company in its local and general exchange tariffs on file with and approved by the Public Service Commission of the State of Missouri and in any amendments or revisions thereto as authorized by the Missouri Public Service Commission or applicable law.

The Company reserves the right to cancel and void, after Commission approval, the above concurrence statement, subject to requirements as may be ordered by the Missouri Public Service Commission, at any and such time as it appears that such cancellation is in the best interest of the Company and/or its Customers.

SECTION 1- DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

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

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

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

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

Call Back/Camp On: Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

Call Forwarding: Allows calls to be routed to a user-defined line inside or outside the Customer's telephone system.

Call Forwarding Station: Allows calls directed to a station line to be routed to a user-defined line inside or outside the Customer's telephone system.

Call Forwarding System: Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the Customer's telephone system.

Call Forwarding Remote: This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

SECTION 1- DEFINITIONS, (CONT'D.)

Call Forwarding Busy: Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Don't Answer: Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Variable Limited: When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

Call Forwarding Variable Unlimited: The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

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

Call Park: Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

Call Pickup: Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a Customer group.

SECTION 1- DEFINITIONS, (CONT'D.)

Call Transfer: Allows a station line user to transfer any established call to another station line inside or outside the Customer group without the assistance of the attendant.

Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switch hook flash.

Communication Services: The Company's intrastate toll and local exchange switched telephone services.

Company: tw telecom of kansas city llc, the issuer of this tariff.

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

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

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, bypassing a central answering point.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Do Not Disturb: Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

DSX-1 Panel: Distribution equipment used to terminate and administer DS1 (1.544 Mbps) circuits.

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

Duplex Service: Service that provides for simultaneous transmission in both directions.

SECTION 1- DEFINITIONS, (CONT'D.)

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

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

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

Joint User: A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Kbps: Kilobits per second, denotes thousands of bits per second.

Last Number Redial: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff FCC No. 4.

Local Calling Scope: The metropolitan calling area (MCA) mandatory calling scope of the incumbent local exchange company, but it does not include tiers designated as optional.

Local Exchange Carrier or ("LEC"): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Mbps: Megabits, denotes millions of bits per second.

SECTION 1- DEFINITIONS, (CONT'D.)

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

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

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

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

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Speed Calling: Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is Customer-changeable.

System: Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

SECTION 1- DEFINITIONS, (CONT'D.)

Station: Allows a station line user to add, change or delete telephone numbers from a speed-calling list. The list is dedicated to the individual station line user.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Trunk: A business communication line between two switching systems. (A switching system typically includes equipment in a central office and PBXs.)

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

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

Utilities: Electric, telephone or other public utilities, whose facilities are utilized by Company in provision of the services described in this tariff.

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within a local calling scope in portions of the State of Missouri, as specified herein.

Customers and users 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 hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

- 2.1 Undertaking of the Company, (Cont'd.)
 - 2.1.2 Shortage of Equipment or Facilities
 - A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
 - B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

- 2.1 Undertaking of the Company, (Cont'd.)
 - 2.1.3 Terms and Conditions
 - A. Service is provided on the basis of a minimum period of at least one month, 24hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
 - B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
 - C. 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 the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

- 2.1 Undertaking of the Company, (Cont'd.)
 - 2.1.3 Terms and Conditions, (Cont'd.)
 - D. Service may be terminated upon written notice to the Customer if:
 - 1. the Customer is using the service in violation of this tariff; or
 - 2. the Customer is using the service in violation of the law.
 - E. This tariff shall be interpreted and governed by the laws of the State of Missouri regardless of its choice of laws provision.
 - F. The incumbent local exchange carrier or other companies must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
 - G. To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

- 2.1 Undertaking of the Company, (Cont'd.)
 - 2.1.4 Liability of the Company
 - A. The liability of the Company and Utilities for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company and Utilities. The Company and Utilities will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company or Utilities' service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
 - B. The Company and Utilities 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 civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

- 2.1 Undertaking of the Company, (Cont'd.)
 - 2.1.4 Liability of the Company, (Cont'd.)
 - C. The Company and Utilities shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
 - D. The Company and Utilities 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.
 - E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnities and holds the Company and Utilities harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4.E as a condition precedent to such installations.
 - F. The Company is not liable for any defacement of or damage to Customer 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 negligence or willful misconduct of the Company's agents or employees.
 - G. The Company and Utilities shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

- 2.1 Undertaking of the Company, (Cont'd.)
 - 2.1.4 Liability of the Company, (Cont'd.)
 - H. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
 - I. 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.
 - J. With respect to directory listings, the Company's liability shall be limited to the provisions of Section 5.8, and the further limitations provided in this Section.

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

- 2.1 Undertaking of the Company, (Cont'd.)
 - 2.1.6 Provision of Equipment and Facilities
 - A. 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.
 - B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
 - C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
 - D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.

- 2.1 Undertaking of the Company, (Cont'd.)
 - 2.1.6 Provision of Equipment and Facilities, (Cont'd.)
 - E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
 - F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2. the reception of signals by Customer-provided equipment.

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

SECTION 2 - REGULATIONS, (CONT'D.)

- 2.1 Undertaking of the Company, (Cont'd.)
 - 2.1.8 Special Construction

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

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

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

SECTION 2 - REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Missouri Public Service Commission regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and Nonrecurring installation charges as stated in this tariff will apply.
- 2.2.5 The Company prohibits unauthorized use of its network by end user Customers to originate or terminate 800/888/Toll Free Number Traffic without the Company's express written authorization (including but not limited to all forms required for authorization by the SMS/800 Database). Customer understands and agrees that Customer is directly responsible for, and Company shall not be responsible for, any access charges that may be due to the originating or terminating local exchange carrier in connection with end user 800/888/Toll Free Traffic. To the extent that Customer points or otherwise directs its 800/888/Toll Free Traffic towards the Company's local telephone numbers, or in any way represents that the Company has authorized such use of its network, the Customer shall pay such charges directly. In addition, under any circumstance under which the Company is held responsible for such charges, Customer shall indemnify and reimburse the Company for all costs associated with such use, including any charges assessed by any other party as well as any costs of litigation or investigation, including reasonable attorney's fees.

SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. 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 Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (Cont'd.)

- D. obtaining, maintaining, and otherwise having full responsibility for all rights-ofway and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with 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;
- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents 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;

SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (Cont'd.)

- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Claims

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

- A. any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

- 2.4 Customer Equipment and Channels, (Cont'd.)
 - 2.4.3 Interconnection of Facilities
 - A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
 - B. Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
 - C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
 - D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an is "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

A. Taxes/Lawful Surcharges

All applicable state and local taxes, Relay Missouri surcharge, 911 surcharges and other lawful surcharges, including gross receipts tax, sales tax, and municipal utilities tax, are not included in the Company's quoted service rates. The Customer is responsible for payment of any universal service, sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services. All charges and fees subject to the Missouri Public Service Commission jurisdiction, except taxes and franchise fees, will be submitted to the Missouri Public Service Commission for prior approval.

- 2.5 Payment Arrangements, (Cont'd.)
 - 2.5.2 Billing and Collection of Charges
 - A. Nonrecurring charges are due and payable from the Customer within 30 days after the invoice date, unless otherwise agreed to in advance.
 - B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.
 - C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
 - D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
 - E. The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company that a financial institution refused to honor.
 - F. Unless otherwise waived by the Missouri Public Service Commission, the applicable provisions of 4 CSR 240-33 shall apply to all deposits, billings and any service disconnections made by the Company.
 - G. If service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the Nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated Nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.
SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.4 Deposits

- A. To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
 - 1. two month's charges for a service or facility that has a minimum payment period of one month; or
 - 2. the charges that would apply for the minimum payment period for a service or facility that has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B. A deposit may be required in addition to an advance payment.
- C. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- D. Deposits will accrue interest at a rate of nine percent (9%).

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company by a business Customer, the Company may, by giving ten (10) ten days' prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F. In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

SECTION 2 - REGULATIONS, (CONT'D.)

- 2.5 Payment Arrangements, (Cont'd.)
 - 2.5.6 Cancellation of Application for Service
 - A. Applications for business service cannot be canceled without the Company's agreement. Where the Company permits a business Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
 - B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
 - C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
 - D. The special charges described in 2.5.6.A through 2.5.6.C will be calculated and applied on a case-by-case basis.

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.7 Changes in Service Requested

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

SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

- 2.6.1 Credit for Interruptions
 - A. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when a service, facility or circuit is reported to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If a service, facility or circuit is reported to be inoperative but the Customer declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
 - B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service, (Cont'd.)

2.6.1 Credit for Interruptions, (Cont'd.)

C. A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

| | Interruption Period To |
|--|------------------------|
| Length of Interruption | Be Credited |
| Less than 30 minutes | None |
| 30 minutes up to but not including 3 hours | 1/10 Day |
| 3 hours up to but not including 6 hours | 1/5 Day |
| 6 hours up to but not including 9 hours | 2/5 Day |
| 9 hours up to but not including 12 hours | 3/5 Day |
| 12 hours up to but not including 15 hour | 4/5 Day |
| 15 hours up to but not including 24 hours | One Day |

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

<u>Over 24 Hours and Less Than 72 Hours</u> - Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

<u>Interruptions Over 72 Hours</u> - Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days' credit will be allowed for any one month period.

SECTION 2 - REGULATIONS, (CONT'D.)

- 2.6 Allowances for Interruptions in Service, (Cont'd.)
 - 2.6.2 Limitations on Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- G. interruption of service due to circumstances or causes beyond the control of Company.

SECTION 2 - REGULATIONS, (CONT'D.)

- 2.6 Allowances for Interruptions in Service, (Cont'd.)
 - 2.6.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

SECTION 2 - REGULATIONS, (CONT'D.)

2.7 Use of Customer's Service by Others

2.7.1 Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons at the option of the Customer, subject to compliance with any applicable laws or Missouri State Corporation Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.7.2 Joint Use Arrangements

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

SECTION 2 - REGULATIONS, (CONT'D.)

2.8 Cancellation of Service

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 Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.5.2.

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

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

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

- A. to any subsidiary, parent company or affiliate of the Company; or
- 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.

SECTION 2 - REGULATIONS, (CONT'D.)

2.10 Notices and Communications

- 2.10.1 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 the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.10.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.10.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.10.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

SECTION 2 - REGULATIONS, (CONT'D.)

2.11 Operator Services Rules

The Company will enforce the following operator service rules.

Carrier will not bill for incomplete calls where answer supervision is available. Carrier will not bill for incomplete calls and will remove any charge(s) for incomplete calls upon (i) subscriber notification or (ii) Carrier's knowledge.

The caller and billed party, if different from the caller, will be advised that Carrier is the operator service provider at the time of the initial contact.

Rate quotes will be given upon request, at no charge, including all rate components and any additional charges.

Only tariffed rates approved by this Commission for carrier shall appear on any local exchange company (LEC) billings.

Carrier shall be listed on the LEC billing if the LEC has multicarrier billing ability.

Carrier will employ reasonable calling card verification procedures which are acceptable to the companies issuing the calling cards.

Carrier will route all 0- or 00- emergency calls in the quickest possible manner to the appropriate local emergency service provider, at no charge.

Upon request, Carrier will transfer calls to other authorized interexchange carriers or to the LEC, if billing can list the caller's actual origination point.

SECTION 2 - REGULATIONS, (CONT'D.)

2.12 Application for Service and Service Installation

2.12.1 Cancellation of Service Order

If the Customer cancels its order for service prior to the service due date after receipt of a firm order confirmation, an Order Cancellation Charge will apply. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to cancel the service order.

| Order Cancellation Charge | \$100.00 per circuit or 25% of the monthly recurring |
|---------------------------|--|
| | rate for the cancelled circuit, whichever is higher. |

2.12.2 Order Modification Charge

If the Customer requests a change in service order (excluding requests to expedite the due date as provided by Section 2.4.3 of this tariff), an Order Modification Charge will apply. Written requests to delay the due date received less than 72 hours prior to the due date shall not result in the delay of billing monthly recurring charges. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to modify the service order.

Order Modification Charge \$100.00

SECTION 2 - REGULATIONS, (CONT'D.)

- 2.12 Application for Service and Service Installation, (Cont'd.)
 - 2.12.3 Expedited Due Date Service
 - A. General

Upon acceptance of the Customer's application for service, the Company will notify the Customer of the timeframe in which service will be installed.

When a Customer requests that service be provided in advance of the Companyspecified date, and the Company is able to comply, an Expedited Due Date Service charge will apply.

B. Limitation of Liability

The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly when an established expedited due date is not met by the Company.

