

BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

In the Matter of the Application of)
Local Access LLC for a Certificate)
To Provide Basic Local, Non-Switched)
and Interexchange Telecommunications) Case No. _____
Services in Portions of the State of)
Missouri and to Classify Said)
Services of the Company as Competitive)

**APPLICATION FOR CERTIFICATE OF SERVICE AUTHORITY TO PROVIDE
BASIC LOCAL EXCHANGE, NON-SWITCHED, AND INTEREXCHANGE
TELECOMMUNICATIONS SERVICES AND FOR COMPETITIVE CLASSIFICATION**

Comes now Local Access LLC (“Local Access” or “Applicant”), by its undersigned counsel, and hereby applies pursuant to Sections 392.361, 392.410, 392.420, and 392.430, 392.450 RSMo 2000, the Federal Telecommunications Act of 1996, 4 CSR 240-3.510 and 4 CSR 240-2.060, for authority to provide Basic Local Exchange, Non-Switched, and Interexchange Telecommunications Services and to classify said service and Applicant as competitive. In support of its Application, Local Access states as follows:

1. Applicant, Local Access is a limited liability company formed under the laws of Michigan. A copy of its formation document is attached as **Exhibit A**. Local Access is authorized to conduct business within the State of Missouri. A copy of this qualification is attached as **Exhibit B**.
2. All inquiries, correspondence, communications, pleadings, notices, orders and decisions relating to this case should be addressed to:

Meghan Largent
Katherine Barker Marshall
Arent Fox LLP
112 S. Hanley Road, Suite 200
Clayton, MO 63105-3418

1717 K Street NW
Washington, DC 20036

Telephone: (202) 857-6104
Facsimile: (202) 857-6395

With an additional copy to:

Jim Finneran
Chief Operating Officer/Compliance Officer
11442 Lake Butler Blvd.
Windermere, FL 34786
Telephone: (866) 841-7898 x6403
Facsimile: (240) 358-6510
E-mail: jfinneran@localaccessllc.com

3. Local Access proposes to provide basic local exchange telecommunications service on a facilities and resold basis throughout all of the exchanges currently served by the incumbent local telecommunications companies of Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri; Embarq Missouri, Inc. d/b/a Embarq; CenturyTel of Missouri, LLC d/b/a CenturyTel; or Spectra Communications Group, LLC d/b/a CentruyTel. The specific exchanges within which Local Access proposes to offer service are listed in the applicable incumbent providers respective local exchange tariffs.
4. Local Access also proposes to provide interexchange telecommunications services and non-switched telecommunications services on a statewide basis.
5. Applicant intends to initially serve business and carrier customers, and provide both voice and access services. As business and economic circumstances dictate, Company intends to provide additional local exchange, exchange access and dedicated transport services. The Applicant will not provide operator assisted services. At a later date, Local Access may expand its service offerings to include a broader range of products and services. Accordingly, Local Access is requesting the Commission to authorize Local Access to provide a full range of local exchange and interexchange services.

6. Applicant plans to initially develop its network through a combination of its own facilities and leased facilities from other certified carriers. The Company may collocate its equipment in central offices and/or carrier hotels insofar as feasible within the changing telecommunications market.
7. Applicant has no plans to construct outside plant or loop distribution equipment at the current time, but may undertake such actions in the future if changes in market conditions and the Company's business plans dictate..
8. Local Access does not have any pending action or final unsatisfied judgments or decisions against it from any state or federal regulatory agency or court that involves customer service or customer rates, which action, judgment, or decision has occurred within three (3) years of the date of this Application.
9. Local Access does not have any overdue annual reports or assessment fees.
10. Local Access holds certificates to provide local exchange and interexchange services in Florida, Georgia, Illinois, Maryland, Massachusetts, New Jersey, New York, Pennsylvania, and Texas. Local Access has applications pending in the Colorado, Delaware, the District of Columbia, Indiana, Minnesota, Ohio, Virginia, Washington, and Wisconsin. The Applicant's affiliate, Local Access Services LLC, has an application to provide competitive telecommunications services in California.
11. As demonstrated below, Local Access is well-qualified managerially, technically, and financially to provide competitive telecommunications services for which authority is requested in this Application.
12. Applicant's management team includes individuals with substantive experience in successfully developing and operating telecommunications businesses. Consequently,

Local Access has the adequate internal technical resources to support its Missouri operations. This expertise is the telecommunications industry makes Applicant's management well-qualified to operate its local exchange and interexchange operations in Missouri. Specific details of the business and technical experience of Applicant's officers and management personnel are attached as **Exhibit C**.

13. As evident from the information contained in **Exhibit C**, Local Access is managed by persons with substantial technical expertise in operating telecommunications networks. This wealth of experience will enable Local Access to provide its local exchange and interexchange customers in Missouri with advanced, state-of-the-art technology for its telecommunications services.

14. Local Access possesses the necessary financial resources to provide telecommunications services within the State of Missouri, as demonstrated by **Exhibit D**. Please note, Local Access is not a publicly traded company, and as such is not required to publicly disclose its financial records. Accordingly, Local Access is requesting that **Exhibit D**, be filed under seal, and is including a Motion for Protective Order and a Proposed Protective Order with its Application filing.

15. Local Access will render its own bills. All invoices sent to end-user customers will bear Local Access' name and provide its toll-free numbers for customer service.

16. Local Access has a toll-free number for billing related issues: (866) 841-7898.

17. Local Access' proposed initial tariff is attached as **Exhibit E**. Local Access exercises its option and requests temporary waiver of 4 CSR 240-3.510(1)(c), which requires an application for a certificate of service authority to provide basic local exchange service shall include a proposed basic local tariff with a 45-day effective date,

but allows applicant the option of postponing tariff submittal. Local Access needs to complete the process of obtaining an approved interconnection agreement with AT&T Missouri before formally submitting basic local tariff provisions with an effective date. Local Access will file such tariffs in a manner consistent with the Commission's practices in similar cases before providing basic local exchange service.

18. Notwithstanding the provisions of Section 392.500 and 392.510 R.S.Mo., as a condition of the requested certification and competitive classification, Local Access agrees that, unless otherwise ordered by the Commission, Local Access' originating and terminating switched exchange access rates in the new service area will be no greater than the lowest Commission-Approved corresponding access rates in effect for AT&T Missouri in its service area. Additionally, pursuant to the Commission's Report and Order in Case No. TO-99-596, Local Access agrees that if AT&T decreases its current originating and/or terminating access service rates, Local Access shall file an appropriate tariff amendment to reduce its corresponding originating and/or terminating access rates within thirty (30) days of AT&T's reduction of its originating and/or terminating access rates in order to maintain the aforesaid cap on switched exchange access rates. Local Access agrees that, absent contrary legal authority, any increase in switched access rates above the aforesaid maximum shall be subject to Section 392.200 R.S.Mo. and cost-justified pursuant to Section 392.220 and 392.230 R.S.Mo.

19. Local Access is willing to comply with all applicable Commission rules and is willing to meet all relevant service standards, including, but not limited to billing, quality of service, and tariff filing and maintenance in a manner consistent with the Commission's requirements for incumbent local exchange carrier(s) with whom, Local

Access seeks authority to compete. Additionally, Local Access agrees that, pursuant to Section 392.455(3) and (4) R.S. Mo 2000, its service area shall be no smaller than an exchange. Consistent with the Commission's treatment of other certificated competitive local exchange companies, Local Access requests the following statute and regulations be waived for Local Access and its basic local exchange services offerings:

STATUTES

Section 392.210.2	Uniform System of Accounts
Section 392.240(1)	Setting Just and Reasonable Rates
Section 392.270	Valuation of Property
Section 392.280	Depreciation of Accounts
Section 392.290	Issuance of Securities
Section 392.300.2	Acquisition of Stock
Section 392.310	Stock and Debt Issuance
Section 392.320	Stock Dividend Payment
Section 392.330	Issuance of Securities, Debts and Notes
Section 392.340	Reorganization

RULES

4 CSR 240-10.020	Income on Depreciation Fund Investments
4 CSR 240-30.040	Uniform System of Accounts
4 CSR 240-3.550(5)(c)	Exchange Boundary Map

20. The above-references rules and statutory provisions, or their predecessor sections, have been waived with regard to other competitive local exchange carriers and

interexchange carriers. These rules or statutory provisions are principally designed to apply to non-competitive telecommunications carriers. No other public utility would be affected by the requested waivers. As a result, it would be inconsistent with the goals and purposes of Chapter 392 to apply them to a competitive telecommunications carrier such as Applicant, and, for this reason, Local Access respectfully requests that the Commission waive the application of these statutes and rules to Local Access.

21. Applicant will fully comply with all applicable Commission rules except those that are specifically waived by the Commission pursuant to the Applicant's request herein.

22. A decision by the Commission to grant Applicant authority to provide competitive Basic Local Exchange, Non-Switched, and Interexchange Telecommunications Services is in the public interest. Applicant is well-qualified to operate as such a service provider in Missouri, and has been certified to provide the same services in other states. Business consumers of telecommunications services in Missouri will receive the benefits of downward pressure on prices, increased choice, improved quality of service and customer responsiveness, innovative service offerings, and access to increasingly advanced telecommunications technology. The market incentives for new and existing providers of telecommunications services will be improved through an increase in the diversity of suppliers and competition within the local exchange and interexchange telecommunications market. Granting Local Access' Application would enhance the development of competition in the local exchange and interexchange markets and provide business consumers in Missouri with all of the benefits described above.

WHEREFORE, Applicant respectfully requests that the Commission grant it a Certificate of Service Authority to provide competitive Basic Local Exchange, Non-Switched, and Interexchange Telecommunications Services in the State of Missouri.

Respectfully Submitted,

Local Access LLC

/s/ Meghan S. Largent
Meghan Largent, MO Bar No. 59329
Katherine Barker Marshall
Arent Fox LLP
112 S. Hanley Road, Suite 200
Clayton, MO 63105-3418

1717 K Street NW
Washington, DC 20036
Telephone: (202) 857-6104
Facsimile: (202) 857-6395

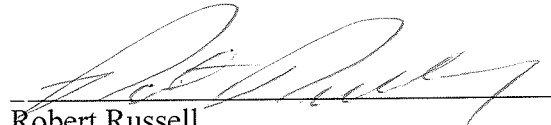
Counsel for Local Access LLC

VERIFICATION

I, Robert Russell, am the President of Local Access LLC and am authorized to make this verification on its behalf. I do hereby verify that the information in the foregoing Application of Local Access LLC and its Exhibits are true, correct, and complete to the best of my knowledge.

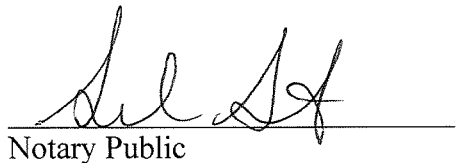
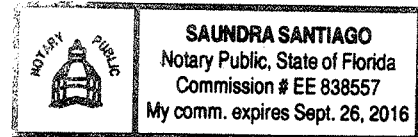
I verify that the foregoing is true under penalty of perjury.

Executed on this 6th day of March, 2013 at Windermeroe, Florida.



Robert Russell
President
Local Access LLC

Subscribed and sworn to before me this 6th day of
March, 2013.


Notary Public

My Commission expires: Sept. 26, 2016



Exhibit A

Certificate of Formation

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L10000107257
FILED 8:00 AM
October 14, 2010
Sec. Of State
thampton

Article I

The name of the Limited Liability Company is:
LOCAL ACCESS LLC

Article II

The street address of the principal office of the Limited Liability Company is:
11442 LAKE BUTLER BOULEVARD
WINDERMERE, FL. 34786

The mailing address of the Limited Liability Company is:
11442 LAKE BUTLER BOULEVARD
WINDERMERE, FL. 34786

Article III

The purpose for which this Limited Liability Company is organized is:
ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:
ROBERT M RUSSELL
11442 LAKE BUTLER BOULEVARD
WINDERMERE, FL. 34786

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: ROBERT RUSSELL

Article V

The name and address of managing members/managers are:

Title: MGRM
ROBERT M RUSSELL
11442 LAKE BUTLER BOULEVARD
WINDERMERE, FL. 34786

L10000107257
FILED 8:00 AM
October 14, 2010
Sec. Of State
thampton

Article VI

The effective date for this Limited Liability Company shall be:

10/13/2010

Signature of member or an authorized representative of a member

Signature: ROBERT RUSSELL

Exhibit B

Qualification to Conduct Business In Missouri

STATE OF MISSOURI



Robin Carnahan
Secretary of State

CERTIFICATE OF REGISTRATION FOREIGN LIMITED LIABILITY COMPANY

WHEREAS,

LOCAL ACCESS LLC

Using in Missouri the name

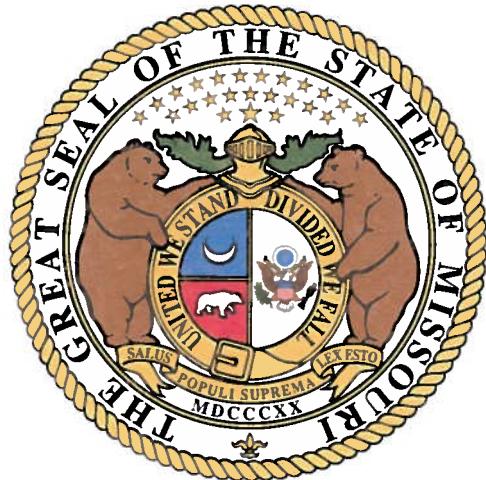
LOCAL ACCESS LLC
FL1264987

and existing under the laws of the State of Florida has filed with this state its Application for Registration and whereas this Application for Registration conforms to the Missouri Limited Company Act.

NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of State of the State of Missouri, by virtue of authority vested in me by law, do hereby certify and declare that on the 22nd day of October, 2012, the above Foreign Limited Liability Company is duly authorized to transact business in the State of Missouri and is entitled to any rights granted Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto
set my hand and cause to be affixed the
GREAT SEAL of the State of Missouri.
Done at the City of Jefferson, this
22nd day of October, 2012.


Secretary of State





State of Missouri
Robin Carnahan, Secretary of State

Corporations Division
PO Box 778 / 600 W. Main St., Rm. 322
Jefferson City, MO 65102

File Number:
FL1264987
Date Filed: 10/22/2012
Robin Carnahan
Secretary of State

**Application for Registration of a Foreign
Limited Liability Company**
(Submit with filing fee of \$105.00)

1. The name of the foreign limited liability company is Local Access LLC
2. The name under which the foreign limited liability company will conduct business in Missouri is (must contain "limited company", "limited liability company", "LC", "LLC", "L.C.", or "L.L.C.") (must be filled out if different from line (1)):
3. The foreign limited liability company was formed under the laws of Florida on the
date of 10/14/2010 (state or jurisdiction)
(month/day/year)
4. The purpose of the foreign limited liability company or the general character of the business it proposes to transact in this state is:
Competitive local exchange carrier
5. The name and address of the limited liability company's registered agent in Missouri is (this line must be completed and include a street address):
InCorp Services, Inc. 2847 S. Ingram Mill Rd., Ste A100, Springfield, MO 65804
Name Address (PO Box may only be used in conjunction with a physical street address) City/State/Zip
The Secretary of State is appointed agent for service of process if the foreign limited liability company fails to maintain a registered agent. Note: failure to maintain a registered agent constitutes grounds to cancel the registration of the foreign limited liability company.
6. The address of the registered office in the jurisdiction organized. If none required, then the principal office address of the foreign limited liability company is:
11442 Lake Butler Blvd. Windermere, FL 34786
Address (PO Box may only be used in conjunction with a physical street address) City/State/Zip
7. This application must include a current certificate of good standing/existence from the secretary of state or other similar official in the state of domicile. Such document should be dated within 60 calendar days from filing.

