

**INTEREXCHANGE AND  
NON-SWITCHED LOCAL EXCHANGE  
TELECOMMUNICATIONS SERVICES TARIFF  
FOR SERVICES OFFERED WITHIN  
THE STATE OF MISSOURI  
  
ISSUED BY  
  
MGC COMMUNICATIONS, INC.**

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Issued: June 9, 2000

Effective: July 24, 2000

Kent F. Heyman  
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**APPLICABILITY**

This tariff contains the descriptions, regulations and rates applicable to the furnishing of interexchange and non-switched local exchange telecommunications services and facilities for telecommunications services provided by MGC Communications, Inc., with principal offices at 175 Sully's Trail, Pittsford, New York 14534. This tariff applies for services furnished within the state of Missouri. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at any of the Company's public offices.

MGC Communications, Inc. and the services offered hereunder have been classified as "competitive" by the Missouri Public Service Commission.

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**LIST OF WAIVED STATUTES AND REGULATIONS**

The Missouri Public Service Commission has waived the following statutes and regulations for services provided by the Company:

Statutes

392.210.2	- uniform system of accounts
392.240.1	- ratemaking
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
392.340	- reorganization
392.330, RSMo Supp. 1999	- issuance of securities, debts and notes

Commission Rules

4 CSR 240-10.020	- depreciation fund income
4 CSR 240-30.010(2)(C)	- rate schedules
4 CSR 240-30.040	- uniform system of accounts
4 CSR 240-33.030	- customer notification
4 CSR 240-35	- reporting of bypass

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**SYMBOLS SHEET**

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

- C – Change in rate or regulation that may affect rates or charges
- D – Delete or discontinue information
- I – Change resulting in an increase to a Customer's bill
- L – Material has been relocated from another location in the tariff
- N – New material
- R – Change resulting in a reduction to a Customer's bill
- T – Change in Text or Regulation but no change in rate or charge

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**TARIFF FORMAT SHEETS**

- A. Sheet Numbering** – Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4<sup>th</sup> revised Sheet 14 cancels the 3<sup>rd</sup> revised Sheet 14. Because of various suspension periods, deferrals, etc, the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.
- C. Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).

## **SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS**

**Access Lines:** A Telephone facility which permits access to and from both the Customer's premises and the telephone exchange or serving central office.

**Applicant:** A person who applies for telecommunications service. Includes persons seeking reconnection of their service after Company-initiated termination.

**Business Service:** Determination as to whether or not a customer's service should be classified as Business will be based on the character or use to be made of the service. Service will be classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature whether operated out of a "business" office or a "home" office.

**Calling Card:** The term "Calling Card" denotes a billing arrangement where a call may be charged to an authorized Telephone Company Calling Card Number.

**Central Office:** A switching unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting customer lines and trunks or trunks only. There may be more than one central office in a building or exchange.

**Commission:** The Missouri Public Service Commission (MPSC).

**Company:** MGC Communications, Inc. (MGC), the issuer of this tariff.

**Customer:** The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

**Interexchange Carrier (IXC) or Interexchange Common Carrier:** Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interstate or foreign communication by wire or radio, between two or more exchanges.

**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.

**Network:** The Company's facilities, equipment, and services provided under this Tariff.

**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**

NSF Check: Any negotiable instrument returned by a bank, savings institution, or other eligible institution which is returned by that institution with one of the following instructions: non sufficient funds, uncollectible funds, account closed, account frozen, no account.

V and H Coordinates Method: The term "V and H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.



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**SECTION 2 – RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

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.

The Company shall be responsible only for the installation, operation and maintenance of the service that it provides. The responsibility of the Telephone Company shall be limited to the provision of services under this tariff and to the maintenance and operation of such service in a proper manner.

Customers and end users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The selling of IXC telecommunication service to uncertificated IXC resellers is prohibited. 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.

Services are provided 24 hours daily, seven (7) days per week unless otherwise stated.

**2.2 Limitations**

2.2.1 The Customer may not assign or transfer the use of services provided under this tariff except, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:

- A. another Customer, whether an individual, partnership, association or corporation, provided the assignee or transferee expressly assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
- B. a court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee expressly assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

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**SECTION 2 – RULES AND REGULATIONS – CONT'D**

**2.2 Limitations (Cont'd)**

**2.2.1 (Cont'd)**

In all cases of assignment or transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer which acknowledgment shall be made within 15 days from the receipt of notification. All regulations conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly liable with the assignee or transferee for any obligations existing at the time of assignment or transfer.

The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

Subject to compliance with the above mentioned rules, where a shortage or availability of facilities or equipment exists is insufficient at any time, to meet the service requirements of an IC either for temporary or protracted periods, the services offered herein will be provided to ICs on a first come first served basis per date of service order.

2.2.2 All facilities provided under this tariff are directly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.2.3 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

**2.3 Use**

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited. Customers or Subscribers reselling or rebilling the Company's Missouri intrastate service must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Missouri Public Service Commission.