C. Charges

Unless otherwise specified, the charge is applicable per exchange, per request and applies in addition to any normal service and installation charges applicable. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to expedite the service order.

| Expedited Due Date Charge Per Order – On-Net | \$ 500.00 |
|---|------------|
| Per Order – Off-Net | \$1,000.00 |

2.12.4 Service Installation

The Company provides a Half-Day Installation Plan, which offers Customers half-day appointments (i.e., morning/afternoon or a rolling interval) for connection of Commission regulated service involving a Customer premise visit.

SECTION 2 - REGULATIONS, (CONT'D.)

2.13 Service Level Standards and Allowances for Interruptions in Service

2.13.1 Service Level Standards

The Company offers the following service level standards for voice services:

| <u>Criterion</u> Dial Tone Delay | <u>Definition</u> The specific time between Customer's going off-hook and the receipt of dial tone from the service telephone central office | Standard 2.0 seconds maximum |
|-------------------------------------|--|------------------------------------|
| Post Dial Delay | The time from when the last digit is dialed to the moment the phone rings at the receiving location | 2.0 seconds maximum |
| Noise | Unwanted electrical signals introduced into the telephone lines by circuit component or natural disturbances which tend to degrade the performance of the line. | 17 dBrnC maximum |
| Signal Loss | The diminishment of the signal level strength resulting in decay and quality of the call and signaling | 3 dB maximum |
| Minimum Loop Current | Minimum level of current between the originating and terminating locations of a call required to support accurate signaling on the call. | 23 mA |
| Grade of Service | The probability that an attempted call will receive a busy signal, expressed as a decimal fraction. This factor is applicable only to the Company's network and not to any portions of the underlying network provided by another telephone service carrier. | P.01 or better |
| Change of RespOrg | The transition of management and administration of a Customer's 8XX telephone number records in the 8XX Service Management System. This standard is applicable when a Customer transfers 8XX telephone number service from one carrier to another. | 10 days maximum |

SECTION 2 - REGULATIONS, (CONT'D.)

2.13 Service Level Standards and Allowances for Interruptions in Service, (Cont'd.)

2.13.2 Credit for Interruptions

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff provided that the Customer has opened a trouble ticket by reporting the interruption to the Company's network operations center. The issuance of credits pursuant to this Section shall be the Customer's sole remedy for service interruption claims.

- A. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- C. "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of message or measured rate service will not affect the subscriber's local call allowance during a given billing period.

SECTION 2 - REGULATIONS, (CONT'D.)

- 2.13 Service Level Standards and Allowances for Interruptions in Service, (Cont'd.)
 - 2.13.2 Credit for Interruptions, (Cont'd.)
 - D. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

E. Chronic Trouble Service

If two or more trouble tickets have been opened for a particular Service in a 30day period, and the cause of outage is determined to be in the Company's network or system equipment, such service will be deemed a Chronic Trouble Service. If a third trouble ticket is opened on a Chronic Trouble Service within 30 days of the second trouble ticket, the Customer may disconnect the affected service without incurring termination liability.

SECTION 2 - REGULATIONS, (CONT'D.)

- 2.13 Service Level Standards and Allowances for Interruptions in Service, (Cont'd.)
 - 2.13.3 Limitations on Credit Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the Customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
- B. interruptions due to the failure or malfunction of non-Company equipment, including service connected to Customer provided electric power; in such event, the Company may charge the Customer its then current service call rates;
- C. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- D. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- E. interruptions of service due to circumstances or causes beyond the control of the Company.
- F. Force Majeure events. Such causes shall include, without limitation, acts of God, fire, flood, adverse weather conditions, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, ordinance, rule restriction, regulation, direction, action or request of the United States government or any other government or of any civil or military authority, condemnation or exercise of rights of eminent domain, national emergencies, insurrections, riots explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.

SECTION 2 - REGULATIONS, (CONT'D.)

2.14 Trouble Reporting

2.14.1 Time and Materials Charges

Time and Materials Charges are charges for work performed on the Customer's side of the demarcation or to isolate trouble to the Customer's side of the demarcation point by a Company employee at the Customer's request that are not covered by other charges. Chargeable time is labor, which includes, but is not limited to, work preparation, actual work, trouble isolation and cleanup. Material Charges are the items required to fulfill the job requirements. Any work required to establish or reestablish network access on the network side of the demarcation point is excluded from Time and Materials Charges.

Included in Time and Materials Charges are Initial and Additional Time and Material Charges, the Trouble Isolation Charge, the Optional Testing and Monitoring Charge and the Dispatch Charge.

SECTION 2 - REGULATIONS, (CONT'D.)

2.15 Emergency Crisis/ Disaster Restoration and Provisioning Telecommunications Service Priority

2.15.1 General

A. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

- B. The TSP program has two components, restoration and provisioning.
 - 1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
 - 2. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

SECTION 2 - REGULATIONS, (CONT'D.)

2.15 Emergency Crisis/ Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)

2.15.2 TSP Request Process

A. Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

1. Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.

National Security Leadership National Security Posture and U.S. Population Attack Warning Public Health, Safety, and Maintenance of Law and Order Public Welfare and Maintenance of National Economic Posture

- 2. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as Customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
- 3. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (http://tsp.ncs.gov/).
- 4. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (http://tsp.ncs.gov/), for information on identifying a sponsor for TSP requests.
- 5. Submit the SF 315 to the OPT.
- 6. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

SECTION 2 - REGULATIONS, (CONT'D.)

2.15 Emergency Crisis/ Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)

2.15.2 TSP Request Process

B. Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.14.2.A above for restoration priority assignment except for the following differences. The user should:

Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2.14.2.A.1 above <u>and</u> are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

Verify that the Company cannot meet the service due date without a TSP assignment.

Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

SECTION 2 - REGULATIONS, (CONT'D.)

- 2.15 Emergency Crisis/ Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)
 - 2.15.3 Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- A. Identify telecommunications services requiring priority.
- B. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
- C. Accept TSP services by the service due dates.
- D. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- E. Pay the Company any authorized costs associated with priority services.
- F. Report to the Company any failed or unusable services with priority levels.
- G. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- H. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

SECTION 2 - REGULATIONS, (CONT'D.)

- 2.15 Emergency Crisis/ Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)
 - 2.15.4 Responsibilities of the Company

The Company will perform the following:

- A. Provide TSP service only after receipt of a TSP authorization code.
- B. Revoke TSP services at the direction of the end-user or OPT.
- C. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- D. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- E. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- F. Confirm completion of TSP service order activity to the OPT.
- G. Participate in reconciliation of TSP information at the request of the OPT.
- H. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- I. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- J. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- K. Disclose content of the NS/EP TSP database only as may be required by law.
- L. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

SECTION 2 - REGULATIONS, (CONT'D.)

- 2.15 Emergency Crisis/ Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)
 - 2.15.5 Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted Customer of the action to be taken.

SECTION 3 - SERVICE AREAS

3.1 General

The Company's provision of the telecommunications services herein described shall be limited to Customers within the Company's service area. The Company's service area consists of the exchanges and related local calling scopes of the following incumbent local exchange telecommunications companies:

SECTION 3 - SERVICE AREAS, (CONT'D.)

3.1 General, (Cont'd.)

3.1.1 Southwestern Bell Telephone Company

The Company's service area consists of the Principal Zone, MCA -1 and MCA-2 Zone of the Kansas City Metropolitan Exchanges as defined in Southwestern Bell Telephone Company's Local Exchange tariffs. The Company's provision of service within said service area is subject to the availability of appropriate facilities

SECTION 3 - SERVICE AREAS, (CONT'D.)

3.1 General, (Cont'd.)

3.1.2 Kansas City Metropolitan Exchange

The Kansas City Metropolitan Exchange consists of three zones; Principal Zone (Zone 1), Metropolitan Calling Area-1 (Zone 2), and Metropolitan Calling Area-2 (Zone 3). The following are the zones included in the Kansas City Metropolitan Exchange:

Zone 1 Principal Zone 2 Gladstone Independence Parkville Raytown South Kansas City Zone 3 Belton Blue Springs East Independence Lee's Summit Liberty Nashua Tiffany Springs

SECTION 4 - DESCRIPTION OF SERVICES AND RATES

4.1 Moves and Changes

4.1.1 Description

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

A "Move" is defined as a change in physical location of the Customer's premises or the point of termination at the Customer's premises. Charges equal to initial installation charge may apply.

A "Change" is defined as a revision, redesign or other provisioning change to existing services. A minimum charge of \$50.00 shall apply to each change of service, unless otherwise specified, to each switch configuration/feature addition and a minimum charge of \$75.00 shall apply to each trunk/routing configuration.

SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.2 Expedited Due Date Service

4.2.1 Description

The Company will notify the Customer of the timeframe in which service will be moved/changed. When a Customer requests that service be provided in advance of the Company-specified date, and the Company is able to comply, an Expedited Due Date Service charge will apply.

4.2.2 Limitation of Liability

The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly when an established expedited due date is not met by the Company.

4.2.3 Charges

Unless otherwise specified, the charge is applicable per exchange, per request and applies in addition to any normal service and installation charges applicable. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to expedite the service order.

Expedited Due Date Charge: Records (or features) only Switched Features

\$50.00

SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.3 Channel 12 Service

4.3.1 Description

Channel 12 Service is bundled product offering consisting of local exchange service with selected features, as defined below, a Long Distance and/or Toll Free usage allowance of 2,500 minutes per DS1/PRI facility and Internet access. The Customer may opt for all channels to be voice applications.

Channel 12 Service is limited to Customers served from a Company switch. A minimum of 12 channels must be purchased and provisioned on a DS1/PRI access facility for a flat base fee. Additional channels may be purchased at the per channel rate to total 24 channels per DS1/PRI access facility.

Customers purchasing the service may select in any combination of line or trunk or PRI channel. PRI channels may not be combined with lines and trunks Listed below are the channel types options:

Business Exchange Lines PBX DID Trunks PBX DOD Trunks PBX Combination Trunks PBX Combination Trunks w/DID PRI B Channel -DID Trunks PRI B Channel -DOD Trunks PRI B Channel -Combination Trunks PRI B Channel -Combination Trunks w/DID PRI D Channel (per DS1 access facility)

SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.3 Channel 12 Service, (Cont'd.)

4.3.2 Rates and Charges

The Customer who selects line based channels may order the following features at no additional charge (Included basic monthly fee): Additional supplemental services may be order pursuant to Section 5.

| | | | | Per Order |
|-----------------------------------|----------------------|----------------------|----------------------|----------------------|
| Channel 12 Integrated | 12 Months | 24 Months | 36 Months | Nonrecurring |
| DS1/PRI access facility base rate | | | | |
| (includes up to 12 channels) | \$506.00 | \$456.00 | \$430.00 | \$250.00 |
| Each Additional Channel | \$ 16.00 | \$ 16.00 | \$ 16.00 | \$ 16.00 |
| | | | | |
| | | | | Per Order |
| Channel 12 Voice Only | 12 Months | 24 Months | 36 Months | Nonrecurring |
| | | | | |
| DS1/PRI access facility base rate | | | | |
| (includes up to 12 channels) | \$506.00 | \$456.00 | \$430.00 | \$250.00 |
| 5 | \$506.00 \$ 16.00 | \$456.00 \$ 16.00 | \$430.00 \$ 16.00 | \$250.00 \$ 16.00 |

Customers served on on-net facilities may receive up to a 10% discount.

4.3.3 Expiration of Term Agreement

Upon expiration of the initial term, the term agreement will automatically renew on a month-to-month basis at the monthly rates.

4.3.4 Termination Fees

Consistent with the Customer's agreement, a termination liability charge will be applicable for service rate elements provided under the Channel 12 Service term payment Plan when service is canceled prior to the end of the chosen Term Plan. The termination fee is equal to the number of months remaining under the term agreement multiplied by the monthly rate for the Services multiplied by twenty (20) percent. The Customer is obligated to pay such charges within thirty (30) days of termination. In the event service is provided via a third party, the Customer is responsible for all cost incurred for such early termination with our service provider.

SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.4 Complete Dynamic Service

4.4.1 Description

Complete Dynamic Service is a flexible bandwidth bundled product consisting of local exchange service with selected features, as defined below, a Long Distance and/or Toll Free usage allowance of 2,500 minutes per DS1/PRI facility and Internet access.

Complete Dynamic Service is limited to Customers served from a Company switch and a minimum of 12 channels must be purchased and provisioned on DS1/PRI access facility. Service is limited to a maximum of 72 channels.