(Please see next page)

Name and address to return filed document:

Name: Taylor McArthur on behalf of InCorp Services, Inc.

Address: 2360 Corporate Circle, Suite 400

City, State, and Zip Code: Henderson, NV 89074

State of Missouri
Creation LLC/LP 3 Page(s)

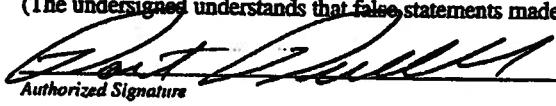


T1229801515

✓

In Affirmation thereof, the facts stated above are true and correct.

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)



Authorized Signature

Robert Russell

Printed Name

09/13/12

Date

Authorized Signature

Printed Name

Date

Authorized Signature

Printed Name

Date

LLC-4 (01/2012)



State of Florida

Department of State

I certify from the records of this office that LOCAL ACCESS LLC is a limited liability company organized under the laws of the State of Florida, filed on October 14, 2010, effective October 13, 2010.

The document number of this limited liability company is L10000107257.

I further certify that said limited liability company has paid all fees due this office through December 31, 2012, that its most recent annual report was filed on February 7, 2012, and its status is active.

I further certify that said limited liability company has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Seventeenth day of October, 2012*

Ken Peltner

Secretary of State



Authentication ID: 000240935100-101712-L10000107257

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

Exhibit C

Management Biographies

Robert Russell, President

Robert Russell is the President of Local Access LLC. As President, he is responsible for the overall strategic, technical, operational and financial success of Local Access LLC. His primary responsibilities involve strategic planning, enhancement of internal and customer facing technology systems and networks, and assurance that the operational and financial resources at Local Access are running in an efficient and effective manner.

Before co-founding Local Access, Mr. Russell led Draper Communications, owned by DCI Voice Solutions, as its CEO. DCI Voice Solutions offered a wide range of telecommunications services with its primary focus on domestic U.S. and international termination. Under Mr. Russell's leadership, DCI Voice Solutions expanded to having personnel in fourteen states and three countries, and its revenue grew more than 300 percent.

Prior to his appointment with DCI Voice Solutions, Mr. Russell was the CEO of Draper Communications and Delmarva Online, LLC (DMV), an Internet Service Provider (ISP). Mr. Russell led DMV from a small, local ISP servicing Salisbury, MD to become the largest privately held ISP on the east coast. Mr. Russell led the acquisition of seven other ISPs and expanded DMV's service area to encompass the entire U.S., as well as Canada and several Trust Territories.

Previous to his tenure with Draper Communication, Russell served General American Transportation Corporation (NYSE: GMT) as Group GM of Regional Operations and was responsible for their Midwest manufacturing, warehousing, JIT, and pre-assembly support facilities. Russell joined General American after graduating from the Florida State Business School in 1992.

Neil Rosenblit, CEO

An entrepreneur and visionary, Mr. Rosenblit has been involved in the start up and growth of several multi-million dollar organizations, including DCI Voice Solutions and Blitz Telecom Consulting Services, where he has held primary responsibility for sales, marketing, agent relations, client development, revenue retention, corporate affairs, and business development. Mr. Rosenblit has been in the telecommunications industry for more than fourteen years, overseeing and managing the launch of services including colocation, e-commerce applications, voice origination, voice termination, internet access, and implementation of proprietary call routing applications. Mr. Rosenblit has more than 23 years of experience in building and managing highly trained sales organizations and has extensive experience in developing and managing the sales strategy that is being deployed by Local Access which includes carrier,

wholesale, and retail.

Jim Finneran, COO / CO

Mr. Finneran is the Chief Operating Officer and Compliance Officer for Local Access LLC. For the past 22 years, Mr. Finneran has been involved with the negotiation and implementation of more than 1,000 contracts and agreements which have an aggregated value of more than \$1 billion. Mr. Finneran's contract expertise spans local, state, and federal governments, as well the private sector both in the U.S. and internationally. Mr. Finneran has also had extensive training and experience with government regulations and corporate best practices policies; therefore he holds the dual role responsibility of government compliance. Mr. Finneran is responsible for managing the firm's Subpoena Compliance Group and its multiple third-party legal firms. At various times, Mr. Finneran has lead a number of privately held businesses as a CEO, was honored as an Ernst and Young Entrepreneur of the Year, and has guided multiple firms to their listing on the Inc. 500. Mr. Finneran graduated in 1987 from Salisbury University with a degree in Information Technology

Jim Hudson – CTO

As Chief Technology Officer, Mr. Hudson is responsible for software development of all back-office systems, including billing, order management, quoting, invoice tracking, provisioning, inventory, and workflow. In addition, he oversees network management systems and internal IT infrastructure. Mr. Hudson has more than 15 years of experience in information technology, including software implementation, programming, client server network architecture and design, LAN/WAN configuration and management, and hardware implementation and management

Prior to joining Local Access, Mr. Hudson oversaw the development of the Blitz Telecom Consulting VoIP network and was responsible for managing more than a billion minutes of local voice calls nationwide each month. Mr. Hudson developed and deployed multiple internal monitoring systems overseeing the firm's Network Operations Center and personnel, managing vendor relations, outsourcing, and software services division.

Mr. Hudson joined Draper Communications in 1999 as the Director of Web Services. Hudson managed the hosting and programming divisions of Draper's Delmarva Online ISP before assuming the role of CTO at Draper's subsidiary DCI Voice Solutions in 2005. At DCI, Mr. Hudson was responsible for running the company's engineering and support departments, managing domestic and international termination vendors, deploying VoIP origination services, and developing technology strategies to augment the product line.

Prior to his tenure with DCI, Mr. Hudson worked at Marriott International (NYSE: MAR) as a data integrity specialist focusing on business continuity. Hudson graduated Suma Cum Laude from Salisbury University with two bachelors degrees, one in 1994 in History and English and another in 1996 in Communications. He also attended graduate school at University of Maryland.

Patrick Ferguson - CIO

Patrick Ferguson is the Chief Information Officer for Local Access LLC. As CIO, he is responsible for the overall network operations, engineering, network planning, facilities, and strategic and operational technology resources. For the last 17 years, Mr. Ferguson has been in the network and telecommunications industry providing design, technical, procurement and project management for small, medium, and large-scale TCP/IP based networks, VoIP networks, and local and long distance networks.

Prior to joining Local Access LLC, Mr. Ferguson designed and managed Blitz Telecom Consulting's VoIP local exchange service. Mr. Ferguson oversaw the growth of the Blitz telecom service where it became one of the largest local access services in the U.S.

Prior to working with Blitz Telecom Consulting, Mr. Ferguson was responsible for deploying the infrastructure and software systems for DCI Voice Solutions, including multiple locations in the U.S. and U.K. DCI Voice Solutions operated various switching platforms, including both traditional TDM (Nortel DMS-GSP) as well as NG VoIP switches. He was responsible for all of the design and building of DCI Voice Solutions voice and data networking technologies and infrastructure.

In 1995, Mr. Ferguson joined Delmarva Online, LLC as a Unix System Administrator, and he was quickly promoted to the Senior System Administrator role, where he managed the complete design and development of a large national ISP. While at Delmarva Online, LLC Mr. Ferguson assumed the role of Network Operations Manager, as well as continuing to oversee the ISP IT infrastructure, where he was tasked with the design and technical operations of their large-scale broadband TCP/IP network.

Mr. Ferguson has several certifications, including Cisco CCENT, CCNA, and CCDA, as well as Innovatia Nortel DMS certifications.

Exhibit D

Financial Information

**Confidential and Proprietary
Filed Under Seal**

Exhibit E

Proposed Tariff

**SCHEDULE OF GENERAL REGULATIONS AND INTRASTATE CHARGES
APPLYING TO COMPETITIVE LOCAL, MESSAGE TOLL,
AND LONG DISTANCE END-USER
COMMUNICATIONS SERVICES PROVIDED BY**

**Local Access LLC
11442 Lake Butler Boulevard
Windermere, FL 34786
(866) 841-7898 (General Inquiries)
Email: sales@localaccessllc.com**

IN THE STATE OF MISSOURI

This Tariff ("Tariff") contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by Local Access LLC ("Company") with principal offices 11442 Lake Butler Boulevard, Windermere, FL 34786, to business Customers within the State of Missouri, as authorized in Case No. _____. This Tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal offices.

Issued:

Effective:

Issued By:

Chief Operating Officer/Compliance Officer
11442 Lake Butler Boulevard
Windermere, FL 34786

WAVIER OF RULES AND REGULATIONS

Pursuant to Order of the Missouri Public Service Commission, the following statutory provisions and Commission rules have been waived with respect to the Company's provision of basic local exchange telecommunications services as set forth herein:

Statutes

392.210.2	-	Uniform system of accounts
392.240.1	-	Rates-Rentals-Service & Physical Connections
392.270	-	Valuation of Property (Ratemaking)
392.280	-	Depreciation Accounts
392.290	-	Issuance of Securities
392.300.2	-	Acquisition of Stock
392.310	-	Stock and Debt Issuance
392.320	-	Stock Dividend Payment
392.330	-	Issuance of Securities, Debt, and Notes
392.340	-	Reorganization (s)

Commission Rules

4 CSR 240-3.550(5)(C)	-	Exchange Boundary Maps
4 CSR 240-10.020	-	Depreciation Fund Income
4 CSR 240-30-30-040	-	Uniform System of Accounts

Issued:

Effective:

Issued By:

Chief Operating Officer/Compliance Officer
11442 Lake Butler Boulevard
Windermere, FL 34786

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Issued:

Effective:

Issued By:

Chief Operating Officer/Compliance Officer
11442 Lake Butler Boulevard
Windermere, FL 34786

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Issued:

Effective:

Issued By:

Chief Operating Officer/Compliance Officer
11442 Lake Butler Boulevard
Windermere, FL 34786

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Issued:

Effective:

Issued By:

Chief Operating Officer/Compliance Officer
11442 Lake Butler Boulevard
Windermere, FL 34786

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 with no change.
N	To signify new rate or regulation.
R	To signify reduced rate.
T	To signify a change in text but no change in rate or regulation.

TARIFF FORMAT

Page Numbering – Page Numbers appear in the upper-right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added, the page appears as a decimal. For example, a new page added between Pages 14 and 15 would be numbered 14.1.

Page Revision Numbers – Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the third revised Page 14. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the Tariff page in effect.

Paragraph Numbering Sequence – There are nine levels of paragraph coding. Each level of coding is subservient to its next highest level of coding.

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Effective:

Issued By:

Chief Operating Officer/Compliance Officer
11442 Lake Butler Boulevard
Windermere, FL 34786

APPLICATION OF TARIFF

This Tariff contains the description of the services offered, the terms and conditions under which each of the services are provided, and all effective rates and charges applicable to the furnishing of local exchange services to business Customers the State of Missouri. The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Commission. Only those services, terms and conditions and rates and charges approved by the Missouri Public Service Commission and contained in this Tariff may be provided to Customers within the State of Missouri.

ACCESSIBILITY OF TARIFF

This Tariff is on file with the Missouri Public Service Commission and at the Company's principal place of business:

Local Access LLC
11442 Lake Butler Boulevard
Windermere, FL 34786

These tariffs are available for viewing, during normal business hours, at the Commission or the Company's principal place of business. Additionally, copies are available request, free of charge, by contacting the Company at www.localaccessllc.com.

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SECTION 1: DEFINITIONS

Access Line: A transmission path, which connects a subscriber location to the carrier's terminal location or switching center.

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

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

Bandwidth: The total frequency band, in hertz, allocated for a channel.

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

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

Call Forwarding:

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 redirected 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.

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.

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SECTION 1: DEFINITIONS

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.

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.

Calling Party Number: (CPN) means a Signaling System 7 parameter whereby the ten (10) digit number is used to identify the calling or originating party.

Communications Services: The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company, Local Access LLC, or Local Access, the issuer of this Tariff.

Customer or Subscriber: The person, firm, government agency or entity, partnership, association, joint-stock company, trust or corporation or corporation that orders or uses the Company's service and is responsible for the payment of charges and compliance with the Company's regulations.

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SECTION 1: DEFINITIONS

Customer Proprietary Network Information (CPNI): Information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by any customer of a the Company and that is made available to the Company by the customer solely by virtue of the Company-customer relationship; and information contained in the bills pertaining to telephone exchange service or telephone toll service received by a customer of a carrier; except that such term (CPNI) does not include subscriber list information.

Dedicated Access Lines ("DAL"): A group of leased lines which interconnect a switching system to a dedicated subscriber.

Dedicated Inbound Calls: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's POP. This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls: Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's Point of Presence (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

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

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.

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.

Disconnection: The disconnection of a circuit, dedicated access line or port connection being used for existing service.

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.

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SECTION 1: DEFINITIONS

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

Digital Signal Level 1 (DS1): The 1.544 Mbps first level signal in the time division multiplex hierarchy.

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

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

FCC: The Federal Communications Commission.

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.

Grandfathered: Services ordered under the provisions of this Tariff but are no longer available to new customers.

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.

Individual Case Basis: A condition in which the regulations (if applicable), rates and charges for an offering under the provision of this Tariff are developed based on the circumstance in each case.

Interconnection: The connection of telephone equipment to the network; also, the connection of one carrier with another, i.e., the interface between carriers.

Interexchange Service: Any of the Company's service offerings which provide switched communications between Local Exchange Carrier defined exchange service areas. Interexchange Services include, but are not limited to MTS, Toll Free Service and Other Service Arrangements.

Joint User: A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by Local Access LLC 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.

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SECTION 1: DEFINITIONS

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. 820192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

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

Loss: The value placed on injury or damages due to an accident caused by another's negligence, a breach of contract or other wrongdoing.

Mbps: Megabits, denotes millions of bits per second.

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

North American Numbering Plan (NANP): A three-digit area code (also known as a Number Plan Area (NPA), and a seven digit telephone number, made up of a three digit central office code and a four-digit station number.

Other Carrier: A person, firm, corporation, or entity regulated by the ICC or the FCC which subscribes to carriers' communications services and facilities and resells these communications services and facilities to the public for a profit. Unless otherwise indicated herein, the term "other carrier" when used in this Tariff includes entities which are brokers of the service (act as intermediaries for the purpose of reselling), those entities which are processors of the service (enhance the value of the service through substantial incurred costs) and those entities which are underlying carriers or providers of facilities.

Point of Presence ("POP"): Point at which responsibility for handling traffic changes over from the local telephone operating company to the interexchange carrier.

Premises: The space designated by a Subscriber as its place or places of business for termination of service (whether for its own communications needs or for its resale subscribers).