The Complete Dynamic Service Customer may select in any combination the following product types:

Business Exchange Lines PBX DID Trunks PBX DOD Trunks PBX Combination Trunks PBX Combination Trunks w/DID PRI B Channel -DID Trunks PRI B Channel -DOD Trunks PRI B Channel -Combination Trunks PRI B Channel -Combination Trunks w/DID PRI D Channel (per DS1 access facility)

The Customer who selects line based channels may order the following features at no additional charge (Included basic monthly fee):

Call Forward Call Transfer Call Waiting 3-Way Calling

Voice Mail (1 box included) Fax Overflow (1 box included at no charge)

SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.4 Complete Dynamic Service, (Cont'd.)

The Complete Dynamic Service Customer may purchase a Complete Dynamic Enhanced Feature Pack including any or all of the features listed below at a monthly rate of \$ 10.00 per Line/Channel:

Last Call Return Anonymous Call Rejection Automatic Recall Selective Call Rejection Call Hold Caller ID with Number Combined Caller ID Distinctive Ringing Fax Overflow (additional unit) 8/10 Number Speed Calling 30 Number Speed Calling Calling Number and Name Transmission

Complete Dynamic is available under Month to Month, 12 month, 24 month or 36 month Term Agreements. Each commitment level will be charged Monthly Recurring and Nonrecurring rates as specified below.

4.4.2 Complete Dynamic (with DS1/PRI access facility) per line or trunk

| | | | | Per Order |
|------------------------------------|-----------|-----------|-----------|--------------|
| | 12 Months | 24 Months | 36 Months | Nonrecurring |
| Business Exchange Lines, Trunks or | | | | |
| PRI B Channels | \$ 40.00 | \$36.00 | \$34.00 | \$250.00 |
| Enhanced Feature Pack | \$10.00 | \$10.00 | \$10.00 | |
| per line/channel | | | | |

Upon expiration of the initial term, the term agreement will automatically renew on a month-tomonth basis at the same monthly rates.

SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.4 Complete Dynamic Service, (Cont'd.)

4.4.3 Termination Fees

Consistent with the customer's agreement, a termination liability charge will be applicable for service rate elements provided under the Complete Dynamic Service term payment Plan when service is cancelled prior to the end of the chosen Term Plan. The termination fee is equal to the number of months remaining under the term agreement multiplied by the monthly rate for the Services multiplied by twenty (20) percent. The customer is obligated to pay such charges within thirty (30) days of termination. In the event service is provided via a third party, the customer is responsible for all cost incurred for such early termination with our service provider.

SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.5 VersiPak® Line and Trunks

4.5.1 Service Description

VersiPak® Lines and Trunks are the voice portion of an integrated, multi-service, packetbased access service that delivers voice and data services over a single DS-1 (1.544Mbps) transport facility. On-Net VersiPak® requires a minimum six (6) voice grade equivalent channels and 128K (2 DS-0 equivalent channels) for Internet Access. Internet Access Complete Information Rate (CIR) is offered in increments of 128K. Off –Net VersiPak® requires a minimum of six (6) voice grade equivalent channels, 128K for internet access and a total of 12 channels are required. The Customer may select a combination of voice grade equivalent channels (analog lines trunk, business terminals or digital trunks) and Internet bandwidth. Configuration limitations may occur due to the technical requirements of the voice cards and customer interfaces. Signaling on both the digital and analog trunks will be wink-start. Music or Message on Hold impacts the available bandwidth or channel capacity of the service.

4.5.2 Rates and Charges

A. VersiPak® Business Lines and Trunks- Flat Rate

| | per Line or Trunk | | | |
|-----------------------------|-------------------|---------|---------|---------|
| | 12 24 36 60 | | | |
| | Months | Months | Months | Months |
| Monthly Recurring Charge | \$37.00 | \$26.80 | \$24.00 | \$21.60 |
| Nonrecurring Charge-Initial | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

Supplemental Voice Features, Toll and Internet bandwidth are sold separately at an additional charge. If required, an off net facility charge will apply.
SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.6 VersiPak® IPRI Service

4.6.1 Service Description

VersiPak® IPRI is an integrated, packet-based access service that delivers PRI and Internet services over a single DS-1 (1.536 Mbps) transport facility. The Customer may purchase up to 22 PRI trunks (one D channel and 21 B channels) with any remaining bandwidth as Internet Bandwidth CIR. The Internet Peak Information Rate (PIR) would be equal to the total of the PRI channels and the Internet CIR. The PRI trunk will consist of a single D channel and the remaining trunks will be provisioned as B channels. This is accomplished through Voice Activity Detection (VAD) and Silence Suppression, which allow bandwidth that is normally stranded during the silent portions of voice calls to be reallocated for Internet transmissions.

VersiPak® IPRI requires a minimum of six (6) PRI trunks for voice (one D channel and five B channels) and 128K (two DS-0 equivalent channels) for Internet access. Internet access is offered in increments of 128K.

SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.6 VersiPak® IPRI Service, (Cont'd.)

4.6.2 Rates and Charges

A. IPRI Standard B Channel

| | per Line or Trunk | | | |
|-------------------------------|-------------------|-----------|-----------|-----------|
| | 12 Months | 24 Months | 36 Months | 60 Months |
| Monthly Recurring Charge | \$45.00 | \$32.00 | \$24.00 | \$21.60 |
| Nonrecurring Charge - Initial | | | | |

B. IPRI Standard D Channel

| | per Line or Trunk | | | | |
|--------------------------|---|---------|---------|---------|--|
| | <u>12 Months</u> <u>24 Months</u> <u>36 Months</u> <u>60 Months</u> | | | | |
| Monthly Recurring Charge | \$75.00 | \$60.00 | \$60.00 | \$60.00 | |
| Nonrecurring Charge - | | | | | |

Supplemental Voice Features, Toll and Internet bandwidth are sold separately at an additional charge. If required, an off net facility charge will apply.

SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.7 VersiPak® Mach2 Service

4.7.1 General

VersiPak® Mach2 Service consists of 3.0 Mbps of Integrated voice and Internet bandwidth. The Customer may purchase up to 36 voice grade equivalent channels with any of the remaining bandwidth provisioned as Internet bandwidth Committed Information Rate (CIR). The voice grade equivalent channels may be analog (lines or trunks), digital (trunks or PRI) or a combination of both analog and digital. The Outburst SB is an Integrated Access Device (IAD) that integrates voice and data services into a single shared uplink that can dynamically allocate bandwidth between voice and data. The SB has a built-in Fast Ethernet interface and three universally configurable slots. One of the slots is used for the uplink to the PPN. The other two slots can be configured for analog or digital voice. The analog voice module supports up to 12 Standard Vice service (POTS) interfaces. One or two of these modules may be used in a SB. The digital voice module supports one DS1 with up to 24 DS0 channels. The voice configuration must fit within the card port capacity of the FXS, FXO and/or DS1v cards.

- Internet channels must be ordered in increments of 256 Kbps.
- Peak Information Rate (PIR) is equal to the total voice and Internet bandwidth.

| VersiPak® Mach2 | <u>Minimum</u> | <u>Maximum</u> | <u>CIR</u> | <u>PIR</u> |
|------------------|----------------|----------------|------------|------------|
| Voice | 8 Channels | 36 Channels | N/A | N/A |
| Internet* | 512 Kbps | 2304 Kbps | Customer | 3 Mbps |
| | (8 Channels) | | Specific | |
| Voice & Internet | 36 Channels | 48 Channels | N/A | N/A |

• total Internet throughput is less than the actual CIR due to the bandwidth used for packet headers.

SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.7 VersiPak® Mach2 Service, (Cont'd.)

4.7.2 Rates and Charges (All Markets)

A. Business Lines, Terminals and Trunks

| | per Line or Trunk | | | |
|-------------------------------|-------------------|-----------|-----------|-----------|
| | 12 Months | 24 Months | 36 Months | 60 Months |
| Monthly Recurring Charge | \$35.00 | \$25.40 | \$22.80 | \$20.60 |
| Nonrecurring Charge - Initial | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| B. IPRI per B Channels | 8 | | | |
| | | per Line | or Trunk | |
| | 12 Months | 24 Months | 36 Months | 60 Months |
| Monthly Recurring Charge | \$35.00 | \$25.40 | \$22.80 | \$20.60 |
| Nonrecurring Charge - Initial | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| C. Mach2 IPRI Facility | D Channel | | | |
| | | per Line | or Trunk | |
| | 12 Months | 24 Months | 36 Months | 60 Months |
| Monthly Recurring Charge | \$75.00 | \$60.00 | \$60.00 | \$60.00 |
| Nonrecurring Charge - Initial | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

Supplemental Voice Features, Toll and Internet bandwidth are sold separately at an additional charge. If required, an off net facility charge will apply.

SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.8 VersiPak® Mach3 Service

4.8.1 Service Description

VersiPak® Mach3 Service consists of 4.5 Mbps of Integrated voice and Internet bandwidth. The Customer may purchase up to 36 (dependant on Integrated Access Device (IAD) card configuration) equivalent voice channels with any of the remaining bandwidth sold as the Internet bandwidth Committed Information Rate (CIR). The voice channels may be analog (lines or trunks), digital (trunks or PRI) or a combination of both and must fit the IAD card configuration. The OutBurst SB is an IAD that integrates voice and data services into a single shared uplink that dynamically allocates bandwidth between voice and data. The SB has a built-in Fast Ethernet interface and three universally configurable slots. One of the slots is used for the uplink to the PPN. The other two slots can be configured for analog or digital voice. The analog voice module supports up to 12 Standard Voice Service (POTS) interfaces. One or two of these modules may be used in a SB. The digital voice module supports one DS1 with up to 24 DS0 channels. The voice configuration must fit within the card port capacity of the FXS, FXO and/or DS1v cards.

Internet channels must be ordered in increments of 512 Kbps.

Peak Information Rate (PIR) is equal to the total voice and Internet bandwidth.

| Integrated 3xDS1 | <u>Minimum</u> | Maximum | CIR | <u>PIR</u> |
|------------------|----------------|-------------|----------------------|------------|
| Voice | 8 Channels | 36 Channels | N/A | N/A |
| Internet* | 2048 Kbps | 3584 Kbps | Customer Specific | 4.5 Mbps |
| Voice & Internet | 56 Channels | 72 Channels | N/A | N/A |

*Total Internet throughput is less than the actual CIR due to the bandwidth used for packet headers.

SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.8 VersiPak® Mach3 Service, (Cont'd.)

4.8.2 Rates and Charges (All Markets)

Supplemental Voice Features, Toll and Internet bandwidth are sold separately in addition to the rates and charges specified below. If required, an off net facility charge also applies.

A. Business Lines, Terminals and Trunks

| | per Line or Trunk | | | |
|-------------------------------|-------------------|-----------|-----------|-----------|
| | 12 Months | 24 Months | 36 Months | 60 Months |
| Monthly Recurring Charge | \$35.00 | \$25.40 | \$22.80 | \$20.60 |
| Nonrecurring Charge - Initial | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

B. IPRI per B Channels

| | per Line or Trunk | | | |
|-------------------------------|-------------------|-----------|-----------|-----------|
| | 12 Months | 24 Months | 36 Months | 60 Months |
| Monthly Recurring Charge | \$35.00 | \$25.40 | \$22.80 | \$20.60 |
| Nonrecurring Charge – Initial | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

C. Mach3 IPRI Facility D Channel

| | per Line or Trunk | | | |
|-------------------------------|-------------------|-----------|-----------|-----------|
| | 12 Months | 24 Months | 36 Months | 60 Months |
| Monthly Recurring Charge | \$75.00 | \$60.00 | \$60.00 | \$60.00 |
| Nonrecurring Charge - Initial | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.9 VersiPak® Flex T-6 Service

4.9.1 Description

VersiPak® Flex T-6 Service provides six (6) business lines or terminals and 384K Internet Access on DS1 access. Service includes flat-rated local service, local Main Directory Listing, six (6) voice mail boxes, 40 email addresses, 700 MB Web Hosting, and 3,000 minutes of long distance usage. Additional minutes are billed according to the applicable Company toll tariff (intrastate) or published schedule (interstate).

Service includes the following business features:

30-Number Speed Calling Call Forwarding Variable Call Transfer Three-Way Calling Hunting.

The following features can be purchased separately (see Section X):

Call Waiting Call Forward Busy Remote Call Forwarding Distinctive Ring Combined Caller ID.

Default signal type may be loop or ground. Service is provided on two-wire only and requires AC power.

SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.9 VersiPak® Flex T-6 Service, (Cont'd.)