Primary InterLATA Carrier ("PIC") - Long distance carrier designated by a telephone subscriber to provide him with interLATA service without having to dial a special access code.

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SECTION 1: DEFINITIONS

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

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

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.

Shared Inbound Calls: Refers to calls that are terminated via the Customer's LEC-provided local exchange line.

Shared Outbound Calls: Refers to calls in Feature Group D exchanges whereby the Customer's local telephone lines are presubscribed by the local exchange company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's network. Calls to stations within the Customer's LATA may be placed by dialing "10 + XXX or 101XXXX + the 10-digit number".

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.

State Commission: The State agency responsible for the regulation of telecommunications service within a particular state's borders

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.

Subscriber-Provided Equipment - Terminal equipment, as defined herein, provided by a subscriber.

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SECTION 1: DEFINITIONS

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

Telecommunications Service: The offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a Telecommunications Service, regardless of the facilities used. Telecommunications Service generally provides the Customer with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network, and enables such Customer to place or receive calls to all other stations served by the public switched telecommunications network. It also provides service within a telephone exchange or within a connected system of telephone exchanges within the same exchange area operated to furnish subscribers intercommunicating service of the character ordinarily furnished by a single exchange

Terminal Equipment - Devices, apparatus and their associated wiring, such as teleprinters, telephone handsets, data sets, or microprocessors.

T1 - The basic 24-channel 1.544 Mbps pulse code modulation system as used in the United States.

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

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 Customer to use service provided under this Tariff.

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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 the State of Missouri.

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.

2.1.2 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.

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SECTION 2: REGULATIONS

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, 24-hours 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. Except as otherwise stated in this Tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 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.
- D. In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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SECTION 2: REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.3 Terms and Conditions (cont'd.)

- E. 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.
- F. This Tariff shall be interpreted and governed by the laws of the State of Missouri without regard for its choice of laws provision.
- 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.

2.1.4 Liability of the Company

- A. Except as otherwise stated in this Tariff, the liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, 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 Section 2.7. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

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SECTION 2: REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.4 Liability of the Company (cont'd.)

- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any 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.
- C. The Company shall not be liable for:
 - 1. any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Network Services; or
 - 2. for the acts or omissions of common carriers or warehousemen.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of equipment or facilities provided by the Customer or third parties.
- E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal 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.

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SECTION 2: REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.4 Liability of the Company (cont'd.)

- 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 shall be indemnified, defended and held harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, invasion of privacy or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's facilities.
- 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 in the month in which the event giving rise to the liability occurred. No action or proceeding against the Company shall be commenced more than one year after the event giving rise to the liability occurred.
- 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) The Company shall indemnify, defend, and hold harmless the Customer from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for any injury to persons or property, and any interruption of, interference to, or other defect in any service provided by the Company to any third party, if such injury, interruption, interference, or other defect was not caused by any negligent or intentional act or omission of the Customer or any of its officers, employees, agents, invitees, or contractors.

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SECTION 2: REGULATIONS

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.

- 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 the Company provided it.
- 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.

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SECTION 2: REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.6 Provision of Equipment and Facilities (cont'd.)

- 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; or
 3. network control signaling where such signaling is performed by customer provided network control signaling equipment.
- G) Except as otherwise indicated, customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

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.

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SECTION 2: REGULATIONS

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;
- E) in a quantity greater than that which the Company would normally construction 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. Equipment furnished by the Company on the premises of a subscriber is the property of the Company.

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SECTION 2: REGULATIONS

2.2 Prohibited Uses

- A. 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.
- B. 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.
- C. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- D. A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

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SECTION 2: REGULATIONS

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;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- 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 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;

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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.

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2.3 Obligations of the Customer (cont'd.)

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- D. Neither subscriber's landlord nor landlord's officers, agents or employees, the building management or any party in interest to the lease under which subscriber occupies space in the building shall have any liability to subscriber arising from the provision or operation of the services and service-related equipment referred to herein, or the interruption or failure thereof from any cause whatsoever.

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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.

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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 Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communications Services may be connected to the services or facilities of other communications carriers only when authorized by and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- 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 "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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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.

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2.5 Customer Deposits and Advance Payments

2.5.1 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 up to two months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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2.5 Customer Deposits and Advance Payments (cont'd)

2.5.2 Deposits

The Company does not require deposits.

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2.6 Payment Arrangements

2.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer. The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services.

2.6.2 Billing and Collection of Charges

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

- A. Non-recurring charges are due and payable within 30 days after the date of the invoice.
- B. The Company shall present invoices for monthly Recurring Charges as well as usage charges to the Customer for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rate 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 day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:

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2.6 Payment Arrangements (cont'd.)

2.6.2 Billing and Collection of Charges (cont'd.)

1. a rate of 1.5 percent per month; or
 2. the highest interest rate which may be applied under state law for commercial transactions.
- F. The Customer will be assessed a one-time charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G. Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- H. If service is disconnected by the Company in accordance with Section 2.6.3 following and later restored, restoration of service will be subject to all applicable installation charges.

2.6.3 Discontinuance of Service for Cause

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability excepting residential service.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours 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.

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2.6 Payment Arrangements (cont'd.)

2.6.3 Discontinuance of Service for Cause (cont'd.)

- 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 may without notice suspend or discontinue service. The Customer will be liable for all related costs as set forth in Section 2.9 of this Tariff. The Customer will also be responsible for payment of any reconnection charges.
- G. Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).
- H. The Customer is responsible for providing adequate access lines to enable the Company to terminate all Toll Free Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate Toll Free Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after 90 days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's Toll Free Service, with 30 days written notice.

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2.6 Payment Arrangements (cont'd.)

2.6.3 Discontinuance of Service for Cause (cont'd.)

I. At least 24 hours preceding a discontinuance, the Company shall make reasonable efforts to contact the Customer to advise of the proposed discontinuance and what steps must be taken to avoid it. The notice of discontinuance shall contain the following information:

1. The name, address, and telephone number of the Customer;
2. A statement of the reason for the proposed discontinuance and the cost for re-connection;
3. The date after which service will be discontinued unless appropriate action is taken;
4. How a customer may avoid the discontinuance;
5. The customer's right to enter into a settlement agreement if the claim is for a charge not in dispute and the customer is unable to pay the charge in full;
6. The telephone number where the customer may make an inquiry
7. A statement that this notice will not be effective if the charges involved are part of an unresolved dispute; and
8. A statement of the exception for medical emergency as follows;

Residential Medical Emergency: The Company will postpone a discontinuance for a time not to exceed 21 days if the telephone is necessary to obtain emergency medical assistance for a person who is a member of the household where the service is provided and where such a person is under the care of a physician. Any person who alleges such an emergency, shall, if requested, provide the Company with reasonable evidence of such necessity.

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days' written notice of desire to terminate service. Notice should be sent to:

Local Access LLC
11442 Lake Butler Boulevard
Windermere, FL 34786
Attn: Customer Care

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2.6 Payment Arrangements (cont'd.)

2.6.5 Cancellation of Application for Service

- A. Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (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, 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 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

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2.6 Payment Arrangements (cont'd.)

2.6.6 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.

2.6.7 Back Billing Procedure

- A. The Company will not include on subscriber's bill any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, except as specified below.
- B. Subscriber's bill may include charges for service furnished up to five months prior to the date of the bill for:
 - 1. collect calls
 - 2. credit card calls
 - 3. third party calls
 - 4. "error file" calls (calls which cannot be billed due to the unavailability of complete billing information to the Company.)
- C. Subscriber's bill may include charges for service furnished up to one and a half (1-1/2) years prior to the date of the bill in circumstances involving toll fraud.

2.6.8 Establishment and Re-establishment of Credit

The Company reserves the right to examine the credit record of all applicants and subscribers. A subscriber whose service has been discontinued for nonpayment of bills will be required to pay any unpaid balance due to the Company and to re-establish credit.

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2.7 Allowances for Interruptions in Service

Interruptions in service, which 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 2.7.1 for the part of the service that the interruption affects.

2.7.1 Credit for Interruptions

- A. The Company will grant a one (1) day credit for fixed charges for service allowance for any service interruption due to failure in the Company's facility. The Company will waive (1) month's fixed charges for any service interruption lasting more than five (5) hours in a billing month due to failure in the Company's facility. Credits will be payable only if the Customer has called in a trouble report within 3 days of the occurrence.
- B. A service interruption will be deemed to have occurred only if service becomes unusable to Customer as a result of failure of the Company's facility, equipment or personnel used to provide the service in question, and only where the interruption is not the result of: (i) the negligence or acts of Customer or its agents; (ii) the failure or malfunction of non-Company equipment or systems; (iii) circumstances or causes beyond the control of the Company; or (iv) a service interruption caused by service maintenance, alteration or implementation. Such credits will be granted only if: (a) Customer affords the Company full and free access to Customer's premises to make appropriate repairs, maintenance, testing, etc.; and (b) Customer does not continue to use the service on an impaired basis.
- C. The foregoing states Customer's sole remedy for service interruption under the Agreement and in no event shall the Company be liable for any direct, indirect, incidental, consequential, punitive or special damages to Customer as result of any of the Company's service, equipment, facilities, person or system provided or utilized under this Agreement.

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2.7 Allowances for Interruptions in Service (cont'd)

2.7.2 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. due to circumstances or causes beyond the control of Company; and
- H. that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.7.3 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 which has been subject to the outage or cumulative service credits.

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2.8 Cancellation of Service/Termination Liability

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 2.7.1), Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

Upon cancellation or termination of service hereunder, Customer will make service available for removal, which will be accomplished by the Company in a careful and reasonably expeditious fashion. If Customer does not make the service or equipment available for removal by the Company, then in addition to all other remedies at law or equity available to the Company, all obligations of Customer will remain in force and effect until removal is accomplished. Customer will continue to pay charges for services during such period.

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2.8 Cancellation of Service/Termination Liability (cont'd.)

2.8.1 Termination Liability

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

- A. all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C. all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at 8% per year.
- D. the reasonable removal of all equipment specially ordered to service customers, including: crating, shipping and insurance charges to Chicago if the Company can utilize the Equipment.

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2.9 Customer Liability for Unauthorized Use of the Network

2.9.1 Unauthorized Use of the Network

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

2.9.2 Liability for Calling Card Fraud

- A. The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company calling card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.
- C. The Customer must give the Company written notice that an unauthorized use of the Company calling card has occurred or may occur as a result of loss, theft or other reasons.
- D. The Customer is responsible for payment of all charges for services furnished to the Customer or to users authorized by the Customer to use service provided under this Tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.
- E. The Customer is liable for all charges incurred as a result of unauthorized use of the Network, including incidental and consequential damages. In addition, the Customer is responsible for payment of any charges related to the suspension and/or termination of service and any charges for reconnection of service.

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2.9 Customer Liability for Unauthorized Use of the Network (cont'd.)

2.9.3 Liability for Credit Card Fraud and Other Unauthorized Use

- A. The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a credit card, provided: (1) the card is an accepted credit card, and (2) the unauthorized use occurs before the Company has been notified. An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- B. The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.
- C. The Customer must give the Company written notice that an unauthorized use of the credit card has occurred.

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2.10 Use of Customer's Service by Others

2.10.1 Resale and Sharing

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

2.10.2 Joint Use Arrangements

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

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2.11 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:

- 2.11.1 to any subsidiary, parent company or affiliate of the Company; or
- 2.11.2 pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.11.3 pursuant to any financing, merger or reorganization of the Company.

2.12 Notices and Communications

2.12.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.12.2 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. Mail or other communications should be delivered to:

Local Access LLC
11442 Lake Butler Boulevard
Windermere, FL 34786
Attn: Customer Care

2.12.3 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.

2.12.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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2.13 Provision, Ownership and Reservation of Telephone Numbers

2.13.1 Assignment of a telephone number to a Customer's telephone service will be made at the discretion of the Company. The Customer has no property right to the telephone number or any other call number designation associated with the services furnished by the Company. To the extent the Customer's request for service involves the Company obtaining telephone numbers for the Customer, the Company will make a good faith effort to procure the requested numbers from the North American Numbering Plan Administrator. The Customer will confirm that it has a legitimate business need for the requested telephone numbers. If any telephone numbers requested by the Customer are within an area that is subject to federal and/or state number conservation measures, the Company may only be able to satisfy a certain percent of the requested numbers and the Customer releases the Company from all liability associated with any number resource issues that are beyond the Company's control. The Customer shall provide the Company and, upon request, to any federal/state regulatory agency, information regarding the Customer's assignment of any intermediate telephone numbers to a third party. The Company reserves the right to assign, designate or change telephone numbers or any other call number designations associated with services provided under this Tariff when the Company deems it necessary in the conduct of its business or as required by a regulatory agency or by law. Any reservation of telephone numbers, in anticipation of growth of the Customer's service need, will be made in accordance with all applicable state and/or federal law as interpreted by the Company.

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SECTION 3: APPLICATIONS OF RATES

3.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this Tariff.

3.2 Charges Based on Duration of Use

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

- 3.2.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 3.2.2 Timing on completed calls begins when the called party answers the call. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- 3.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 3.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.2.5 All times refer to local time.

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SECTION 3: APPLICATIONS OF RATES

3.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

3.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Telcordia, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated Toll Free Service or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

3.3.2 The airline distance between any two rate centers is determined as follows:

- A. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center from the above-referenced Telcordia document.
- B. Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- C. Square each difference obtained in step (2) above.
- D. Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.
- E. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- F. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

G. Formula =
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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SECTION 4: SERVICE AREAS

4.1 Local Exchange Service Areas

Local Exchange Service Areas (LESA) are provided (pursuant to Section 5.1) in limited geographic areas. Local Exchange is provided in the following areas¹:

AT&T Missouri Exchanges:

Adrian	Charleston	Freeburg	Lees Summit
Advance	Chesterfield	Fulton	Liberty
Agency	Chillicothe	Gideon	Lilbourne
Altenburg-Frohna	Clarksville	Gladstone	Linn
Antonia	Clever	Glasgow	Lockwood
Archie	Climax Springs	Grain Valley	Louisiana
Argyle	Creve Couer	Gravois Mills	Macks Creek
Armstrong	DeKalb	Gray Summit	Malden
Ash Grove	De Soto	Greenwood	Manchester
Beaufort	Deering	Hannibal	Marble Hill
Bell City	Delta	Harvester	Marcelne
Belton	Dexter	Hayti	Marionville
Benton	Downing	Herculaneum-Pevely	Marshall
Billings	E. Independence	Higbee	Marston
Bismarck	East Prairie	High Ridge	Maxville
Bloomfield	Edina	Hillsboro	Mehlville
Bloomsdale	Eldon	Holcomb	Meta
Blue Springs	Elsberry	Homersville	Mexico
Bonne Terre	Essex	Imperial	Moberly
Boonville	Eureka	Independence	Monett
Bowling Green	Excelsior Springs	Jackson	Montgomery City
Bridgeton	Fair Grove	Jasper	Morehouse
Brookfield	Farley	Joplin	Nashua
Camdenton	Farmington	Kansas City	Neosho
Campbell	Fayette	Kennett	Nevada
Cape Girardeau	Fenton	Kirksville	New Franklin
Cardwell	Ferguson	Kirkwood	New Madrid
Carl Junction	Festus	Knob Noster	Nixa
Carrollton	Crystal City	La Monte	Oak Ridge

¹ Full service versions of the Company's Local Exchange Services will be provided to Customers, at Customer premises located in these areas pursuant to this Tariff to the extent that: (a) the Company has in-place and available network facilities extending to such premises; or (b) the Customer's premises is served by an Incumbent Local Exchange Carrier (ILEC) wire center at which the Company maintains a collocation arrangement and is able to reasonably employ such arrangement to interconnect to unbundled exchange link facilities which the Company, in its sole discretion, judges to be of a type, grade, technical specification, quality and quantity sufficient to, and offered under conditions consistent with, the delivery of such services.

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SECTION 4: SERVICE AREAS

4.1 Local Exchange Service Areas

AT&T Missouri Exchanges:

Carthage	Fisk	Ladue	Oakville
Caruthersville	Flat River	Lake Ozark	Old Appleton
Cedar Hill	Florissant	Lamar	Oran
Center	Frankford	Lancaster	Osage Beach
Chaffee	Fredericktown	Leadwood	Overland
Pacific	Richmond	S Kansas City	Union
Parkville	Richwoods	Spanish Lake	Valley Park
Patton	Risco	Springfield	Versailles
Paynesville	Riverview	St. Charles	Vienna
Perryville	Rogersville	St. Clair	Walnut Grove
Pierce City	Rushville	St. Joseph	Wardell
Pocahontas-New Wells	San Antonio	St. Louis	Ware
Pond	Sappington	St. Mary's	Washington
Poplar Bluff	Scott City	Ste. Genevieve	Webb City
Portage de Sioux	Sedalia	Stanberry	Webster Groves
Portageville	Senath	Strafford	Wellsville
Puxico	Sikeston	Tiffany Springs	Westphalia
Quilin	Slater	Trenton	Willard
Rayton	Southville	Tuscumbia	Wyatt
Republic			

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SECTION 4: SERVICE AREAS

4.2 Calling Areas

Geographically defined Local Calling Areas¹ following, are associated with each Local Exchange Service provided pursuant to Section 5.1. Local Exchange Services bearing the following NPA-NXX designations shall have the following local calling areas:

<u>NPA-NXX</u>	<u>Exchange</u>	<u>Local Calling Areas</u>
314-627	St. Louis	St. Louis Metropolitan Calling Area 1 (Ferguson, Ladue, Mehlville, Overland, Sappington, Riverview, Webster Groves)
636-277	St. Charles	Metropolitan Calling Area 2 (Bridgeton, Creve Coeur, Florissant, Oakville, Spanish Lake) St. Charles, Harvester

¹ Rates and rate plans for Local and IntraLATA Calling Area calls placed over Company-provided Local Exchange Service are set forth in Section 7.

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SECTION 5: LOCAL EXCHANGE SERVICE

5.1 General

Local Exchange Service provides a Customer with a telephonic connection and a unique telephone number address on the public switched telecommunications network. Each Local Exchange Service enables users to:

- 5.1.1 receive calls from other stations on the public switched telecommunications network;
- 5.1.2 access other services offered by the Company as set forth in this Tariff;
- 5.1.3 access certain interstate and international calling services provided by the Company;
- 5.1.4 access (at no additional charge) the Company's operators and business office for service related assistance;
- 5.1.5 access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- 5.1.6 access services provided by other common carriers which purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or which maintain other types of traffic exchange arrangements with the Company.
- 5.1.7 Local Exchange Service cannot be used to originate calls to other telephone companies' caller-paid information services (e.g. NPA 900, NXX 970, 540, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked. Calls to numbers "NXX 976" will also be blocked unless otherwise specified by the Customer at the time service is ordered. Should a customer request unblocking for access to a caller-paid information service, the Company will bill and collect on behalf of the telephone companies' information provider holding the customer fully liable for all charges incurred for use of the information provider's service.

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SECTION 5: LOCAL EXCHANGE SERVICE

5.1 General (cont'd.)

Each Local Exchange Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the customer's premises.

The following Local Exchange Services are offered:

- Basic Trunk Service
- DID Trunk Service
- Digital Trunk Service
- ISDN Primary Rate Interface (PRI) Service
- IP Control Service

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SECTION 5: LOCAL EXCHANGE SERVICE

5.2 Reserved For Future Use

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SECTION 5: LOCAL EXCHANGE SERVICE

5.3 Basic Trunk Service

Basic Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic Trunk is provided with touch tone signaling and may be configured into a hunt group with other Company-provided Basic Trunks.

For trunks equipped with Direct Inward Dial (DID) capability and DID number blocks, see Sections 5.6 & 5.7.

Non-recurring and Recurring charges per Basic Trunk apply as follows:

<u>Non-Recurring Charge</u>	<u>Recurring Charge</u>
\$500.00	\$35.00

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SECTION 5: LOCAL EXCHANGE SERVICE

5.4 DID Trunk Service

DID Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to receive incoming calls one call at a time. DID Trunk Service transmits the dialed digits for all incoming calls allowing the customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID number blocks apply in addition to the DID Trunk charges listed below.

Non-recurring and Recurring charges per DID Trunk apply as follows:

<u>Non-Recurring Charge</u>	<u>Recurring Charge</u>
\$500.00	\$60.00

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SECTION 5: LOCAL EXCHANGE SERVICE

5.5 Digital Trunk Service

Digital Trunk Service provides a Customer with a digital connection operating at 1.544 Mbps which is time division multiplexed into 24 individual voice-grade telephonic communications channels, each of which can be used to place or receive one call at a time. Digital Trunks are provided for connection of compatible Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Digital Trunk is provided with dual tone multi-frequency (DTMF) or multi-frequency (MF) signaling, as specified by the Customer. Digital Trunks may be configured into hunt groups with other Company-provided Digital Trunks. The terminal interface for each Digital Trunk Service is a DSX-1 panel.

Individual channels carried over a Digital Trunk may be equipped with Direct Inward Dial (DID) capability. Additional charges for DID number blocks are set forth in Section 6.2. Monthly recurring rates per Digital Trunk per point, apply as follows:

	<u>1 year term</u>	<u>2 year term</u>
Per DS1, per month	\$600.00	\$550.00

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SECTION 5: LOCAL EXCHANGE SERVICE

5.5 Digital Trunk Service (cont'd.)

Non-recurring rates per Digital Trunk per point apply as follows:

Non-Recurring Charge
\$500.00

Customer may, at its option, procure links directly from another service provider other than the Company while subscribing to Company provided port elements.

5.6 ISDN Primary Rate Interface (PRI) Service

ISDN PRI is a competitive digital business telecommunications service offered to all customers located within Missouri. ISDN PRI is a switched service that provides the end user with clear channel signaling (64Kbs) in increments of 24 channels formatted within a T1 (1.544 Mbps) allowing such uses as carrying voice traffic, packetized data, or acting as common trunks. ISDN PRI end users will connect their CPE equipment to the Company's central office via T1 connections.

All Customer Provided Equipment (CPE) used with ISDN PRI is required to conform with the Telcordia Technical Reference Specifications as used by the Company: ISDN Primary Rate Access Transport System Requirements (a module of TSGR, FR-440), Issue Number 01; Technical Reference: TR-TSY-000754.

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SECTION 5: LOCAL EXCHANGE SERVICE

5.6 ISDN Primary Rate Interface (PRI) Service (cont'd.)

5.6.1. Standard Features for Circuit Switched Voice and Circuit Switched Data Services

A. Call by Call for Trunk Groups

Allows Circuit Switched Voice and Circuit Switched Data Services to enable over the ISDN PRI trunk to share “B” channels and arrange them as a single trunk group.

This allows incoming and outgoing Circuit Switched Voice and Data calls to utilize “B” Channels on a call by call basis. (Without this capability, each service would require “B” channel.) “B” Channel Packet Switched Data Service cannot utilize this capability. ISDN PRI provides the end user with fractional T1 capabilities by using multiple B channels as required that will support a request for aggregate bandwidth of each application thus using SS7 interconnection trunks between the Company and the customer. All of the 23 channels (24 where technology permits) are usable as standalone trunk groups. Trunk groups can be equipped with Direct Inward Dial (DID) functionality.

B. Caller ID Capability

All calling numbers presented to the services working on the ISDN PRI connection can be delivered to the customer’s CPE, including calls made to Direct Inward Dialing Service telephone numbers.

C. Clear Channel Capability

ISDN PRI uses a standard 23b +D channel format providing “B” channels solely used for customer applications, since all signaling and control functions are handled by the “D” channel. This allows up to 64 Kbps access on each “B” channel and multiple B channels can be configured together in order to satisfy bandwidth requirements required to pass customer information to distant end terminations where technically feasible via ISDN PRI connections. ISDN PRI also allows multiple T1s to be configured as one user group using a single D channel for signaling support thus increasing available bandwidth.

D. Digital Voice Transmission

All voice calls are converted from an analog into a digital format to be transported across the network.

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SECTION 5: LOCAL EXCHANGE SERVICE

5.6 ISDN Primary Rate Interface (PRI) Service (cont'd.)

5.6.1 Standard Features for Circuit Switched Voice and Circuit Switched Data Services (cont'd.)

E. "D" Channel Control of Multiple Prime

Utilizes a single "D" channel to provide signaling and control for multiple ISDN PRI connections within a defined group. This allows the end user an additional bandwidth of 1.544 Mbps for each additional PRI port connection.

F. Equal Access Calling

Allows the customer to predefine an interexchange carrier or randomly access an interexchange carrier for each Trunk Group enabled. The carrier designation can be changed for charges as filed for the State of Missouri with the F.C.C. in Local Access LLC F.C.C. Tariff No. 1.

5.6.2 Optional Features for Circuit Switched Voice and Circuit Switched Data Services

A. Backup "D" Channel Arrangement

Provides backup for a primary "D" channel under those circumstances where multiple ISDN Prime connections share a "D" single channel. A pre-determined "D" channel on another PRI connection would automatically take over call control and signaling functions.

B. System Intercommunication Service

Allows ISDN PRI "B" channels to connect to a Centrex business system or another Company provided ISDN PRI circuit that originates in the same central office. This feature is offered on a per trunk group basis only.

C. Call by Call for FX and Tie Lines

Allows Foreign District (FX) and Tie Line calls to be directed to and originated from ISDN PRI "B" channels. This provides Call by Call service selection for incoming and outgoing Circuit Switched and Private Facility services.

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SECTION 5: LOCAL EXCHANGE SERVICE

5.6 ISDN Primary Rate Interface (PRI) Service (cont'd.)

5.6.2 Optional Features for Circuit Switched Voice and Circuit Switched Data Services (cont'd.)

D. Network Ring Again

This feature enables station users whose Digital PBX is connected to a central office by ISDN Prime to complete calls to a busy station line in another system without redialing. The system may be in the same or a different central office.

E. Network Name Display

This allows the name of a station user calling over an ISDN PRI to be forwarded for display on a properly equipped customer-provided set. The terminating system may be in the same or a different central office.

5.6.3 Usage Rates

Voice and circuit switched calls will be subject to the usage charges in the Company's Basic Line Service as shown in section 8.3 of this Tariff.

5.6.4 Line Charges

The rates shown below for PRI are exclusive of local and toll usage charges, T1, and associated customer premises equipment.

	<u>1 year term</u>	<u>2 year term</u>
Per ISDN PRI, per month	\$700.00	\$650.00

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SECTION 5: LOCAL EXCHANGE SERVICE

5.7 IP Control

IP Control is a DID voice line equivalent service used to connect the public switched telephone network and a Customer's IP-based telephony equipment for the transmission of voice, data, or video traffic using session initiation protocol (SIP). IP Control may be provisioned using Company or Customer provided access.

Trunk and port charges will be based on DS0-equivalent concurrent SIP sessions derived by taking the total incoming DID traffic divided by 7,000,000 minutes multiplied by 672. A minimum 24 DS0 equivalent SIP sessions is required and each additional concurrent SIP session will be billed individually.

When customer provided access is used (including but not limited to public internet access), trunk and End User Common Line (EUCL) charges will not apply. EUCL charges will be applied according to the Local Access LLC tariff for all Company provided access.

Monthly Recurring Charges (MRC)

<u>DID Charges Per DID</u>	<u>MRC</u>
0 – 999,999 minutes of use per account	\$0.015
1,000,000 – 4,999,999 minutes of user per account	\$0.10
5,000,000 – 24,999,999 minutes of use per account	\$0.07
Greater than 25,000,000 minutes of use per account	\$0.05

Port Charges

Per DS0 Equivalent	\$3.00
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Trunk Charges

Per DS0 equivalent	\$12.50
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Non-Recurring Charges

(NRC) Installation Charge

Per DS1 equivalent	\$500.00
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SECTION 6: LOCAL EXCHANGE OPTIONAL FEATURES

6.1 Directory Listings

For each Customer of Company-provided Local Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise. At a Customer's option, the Company will arrange for additional listings at the following rates:

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Each Additional Listing:	\$1.00	\$0.40

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SECTION 7: LOCAL AND INTRALATA CALLING SERVICE

7.1 Description

Local and IntraLATA Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones included in the caller's local and IntraLATA calling areas, but within the caller's LATA.

7.2 Time Periods

Peak, Mid-Peak and Off-Peak rates apply as follows:

Rates Including	From	To But Not	Days
Peak	8:00 AM	5:00 PM	Monday-Friday
Off-Peak	5:00 PM	8:00 AM	Monday-Friday
8:00 AM		8:00 AM	Saturday-Sunday
8:00 AM		8:00 AM	Holidays*

*Holidays include New Year's Day (January 1), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

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SECTION 7: LOCAL AND INTRALATA CALLING SERVICE

7.3 Rates

The rates set forth in this section apply to all direct-dialed local and IntraLATA calls. For operator-assisted local and intraLATA calls, the operator charges listed in Section 11.1.3 apply in addition to the charges listed below.

7.3.1 Rates for Local Calling

Per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.

Per minute \$0.02

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SECTION 8: MESSAGE TOLL SERVICE

8.1 Description

Message Toll Service enables a User of a Local Exchange line provided by the Company or another certified local exchange carrier to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the customer's Local Calling Area, but within the State of Missouri.

MTS calls will be billed in 1 minute increments.

The service is offered in two variations depending upon the method the Customer employs to gain access to the Company's network for use of the service:

- A. Subscriber MTS enables Users of Company-provided Local Exchange Services to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the Customer's Local Calling Area, but within the State of Missouri.
- B. Pre-subscriber MTS enables a User of a Local Exchange line provided by another certified local exchange carrier, which has been pre-subscribed by the Customer to the Company's Pre-Subscribed MTS to originate calls to any station on the public switched telecommunications network within the State of Missouri. Calls to stations bearing an NPA-NXX designation associated with a point outside the Customer's LATA may be placed by dialing 1 + the 10-digit number. Calls to stations bearing an NPA-NXX designation associated with a point inside the Customer's LATA may be placed by dialing 10XXX or 101XXXX + 1 + the 10-digit telephone number.

8.2 Rates

The rates set forth below are for all direct dialed Message Toll Service (MTS) calls. Rates for Operator assisted calls are set forth in Section 11.