4.9.2 Rates and Charges

If required, an off-net facility charge will apply in addition to the rates and charges specified below.

| | Per Line or Trunk | | | |
|-------------------------------|-------------------|-----------|-----------|-----------|
| | 12 Months | 24 Months | 36 Months | 60 Months |
| Monthly Recurring Charge | \$550.00 | \$445.00 | \$355.00 | \$290.00 |
| Nonrecurring Charge - Initial | \$200.00 | \$200.00 | \$200.00 | \$200.00 |

SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.10 VersiPak® Flex T-12 Service

4.10.1 Description

VersiPak® Flex T-12 Service provides 12 business lines or terminals and 512K Internet Access on DS1access. It offers flat rated local service, 12 voice mail boxes, 40 email addresses, 700 MB Web Hosting, a local Main Directory Listing and 5,500 minutes of long distance usage. Additional minutes are billed according to the applicable Company toll tariff (intrastate) or published schedule (interstate).

Service includes the following business features:

30-Number Speed Calling Call Forwarding Variable Call Transfer Three-Way Calling Hunting.

The following features can be purchased separately (see Section 5.20):

Caller ID Blocking Call Waiting Call Forward Busy Remote Call Forwarding Distinctive Ring Continuous Redial Last Call Return Priority Call Selective Call Forwarding Selective Call Rejection Remote Access to Call Forwarding Combined Caller ID.

Default signal type may be loop or ground. Service is provided on two-wire only and requires AC power.

SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.10 VersiPak® Flex T-12 Service, (Cont'd.)

4.10.2 Rates and Charges

If required, an off-net facility charge will apply in addition to the rates and charges specified below.

| | per Line or Trunk | | | |
|-------------------------------|-------------------|-----------|-----------|-----------|
| | 12 Months | 24 Months | 36 Months | 60 Months |
| Monthly Recurring Charge | \$625.00 | \$525.00 | \$430.00 | \$365.00 |
| Nonrecurring Charge – Initial | \$200.00 | \$200.00 | \$200.00 | \$200.00 |

SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.11 VersiPak® Flex T-24 Service

4.11.1 Description

VersiPak® Flex T-24 Service provides 24 business lines or terminals and on 1024K Internet Access on DS1access. It offers flat rated local service, 24 voice mail boxes, 40 email addresses, 700 MB Web Hosting, a local Main Directory Listing and 5,500 minutes of long distance usage. Additional minutes are billed according to the applicable Company toll tariff (intrastate) or published schedule (interstate).

Service includes the following business features:

30-Number Speed Calling Call Forwarding Variable Call Transfer Three-Way Calling Hunting

The following features can be purchased separately (see Section 5.20):

Caller ID Blocking Call Waiting Call Forward Busy Remote Call Forwarding Distinctive Ring Continuous Redial Last Call Return Priority Call Selective Call Forwarding Selective Call Rejection Remote Access to Call Forwarding Combined Caller ID

Default signal type may be loop or ground. Service is provided on two-wire only and requires DC power.

SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.11 VersiPak® Flex T-24 Service, (Cont'd.)

4.11.2 Rates and Charges

If required, an off-net facility charge will apply in addition to the rates and charges specified below.

| | per Line or Trunk | | | |
|-------------------------------|-------------------|-----------|-----------|-----------|
| | 12 Months | 24 Months | 36 Months | 60 Months |
| Monthly Recurring Charge | \$1,150.00 | \$900.00 | \$750.00 | \$700.00 |
| Nonrecurring Charge - Initial | \$400.00 | \$400.00 | \$400.00 | \$400.00 |

SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.12 VersiPak® Power T-12 Service

4.12.1 Description

VersiPak® Power T-12 Service provides 12 analog, digital or PRI trunks with the remainder to be used for Internet Access, not to exceed a DS1 maximum. Service includes flat-rated local service, 40 email addresses, 700 MB Web Hosting, a local Main Directory Listing and 5,500 minutes of long distance usage. Additional minutes are billed according to the applicable Company toll tariff (intrastate) or published schedule (interstate).

For the Customer utilizing Analog Trunks, Service includes up to 100 Individual Telephone Numbers. Analog Trunks default signal type may be loop or ground, Line Code/Framing B8Za-ESF. Service may be provisioned as inward only and requires DC power.

For the Customer utilizing Digital Trunks, Service includes: Calling Name Transmission, Calling Number Transmission and up to 100 Individual Telephone Numbers. The Customer may request Call Transfer on Trunks, Multiple Trunk Groups and additional route indices at no additional charge. Digital Trunks Line Code/Framing B8Za-ESF (no AMI). Service can be provisioned as Inward, Outward or Two-Way and requires DC power.

For the Customer utilizing PRIs, VersiPak® Power T-12 Service includes Calling Name Transmission, Calling Number Transmission and up to 100 Individual Telephone Numbers. The PRI Customer may request Call by Call, Calling Party Number Management (E911 and CARE), Calling Name Delivery, Calling Number Delivery and Two B-Channel Transfer at no additional charge. PRI Service is provisioned only as standard switch protocol option 5E, N1-2, N1-1, Line Coding B8Za – ESF, Pulsing ISDN. Customer yields to glare and requires DC Power.

SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.12 VersiPak® Power T-12 Service, (Cont'd.)

4.12.2 Rates and Charges

If required, an off-net facility charge will apply in addition to the rates and charges specified below.

| | Per Line or Trunk | | | | |
|--------------------------|---|----------|----------|----------|--|
| | <u>12 Months</u> <u>24 Months</u> <u>36 Months</u> <u>60 Mo</u> | | | | |
| Monthly Recurring Charge | \$1,025.00 | \$680.00 | \$550.00 | \$455.00 | |
| Nonrecurring Charge - | \$200.00 | \$200.00 | \$200.00 | \$200.00 | |
| Initial | | | | | |

SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.13 VersiPak® Power T-24 Service

4.13.1 Description

VersiPak® Power T-24 Service provides 24 digital trunks or PRIs with the remainder to be used for Internet Access, not to exceed a 2xDS1 maximum. It offers flat rated local service, 100 email addresses, 1 GB Web Hosting, a local Main Directory Listing and 5,500 minutes of long distance usage. Additional minutes are billed according to the applicable Company toll tariff (intrastate) or published schedule (interstate).

For the Customer utilizing Digital Trunks, service includes Calling Name Transmission, Calling Number Transmission and up to 100 Individual Telephone Numbers. Digital Trunk Customer may request Call Transfer on Trunks, Multiple Trunk Groups and additional route indices at no additional charge. Digital Trunks Line Code/Framing B8Za-ESF (no AMI). Service can be provisioned as Inward, Outward or Two-Way and requires DC power.

For the Customer utilizing PRIs, service includes Calling Name Transmission, Calling Number Transmission and up to 100 Individual Telephone Numbers. The PRI Customer may request Call by Call, Calling Party Number Management (E911 and CARE), Calling Name Delivery, Calling Number Delivery and Two B-Channel Transfer at no additional charge. PRI service is provisioned only as standard, switch protocol option 5E, N1-2, N1-1, Line Coding B8ZA-ESF, Pulsing ISDN. Customer yields to glare and service requires DC power.

SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.13 VersiPak® Power T-24 Service, (Cont'd.)

4.13.2 Rates and Charges

If required, an off-net facility charge will apply in addition to the rates and charges specified below.

| | Per Line or Trunk | | | |
|-------------------------------|-------------------|------------|-----------|-----------|
| | 12 Months | 24 Months | 36 Months | 60 Months |
| Monthly Recurring Charge | \$1,350.00 | \$1,100.00 | \$950.00 | \$900.00 |
| Nonrecurring Charge - Initial | \$400.00 | \$400.00 | \$400.00 | \$400.00 |

SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.14 VersiPak® Power T-48 Service

4.14.1 Description

VersiPak® Power T-48 Service provides 48 digital trunks or PRIs with the remainder to be used for Internet Access, not to exceed a 3xDS1 maximum. Service includes flat-rated local service, 200 email addresses, 3 GB Web Hosting, a local Main Directory Listing and 5,500 minutes of long distance usage. Additional minutes are billed according to the applicable Company toll tariff (intrastate) or published schedule (interstate).

For the Customer utilizing Digital Trunks, service includes: Calling Name Transmission, Calling Number Transmission and up to 100 Individual Telephone Numbers. Digital Trunk Customer may request Call Transfer on Trunks, Multiple Trunk Groups and additional route indices at no additional charge. Digital Trunks Line Code/Framing B8Za-ESF (no AMI). Service may be provisioned as Inward, Outward or Two-Way and requires DC power.

For the Customer utilizing PRIs, service includes Calling Name Transmission, Calling Number Transmission and up to 100 Individual Telephone Numbers. The PRI Customer may request Call by Call, Calling Party Number Management (E911 and CARE), Calling Name Delivery, Calling Number Delivery and Two B-Channel Transfer at no additional charge. PRI service is provisioned only as standard, switch protocol option 5E, N1-2, N1-1, Line Coding B8ZA-ESF, Pulsing ISDN. Customer yields to glare and service requires DC power.

SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.14 VersiPak® Power T-48 Service, (Cont'd.)

4.14.2 Rates and Charges

If required, an off-net facility charge will apply in addition to the rates and charges specified below.

| | Per Line or Trunk | | | |
|-------------------------------|-------------------|------------|------------|------------|
| | 12 Months | 24 Months | 36 Months | 60 Months |
| Monthly Recurring Charge | \$1,600.00 | \$1,350.00 | \$1,200.00 | \$1,150.00 |
| Nonrecurring Charge - Initial | \$400.00 | \$400.00 | \$400.00 | \$400.00 |

SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.15 Voice T1 Service

4.15.1 Description

Voice T1 Service connects suitably-equipped Customer Premises Equipment (CPE) to the Company's switching equipment using a digital transport facility. Each link is configured with 24 DS0s or channels that can be provisioned with either ISDN or non-ISDN digital signaling, depending on the CPE requirements and application needs.

The Voice T1 Service Customer who selects the Company as their long distance provider for both interLATA and intraLATA calling, or for interLATA only, receives a monthly allowance of 5,000 long distance minutes of usage per Voice T1. Additional minutes are billed according to the applicable Company published toll schedule. The Customer who does not select the Company as their long distance provider is not eligible to receive the monthly allowance of 5,000 long distance minutes of usage.

Supplemental features and telephone numbers are available at an additional charge (see Section 5).

Service is available as equipment and facilities permit.

SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.15 Voice T1 Service, (Cont'd.)

4.15.2 Rates and Charges

| | Per Line or Trunk | | | |
|--------------------------|-------------------|-----------|-----------|-----------|
| | 12 Months | 24 Months | 36 Months | 60 Months |
| Monthly Recurring Charge | \$570.00 | \$523.00 | \$475.00 | \$451.00 |
| Nonrecurring Charge | \$1,000.00 | \$750.00 | \$500.00 | \$500.00 |

SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.16 Complete Lines/Trunks Service

4.16.1 Description

Complete Lines/Trunks Service a local exchange product available to local end user Customers served from a Company switch and who are also purchasing one of the following products: Complete Dynamic Service, Channel 12 Service or Voice T1 Service. Complete Lines/Trunks Service will be provisioned at either DS0 or DS1 access facility basis, depending on the minimum and maximum line/trunk counts identified below. The Complete Lines/Trunks Customer is eligible to purchase the Complete Line/Trunk Enhanced Feature Pack as defined below. Additional optional features are available pursuant to Section 5. Toll services are provided pursuant to the Company's Toll Tariff.

The Complete Lines/Trunks Service Customers purchasing the service with a DS1 access facility may select in any combination the following product types. Customer must select a minimum of 8 lines, trunks or channels.

Business Exchange Lines PBX DID Trunks PBX DOD Trunks PBX Combination Trunks PBX Combination Trunks w/DID PRI B Channel -DID Trunks PRI B Channel -DOD Trunks PRI B Channel -Combination Trunks PRI B Channel -Combination Trunks w/DID PRI D Channel (per DS1 access facility)

The Customer purchasing the service at a DS0 level may select one of the following product types. Customers selecting over 7 lines or trunks will be provisioned at the DS1 facility basis.

Business Exchange Lines PBX DOD Trunks PBX Combination Trunks

SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.16 Complete Lines/Trunks Service, (Cont'd.)