	<u>Rate per 1st minute</u>	<u>Each additional minute</u>
A) <u>Subscriber</u>	\$0.09	\$0.035
B) <u>Pre-Subscriber</u>	\$0.10	\$0.040

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SECTION 9: LONG DISTANCE SERVICE

9.1 Description

Long Distance Service enables a User of a Local Exchange line provided by the Company or another certified local exchange carrier to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside of the state of Missouri.

Long Distance calls will be billed in one minute increments with a minimum of one minute billed per call.

The service is offered in two variations depending upon the method the Customer employs to gain access to the Company's network for use of the service:

- A. Subscriber Long Distance enables Users of Company-provided Local Exchange Services to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the state of Missouri.
- B. Pre-subscriber Long Distance enables a User of an Local Exchange line provided by another certified local exchange carrier, which has been pre-subscribed by the Customer to the Company's Pre-Subscribed Long Distance Service to originate calls to any station on the public switched telecommunications network within the State of Missouri. Calls to stations bearing an NPA-NXX designation associated with a point outside the state of Missouri may be placed by dialing 1 + the 10-digit number. Calls to stations bearing an NPA-NXX designation associated with a point inside the Customer's LATA may be placed by dialing 10XXX or 101XXXX + 1 + the 10-digit telephone number.

9.2 Rates

The rates set forth below are for all direct dialed Long Distance calls. Rates for Operator-assisted calls are set forth in Section 11.

	<u>Rate per minute</u>
A) <u>Subscriber</u>	\$0.10
B) <u>Pre-Subscriber</u>	\$0.12

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SECTION 10: OTHER SERVICE ARRANGEMENTS

10.0 Other Service Arrangements

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SECTION 11: MISCELLANEOUS SERVICES

11.1 Operator Services

Operator Handled Calling Services are provided to Customers and Users of Company-provided Local Exchange Services, to users accessing presubscribed public pay phones or customer provided stations, and to Customers and Users of another local exchange carrier access lines which the Customer has pre-subscribed to the Company's outbound calling services.

11.1.1 Definitions

Person-to-Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Station-to-Station: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or non-proprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third-party telephones which are coin telephones will not be accepted.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then requests the operator to dial the called station.

Billed to Non-Proprietary Calling Card: Refers to calls that are dialed by the customer in accordance with standard dialing instructions and billed to a nonproprietary calling card issued by another carrier.

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SECTION 11: MISCELLANEOUS SERVICES

11.1 Operator Services (cont'd.)

Local exchange, IntraLATA, and Long Distance calls may be placed on an Operator Assisted basis. Usage charges for Operator Assisted calls are the same as those set forth in Sections 7 and 8, preceding. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, the surcharges specified in Section 11.2.3 and Section 11.3.2 will apply in addition to any applicable Operator charges.

In addition to the usage charges identified above, the following operator-assisted charges will apply:

	<u>Per Call Charges</u>
Person-to-Person (Customer Dialed)	\$3.00
Station-to-Station (Customer Dialed)	\$1.25
Operator Dialed Charge (applies in addition to other operator charges, per minute)	\$0.08
Billed to Third Party (additional surcharge)	\$1.33

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SECTION 11: MISCELLANEOUS SERVICES

11.2 Busy Line Verify and Line Interrupt Service

11.2.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line.

- A. The operator will determine if the line is clear or in use and report to the calling party.
- B. The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

11.2.2 Regulations

- A. A charge will apply when:
 - 1. The operator verifies that the line is busy with a call in progress.
 - 2. The operator verifies that the line is available for incoming calls.
 - 3. The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.
- B. No charge will apply:
 - 1. When the calling party advises that the call is to or from an official public emergency agency.
 - 2. Under conditions other than those specified in 11.2.2(A) preceding.
- C. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.
- D. The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

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SECTION 11: MISCELLANEOUS SERVICES

11.2 Busy Line Verify and Line Interrupt Service (cont'd.)

11.2.3 Rates

	<u>Per Request Charges</u>
Busy Line Verify Service (each request)	\$0.80
Busy Line Verify and Busy Line Interrupt Service (each request)	\$1.00

11.3 Directory Assistance

12.3.1 Description

Customers and Users of the Company's calling services (excluding toll free services) may obtain directory assistance in determining telephone numbers within Missouri by calling the Directory Assistance operator.

11.3.2 Rates

- A. Directory Assistance charges apply for all requests for which the Company's facilities are used. Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

	<u>Local</u>
Per Number Requested	\$0.15

- B. A credit will be given for calls to Directory Assistance when:

1. the Customer experiences poor transmission or is cut-off during the call,
2. the Customer is given an incorrect telephone number, or
3. the Customer inadvertently misdials an incorrect Directory Assistance NPA.

To receive a credit, the customer must notify the Company operator or Business Office of the problem experienced.

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SECTION 11: MISCELLANEOUS SERVICES

11.4 Reserved For Future Use

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SECTION 11: MISCELLANEOUS SERVICES

11.5 Restoration of Service

A restoration charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged for. The restoration charge does not apply when, after disconnection of service, service is later re-established. The following rates apply per occasion:

	<u>Non-Recurring</u>
Per occasion	\$50.00

11.6 Service Trip Charge

If an on-premise visit by the Company is required for trouble or service difficulties not resultant from the Company's provided equipment, a Service Trip Charge may assessed to the subscriber for the visit by the Company and reasonable hourly charges by the technician. The following rates apply per visit:

	<u>Non-Recurring</u>
Per visit	\$100.00

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SECTION 12: SPECIAL ARRANGEMENTS

12.1 Special Construction

12.1.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

- A. non-recurring type charges;
- B. recurring type charges;
- C. termination liabilities; or
- D. combinations thereof.

12.1.2 Basis for Cost Computation

The costs referred to in 12.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
 - 1. equipment and materials provided or used,
 - 2. engineering, labor and supervision,
 - 3. transportation, and
 - 4. rights of way;
- B. cost of maintenance;

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SECTION 12: SPECIAL ARRANGEMENTS

12.1 Special Construction (cont'd.)

12.1.2 Basis for Cost Computation (cont'd.)

- C. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E. license or permit preparation, processing and related fees;
- F. tariff preparation, processing and related fees;
- G. any other identifiable costs related to the facilities provided; or
- H. an amount for return and contingencies.
- I. environmental studies or assessments.

12.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.

- A. The termination liability period is the estimated service life of the facilities provided.

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SECTION 12: SPECIAL ARRANGEMENTS

12.1 Special Construction (cont'd.)

12.1.3 Termination Liability (cont'd.)

- B. The amount of the maximum termination liability is equal to the estimated amounts for:
1. Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - (a) equipment and materials provided or used,
 - (b) engineering, labor and supervision,
 - (c) transportation, and
 - (d) rights of way;
 2. license or permit preparation, processing, and related fees;
 3. tariff preparation, processing, and related fees;
 4. cost of removal and restoration, where appropriate; and
 5. any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 12.1.3(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 12.1.3(B) preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
GOVERNING THE PROVISION OF SWITCHED ACCESS SERVICES
FOR CONNECTION TO COMMUNICATIONS FACILITIES WITHIN
THE STATE OF MISSOURI

Local Access LLC
11442 Lake Butler Boulevard
Windermere, FL 34786
(866) 841-7898 (General Inquiries)
Email: sales@localaccessllc.com

This Tariff ("Tariff") contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by Local Access LLC ("Company") with principal offices at 11442 Lake Butler Boulevard, Windermere, FL 34786, to business Customers within the State of Missouri, as authorized in Case No.TA-____-____. This Tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal offices.

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WAVIER OF RULES AND REGULATIONS

Pursuant to Order of the Missouri Public Service Commission, the following statutory provisions and Commission rules have been waived with respect to the Company's provision of basic local exchange telecommunications services as set forth herein:

Statutes

- 392.210.2 - Uniform system of accounts
- 392.240.1 - Rates-Rentals-Service & Physical Connections
- 392.270 - Valuation of Property (Ratemaking)
- 392.280 - Depreciation Accounts
- 392.290 - Issuance of Securities
- 392.300.2 - Acquisition of Stock
- 392.310 - Stock and Debt Issuance
- 392.320 - Stock Dividend Payment
- 392.330 - Issuance of Securities, Debt, and Notes
- 392.340 - Reorganization (s)

Commission Rules

- 4 CSR 240-3.550(5)(C) - Exchange Boundary Maps
- 4 CSR 240-10.020 - Depreciation Fund Income
- 4 CSR 240-30-30-040 - Uniform System of Accounts

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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 a changed regulation or rate structure. |
| D | To signify discontinued material. |
| I | To signify an increased rate. |
| M | To signify a move in the location of text. |
| N | To signify a new rate or regulation |
| R | To signify a reduced rate. |
| S | To signify reissued material. |
| T | To signify a change in text but no change in rate or regulation. |

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APPLICATION

This Tariff sets forth the competitive services offerings, rates, terms and conditions applicable to Local Access LLC (Company) furnishing intrastate, IntraMSA and InterMSA communications services.

Except as provided in 3.1.3(A), this Tariff applies only to the extent that services provided hereunder are in use by a Customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the State of Missouri.

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DEFINITIONS

Access Services

The Company's intrastate telecommunication services offered pursuant to this Tariff.

Act

The Communications Act of 1934 (47 USC 153(R)), as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996), codified throughout 47 USC and as interpreted by applicable law.

Advance Payment

A part or all of a payment required before the start of service.

Automatic Number Identification (ANI)

A multi-frequency, signaling common switching feature that provides the automatic transmission of a seven or ten digit number and information digits to the customers premise for calls originating in the LATA to identify the calling party or station.

Calling Party Number

(CPN) means a Signaling System 7 parameter whereby the ten (10) digit number is used to identify the calling or originating party.

Collocation

An arrangement where the equipment of a local exchange carrier is installed and maintained at the premise of another LEC.

Common Carrier

Any individual, partnership, association, joint- stock company, trust, governmental entity or corporation engaged for hire in intrastate communication by wire or radio, between two or more exchanges.

Common Channel Signaling Network

Digital data network carrying signaling, routing and control information which interfaces with the telecommunications network.

Company

The issuer of this Tariff, Local Access LLC.

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DEFINITIONS

Customer

The person, firm, government agency or entity, partnership, association, joint-stock company, trust or corporation that orders from, uses or subscribes to the services in this Tariff.

Customer Proprietary Network Information (CPNI)

Information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by any customer of a the Company and that is made available to the Company by the customer solely by virtue of the Company-customer relationship; and information contained in the bills pertaining to telephone exchange service or telephone toll service received by a customer of a carrier; except that such term (CPNI) does not include subscriber list information.

Digital Signal Level 1 (DS1)

The 1.544 Mbps first level signal in the time division multiplex hierarchy. In the time division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

Digital Signal Level 3 (DS3)

The 44.736 Mbps third level in the time division multiplex hierarchy. In the time division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing

End Office Switch

A local telephone switching system established to provide local exchange service and/or exchange access service.

End User

A customer of telecommunications service that is not a carrier. Grandfathered Services ordered under the provisions of this Tariff but are no longer available to new customers.

Individual Case Basis

A condition in which the regulations (if applicable), rates and charges for an offering under the provision of this Tariff are developed based on the circumstance in each case.

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DEFINITIONS

Local Access and Transport Area (LATA)

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4.

Local Exchange Routing Guide (LERG)

The telecommunications industry database tool used to provision NPA/NNXs and provide routing information to facilitate call completion.

Local Number Portability

The ability to move telephone numbers from one service provider to another.

Loss

The value placed on injury or damages due to an accident caused by another's negligence, a breach of contract or other wrongdoing.

Meet Point Billing

When two or more exchange telephone companies are involved in the provisioning and billing of telecommunications service.

MOUs

Minutes of Use

North American Numbering Plan (NANP)

A three-digit area code (also known as a Number Plan Area (NPA), and a seven digit telephone number, made up of a three digit central office code and a four-digit station number. The NANP is administered by the North American Numbering Plan Administrator (NANPA).

Originating Carrier

The carrier whose end user originates a call on the carrier's network or switching equipment.

Percentage of Interstate Usage (PIU)

The interstate jurisdictional use of a telecommunications service, as reported by the customer. This percentage is stated as a whole number percentage (a number from 0 through 100 percent) which is the best estimate of the percentage of the total use of the service that will be interstate in nature by the customer.

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DEFINITIONS

Percent of Local Usage (PLU)

The local jurisdictional use of a telecommunications service as reported by the customer. This percentage is stated as a whole number percentage (a number from 0 through 100 percent) which is the best estimate of the percentage of the total use of the service that will be local in nature by the customer.

Point of Interconnection (POI)

The physical location, building or equipment where two separate networks connect to each other in order to pass telecommunications traffic and signaling.

Recurring Charges

The charges to the Customer for services, facilities and equipment which continue to apply for duration of the service. These usually occur on a monthly basis.

Service Commencement Date

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

Service Order

The request for access services, written or electronic, executed by the Customer and the Company in the format devised by the Company. Such a request for service by the customer and the acceptance of the request 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.

Signaling Transfer Point (STP)

A specialized switch that provides SS7 network access and performs SS7 message routing and screening.

State Commission

The State agency responsible for the regulation of telecommunications service within a particular state's borders

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DEFINITIONS

Terminating Carrier

The carrier who terminates a call to the carrier's end user a call on the carrier's network or switching equipment.

Termination Point

The point of demarcation within a customer designated premises or point of interconnection at which the Company's responsibility for the provision of service ends.

Wire Center

A building in which one or more end offices, used for the provision of Exchange Services, are located.

V and H Coordinates Method

A method of computing the distance, in airline miles, between two point by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

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REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish access services in accordance with the terms and conditions set forth in this Tariff.

2.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least one-month, 24-hours 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. Should a Customer use the Company's access service without an executed Service Order, the Company will then request the Customer to submit a Service Order. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.
- (C) In any action between the parties to enforce any provision of this Tariff, the Company shall be entitled to recover its legal fees and court costs from the customer, in addition to other relief a court may award, if the Company prevails in the action.
- (D) This Tariff shall be interpreted and governed by the laws of the State of Missouri without regard for its choice of laws provision.

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REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.3 Terms and Conditions (cont'd.)

- (E) The installation and restoration of Telecommunications Service Priority (TSP) system services shall be subject to the Federal Communications Commission's rules and regulations.
- (F) The Company will provide the customer reasonable notification of service affecting activities that may occur in normal operation of its business. Activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine maintenance and major network reconfiguration or switch changes.

2.1.4 Liability of the Company

- (A) Except as otherwise stated in this Tariff, the liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, 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 Section 2.7. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any Company service, equipment or facilities, or any acts or omissions or negligence of the Company's employees or agents.
- (B) The Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Network Services; or (b) for the acts or omissions of common carriers or warehousemen.

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REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.4 Liability of the Company (cont'd.)

- (C) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- (D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of equipment or facilities provided by the Customer or third parties.
- (E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, 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.

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REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.4 Liability of the Company (cont'd.)