4.16.2 Complete Lines/Trunks Feature Pack

Complete Lines/Trunks Feature Pack includes the following line-based features:

Last Call Return Anonymous Call Rejection Automatic Recall Call Forward Call Hold Call Transfer Call Waiting Caller ID Number Only Combined Caller ID **Distinctive Ringing** DNIS (Dialed Number Identification Service)** Calling Number and Name Transmission Remote Activation Call Forwarding 8/10 Number Speed Calling 30 Number Speed Calling Three Way Calling

** Only available on the DS1 product.

Customer may purchase Complete Lines and Trunks Feature Pack at a monthly rate of \$10.00 per line/trunk. Line-based features may only be provisioned on business exchange lines.

SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.16 Complete Lines/Trunks Service, (Cont'd.)

4.16.3 Terms

Complete Lines/Trunks is available under Month to Month, 12 month, 24 month or 36 month Term Agreements. Each commitment level will be charged Monthly Recurring and Nonrecurring rates as specified below.

A. Nonrecurring Charges

| DS1 or PRI Facility | | <u>12 Months</u> \$1000.00 | <u>24 Months</u> \$750.00 | <u>36 Months</u> \$500.00 |
|-------------------------------|---------|-------------------------------|------------------------------|------------------------------|
| DS0-Lines/Trunks, Per Line | \$20.00 | \$20.00 | \$20.00 | \$20.00 |

B. Monthly Recurring Charges

| Business Exchange Lines, Trunks or PRI B Channels | <u>Monthly</u> \$12.25 | 12 <u>Months</u> \$12.25 | 24 <u>Months</u> \$11.03 | 36 <u>Months</u> \$10.41 |
|--|---------------------------|--------------------------------|--------------------------------|--------------------------------|
| D Channel (per DS1 access facility) | \$110.00 | \$110.00 | \$ 99.00 | \$93.50 |
| Enhanced Feature Pack (per line/channel) | \$ 10.00 | \$ 10.00 | \$10.00 | \$10.00 |

Complete Lines/Trunks (with DS0 facility) per line or trunk

Complete Lines/Trunks (with DS1 access facility) per line or trunk

| | | 12 | 24 | 36 |
|-----------------------------------|----------------|---------|---------|---------|
| | <u>Monthly</u> | Months | Months | Months |
| Business Exchange Lines or trunks | \$32.50 | \$32.50 | \$29.25 | \$27.63 |
| | | | | |
| Enhanced Feature Pack | \$10.00 | \$10.00 | \$10.00 | \$10.00 |
| (per line/channel) | | | | |

SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.16 Complete Lines/Trunks, (Cont'd.)

4.16.4 Expiration of Term Agreement

Upon expiration of the initial term, the term agreement will automatically renew on a month-to-month basis at the same monthly rates.

1.16.5 Termination Fees

Consistent with the Customer's agreement, a termination liability charge will be applicable for service rate elements provided under the Complete Lines/Trunks term payment Plan when service is cancelled prior to the end of the chosen Term Plan. The termination fee is equal to the number of months remaining under the term agreement multiplied by the monthly rate for the Services multiplied by one hundred (100) percent. The Customer is obligated to pay such charges within thirty (30) days of termination. In the event service is provided via a third party, the Customer is responsible for all cost incurred for such early termination with our service provider.

SECTION 4 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

4.17 IntraLATA Toll Service

IntraLATA toll service is provided in accordance with the regulations and schedules of charges specified in Toll Tariff of **tw telecom of kansas city llc** - MO PSC No. 9.

4.18 Basic Exchange Line Service

Basic Line Service provides a Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Company-provided Basic Lines. Each Basic Line is provided with Touch Tone as a standard feature, which can be deleted at the Customer's option.

4.18.1 Basic Exchange Line Service Rates

| | Nonrecurring | Monthly |
|--|--------------|------------------|
| | Charge | Recurring Charge |
| Basic Local Exchange Service Multi - Per | | |
| Trunk | | |
| Zone 1 | \$47.00 | \$39.25 |
| Zone 2 | \$47.00 | \$40.75 |
| Zone 3 | \$47.00 | \$43.25 |
| | | |
| Flat Line: | | |
| Zone 1 | \$47.00 | \$30.25 |
| Zone 2 | \$47.00 | \$31.50 |
| Zone 3 | \$47.00 | \$33.25 |
| | | |

SECTION 5 - SUPPLEMENTAL SERVICES

5.1 Business Features

5.1.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

5.1.2 Description of Features

A. Three Way Calling

The Three Way Calling feature allows a Customer to add a third party to an existing two-way call and form a 3-way call. The call must have been originated from outside the station group and terminate to a station within the station group. The Call Hold feature allows a Customer to put any in-progress call on hold by flashing the switch hook and dialing a code. This frees the line to allow the Customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the original call.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

- 5.1 Business Features, (Cont'd.)
 - 5.1.2 Description of Features, (Cont'd.)
 - B. Call Forwarding

Call Forwarding, when activated, redirects attempted terminating calls to another Customer specific line. The Customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding.

The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding is billed for the forwarded leg of the call.

Call Forwarding - Busy automatically reroutes an incoming call to a Customer predesignated number when the called number is busy.

Call Forwarding - Don't Answer automatically reroutes an incoming call to a Customer predesignated number when the called number does not answer within the number of rings programmed by the Company.

Call Forwarding - Variable allows the Customer to choose to reroute incoming calls to another specified telephone number. The Customer must activate and deactivate this feature.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

- 5.1 Business Features, (Cont'd.)
 - 5.1.2 Description of Features, (Cont'd.)
 - C. Call Waiting

Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

D. Distinctive Ringing

If the user has subscribed to additional telephone numbers (maximum of two), incoming calls may be distinguished via a unique ring.

E. Speed Calling

This feature allows a user to dial selected numbers using one or two digits. Up to eight numbers (single digit, or thirty numbers with two digits) can be selected.

F. Call Transfer

Call Transfer allows a Customer to receive an incoming call, then transfer the calling party to any other number.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

- 5.1 Business Features, (Cont'd.)
 - 5.1.2 Description of Features, (Cont'd.)
 - G. Caller ID
 - 1. Caller ID with Number Delivery

The Caller ID feature allows a Customer to see a caller's number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the number, date and time of each incoming call - including calls that are not answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE.

2. Combined Caller ID

The Caller ID feature allows a Customer to see a caller's name and number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the number, date and time of each incoming call - including calls that are not answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE.

3. Caller ID Blocking

This feature allows the calling party to block display of its name and number on the called party's station equipment.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

- 5.1 Business Features, (Cont'd.)
 - 5.1.2 Description of Features, (Cont'd.)
 - H. Continuous Redial

The continuous redial feature allows a Customer to automatically redial the last number dialed. This is accomplished by the Customer activating a code. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then redials the call for the Customer.

The Continuous Redial feature also allows Customers, having reached a busy number, to dial a code before hanging up. Continuous Redial feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the call is automatically redialed and the Customer is notified of the connected call via a distinctive ring.

I. Selective Call Forwarding

Selective Call Forwarding allows a Customer to specify a special list of a maximum of fifteen (15) telephone numbers. Incoming calls placed to the Customers from telephone numbers on that list will automatically be forwarded to a predefined telephone number. All other calls will be handled normally.

J. Selective Call Rejection

Selective Call Rejection enables a Customer to reject call attempts from up to fifteen (15) numbers by dialing a code and the telephone numbers of calls to be rejected. Any call 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 directory number of the most recent call received by dialing a code after completing the call.

K. Call Hold

Allows call to be placed on hold.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.1 Business Features, (Cont'd.)

- 5.1.2 Description of Features, (Cont'd.)
 - L. Automatic Recall

Enables calling party to automatically call back last number dialed.

M. Anonymous Call Rejection

Allows Customer to reject calls if the calling number is marked as private.

N. Remote Access to Call Forward

Remote Call Forwarding allows a Customer the ability to purchase additional Directory Numbers and to have calls to those telephone numbers forwarded on a permanent basis to a designated telephone number.

- 1. Conditions
 - a. The telephone number to which calls are forwarded is userdefined.
 - b. Changes to this number are made via a service order.
 - c. Customers can request additional paths for Remote Call Forwarding service.
 - d. A flat-rated monthly recurring charge applies for each main Remote Call Forwarding Directory Number and for each additional path ordered.
- O. Priority Call

Allows Customer to program up to six (6) numbers to be identified by a special ring/call waiting tone.

P. Last Call Return

Allows Customer (called party) to call back the number of the last incoming call.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.1 Business Features, (Cont'd.)

5.1.3 Rates and Charges

A. Recurring and Nonrecurring Charges

| Feature | Monthly Recurring | Nonrecurring |
|-------------------------------------|----------------------|--------------|
| | Charge | Charge |
| Anonymous Call Rejection | \$ 1.00 | \$0.00 |
| Last Call Return | \$ 1.00 + \$0.75/use | \$0.00 |
| Automatic Recall, per use | \$ 1.00 + \$0.75/use | \$0.00 |
| Selective Call Rejection | \$3.00 | \$0.00 |
| Call Hold, per use | \$1.00 | \$0.00 |
| Call Forward | \$1.00 | \$0.00 |
| Call Transfer (for lines) | \$2.00 | \$0.00 |
| Call Waiting | \$2.00 | \$0.00 |
| Combined Caller ID | \$5.00 | \$0.00 |
| Caller ID with Number | \$2.50 | \$0.00 |
| Distinctive Ringing – First Number | \$1.00 | \$0.00 |
| Distinctive Ringing – Second Number | \$1.00 | \$0.00 |
| Remote Access to Call Forward | \$5.00 | \$0.00 |
| Remote Call Forward – Initial Path | \$12.00 | \$0.00 |
| Remote Call Forward – Add'l Path | \$12.00 | \$0.00 |
| 8/10 Number Speed Calling | \$1.00 | \$0.00 |
| 30 Number Speed Calling | \$2.00 | \$0.00 |
| 3 Way Calling | \$2.00 | \$0.00 |
| Caller ID Blocking | \$0.00 | \$0.00 |
| Continuous Redial | \$3.50 | \$0.00 |
| Selective Call Forward | \$3.50 | \$0.00 |
| Priority Call | \$3.50 | \$0.00 |

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

- 5.1 Business Features, (Cont'd.)
 - 5.1.3 Rates and Charges, (Cont'd.)
 - B. Connection Charges

Connection charges apply when a Customer requests connection to one or more custom calling features. Orders requested for the same Customer account made at the same time for the same premises will be considered one request. These charges will not apply if the features are ordered at the same time as other work for the same Customer account at the same premises.

C. Trial Period

The Company may elect to offer a free or reduced rate trial of any new custom calling feature(s) to prospective Customers within 90 days of the establishment of the new feature.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

- 5.2 Service and Promotional Trials
 - 5.2.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential Customer to a service to which the Customer has not previously subscribed.

- 5.2.2 Regulations
 - A. Appropriate notification of the Trial will be made to all eligible Customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
 - B. During a Service Trial, the service(s) is provided automatically to all eligible Customers, except those Customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A Customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, Customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.
 - C. During a Promotional Trial, the service is provided to all eligible Customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A Customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, Customers that do not contact the Company will be disconnected from the service.
 - D. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per Customer, per premises.
 - E. The Company retains the right to limit the size and scope of a Promotional Trial.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

- 5.3 Busy Verification and Interrupt Service
 - 5.3.1 General

Upon request of a calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption.

- 5.3.2 Rate Application
 - A. A Verification Charge will apply when:
 - 1. The operator verifies that the line is busy with a call in progress, or
 - 2. The operator verifies that the line is available for incoming calls.
 - B. Both a Verification Charge and an Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the Customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.
 - C. No charge will apply when the calling party advises that the call is from an official public emergency agency.
- 5.3.3 Rates and Charges

| Verification Charge, each request | Per Call \$1.20 |
|-----------------------------------|--------------------|
| Interrupt Charge, each request | \$1.85 |

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

- 5.4 Directory Assistance Service
 - 5.4.1 General

A Customer may obtain assistance, for a charge, in determining a telephone number within the local calling area by dialing Directory Assistance Service. A Customer may obtain directory listing information for any location within the United States by dialing 411 or 1 + (area code) + 555-1212 (National Directory Assistance). A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired. A maximum of two number requests is allowed per call.

5.4.2 Regulations

- A. A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:
 - 1. Calls from coin telephones, including COCOTS.
 - 2. Requests for telephone numbers of non-published service.
 - 3. Requests in which the Directory Assistance operator provides an incorrect number. The Customer must inform the Company of the error in order to receive credit.
 - 4. Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory. Individuals must be certified, up to a maximum of 50 requests per month.
 - 5. Calls from Hospitals.
- B. The first three (3) calls each month, per service location, for requests to Directory Assistance will not be charged. Thereafter the rate per call is as listed below. There are no billing exemptions or allowances for National Directory Assistance requests.
- C. Where the Customer places a call to Directory Assistance via an operator or has Directory Assistance charges billed to a calling card or a telephone number other than the originating number, charges will apply as specified in Section 5.4.4 below.
SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.4 Directory Assistance Service, (Cont'd.)

5.4.3 Directory Assistance Call Completion

The charges as shown below apply for each request made to the Directory Assistance Operator in which the operator completes the call to the desired number, and are in addition to the charge for Directory Assistance. Only local calls can be completed automatically by using Directory Assistance Call Completion. If the Customer elects to have an intraLATA toll call completed by the Local Directory Assistance operator, the Company's standard intraLATA toll per minute charges will apply.

5.4.4 Directory Assistance Rates and Charges (Per Call)

| Directory Assistance, per Query (411) | <u>Per Call</u> \$0.25 |
|---|---------------------------|
| Operator Dialed (411) | \$0.58 |
| National Directory Assistance, per Query (555-1212) | \$1.99 |
| Call Completion Charge Per Call Completed | \$1.35 |

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.5 Local Operator Service

5.5.1 General

Local calls may be completed or billed with the live or mechanical assistance of the Company's operator center. Calls may be billed collect to the called party, to an authorized third party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local and intraLATA operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call, as indicated below.

5.5.2 Rates and Charges

| | Per Call |
|-------------------------------|----------|
| Customer Dialed Calling Card | \$0.60 |
| Person-to-Person | \$1.50 |
| Third Number Billed | \$0.75 |
| Collect Call | \$0.75 |
| All Other Operator Assistance | \$0.75 |

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.6 VoiceMail Service

5.6.1 General

Voice Mail Service (VMS) provides the Customer with the capability to receive, send, store and retrieve voice messages over the telephone network. VMS is offered where Simplified Message Desk Interface II (SMDI II) and VMS facilities are available.

The basic component of VMS is the mailbox which provides for receipt and storage of messages. VMS is accessed via a touchtone telephone or similar Dual Tone Multifrequency (DTMF) device and requires the input of a passcode.

VMS is comprised of tiered levels of applications in packages with one or more optional features available. The Customer must access Voice Mail through the use of other network access service provided by the Company or other telecommunications common carriers. Such access, including applicable local usage and toll charges, is the responsibility of the Voice Mail Service subscriber.

5.6.2 Business (including Centrex) VMS Offerings

Basic Mailbox - provides the Customer with Call Answering and Messaging and Busy Greeting abilities. A Basic Mailbox may receive thirty (30) messages in a billing period for the flat fee, messages over the allowance will be charged an additional per-message charge. Features include Delivery Options and 5 Group Lists. The VMS mailbox holds 15 messages, with a 14 day retention period, a Greeting length of 1 minute and the ability to receive messages of 2 minutes duration. Call Forward Busy (CFB), Call Forward Don't Answer (CFDA) and Message Waiting Indicator (MWI) are included.

Enhanced Mailbox - provides the Customer with Call Answering and Messaging, Busy Greeting, Reminder and Future Delivery abilities. Features include Delivery Options, 15 Group Lists and Extended Absence Greeting. An Enhanced mailbox may receive 50 messages in a billing period for the flat fee, messages over the allowance will be charged a per message charge. The VMS mailbox holds 30 messages, with a 31 day retention period, a Greeting length of 1.5 minutes and the ability to receive messages of 4 minutes duration. Call Forward Busy (CFB), Call Forward Don't Answer (CFDA) and Message Waiting Indicator (MWI) are included.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.6 VoiceMail Service, (Cont'd.)

5.6.2 Business (including Centrex) VMS Offerings, (Cont'd.)

Deluxe Mailbox - provides the Customer with Call Answering and Messaging, Busy Greeting, expanded Reminder, and Future Delivery abilities. Features include Delivery Options, 15 Group Lists, Extended Absence Greeting and Revert to Operator. A business stand-alone Deluxe Mailbox may receive 75 messages in a billing period for the flat fee, messages over the allowance will be charged an additional per message charge. The VMS mailbox allows up to 60 messages, with a 45-day retention period and a Greeting length of 1.5 minutes. Message may be up to 5 minutes duration per message. Call Forward Busy (CFB), Call Forward Don't Answer (CFDA) and Message Waiting Indicator (MWI) are included.

Deluxe Multi-Mailbox - provides the Customer with Call Answering and Messaging, Busy Greeting, expanded Reminder, and Future Delivery options. Up to four sub-mailboxes may be provided. A business stand-alone Deluxe Multi-Mailbox may receive 75 messages in a billing period for the flat fee, messages over the allowance will be charged an additional per message charge. Features include Delivery Options, 15 Group Lists, Extended Absence Greeting and Revert to Operator. The VMS mailbox holds up to 60 messages, with a 45-day retention period, a Greeting length of 1.5 minutes and the ability to receive messages of up to 5 minutes duration. Call Forward Busy (CFB), Call Forward Don't Answer (CFDA) and Message Waiting Indicator (MWI) are included.

5.6.3 Voice Mail Recurring and Nonrecurring Charges

Service order charges apply per main billing account as described in Section 5 of this tariff. Service is offered on a month to month basis.

Per Individual Mailbox (up to 100 Mail Addresses):

| | Monthly Recurring <u>Charge</u> | Nonrecurring Charge |
|----------------------|------------------------------------|------------------------|
| Basic Mailbox | \$11.00 | \$0.00 |
| Enhanced Mailbox | \$19.00 | \$0.00 |
| Deluxe Mailbox | \$24.00 | \$0.00 |
| Deluxe Multi-Mailbox | \$30.00 | \$0.00 |

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.7 Blocking Service

5.7.1 General

Blocking service is a feature that permits Customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to business Customers. One, all, or any combination may be selected.

- A. 900, 971, 974, 976 & 700 NPA Blocking allows the Customer to block all calls beginning with the NPA of 900, 971, 974, 976 and 700 (i.e. 900-XXX-XXXX) from being placed.
- B. Toll Restriction (1+ and 0+ Blocking) provides the Customer with a method of denying access to some or all of the toll network and operator services. Toll Restriction will not block the following types of calls: 911 (Emergency) and 1 + 800 (Toll Free) calls.

The following options are available with Toll Restriction. One, all, or any combination may be selected:

- 1. "0+" restricts access to 0+ calls though the operator (IntraLATA, InterLATA and International).
- 2. "1+" restricts access to 0+ calls through the operator (IntraLATA, InterLATA and International).
- 3. "IntraLATA 0+/1+" restricts access to IntraLATA 0+/1+ calls only.
- 4. "InterLATA 0+/1+" restricts access to InterLATA 0+/1+ calls only.
- 5. "01" restricts access to operator assisted international calls only.
- 6. "011" restricts access to international direct dialed calls only.
- 7. "411" restricts calls to 411 directory assistance.
- 8. "555" restricts calls to NXX-555-1212 directory assistance.
- C. Billing Restriction Blocking provides the Customer with a method of denying all third number billed and/or collect calls to a specific telephone number provided the transmitting operator checks the validation data base.

One or both of the following options are available:

- 1. Third Number Billed
- 2. Collect Call

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

- 5.7 Blocking Service, (Cont'd.)
 - 5.7.2 Regulations
 - A. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
 - B. Blocking Service is available where equipment and facilities permit.
 - C. Blocking Service or a telephonic block can only be removed pursuant to a written request by the Customer of record, or by the Customer of record providing the correct password over the telephone, or by a request made in person by such Customer. The Customer of record can provide a personal pass to use to remove
 - 5.7.3 Blocking Service Rates and Charges
 - A. Pricing for Blocking Service for a business Customer with more than 200 lines will be based on the costs incurred by Company to provide the service on an ICB Basis.
 - B. Additional charges apply as specified in Section 4.1 of this tariff.
 - C. Recurring and Nonrecurring Charges

| | Monthly Recurring | Nonrecurring |
|----------------------|-------------------|---------------|
| | <u>Charge</u> | <u>Charge</u> |
| Call Blocking: | \$0.00 | \$0.00 |
| Toll Restriction: | \$0.00 | \$0.00 |
| Billing Restriction: | \$0.00 | \$0.00 |

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.8 Listings

5.8.1 General

The Company does not own or control directory publishing in the service area, but does offer Customers listings in local directories through external agreements. No liability of any nature whatsoever shall attach to the Company or to any other common carrier that furnishes any portion of the Company's service for damages arising from errors, mistakes, omissions or delays of the Company or its agents or employees in handling directory listings or listings in any directory assistance database.

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

Only information necessary to identify the Customer is included in these listings. Abbreviations may be used. A listing may be rejected if it is judged to be advertising or judged to be objectionable. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service will not be accepted as a listing unless the Customer is legally doing business under that name.

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

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.8 Listings, (Cont'd.)

5.8.2 Composition of Listings

- A. Name
 - 1. Business Service

The following names may be included in business service listings:

- a. The name of Customer or joint user.
- b. The name of each business enterprise which the Customer or joint user conducts.
- c. The name by which the business of a Customer or joint user is known to the public. Only one such name representing the same general line of business will be accepted.
- d. The name of any person, firm or organization which the Customer or joint user is authorized to represent, or the name of an authorized representative of the Customer or joint user.
- e. Alternative spelling of an individual name or alternative arrangement of a business name, provided the listing is not for advertising purposes.
- f. The name of a publication issued periodically by the Customer or joint user.
- g. The name of an inactive business organization in a crossreference listing when authorized by such business or organization.
- h. The name of a member of Customer's domestic establishment when business service is furnished in the Customer's residence.
- i. The name of a corporation which is the parent or a subsidiary of the Customer.
- j. The name of a resident of a hotel, apartment house, boarding house or club which is furnished PBX service, may be included in a residence type listing with the telephone number of the PBX service.
- k. The name of the Customer to a sharing arrangement.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.8 Listings, (Cont'd.)

5.8.2 Composition of Listings, (Cont'd.)

B. Designation

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

A designation may include a title to indicate a listed party's official position, but not the name of the firm or corporation with which the individual is connected. Individual names or titles are not shown following the name of a firm or corporation.

A term such as "renting agent" may be included in a listing indented under the name of a building, provided the agent maintains a renting office in such a building.

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

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

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.8 Listings, (Cont'd.)

- 5.8.2 Composition of Listings, (Cont'd.)
 - C. Address

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

D. Telephone Number

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

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

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.8 Listings, (Cont'd.)

5.8.3 Types of Listings

A. Main Listing

- 1. Main Standard Listing A Main Standard Listing includes a name, designation, address and telephone number of the Customer. It appears in the White Pages of the telephone directory and in Directory Assistance records. The designation in the listing will be provided according to the rules as set forth in this Section.
- 2. Additional Main Listing Customers may arrange for an additional main listing. An additional main listing is a Main Standard Listing providing for a non-hunting extra-line or for the first line of each multi-line hunt.
- 3. CD-ROM White Pages listing Customers may purchase a CD-ROM version of the white pages listing.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.8 Listings, (Cont'd.)

5.8.3 Types of Listings, (Cont'd.)

B. Premium Listings

1. Additional Listings

Customers may arrange for additional listings, similar to the Main Standard Listing, at the additional listing rate. Listings may include abbreviated names, names which are commonly spelled several ways, rearrangements of names and nicknames by which the Customer is commonly known. All names will be included in their proper alphabetical order. If the above additional listing does not readily identify the Customer, it shall be necessary to include a line of information stating "same as" or "see" and a reference to the name contained in the main listing at the Extra Listing Line Rate. Listings will not be accepted for the purpose of securing preferential publicity or position.

2. Extra Listing Lines

Lines of information acceptable to the Company may be arranged at the rate shown in the schedule to appear in addition to a main listing for the purpose of facilitating use of the service.

3. Alternate Call Listings

Any listed party who has made the necessary arrangements for receiving telephone calls during his or her absence may have an alternate telephone number listing or a night listing. Such listing may be furnished as an indented listing or as a sub-caption.

The telephone number in such a listing may be that of another service furnished to the same Customer or to one of the Customer's PBX trunks not included in the incoming service group, or the service furnished to a different Customer.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.8 Listings, (Cont'd.)

- 5.8.3 Types of Listings, (Cont'd.)
 - B. Premium Listings, (Cont'd.)
 - 4. Alternate User Listings

An Alternate User Listing may be furnished when it is necessary to refer the directory user to an alternate listing when there are joint users of the same telephone number.