- (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 gross negligence or willful misconduct of the Company's agents or employees.
- (G) The Company 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, patent or trademark arising from the Customer's own communications.
- (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 in the month in which the event giving rise to the liability occurred. No action or proceeding against the Company shall be commenced more than one year after the event giving rise to the liability occurred.
- (I) THE COMPANY NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR ASSIGNS, MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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REGULATIONS

2.1.5 Claims

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims of libel, slander, or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or end users of the Customer relating to the use of the Company's services or facilities.

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REGULATIONS

2.1.6 Provision of Equipment and Facilities

- (A) Except as otherwise indicated, any customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of services under this Tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - (1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment; or
 - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Ownership of Facilities

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

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REGULATIONS

2.2 Prohibited Uses

- (A) The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.
- (B) The Company may require applicants for service who intend to use the Company's offering 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 regulations, policies, orders, and decisions.
- (C) The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- (D) 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 access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.
- (E) The above list is not meant to be all inclusive and may change due to an order or decision from a regulatory agency, from a court of competent jurisdiction or by a decision of the company.

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REGULATIONS

2.3 Obligations of the Customer

2.3.1 Customer Premises Provisions

- (A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- (B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.3.2 Liability of the Customer

The Customer will be liable for damages to the facilities of the Company caused by negligence or willful acts of its offices, employees, agents or contractors of the Customer where such negligence is not the direct result of the Company's negligence.

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REGULATIONS

2.3 Obligations of the Customer

2.3.3 Jurisdictional Report Requirements

- (A) For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. For originating access minutes, the projected interstate percentage will be developed on a monthly basis by end office trunk group when the Feature Group D Switched Access Service access minutes are measured by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes, the Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the Feature Group D terminating access minutes for each account to which the Customer may terminate traffic.

Should the Customer not supply a terminating PIU Factor, the Company will designate a PIU factor of 75% for Feature Group D access minutes. When the Customer does provide the PIU factor, the Company will update the customer's PIU factors at the beginning of the next billing cycle. These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.

- (B) The projected interstate percentage of use will be used to determine the charges as follows: The number of access minutes for an associated account will be multiplied by the projected interstate percentage of use to determine the interstate access minutes. (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes – interstate access minutes = intrastate access minutes). The interstate access minutes for the associated account will be billed as set forth in Section 5 following.

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REGULATIONS

2.3 Obligations of the Customer (cont'd.)

2.3.3 Jurisdictional Report Requirements (cont'd.)

- (C) Effective on the first of January, April, July and October of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except as set forth in Section 2.3.3(A) preceding where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth in Section 2.3.3 (A) preceding.
- (D) The Customer reported projected interstate percentage of use as set forth in Section 2.3.3 (A) preceding will be used for the apportionment of monthly rates or nonrecurring charges associated with FGD Switched Access Service until the end of the quarter during which the service was activated.
- (E) The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.

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REGULATIONS

2.3 Obligations of the Customer (cont'd.)

2.3.3 Jurisdictional Report Requirements (cont'd.)

- (F) The Customer may provide an additional percentage of interstate use for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group D aggregated percentage of interstate use.
- (G) In the absence of both a customer provided PIU, and the necessary jurisdictional information in the call detail to determine jurisdiction, the default PIU will be zero. .

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REGULATIONS

2.4 Customer Equipment and Channels

2.4.1 Interconnection of Facilities

- (A) In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

2.4.2 Inspections

- (A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- (B) If the protective requirements in connections with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

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REGULATIONS

2.5 Customer Deposits and Advance Payments

2.5.1 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 up to two months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.5.2 Deposits

- (A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. 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) three month's charges for a service or facility which 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 which 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.

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REGULATIONS

2.5 Customer Deposits and Advance Payments (cont'd.)

2.5.2 Deposits (cont'd.)

- (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. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- (D) Deposits held will accrue interest at a rate specified by the Missouri Public Service Commission without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

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REGULATIONS

2.6 Payment Arrangements

2.6.1 Payment for Service

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

(A) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale, delivery or use of Network Services.

(B) Surcharges, Fees and Assessments

The Customer is responsible for payment of any surcharge, assessment or fee, including but not limited to universal service fees, 911 charges, right of way fees or other types of infrastructure fees, and regulatory assessments, where allowed by applicable law.

2.6.2 Billing and Collection of Charges

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

- (A) Non-recurring charges are due and payable within 15 days after the date of the invoice.
- (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 15 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.
- (C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rate basis. For this purpose, every month is considered to have 30 days.

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REGULATIONS

2.6 Payment Arrangements (cont'd.)

2.6.2 Billing and Collection of Charges (cont'd.)

- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
 - (a) a rate of 1.5 percent per month; or
 - (b) the highest interest rate which may be applied under state law for commercial transactions.
- (F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- (G) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- (H) If service is disconnected by the Company in accordance with Section 2.6.3 following and later restored, restoration of service will be subject to all applicable installation charges.
- (I) Any charges for service provided by the Company but did not appear on a customer's invoice can be back billed for a period of up to twenty four (24) months from the date of discovery of the un-billed charges.

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REGULATIONS

2.6 Payment Arrangements (cont'd.)

2.6.3 Discontinuance of Service for Cause

- (A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours 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 24 hours 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, order 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 may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

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REGULATIONS

2.6 Payment Arrangements (cont'd.)

2.6.3 Discontinuance of Service for Cause (cont'd.)

- (G) Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service. Notice should be sent to:

Local Access LLC
11442 Lake Butler Boulevard
Windermere, Fl 34786
Attn: Customer Care

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2.6 Payment Arrangements (cont'd.)

2.6.5 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved

Meet point billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth in Section 2.6.5 (A) following.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

2.6.6 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 fees shall be adjusted according to the term and conditions set forth in 3.1.2.2 following, Access Order Modifications.

2.6.7 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

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REGULATIONS

2.7 Allowances for Interruptions in Service

Except as set forth in 2.1.4(B) preceding and 2.7.2 following, interruptions in service, which 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 2.7.1 for the part of the service that the interruption affects.

2.7.1 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 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.

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REGULATIONS

2.7 Allowances for Interruptions in Service (cont'd.)

2.7.1 Credit for Interruptions (cont'd.)

(B) (cont'd.)

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

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
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 hours	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.

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REGULATIONS

2.7 Allowances for Interruptions in Service (cont'd.)

2.7.1 Credit for Interruptions (cont'd.)

(B) (cont'd.)

Interruptions Over 24 Hours and Less Than 72 Hours

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.

Interruptions Over 72 Hours

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.

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2.7 Allowances for Interruptions in Services (cont'd.)

2.7.2 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; or
- (G) Interruption of service due to circumstances or causes beyond the control of Company.
- (H) Interruption of service due to the Company following a lawful order of a government agency to discontinue a service to a customer.

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REGULATIONS

2.7 Allowances for Interruptions in Service (cont'd.)

2.7.3 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 which has been subject to the outage or cumulative service credits.

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REGULATIONS

2.8 Application of Rates

The regulations set forth in this section govern the application of rates for services contained in other sections of this Tariff.

2.8.1 Charges Based on Duration of Use

Customer traffic to end offices will be measured by the Company at end office switches. Originating and terminating calls will be measured by the Company to determine the basis for computing chargeable access minutes.

For originating calls over Feature Group D, usage measurement begins when the originating Feature Group D switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

The measurement of originating call usage ends when the originating Feature Group D switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

For terminating calls over Feature Group D, the measurement of access minutes begins when the terminating Feature Group D switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered.

The measurement of terminating call usage over Feature Group D ends when the terminating Feature Group D switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

Access minutes or fractions thereof are accumulated over the billing period for each end office and are then rounded up to the nearest access minute for each end office.

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REGULATIONS

2.8 Application of Rates (cont'd.)

2.8.3 Mileage

The mileage to be used to determine the Local Transport Facility monthly rates are calculated on the airline distance between the end office switch where the call carried by Local Transport originates or terminates and the customer's serving wire center. The V&H coordinates method is used to determine mileage. This method is set forth in Section 2.8.2.

The Local Transport Facility mileage rates are shown in Section 5.1.3 in terms of per mile per access minute. To determine the rate to be billed, first compute the mileage. Should the calculation result in a fraction of a mile, always round up to the next whole mile before determining mileage. Then multiply the mileage by the appropriate Local Transport Facility rate. The amount to be billed shall be the product of this calculation (i.e., the number of miles multiplied by the per mile rate) multiplied by the number of access minutes.

2.9 Individual Case Basis (ICB)

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

Contracts will be used in the circumstance of ICB service offerings. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially comparable circumstances. Contracts are obtainable to any similarly situated Customer that places an order within 90 days of their effective date. In the event of a conflict between the Customer and the Company, the contract will take precedence over this Tariff in regards to resolution of the conflict. Contracts are subject to applicable law of a competent jurisdiction.

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REGULATIONS

2.10 Identification and Rating of VOIP Traffic

(A) General

1. VOIP traffic is defined as traffic that is exchanged between a Company end user and the customer in time division multiplexing (TDM) format that originates and/or terminates in Internet protocol (IP) format. These rules establish the method of separating such traffic from the customer's traditional intrastate access traffic, so that such relevant VOIP traffic can be billed in accordance with the FCC Order (see Report and Order in WC Docket Nos. 10-90, etc. FCC Release No. 11-161 (November 18, 2011)).
2. This section will be applied to the billing of switched access charges to a customer that is a local exchange carrier only to the extent that the customer has also implemented billing of interstate access charges for relevant VOIP tariff in accordance with the FCC order.
3. The rates, terms, and conditions of this section will apply to transit services provided in connection with the origination or termination of LEC-CMRS intraMTA traffic.

(B) Rating of VOIP traffic

The relevant VOIP traffic that is identified in accordance with this Tariff section will be bill at rates equal to the Company's applicable tariffed interstate access rates as specified in Tariff FCC No. 1.

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REGULATIONS

2.10 Identification and rating of VOIP Traffic (cont'd)

(C) Calculation and Application of Percent VOIP Usage Factor

The Company will determine the number of relevant VOIP traffic minutes of use (MOU) to which the interstate rates will be applied under subsection B above, by applying a percent VOIP usage (PVU) factor to the total intrastate access MOU exchanged between a Company end user and the customer. The PVU will be determined and applied as follows:

- (1) The customer will calculate and furnish to the Company a factor (customer factor) representing the percentage of the total intrastate and interstate access MOU that the customer exchanges with the Company in the state, that (a) is sent to the Company and that originated in IP format; or (b) is received from the Company and terminated in IP format. This customer factor shall be based on information such as traffic studies, call details, the number of the customer's retail VOIP subscriptions in the state (as reported in FCC Form 477) or other relevant and verifiable information.
- (2) The Company will also calculate a factor (Company factor) representing the percentage of the Company's total intrastate and interstate access MOU in the state that the Company originates or terminates on its network in IP format. This Company factor shall be based on information such as traffic studies, call details, the number of the customer's retail VOIP subscriptions in the state (as reported in FCC Form 477) or other relevant and verifiable information.

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REGULATIONS

2.10 Identification and rating of VOIP Traffic (cont'd)

(C) Calculation and Application of Percent VOIP Usage Factor (cont'd)

- (3) The Company will use the Company factor and the customer factor to calculate a PVU factor that represent the percentage of total intrastate and interstate access MOU exchanged between a Company end user and the customer that is originated or terminated in IP format, whether at the Company's end, at the customer's end or at both ends. The PVU factor will be calculated as the sum of: (A) the customer factor and (B) the Company factor times (1.0 minus the customer factor).
- (4) The Company will apply the PVU factor to the total intrastate access MOU exchanged with the customer to determine the number of relevant VOIP traffic MOUs.

Example 1: The Company factor is at 20% and the customer factor is 40%. The PVU factor is equal to $40\% + (20\% \times 60\%) = 52\%$. The Company will bill 52% of the customer's intrastate access MOU at the Company's applicable tariffed interstate access rates. If the customer does not supply the Company with a customer factor according to the preceding paragraph 1, the Company will use a PVU equal to the Company's factor.

(D) Initial PVU Factor

If the PVU factor is not available and/or cannot be implemented in the Company's billing systems by January 1, 2012, once the factor is available and can be implemented the Company will adjust the customer's bills to reflect the PVU retroactively to January 1, 2012. In calculating the initial PVU, the Company will take the customer specified PVU into account retroactively to January 1, 2012, provided that the customer provides the factor to the Company no later than April 15, 2012; otherwise the Company will set the initial PVU equal to the Company factor as specified in subsection (c)(5) above.

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REGULATIONS

2.10 Identification and rating of VOIP Traffic (cont'd)

(E) PVU Factor Updates

The customer may update their factor quarterly using the method set forth in subsection (C)(1), above. If the customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised customer factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised customer factor to calculate a revised PVU. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU.

(E) Verification of PVU

Not more than twice in any year, the Company can ask the customer to verify the customer factor that they furnished to the Company and the customer can ask the Company to verify the Company factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective Company and customer factors.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's premises (or a collocated interconnection location) and an end user's premises. It provides for the use of common terminating, switching and trunking facilities. Switched Access Service provides for the ability to originate calls from an end user's premises to a Customer's premises (or a collocated interconnection location), and to terminate calls from a Customer's premises (or a collocated interconnection location) to an end user's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the customer desires to originate or terminate calls. The minimum interconnection level with the Company's network and services is at a DS1 level.

Switched Access Service is provided in the following service categories, which are differentiated by their technical characteristics and the manner in which an end user or Customer accesses them when originating or terminating calls.

FGD Access, either tandem or end office, which is available to all Customers, provides trunk side access to Company end office switches with an associated uniform 10XXX or 101XXX access code for the Customer's use in originating and terminating communications. End users may also originate calls to a selected FGD Access Customer by dialing 1+NPA-NXX-XXXX when using the Company's presubscription service.

Toll Free Data Base Access Service, which is available to all Customers, provides trunk side access to Company end office switches in the originating direction only, for the Customer's use in originating calls dialed by an end user to telephone numbers beginning with the prefix "800", "866", "888", or "877", for example. Toll Free Data Base Access Service is offered in conjunction with Feature Group D Access.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.1 Access Service Order

An Access Service Order is used by the Company to provide a Customer Access Service. A Customer may order any number of services of the same type and between the same premises on a single Access Order. All details for services for a particular order must be identical except for those for multipoint service. Where no service order is placed to initiate service, a party shall be deemed a Customer for receipt of service in all circumstance in which such party knew or should have known that service was being provided. Failure to object to the provisioning of service after receipt of a bill identifying such service shall establish conclusively that such service was ordered. When placing an order for Access Service, the Customer shall provide to the Company the order information required in Section 5.2 in addition to the following:

- Customer name and premises address (es).
- Billing name and address (when different from Customer name and address).
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation,
- interactive design, installation and billing.

3.1.2 Ordering Requirements

When ordering Switched Access service, the Customer must specify whether the service is to be provided as:

- (1) Direct Trunked Transport to the end office,
- (2) Direct Trunked Transport to a tandem which connects with Common Transport from the tandem to the end office or
- (3) Common Transport to the end office; customer specification of facilities will not impede the flow of traffic via Common Transport and related charges.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.2 Ordering Requirements (cont'd)

When all or a portion of service is ordered as Direct Trunked Transport, the Customer must specify the type and quantity of Direct Trunked Transport Facility (i.e., High Capacity DS1). The Customer must also specify the type of Entrance Facility to be used for Switched Access (e.g., High Capacity). For High Capacity Entrance Facilities, the Customer must specify the facility assignment and the channel assignment for each trunk. (A) For Feature Group D Switched Access Service, the Customer shall specify the number of busy hour minutes of capacity (BHMC) from the Customer's premises to the end office by traffic type. This information is used to determine the number of transmission paths.

The Customer shall also specify the Local Transport and Local Switching options. Customers may, at their option, order FGD by specifying the number of trunks and the end office when direct routing to the end office is desired or the access tandem switch when routing is desired via an access tandem switch and the Local Transport and Local Switching options desired. When ordering by trunk quantities rather than BHMC quantities to an access tandem, the Customer must also provide the Company an estimate of the amount of traffic it will generate to and/or from each end office subtending the access tandem to assist the Company in its own efforts to project further facility requirements.

In addition, for Feature Group D with the SS7 signaling option, the Customer shall specify the switching point codes and trunk circuit identification codes for trunks with the SS7 signaling option. When a Customer orders FGD in trunks, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

When a Customer orders collocation in an end office and/or access tandem with Company provided Switched Access Service(s), the Customer must specify the collocated fiber optic facilities involved. The Customer must also specify the particular end office or access tandem location involved, which must be the end office in which the Switched Access Service(s) originate or terminate, or an Access Tandem in which such service(s) are switched.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.2 Ordering Requirements (cont'd)

For 8YY Data Base Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D. If the Customer desires any of the optional features available with 8YY Data Base Service, the Customer shall so specify on the order for service.

3.1.2.1 Access Order Service Date Intervals

Access Service is provided with one of the following Service Date Intervals: -Standard Interval -Negotiated Interval -Advance Order Interval

(A) Standard Interval

A schedule of Standard Intervals applicable for Switched Access Services and is as follows:

<u>Trunk Groups</u>	<u>Standard Interval</u>
1 to 4 Trunks	28 Days
5 to 24 Trunks	30 Days

(B) Negotiated Interval

The Company will negotiate a service date interval with the Customer when:

- (1) There is no Standard Interval for the service, or;
- (2) The quantity of Access Services orders exceeds the quantities specified in the Standard Intervals, or;

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.2 Ordering Requirements (cont'd.)

3.1.2.1 Access Order Service Date Intervals (cont'd.)

- (3) The Customer requests a service date beyond the applicable Standard Interval service date except as set forth in (C) following.

The Company will offer a service date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval service date, or, when there is no Standard Interval, the Company offered service date. All services for which rates are applied on an individual case basis are provided with a Negotiated Interval.

Common Channel Signaling Access (CCSA) links will be provided on a Negotiated Interval. New or existing FGD trunks ordered with the SS7 signaling option will be provided on a Negotiated Interval.

The addition and/or deletion of an Toll Free Access Service six digit customer identification NXX is provided with a Negotiated Interval. The addition of a Toll Free Access Service ten digit customer identification record to the Toll Free Access Service data base or the deletion of a Toll Free Access Service ten digit customer identification record from the Toll Free Access Service data base is provided with a Negotiated Interval.

	<u>Maximum Interval</u>
Initial establishment of service where Customer is:	
- Not yet provided with any Trunk Group service in the LATA	6 months
- Provided Trunk Group service in the LATA	90 Days

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.2 Ordering Requirements (cont'd.)

3.1.2.1 Access Order Service Date Intervals (cont'd.)

(C) Advance Order Interval

When placing an Access Order, a Customer may request an Advance Order Interval for a service date of 12 to 24 months from the Application Date for the following services:

- A minimum of 24 voice grade equivalent Switched Access Service lines or trunks or 720 BHCs

Orders for less than the minimum quantities will be accommodated under Standard or Negotiated Interval provisions. Advance Order Interval Access Orders are subject to all ordering conditions of Standard and Negotiated Interval Access Orders except for the following:

(1) Advance Payment

A nonrefundable Advance Payment will be calculated as follows:

Advance Payment (Nonrefundable)	The minimum monthly charge for the minimum period plus the applicable Nonrecurring Charges for the services ordered.
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This Advance Payment is due 10 working days from the date the Company confirms acceptance of the order, or on the Application Date, whichever date is the later date. If the Advance Payment is not received by such payment date, the order will be canceled.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.2 Ordering Requirements (cont'd.)

3.1.2.1 Access Order Service Date Intervals (cont'd.)

(C) Advance Order Interval (cont'd.)

(1) Advance Payment (cont'd.)

When the Access Services are connected on the service date, the Advance Payment will be applied, as a credit, to the Customer's billed service charges. When there has been a decrease in the number of services originally ordered, as set forth in (2) following, only the portion of the Advance Payment for services actually installed will be credited.

(2) Cancellation or Partial Cancellation of an Advance Order Interval Access Order

When the Customer cancels an Access Order, the order will be withdrawn. The Advance Payment will not be credited or refunded.

Any decrease in the number of ordered Access Services will be treated as a partial cancellation, and the portion of the Advance Payment for the services canceled will not be credited or refunded.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.2 Ordering Requirements (cont'd.)

3.1.2.2 Access Order Modifications

The Customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the Customer's use or prior to the service date, whichever is later. Any increase in the number of Switched Access Service lines, trunks or busy hour minutes of capacity or CCSA signaling connections will be treated as a new Access Order (for the increased amount only).

3.1.2.3 Cancellation of an Access Order

(A) A Customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that services available for the Customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or a Customer's end user is unable to accept Access Service within 30 calendar days after the original service date, the Customer has the choice of the following options:

-The Access Order shall be canceled and charges set forth in (B) following will apply, or

- Billing for the service will commence.

If no cancellation request is received within the specified 30 calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31st day beyond the original service date of the Access Order.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.2 Ordering Requirements (cont'd.)

3.1.2.3 Cancellation of an Access Order (cont'd.)

(B) When a Customer cancels a Standard or Negotiated Interval Access Order for the installation of service, a Cancellation Charge will apply as follows:

(1) When the Customer cancels an Access Order, a charge equal to the estimated provisioning costs incurred at a particular date for the service ordered by the Company shall apply.

(2) If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days, due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Customer may cancel the Access Order without incurring cancellation charges.

3.1.2.4 Minimum Period

(A) The minimum period for which Access Service is provided and for which charges are applicable, is one month

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.2 Ordering Requirement (cont'd.)

3.1.2.4 Minimum Period

- (B) The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service.

The changes listed below are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established.

- (1) A move to a different building.
- (2) A change in type of service.
- (3) A change in Switched Access Service Interface Group.
- (4) A change in Switched Access Service traffic type.
- (5) A change in STP Access link.
- (6) A change in STP Port.
- (7) A change in Company-provided Switched Access Service to a Collocated Interconnection arrangement or vice versa.
- (8) A change to an existing Feature Group D Service to include the provision of 64 kbps Clear Channel Capability.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.2 Ordering Requirements (cont'd.)

3.1.2.5 Minimum Period Charges

When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity. All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

3.1.2.6 Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). Types of nonrecurring charges that apply for Switched Access Service are: installation of service and service rearrangements.

(1) Installation of Service

Nonrecurring charges apply to each Switched Access Service installed. For Switched Services ordered on a per trunk basis, the charge is applied per trunk or out of band signaling connection.

For Switched Services ordered on a busy hour minutes of capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s). In addition, nonrecurring charges apply when an out of band signaling connection is installed for use with FGD.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.2 Ordering Requirements (cont'd.)

3.1.2.6 Nonrecurring Charges (cont'd)

(2) Service Rearrangements

All changes to existing services other than changes involving administrative activities only will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in (1) preceding will apply for this work activity. Moves that change the physical location of the point of termination are described below.

(a) Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

(b) Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.2 Ordering Requirements (cont'd.)

3.1.2.7 Network Blocking Charge

The Customer will be notified by the Company to increase its capability (busy hour minutes of capacity or quantities of trunks) when excessive trunk group blocking occurs on groups carrying Feature Group D traffic and the measured access minutes for that hour exceed the capacity purchased.

If the order for additional capacity has not been received by the Company within 15 days of the notification, the Company will bill the Customer, at the rate set forth in 5.1.3(E) following, for each overflow in excess of ordered capacity.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.2 Rate Categories

FGD includes but is not limited to originating and terminating traffic into separate trunk groups. Originating traffic type is further categorized as follows:

Domestic - access capacity for carrying only domestic traffic other than 500, 700, 800, 900, Operator, Operator Transfer Service, Inward Assistance, and Alternate Card Access traffic.

500 - access capacity for carrying only 500 traffic

700 - access capacity for carrying only 700 traffic

800 - access capacity for carrying only 800 traffic

900 - access capacity for carrying only 900 traffic

1DDD - access capacity for carrying only International Direct Distance Dialing traffic.

Operator Transfer Service - access capacity for carrying only Operator Transfer Service traffic.

Alternate Card Access Service - access capacity for carrying only alternate card access service traffic.

Inward Assistance Service - access capacity for carrying only alternate card access service traffic.

Non presubscribed - access capacity where use of an access code (other than 1+) is required.

When ordering such types of access capacity, the customer must specify the appropriate traffic type(s)

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.2 Rate Categories (cont'd)

(A) Manner of Provision

Switched Access is furnished in quantities of trunks or in busy hour minutes of capacity (BHMCs). FGD Access is furnished on a BHMC and on a per trunk basis as set forth in 5.2 preceding.

BHMCs are differentiated by type and directionality of traffic carried over a Switched Access Service arrangement. Differentiation of traffic among BHMC types is necessary for the Company to properly design Switched Access Service to meet the traffic carrying capacity requirement of the Customer.

3.1.3 Switched Access Services

There are five rate categories which apply to Switched Access Service:

- Switched Transport
- End Office Switching
- Tandem Switching and Transport
- Chargeable Optional Features
- Database

(A) Switched Transport

The Switched Transport rate category provides for transmission facilities between the Customer's premises or collocated interconnection location and the Company's end office switch (es) and/or between the Company's tandem switch (es) and other carriers' end office switches.

Switched Transport is a two-way voice frequency transmission path composed of facilities for which the Company is responsible for the management and cost of these facilities.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.3 Switched Access Services (cont'd)

(A) Switched Transport (cont'd)

Switched Transport is comprised of a Transport Termination (per minute) and Transport Facility (per minute per mile) charge. When End Office switching is utilized, the Switched Transport charge is billed as a separate rate element using a standard 10 mile facility charge.

When Tandem switching is utilized, the Switch Transport charges are combined with Tandem Switching. A standard 10 mile facility charge is used for Switched Transport when the Company's Tandem and the end user's End Office are located in the same incumbent local exchange carrier territory. A 20 mile facility charge is applied when the Company's tandem and the end user's End Office are located in different incumbent local exchange carrier territories.

When more than one Company is involved in providing the Switched Access Service, the Local Transport rates are applied as set forth in Section 5.

(1) Entrance Facility

The Entrance Facility rate element provides for the use of a communications path between a Customer designated premises and the serving wire center of that premises. Included as part of the Entrance Facility is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the access service is to be connected at the customer designated premises and the type of signaling capability, if any. Entrance Facility is available as High Capacity service. One charge applies for each Entrance Facility that is terminated at a premises designated by the customer. This charge will apply even if the customer-designated premises and the serving wire center are collocated in a Company building.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.3 Switched Access Services (cont'd)

(A) Switched Transport (cont'd)

(2) Direct Trunked Transport

Direct Trunked Transport is available in High Capacity DS1, DS3, OC-X or Gig-E circuits. Direct Trunked Transport rates consist of a Direct Trunked Facility rates which is applied on a per mile basis and a Direct Trunked Termination rate which is applied at each end of each measured segment of the Direct Trunked Facility (e.g., at the end office, hub, tandem, and serving wire center). When the Direct Trunked Facility mileage is zero, the Direct Trunked Termination per mile rate will not apply.

(3) Optional Features

Where transmission facilities permit, the individual transmission paths between the Customers' designated premises and the first point of switching may, at the option of the Customer, be provided with the following optional features as set forth and described in Section 5 following.

- Supervisory Signaling
- Customer Specified Entry Switch Receive Level
- Customer Specification of Local Transport Termination
- Signaling System 7 (SS7) Signaling

(4) Termination and Transport

Termination and Transport is comprised of a Transport Termination (per minute) and Transport Facility (per minute per mile) charge. When End Office switching is utilized, the Termination and Transport charge is billed as a separate rate element using a standard 10 mile facility charge. When Tandem switching is utilized, the Termination and Transport charges are combined with Tandem Switching. A standard 10 mile facility charge is used for Switched Transport when the Company's Tandem and the end user's End Office are located in the same incumbent local exchange carrier territory. A 20 mile facility charge is applied when the Company's tandem and the end user's End Office are located in different incumbent local exchange carrier territories.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.3 Switched Access Services (cont'd)

(B) End Office

The End Office rate category provides the local end office switching functions necessary to complete the transmission of Switched Access communications to and from the end users served by the local end office and the Customer. The End Office rate includes the Local Switching, Carrier Common Line and Common Port rate elements. In addition, certain end office optional features are provided at charges set forth in Section 6. Directory Assistance Service and the applicable rates for it are set forth in Section 9 following.

(1) Local Switching

The Local Switching rate element provides for (1) local end office switching, i.e., the common switching functions associated with the various Switched Access Service arrangements and (2) intercept functions, i.e., the termination of certain calls at a Company intercept operator or recording. It is divided into two distinct categories: LS1 and LS2. The first category, LS1, provides local switching for Feature Groups A. The second category, LS2, provides local switching for Feature Group D, 800 Access Service, 900 Access Service.

Where end offices are appropriately equipped, international dialing may be provided as a capability associated with LS2. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard FGC.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.3 Switched Access Services (cont'd)

(B) End Office

(2) Common Trunk Port

The Common Trunk Port used by multiple customers provides for the termination of common transport trunks in common end office trunk ports in conjunction with tandem routed traffic. The Common Trunk Port rate is assessed on a usage sensitive basis on tandem routed switched access.

(3) Carrier Common Line

The Carrier Common Line rate category provides for the use of Company common lines by Customers for access to end users to furnish Customer intrastate communications. Carrier Common Line is provided where the Customer obtains Company provided Switched Access Service.

(1) Limitations

- (a) A telephone number is not provided with Carrier Common Line.
- (b) Detail billing is not provided for Carrier Common Line.
- (c) Directory listings are not included in the rates and charges for Carrier Common Line.
- (d) Intercept arrangements are not included in the rates and charges for Carrier Common Line.
- (e) All trunk side connections provided in the same combined access group will be limited to the same features and operating characteristics.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.3 Switched Access Services (cont'd)

(B) End Office (cont'd.)

(3) Carrier Common Line (cont'd.)

(2) Undertaking of the Telephone Company

Where the Customer is provided with Switched Access Service under this Tariff, the Company will provide the use of Company common lines by a Customer for access to end users at rates and charges as set forth in Section 5 following.

(3) Obligations of the Customer

(a) The Customer facilities at the premises of the ordering Customer shall provide the necessary on-hook and off-hook supervision.