5. Cross Reference Listings

A Cross Reference Listing may be furnished in the same alphabetical group with the related listing when it is necessary to refer the directory user to another directory listing.

6. Suite Listing

A Suite Listing allows the Customer to add its office or suite number to a Main or Additional Main directory listing. A Suite Listing may not be purchased as a standalone listing.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.8 Listings, (Cont'd.)

5.8.4 Rates for Business Listings

There is a monthly recurring and a one time nonrecurring charge for premium business listings. This charge takes effect as soon as the listing is shown on the Directory Assistance Records.

There is a one-time nonrecurring charge for each request to move or change a listing. If the request is received after the directory publisher's deadline for such changes, an additional late charge will apply.

| Type of Listing | Monthly Recurring | Nonrecurring |
|---------------------------------|-------------------|---------------|
| | <u>Charge</u> | <u>Charge</u> |
| Main Standard Listing – Local | \$0.00 | \$0.00 |
| Main Standard Listing – Foreign | \$6.00 | \$10.00 |
| Additional Main Listings | \$6.00 | \$10.00 |
| CD-ROM White Pages Listing | \$0.00 | \$10.00 |
| Additional Listing | \$6.00 | \$10.00 |
| Extra Listing Lines | \$6.00 | \$10.00 |
| Alternate Call Listings | \$6.00 | \$10.00 |
| Alternate User Listing | \$6.00 | \$10.00 |
| Cross Reference Listings | \$6.00 | \$10.00 |
| Suite Listing | \$6.00 | \$10.00 |
| Move / Change Charge | N/A | \$10.00 |
| Late Charge | N/A | \$25.00 |
| | | |

No charge applies to a caption or sub caption except as provided.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.9 Non-Published Service

5.9.1 General

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

5.9.2 Regulations

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

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

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

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

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

- 5.9 Non-Published Service, (Cont'd.)
 - 5.9.3 Rates, (Cont'd.)

There is a monthly charge for each non-published service. This charges does not apply if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

There is a one-time nonrecurring charge for each request to move or change a listing. If the request is received after the directory publisher's deadline for such changes, an additional late charge will apply.

| | Monthly Recurring | Nonrecurring |
|-----------------------|-------------------|---------------|
| | <u>Charge</u> | <u>Charge</u> |
| Non-Published Service | \$6.00 | \$10.00 |
| Move / Change Charge | N/A | \$10.00 |
| Late Charge | N/A | \$25.00 |

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.10 Non-Listed Service

5.10.1 General

Non-listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

5.10.2 Regulations

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

The Company will complete calls to a non-listed number.

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

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

5.10.3 Rates

There is a monthly charge for each non-listed service. This charge applies if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

| | Monthly Recurring | Nonrecurring |
|----------------------|-------------------|---------------|
| | Charge | <u>Charge</u> |
| Non-Listed Service | \$6.00 | \$10.00 |
| Move / Change Charge | N/A | \$10.00 |
| Late Charge | N/A | \$25.00 |

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.11 Intercept Call Completion (ICC) Service

5.11.1 General

Where technically feasible, Intercept Call Completion (ICC) allows the caller to be automatically connected to a subscriber's new telephone number after receiving the intercept message. This service is available to Customer that move within the Company's serving area.

5.11.2 Regulations

- A. These regulations, rates and charges are in addition to the regulations, rates and charges found elsewhere in the Company's applicable tariffs.
- B. ICC is available where facilities are available and conditions permit.
- C. The minimum service period for ICC is three (3) months for residence and business Customers. The service may be extended for an additional period by notifying the Company at least five business days prior to expiration of the initial service period.
- D. With ICC, the caller incurs normal usage charges for the call from the point of origination to the intercepted number; the ICC subscriber incurs all applicable intraLATA toll charges between the intercepted number and the new number.
- E. Except with regard to the provision of ICC, the intercepted number is, in all respects, a disconnected service. Third number and collect calls cannot be billed to the intercepted number, and any Calling Card associated with the number is invalid.
- F. Charges will be credited for completion of calls to wrong number, incomplete connections or calls with unsatisfactory transmission.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.12 Information Service Provider NXX Access

The Company provides access to Information Service Provider (ISP) NXXs provisioned by Southwestern Bell Telephone Company. The Company will bill the End User for ISP calls at rates designated by the ISP. See Section 5.7 for optional blocking service which will prohibit the completion and billing of unwanted ISP calls to a Customer service line.

5.13 Recorded Announcement Service

Recorded Announcement Service consists of facilities whereby telephone users may, by calling a particular central office designation and number, obtain recorded messages. Recorded Announcement Service, including the content of the recorded messages, is furnished at the provider's option. Messages may be withdrawn at any time.

Charges Applicable to Calling Parties

5.13.1 Rates and Charges

Each completed Local Recorded Announcement Call \$0.80

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.14 Hunting

5.14.1 Series Completion Hunting (Regular and Circular)

This feature allows individual Directory Numbers (DN) to "series complete" to another DN when the original DN is busy. The Customer provides a list of the lines which will have this feature and the order in which they will hunt. Only 10 stations will be allowed in a series completion. The last DN can point to the 1st DN in the list to provide circular hunting.

A. Regular Series Completion

Any of the numbers in the series can be called. If the called number is busy, the switch will hunt to the next in line. The hunting will always stop at the last number in the group.

B. Circular Series Completion

Any number in the series can be called. If the called number is busy, the switch will hunt to the next in line. The hunting will stop when the number preceding the called number is reached.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.14 Hunting, (Cont'd.)

5.14.2 Rates and Charges

| | Monthly | Nonrecurring |
|--------------------------------------|------------------|---------------|
| | Recurring Charge | <u>Charge</u> |
| Series Completion Hunting - Circular | \$0.00 | \$0.00 |
| Series Completion Hunting - Regular | \$0.00 | \$0.00 |
| Move/Change – See Sec. 4.1 | \$0.00 | \$0.00 |
| Expedite Move/Change - See Sec. 4.2 | \$0.00 | \$100.00 |

5.14.3 Multi-Line Hunting

There are three types of Multi-Line Hunting (MLHG) available: Regular, Circular, and Uniform Call Distribution (UCD).

- A. Regular: Hunting starts with the dialed DN and ends with last member of the hunt group.
- B. Circular: Hunting starts with the dialed DN and ends with the terminal prior to the called DN.
- C. Uniform Call Distribution: When the main MLHG is called, the calls are distributed to the most idle member of the hunt group. If a terminal DN is dialed, circular hunting is used.

| | Monthly | Nonrecurring |
|--|------------------|---------------|
| | Recurring Charge | <u>Charge</u> |
| Multi-Line Hunting - Circular | \$0.00 | \$0.00 |
| Multi-Line Hunting - Regular | \$0.00 | \$0.00 |
| Multi-Line Hunting - Uniform Call Distribution | \$0.00 | \$0.00 |
| Move/Change – See Sec. 4.1 | \$0.00 | \$50.00 |
| Expedite Move/Change - See Sec. 4.2 | \$0.00 | \$100.00 |

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.15 Emergency Reroute Service

5.15.1 Description of Service

Emergency Reroute Service allows a Customer to request the temporary forwarding of a telephone number to an alternate location number designated by the Customer. Emergency Reroute Service is for situations where the Customer requires incoming calls to be rerouted immediately, and on a temporary basis. Emergency Reroute Service is available on a limited basis for Line, Trunk and Voice T-1 services.

The Customer may forward up to three numbers per request. Requests to forward additional numbers will be addressed on an individual case basis. An emergency reroute will remain in place for no more than 30 days from the date initiate.

The Customer is responsible for all measured or message usage or toll charges incurred in the rerouting of calls.

The Company is entitled to rely upon instructions given by telephone from a person representing himself or herself to be an authorized representative of the Customer without further verification so long as the Company has no reason to believe that such person lacks proper authority.

The Company's liability with respect to a claim or suit by a Customer, or any third party, for damages associated with Emergency Reroute Service, including, but not limited to the installation, provision, performance or non-performance of Emergency Reroute Service, shall not exceed an amount equal to the proportionate charge for Emergency Reroute Service for the period during which the service was affected.

5.15.2 Rates and Charge

Per Reroute Occurrence

Nonrecurring Charge \$250.00

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.16 Disaster Routing Service

5.16.1 Description of Service

Disaster Routing Service reroutes incoming calls to a predetermined alternate telephone number. Disaster Routing is available for Trunk and Voice T-1 service.

5.16.2 Disaster Routing Service reroutes incoming calls to a different location when the primary location experiences an out-of-service condition such as a result of a power outage or a wire cut that isolates the primary location from the Company.

The Customer may establish one call path or multiple call paths, with a maximum of 99 call paths per telephone number. The number of call paths determines how many simultaneous calls will be rerouted. The number of call paths selected may not exceed the number of trunks and/or channels associated with the trunk group and should be sized correctly based on the trunks and/or channels of the terminating location. Features may not work in conjunction with this service, such as Calling Name and Number Delivery.

The Customer is responsible for all measured or message usage or toll charges incurred in the rerouting of calls.

The Company's liability with respect to a claim or suit by a Customer, or any third party, for damages associated with Disaster Routing, including but not limited to the installation, provision, performance or non-performance of Disaster Routing, shall not exceed an amount equal to the proportionate charge for Disaster Routing for the period during which the service was affected.

5.16.2 Rates and Charges

| | Per Trunk Group Rerouted | |
|------------------------------------|--------------------------|---------------|
| | Monthly | Nonrecurring |
| | Recurring Charge | <u>Charge</u> |
| 1 Call Path, 12 month Term | \$50.00 | \$250.00 |
| 1 Call Path, 24 Month Term | \$45.00 | \$200.00 |
| 1 Call Path, 36 Month Term | \$40.00 | \$150.00 |
| | | |
| Multiple Call Paths; 12 Month Term | \$65.00 | \$250.00 |
| Multiple Call Paths; 24 Month Term | \$55.00 | \$200.00 |
| Multiple Call Paths; 36 Month Term | \$50.00 | \$150.00 |

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.17 Foreign Exchange Services

5.17.1 Description of Service

Foreign Exchange Service allows a Customer to receive local exchange service from a rate center different from the Customer's physical location. Except as specified below, Foreign Exchange Service is furnished in conjunction with local exchange service such as PRIs or Trunks, pursuant to the applicable local tariff.

Foreign Exchange Service may only be provisioned where Company offers local exchange switched services and as facility and switch conditions permit.

The dial plan (local calling) is associated with this "foreign" rate center. The Company does not guarantee call completion to any Foreign Exchange telephone number from exchanges other than the exchange with which the telephone number is associated, even though End Users in the other exchanges may have local calling plans that include calls to End Users physically located in the exchange with which the Foreign Exchange telephone number is associated.

A. Business Expansion Service (BES)

Business Expansion Service (BES) is an inbound intraLATA only service.

In the event Customer orders BES, the Company reserves the right in its discretion, upon 30 days' notice to Customer, to discontinue, provision or increase the price of any BES subject to this Agreement in the event that regulatory conditions and/or interconnection agreements affecting the Company's provision of BES change after the date of this Agreement. In the event that Customer does not accept the Company's rate increase, Customer may discontinue the affected BES without penalty upon 30 days' notice to the Company. Customer may be required to change its virtual telephone number(s) if Company adds additional equipment, such as a central office, in its serving area and transfers NXX codes into the new equipment. The Company is unable to guarantee the completion of calls to the BES telephone number from exchanges other than the exchange with which the telephone number is associated, even though end users in the other exchanges may have local calling plans that include calls to end users physically located in the exchange with which the BES telephone number is associated.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.17 Foreign Exchange Services, (Cont'd.)

- 5.17.1 Description of Service, (Cont'd.)
 - B. Expanded Exchange Service (EES)

Expanded Exchange Service (EES) is a two way intraLATA only service.

The Company will include the EES telephone number, name and address in the appropriate 911 database; however, any calls to 911 using this EES facility may be routed to an incorrect 911 agency.

C. Intercity Switched Service (ISS)

Intercity Switched Service (ISS) is a two way service.

ISS will not allow access to the appropriate 911 emergency system for the ordered ISS city (cities). Customer must sign the Limitation of Service 911 Access Waiver. The long haul (intercity) transport is provided under separate contract with the Company.

D. One Reach

One Reach Products are provisioned over IP based switching and transport. LocalReach is a two way service whereas VirtualReach is an inbound only service.