(b) All Switched Access Service provided to the Customer will be subject to Carrier Common Line charges, excluding the Common Channel Signaling Access exemption.

(4) Common Channel Signaling Access Exemption

The Common Channel Signaling Access Signal Transfer Point (STP) Port Termination charge, as set forth in Section 5, following, is not subject to a Carrier Common Line charge.

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3.1 Access Services (cont'd.)

3.1.3 Switched Access Services (cont'd)

(B) End Office (cont'd.)

(3) Carrier Common Line (cont'd.)

(5) Rate Regulations

- (a) The Carrier Common Line charges will be billed per access minute to each Switched Access Service Customer.
- (b) When the Customer reports interstate and intrastate use of Switched Access Service, the Carrier Common Line charges will be billed only to intrastate interLATA and/or intraLATA Switched Access Service access minutes based on the data reported by the Customer set forth in Section 2.3.3 preceding.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

(A) Tandem Switching

The Tandem rate category provides the tandem switching functions necessary to complete the transmission of Switched Access communications to and from end offices that subtend the Company's tandem and the Customer. The Tandem rate includes the Tandem Switching, Transport (an average of ten miles), Termination and Multiplexing rate elements.

(1) Tandem-Switched Transport Services

Tandem-Switched Transport provides Switched Transport that is switched through a tandem switch, between the customer's serving wire center and the end offices subtending the tandem. Tandem Switched Transport is also available between an access tandem and end offices subtending that tandem. Tandem-Switched Transport consists of circuits dedicated to the use of a single customer from the serving wire center to the tandem and circuits used in common by multiple customers from the tandem to the end office. Beginning July 1, 1998, the dedicated transport provided between the serving wire center and the tandem must be ordered as Direct Transport, as described in (b) preceding.

Tandem-Switched Transport is composed of the following usage sensitive rate elements:

- (a) The Tandem-Switched Termination element includes the non-distance sensitive portion of Switched Transport, and is assessed on a per access minute of use basis.
- (b) The Tandem-Switched Facility element includes the distance sensitive portion of Switched Transport and is assessed on a per access minute of use per mile basis. For simplicity, the Company will periodically assess the average number of miles that apply and adjust rates accordingly.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.3 Switched Access Services (cont'd)

(A) Tandem Switching

The Tandem rate category provides the tandem switching functions necessary to complete the transmission of Switched Access communications to and from end offices that subtend the Company's tandem and the Customer. The Tandem rate includes the Tandem Switching, Transport (an average of ten miles), Termination and Multiplexing rate elements.

(1) Tandem-Switched Transport Services (cont'd.)

- (c) The Tandem Switching element includes the access tandem switching associated with Tandem-Switched Transport traffic and is assessed per access minute switched through the tandem. Tandem-Switched Transport requires dedicated tandem trunk ports and end office common trunk ports as described in Section 5 following. In addition, common multiplexing, includes the multiplexing associated with the Tandem-Switched Transport. The rate application for Tandem-Switched Transport rates is set forth in Section 5. Tandem-Switched Transport is provided at the rates and charges set forth in Section 5.

(A) Cross Connects

This service connects two facilities from the same customer or facilities from two different customers in the Company's central office(s). Cross connect service is provided at a DS1, DS3, OCX, or GigE level.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd.)

3.1.4 Other Rate Categories

(A) Toll Free Data Base Access Service

Toll Free Data Base Access Service is a service offering utilizing originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed toll free calls to a Company Service Switching Point which will initiate a query to the database to perform the Customer identification and delivery function. The call is forwarded to the appropriate Customer based on the dialed toll free number. Any dial around compensation relating to pay telephones will be billed in accordance to procedures and rates proscribed by the Federal Communications Commission. The Company reserves the right to bill end users of its toll free service for any dial around compensation costs the Company may incur.

(1) Customer Identification Charge

The Toll Free Data Base Access Service Customer Identification applies for the identification of the appropriate Customer. The charge is assessed to the Customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in Missouri.

(2) Toll Free Number Reservation

The Toll Free Number Reservation service applies to the request of the Customer to have the Company attempt to reserve a specific toll free number for the Customer. Company will not guarantee that a specific toll free number in any of the toll free prefixes (800, 877, 888, or future prefixes as designated by NANPA) will be available at the time a Customer requests the specific number.

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SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (Cont'd.)

3.1.4 Other Rate Categories

3) Rating of Local Exchange Service

For billing purposes, Local Exchange Service calls originating from an authorized local exchange provider and terminating on the Company's network (for completion to a Company end user) will be rated at the Company's end office.

4) Rate Regulations

Local Exchange Service will consist of the following rate categories.

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SERVICE AND RATE DESCRIPTIONS

3.2 Miscellaneous Services

3.2.1 Presubscription

- (A) Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IC) to access, without an access code, for intrastate interLATA calls and interstate interLATA calls subject to the Company's FCC Access Tariff. This IC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select as its PIC the Company, or any other IC that orders originating Feature Group D Switched Access Service at the end office that serves the end user. After the end user's initial selection of a pre-designated IC, for any additional change in selection, a non-recurring charge, as set forth in Section 5, applies.
- (B) At the request of a new or existing end user served by a Feature Group D end office, the Company will provide a list of ICs the end user may select as its PIC. At no additional charge for the initial selection, the customer may choose either of the following options.
- Designate an IC as a PIC and dial 10XXX or 101XXXX to reach other ICs.
 - Designate that they do not want to be presubscribed to any IC and choose to dial 10XXX or 101XXXX for all calls to all ICs.

New end users subscribing to the Company's Local Exchange Service that do not specify a PIC will default to the Company as their initial PIC selection. Subsequent to the installation of Local Exchange Service, and after the end user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge as set forth in Section 5, applies. This charge is billed to the end user that is the subscriber to the Local Exchange Service and applies only for selection of an IC which provides only intrastate service.

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BILLING AND COLLECTION SERVICES

4.1 General

The Company will provide the following services:

- Automatic Number Identification (ANI)
- Billing Name and Address (BNA)

4.2 Automatic Number Identification

Automatic Number Identification (ANI) provides the automatic transmission of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling telephone number. The ANI feature is an end office software function which is associated on a call-by-call basis with (1) all individual transmission path in a trunk group routed directly between an end office and a Customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an end office and an access tandem, and a trunk group between an access tandem and a Customer's premises.

4.2.1 Rate Regulations

When Automatic Number Identification (ANI) is delivered (with Feature Group D originating) and the Customer is charged the recording rate as set forth in Section 5.3.1, the ANI rate does not apply. If the Customer is not charged the recording rate, the ANI rate as set forth in Section 5.3.2 will apply for each ANI record delivered to the Customer.

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BILLING AND COLLECTION SERVICES

4.2 Automatic Number Identification (cont'd.)

4.2.1 Rate Regulations (cont'd.)

Billing Name and Address (BNA) Service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company.

BNA Service is provided for the sole purpose of permitting the Customer to bill its telephone communications service to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The Customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products. BNA Service is provided on both a manual and mechanized basis. On a manual basis, the information will be provided by voice telecommunications or by mail, as appropriate. On a mechanized basis, the information will be entered on magnetic tape containing recorded Customer messages. BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the Company's data base.

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BILLING AND COLLECTION SERVICES

4.2 Automatic Number Identification (cont'd.)

4.2.1 Undertaking of The Company

- (A) A request for information on over 100 and up to 500 telephone numbers should be mailed to the Company. The Company will provide the response by first class U.S. Mail within ten (10) business days.
- (B) Upon receipt of a magnetic tape of recorded Customer messages, the Company will, at the request of the Customer, provide BNA Service on a mechanized basis. The tape of messages may be provided by the Customer or, where the Customer subscribes to Recording Service as set forth in 4.1.2 preceding, may be the output from that service. The Company will enter the BNA information on the recorded message tape and send the tape to the Customer by first class U.S. Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.

The Company will provide a response to Customer-provided tapes by mail within six (6) business days of receipt. The Company will process and mail tapes which are the output of Recording Service every fifth business day.

- (C) The Company will specify the format in which requests and tapes are to be submitted.

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BILLING AND COLLECTION SERVICES

4.3 Billing Name and Address Service (cont'd.)

4.3.1 Undertaking of The Company (cont'd.)

- (D) The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the Company' records, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the Company will provide an indicator on the confidential records.
- (E) The Company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

4.3.2 Obligations of the Customer

- (A) With each order for BNA Service, the Customer shall identify the authorized individual and address to receive the BNA information.
- (B) A Customer which orders BNA Service on a mechanized basis and which intends to submit tapes of record messages for processing must provide the Company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.
- (C) The Customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this Tariff and that BNA information is available only to those Customer personnel or agents with a need to know the information. The Customer must handle all billing name and address information designated as confidential by the Company in accordance with the Company's procedures concerning confidential information. The Company will provide to the Customer a statement of its procedures concerning confidential information.
- (D) The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's end user records, accounts, data bases or market data, records, files and data bases or other systems it assembles through the use of BNA Service.

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BILLING AND COLLECTION SERVICES

4.3 Billing Name and Address Service (cont'd.)

4.3.2 Obligations of the Customer (cont'd.)

- (E) When the Customer orders BNA Service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the Company. The Company will designate the number obtained by subtracting the projected interstate percentage from 100 (100-projected interstate percentage = intrastate percentage) as the projected intrastate percentage.

This whole number percentage will be used by the Company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the Company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth following.

Effective on the first of January, April, July and October of each year the Customer may update the jurisdictional report. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (e.g., February, May, August and November). No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the order for service.

- (F) The Company shall use reasonable efforts to provide accurate and complete lists. The company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

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BILLING AND COLLECTION SERVICES

4.3 Billing Name and Address Service (cont'd.)

4.3.3 Rate Regulations

- (A) Service Establishment Charges apply for the initial establishment of BNA Service on a manual basis, for the initial establishment of BNA Service on a mechanized basis and for establishment of a Master List for a Customer.
- (B) A charge applies for each request for BNA information for a telephone number provided on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis.

The Company will keep a count of the requests and of the messages processed. The Company will bill the Customer in accordance with these counts whether or not the Company was able to provide BNA information for all requests and messages.

- (C) Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in 5.3.3 following apply to each such message.

Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the Company between interstate and intrastate.

The percentages provided in the reports as set forth in 4.4.2(E) preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (e.g., requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use times the stated tariff rate.

- (D) When a Customer cancels an order for BNA Service after the order date, the Service Establishment Charge applies.

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RATES

5.1 Access Service

5.1.1 Service Orders

Nonrecurring
Charge

(A) Service Implementation

(1)	Installation Charge -Per circuit	\$250
(2)	Access Order Charge -Per Access Request	\$100

5.1.2 Switched Access Service

Per Access Minute

Tandem Access	\$0.006254
End Office Access	\$0.012257
Transport and Termination	0.003700

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RATES

5.1 Access Service (cont'd.)

5.1.3 Local Transport

(A) <u>Entrance Facility</u>		<u>Monthly Recurring</u>
(1)	DS1 -Per Point of Termination	\$200.00
(2)	DS3 -Per Point of Termination	\$750.00
(3)	Installation <u>Non-recurring Charge</u>	
	-Per DS1	\$500.00
	-Per DS3	\$775.00

(B) <u>Direct Trunked Transport</u>	
<u>Facility Mileage</u>	<u>Monthly Rate Per Mile</u>
DS1	\$60.00 \$20.00
DS3	\$100.00 \$20.00

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RATES

5.1 Access Service (cont'd.)

5.1.3 Local Transport (cont'd.)

	<u>Rate Per Call Blocked</u>
(C) <u>Network Blocking Charge</u> ¹	\$0.01
(D) <u>Chargeable Optional Features</u>	
(1) SS7 Signaling Option Conversion, non-recurring	
-Per First Trunk Converted	\$175
-Per Additional Trunk Converted	\$40
(2) Change in Point Code	
-Per change	\$200
(E) <u>Multiplexing</u>	<u>MRC</u>
DS3 to DS1, per multiplexer	\$400
(F) <u>Dedicated Switch Port</u>	<u>MRC</u>
Per DS1 port	\$300
(G) <u>Cross Connect</u>	<u>MRC</u>
Per connection (DS1 level)	\$75

¹Applies to FG D only

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RATES

5.1 Access Service (cont'd.)

5.1.3 Local Transport (cont'd.)

(H) Non-chargeable Optional Features

- (1) Supervisory Signaling

DX Supervisory Signaling
arrangement -Per Transmission
Path

SF Supervisory Signaling
arrangement -Per Transmission
Path

E&M Types I, II, & III Supervisory
Signaling arrangement
-Per Transmission Path
- (2) Signaling System 7
-Per signaling connection arranged
- (3) 64 kbps Clear Channel
Capability -Per Transmission
Path

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RATES

5.1 Access Service (cont'd.)

5.1.4 End Office

(1) Common Switching Chargeable Optional Features

	<u>Rate</u>
Automatic Number Identification/ SS7 Charge Number -Per Attempt	\$0.0025

(2) Common Switching Non-Chargeable Optional Features

Service Class
Routing (available
with FGD)
-Per Transmission Path Group

Alternate Traffic
Routing (available
with FGD)
-Per Transmission Path Group

International Carrier Option
(available with FGD)
-Per End Office and Access Tandem

SS7 Signaling
Option -Calling
Party Number
(available with
FGD)

-Carrier Selection
Parameter (available
with FGD)

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RATES

5.1 Access Service (cont'd.)

5.1.4 End Office (cont'd.)

Local Switching (cont'd.)

(3) Trunk Side Transport Termination Non-Chargeable Options

Standard Trunk for Originating,
Terminating or Two-Way
Operation (available with FGD)

Operator Trunk, Full Feature
Arrangement (available with FGD)

Operator Trunk, Assist
Feature (available with
FGD)

(4) Non-Chargeable SS7 Signaling Option

Calling Party
Number (available
with FGD)

Charge Number
(available with FGD)

Carrier Selection
Parameter (available
with FGD)

Access Transport
Parameter (available
with FGD)

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RATES

5.1 Access Services (cont'd.)

5.1.5 Toll Free Data Base Access Service

	<u>Rate</u>
(A) Customer Identification -Per Query	\$0.0045
(B) Toll Free Number Reservation -Per Toll Free Number	\$1.00

5.2 Miscellaneous Services

5.2.1 Presubscription

	<u>Non-Recurring Charge</u>
Presubscription, -Per Telephone Exchange Service Line or Trunk, Manual	\$1.25
-Per Telephone Exchange Service Automatic	\$0.00

5.2.2 Per-Call Payphone Recovery Recurring Charge

per call	\$0.65
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5.2.3 LNP Query

per query	\$0.002
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RATES

5.3	<u>Billing and Collection Services</u>	<u>Recurring Charge</u>
5.3.1	<u>Recording</u>	
	-Per Customer Message	\$0.025
5.3.2	Automatic Number Identification	
	-Per Attempt	\$0.020
5.3.3	<u>Billing Name and Address</u>	
	Mechanized Transaction	
	- Service Establishment Charge	\$125.00
	- Query Charge	
	Per Telephone Number	\$0.20
5.4	<u>Local Exchange Service</u>	
	Per Minute of Use	\$0.0007

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