One Reach products include up to 5 foreign exchange rate centers within the LATA for no additional charge. If available, Subscriber may add rate centers for \$25.00 per rate center per month. If usage exceeds a DS1 equivalent (300k MOU per month) subscriber must purchase additional One Reach products. Company reserves the right to restrict the number of One Reach products purchased, Customer requested routing specifications and the size/composition of trunk groups and their related rate centers. Specialized configurations may be requested and priced on an Individual Case Basis.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.17 Foreign Exchange Services, (Cont'd.)

5.17.2 Recurring and Nonrecurring Charges

| | BES | EES | 166 | One Reach |
|----------------------|-----------------|---------------|-------------------|---------------------|
| | | | <u>ISS</u> | One Reach |
| Local Access Service | See Section 4 | See Section 4 | See Section 4 | See Section 4 for |
| | | | | Voice T1-PRIs and |
| | | | | managed Gateway |
| | | | | IP Trunks only |
| Foreign Exchange | \$40.00 MRC | \$20.85 MRC | \$100 MRC | Local Reach: |
| Premium Charge | per rate center | per Trunk | per rate center | \$300.00 MRC |
| | | | (BES may be | per DS1 equivalent |
| | | \$20.85 MRC | purchased in | |
| | | per Line | conjunction | Virtual Reach: |
| | | | with ISS) | \$250.00 MRC |
| | | \$20.85 MRC | | per DS1 equivalent |
| | | per Channel | | |
| | | | | |
| | | \$500.00 MRC | | |
| | | per PRI | | |
| Interoffice | N/A | N/A | Provided | Local Reach:\$75.00 |
| Transport | | | pursuant to | MRC per DS1 |
| Charge | | | Private Line | equivalent |
| | | | Tariff tariffs or | |
| | | | an ICB | Virtual Reach: |
| | | | | \$ 50.00 MRC per |
| | | | | DS1 equivalent |
| Individual | See Section 4 | See Section 4 | See Section 4 | \$0.20 MRC |
| Telephone | | | | \$0.35 NRC |
| Numbers | | | | |

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.18 Optional Extended Calling Plans

The following Optional Extended Calling Plans provide the Customer with a larger local calling area for an additional monthly charge. Plans may not be available in all rate centers.

5.18.1 Extended Metro Service

This plan allows Customers to place and receive calls from telephone numbers in specified exchanges for an additional monthly charge. Extended Metro Service requires that the Customer be assigned a telephone number from a designated NPA/NXX (J-Coded Numbers). Incoming calls to Customer's J-Coded NPA-NXX that originate in the Customer's expanded calling area will be recognized in the Company's network as a "local" call to the Customer. However, the ability to receive calls from certain exchanges may be contingent upon the calling party's subscription to a call plan offered by its own service provider.

| | Monthly Recurring | Nonrecurring |
|-------------|-------------------|---------------|
| | <u>Charge</u> | <u>Charge</u> |
| Per Line | \$20.00 | \$0.00 |
| Per Trunk | \$20.00 | \$0.00 |
| Per Channel | \$20.00 | \$0.00 |
| Per PRI | \$460.00 | \$0.00 |

*The monthly charge is in addition to any charges associated with the facility.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.19 Individual Telephone Numbers

5.19.1 Description of Service

Customers may purchase individual telephone numbers for use with Inward and Two-Way Trunks. The first telephone number per trunk group is provided at no charge.

The Company will consider requests for large quantities of numbers on an individual case basis.

5.19.2 Rates and Charges

| | Monthly | Nonrecurring |
|------------|------------------|---------------|
| | Recurring Charge | <u>Charge</u> |
| Per Number | \$0.15 | \$0.35 |

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.20 Supplemental Features

The following features may be used with the Company's stand-alone and integrated products with Digital Trunk and PRI. Features are available as equipment and facilities permit.

5.20.1 Calling Number Delivery

This feature allows the Customer to receive the calling party's number on its station equipment. The Customer is responsible for providing the CPE required for this feature.

| With Digital Trunk Service | Not Available |
|----------------------------|---------------|
| With PRI Service | \$0.00 |

5.20.2 Calling Name Delivery

Requires suitably equipped ISDN switching and terminal equipment and allows the network to pass Calling Name information (along with the calling line identification) between multiple groups within a PRI Serving Arrangement.

| With Digital Trunk Service | Not Available |
|--|---------------|
| With PRI Service | \$ 0.00 |
| With Complete Dynamic Service, Complete Lines & Trunks | \$50.00 |
| Service and Channel 12 Service | |

5.20.3 Calling Number Transmission

This feature allows the Customer to send the calling number to the called party's station equipment. The Customer can restrict transmission through the use of Caller ID Blocking Service as described in Section 5.7.

Blocked Calling Number information will be delivered to certain qualifying Customers as described in FCC Memorandum Opinion and Order, CC Docket No. 91-281, adopted January 4, 2002. Such Customers must certify to the Company their compliance with the waiver order's eligibility requirements.

| With Digital Trunk Service | \$0.00 |
|----------------------------|--------|
| With PRI Service | \$0.00 |

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.20 Supplemental Features, (Cont'd.)

5.20.4 Calling Name Transmission

This feature allows the Customer to send the calling name to the called party's station equipment. The Customer can restrict transmission through the use of the Caller ID Blocking Service as described in Section 5.17.

Blocked Calling Number information will be delivered to certain qualifying Customers as described in FCC Memorandum Opinion and Order, CC Docket No. 91-281, adopted January 4, 2002. Such Customers must certify to the Company their compliance with the waiver order's eligibility requirements.

| With Digital Trunk Service | \$0.00 |
|----------------------------|--------|
| With PRI Service | \$0.00 |

5.20.5 E911 CPN Management

This feature allows a Customer to send its calling number to the E911 dispatcher or PSAP during an emergency call.

| With Digital Trunk Service | Not Available |
|----------------------------|---------------|
| With PRI Service | \$0.00 |

5.20.6 CARE CPN Management

Using this feature, the Company will transmit the Customer's billing telephone number to the Customer's long distance provider. Requests to transmit individual number or CPN information will be handled on an individual case basis.

With Digital Trunk ServiceNot AvailableWith PRI Service\$0.00

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.20 Supplemental Features, (Cont'd.)

5.20.7 Additional Trunk Groups

This feature allows the Customer to separate a facility into two or more trunk groups.

| With Digital Trunk Service | |
|----------------------------|--------|
| Up to 3 trunk groups | \$0.00 |
| More than 3 trunk groups | ICB |
| | |
| With PRI Service | |
| Up to 3 trunk groups | \$0.00 |
| More than 3 trunk groups | ICB |

5.20.8 Call by Call

This feature allows the Customer to set inbound and outbound call thresholds on two-way PRIs so as to prevent call blockage in either direction

| With Digital Trunk Service | Not Available |
|----------------------------|---------------|
| With PRI Service | \$0.00 |

5.20.9 Two-B Channel Transfer

This feature, applicable to two-way PRI service, allows the Customer to receive a call on one B channel and transfer it to an external number using a second B channel. Upon transfer, both B channels are released.

| With Digital Trunk Service | Not Available |
|----------------------------|---------------|
| With PRI Service | \$0.00 |

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.20 Supplemental Features, (Cont'd.)

5.20.10 Call Transfer on Trunks

This feature is available with two-way trunk service. It allows the Customer to receive a call on one trunk and transfer it to an external number using a second trunk. Upon transfer, both trunks release. This service may not be used for more than 20% of the Customer's traffic.

With Digital Trunk Service With PRI Service ICB Not Available

5.20.11 Blocking Service

See Section 5.7 for details

5.20.12 DNIS (Dialed Number Identification Service)

ISDN PRI feature that delivers dialed number, including 8xx numbers, to Customer's PBX or other equipment.

With Digital Trunk Service With PRI Service Not Available \$5.00

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.21 N11 Dialing Service

N11 Dialing Service is a three-digit local dialing arrangement (excluding 411 and 911) available in specified service areas for the delivery of information and referral services via voice grade facilities as required by state and federal regulators.

The local calling area for the rate center of theN11 service subscriber will be the same as the Company's local calling area for that rate center. N11 Dialing Service will be provided as equipment and facilities permit. N11 service is limited to use by agencies approved by applicable federal and/or state regulators.

N11 Dialing Service is delivered via regular exchange access lines, e.g., individual business lines, trunks, etc. Service is furnished subject to the availability of the N11 number.

Access to N11 Dialing Service is not available to the following services:

1+ Toll Services 101XXXX Credit Card Third-Party Billed Collect Calls Inmate Service

Operator assisted calls to the N11 subscriber will not be completed.

The N11 subscriber may not directly or indirectly sell or transfer the N11 number to an unaffiliated entity.

Only one seven or 10-digit local number or one 10-digit toll free number may be used as the lead number per basic local calling area.

All requests for N11 Dialing Service must be submitted in writing to the Commission.

SECTION 5 - SUPPLEMENTAL SERVICES, (CONT'D.)

5.21 N11 Dialing Service, (Cont'd.)

The N11 subscriber shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via the N11 number. If requested by Company, the N11 subscriber shall assist the Company in responding to complaints made to the Company concerning the subscriber's N11 service.

Though the use of these services is free of charge, Customers who subscribe to measured or message-rated service will incur standard local usage charges when accessing N11 Dialing Services.

In no event shall the Company be liable for any losses, damages or claims of any kind arising from the provision of N11 Dialing Service or any Customer's use of such service.

SECTION 6 – PROMOTIONAL OFFERINGS

6.1 Special Promotions

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

SECTION 6 – PROMOTIONAL OFFERINGS, (CONT'D.)

6.2 Channel 12 and Complete Dynamic Service Upgrade Promotion

The Channel 12 and Complete Dynamic Service Upgrade Promotion is offered to current Customers with existing Complete Access contracts that are within 30 days of expiration.

The Channel 12 and Complete Dynamic Service Upgrade Promotion is also offered to current Customers with Channel 12 Service or Complete Dynamic Service contracts that are within 30 days of expiration or whose contracts are out of term.

- The eligible Complete Access Service Customer who upgrades to Channel 12 Service or Complete Dynamic Service with a new contract term of 24 months or longer will receive a discount of up to 10% off the current tariff rate.
- The eligible Channel 12 Service or Complete Dynamic Service Customer who upgrades existing service to the new configuration of Channel 12 Service or Complete Dynamic Service with a new contract term of 24 months or longer will receive a discount of up to 10% off the current tariff rate.

The discount does not apply to any other product or service purchased with the renewal.

This promotion expires on December 31, 2007. A signed contract must be received by the Company by the close of business on January 31, 2008 to qualify. The Customer due date for service installation must be set for no later than March 31, 2008.

SECTION 6 – PROMOTIONAL OFFERINGS, (CONT'D.)

6.3 Customer Renewal and Term Flex Incentive

The Customer Renewal and Term Flex Incentive is offered to existing end user business Customers (excludes ISP and Carrier Customers) who currently bill \$500.00 or more in monthly recurring charges and who renew an existing contract for an eligible service without reconfiguration. The eligible Customer's off net cost must be less than or equal to 35% of the new monthly recurring charge(s). The eligible Customer must maintain the current level of service with the contract renewal.

- The eligible Customer who renews an existing contract with their current services will be allowed to retain the current product monthly recurring charge(s) when purchasing any of the following products under the terms of this promotion.
 - Voice T1 Service
 - Any service offering from the VersiPak® suite of products
 - Channel 12 Service
 - Complete Dynamic Service
- The eligible Customer may also receive additional discounts of up to 5% for a 24-month renewal, 10% for a 36-month renewal, or 15% for a 60-month renewal under the conditions noted below. In addition, the eligible Customer who renews VersiPak® Service (excluding VersiPak® Flex T and Power T products) may be eligible to receive up to a 50% discount off the standard tariff rate when renewing with a contract of 24 months or longer.
 - Additional discounts will be made available to similarly-situated Customers on a nondiscriminatory basis. The Company will consider the following factors when establishing special pricing arrangements:
 - 1. The LATA in which the Customer is located;
 - 2. The horizontal and vertical distance from the central office to the Customer's premises;
 - 3. The availability and location of the network facilities;
 - 4. The type of service;
 - 5. The price of the service;
 - 6. The number of lines (circuits) being used; and
 - 7. The length of the contract term.

SECTION 6 - PROMOTIONAL OFFERINGS, (CONT'D.)

- 6.3 Customer Renewal and Term Flex Incentive, (Cont'd.)
 - Any additional discount described above does not apply to any other product or service purchased with the renewal or to any separately billed recurring off net charges.
 - This offer may not be used in conjunction with any other offers or promotions.
 - This promotion expires on June 30, 2008. A signed contract must be received by the Company by the close of business on July 31, 2008 to qualify. Orders must be received by August 31, 2008.