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**SECTION 2 – RULES AND REGULATIONS – CONT'D**

**2.4 Liability of the Company**

- 2.4.1 The liability of the Company, if any, for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission during the course of furnishing service shall in no event exceed an amount proportionate to the charge to the Customer for the service during the period when such mistakes, omissions interruptions, delays, errors, or defects in transmission occurred. The remedy of the Customer with respect to the provision of service by the Company shall be limited to that expressly provided herein to the exclusion of any and all other remedies. No agreement varying or extending such warranties, the remedies expressly provided, or these limitations, will be binding upon the Company unless in writing and signed by the Company and the Customer.
- 2.4.2 The Company shall not be liable for any indirect, special, incidental, punitive, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including any delay or interruption of service or any failure in or breakdown of facilities associated with the service; or for any mistakes, omissions, delays, errors or defects in transmission occurring in the course of furnishing service, except as specified herein. The Company's liability for a Customer's direct damages incurred as a direct consequence of a service interruption or the failure of the Company to perform shall in no event exceed an amount equal to that which the Company would have otherwise paid for the period that the service was not provided during which the Company has failed to perform.
- 2.4.3 The Company will not be responsible for any lost profits of the subscriber or against the subscriber by any other party. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused by or contributed to by the negligence or willful act of Customer, or which arise from facilities or equipment used by Customer, shall not result in the imposition of any liability whatsoever upon the Company.
- 2.4.4 The Company is not liable for any act, omission, or negligence of any local exchange or interexchange carrier or other provider whose facilities are used in furnishing any portion of the service received by Customer. The Company is not liable for the quality of service provided by any local exchange or other interexchange carrier.
- 2.4.5 Under no circumstances whatsoever shall the Company or its officers, agents, or employees be liable for indirect, incidental, special, punitive, or consequential damages, however caused, and regardless of theory of liability.

**SECTION 2 – RULES AND REGULATIONS – CONT'D**

**2.4 Liability of the Company (Cont'd)**

- 2.4.6 The Company is providing service without respect to the volume, quantity, content or value of signals transmitted over the service. The payments provided to the Company are based solely on the value of the service, and are unrelated to the nature, content, volume or value of any signals or communications transmitted over the service. The Company is not liable for losses that may occur in cases of malfunction or nonfunction of the service or the Company's facilities, even if due to the Company's negligence, gross negligence or failure of performance, except as expressly provided herein. The Company is not an insurer. Insurance, if any, covering personal injury, property loss or loss of revenue or business advantage shall be obtained and maintained by Customer if desired by Customer.
- 2.4.7 It would be impractical and extremely difficult to fix actual damages which may arise in situations where there may be a failure of the service, due to the uncertain nature of the volume, nature, content and value of messages, signals or communications transmitted over the service. Therefore, if any liability is imposed on the Company, such liability shall be limited to the amount expressly stated herein. The payment or credit of this amount shall be the Company's sole and exclusive liability regardless of whether loss or damage is caused by the performance or nonperformance of the Company's obligations under this agreement, or by negligence or gross negligence, active or otherwise, of the Company, its employees, agents or representatives.
- 2.4.8 The Company shall not be liable for, and shall be excused from performance during any failure, delay or interruption of service hereunder due to causes beyond its control including, but not limited to, civil disorders; labor problems; and fire, flood, atmospheric conditions or other phenomena of nature, such as radiation. In addition, the Company shall not be liable for any failure of performance hereunder due to necessary network reconfiguration; system modifications due to technical upgrades; or regulations established or actions taken by any court or government agency having jurisdiction over the Company.

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**SECTION 2 – RULES AND REGULATIONS – CONT'D**

**2.4 Liability of the Company (Cont'd)**

- 2.4.9 The Company shall not be obligated to refund any overpayment by a user unless a written claim for such overpayment, together with substantiating evidence which will allow the Company to verify such claim, is submitted within one (1) year of the alleged overpayment.
- 2.4.10 The Company makes no representation or warranty, express or implied (including, without limitation, an implied warranty regarding merchantability or fitness for a particular purpose), regarding any service provided under this tariff. The Company expressly disclaims all such warranties.
- 2.4.11 The Company shall not be liable for:
- a) libel, slander or infringement of patents, trade secrets or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities;
  - b) infringement of patents, trade secrets, or copyrights arising from the combination or use of the Company-provided facilities with Customer-provided facilities or services;
  - c) any claim arising out of any act or omission of the Customer or any other entity furnishing services or facilities for use in conjunction with services or facilities provided by the Company;
  - d) unlawful or unauthorized use of the service or the Company's facilities;
  - e) any claim arising out of a breach in the privacy or security of communications transmitted over the Company's facilities.
- 2.4.12 The Company assumes no responsibility for the availability or performance of any facilities or services under the control of other entities, or for other facilities or services provided by other entities used for service to the Customer, except to the extent that such nonperformance or non-availability is the result of a willful act of the Company. The Company is not liable for any act or omission of any other company furnishing a portion of the facilities or services used to provide service to Customer; such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.

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**SECTION 2 – RULES AND REGULATIONS – CONT'D**

**2.4 Liability of the Company (Cont'd)**

- 2.4.13 Any claim of whatever nature against the Company shall be deemed conclusively as having been waived unless presented in writing to the Company within ninety (90) days after the date service was affected.
- 2.4.14 Customer shall defend, indemnify and hold the Company harmless of and from any and all liability, loss, claims, costs, demands, damages, or expenses disclaimed herein arising out of or in connection with the provision of service by the Company to Customer, and shall pay all expenses and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith. The Company shall notify Customer of any such suit or claim against the Company.

**2.5 Interruption of Service**

- 2.5.1 Credit allowance for the interruption of service that is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.4.1 herein. It shall be the Customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, if any, furnished by the Customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.
- 2.5.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four (24) hours after the subscriber notifies the Company.

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**SECTION 2 – RULES AND REGULATIONS – CONT'D**

**2.5 Interruption of Service (Cont'd)**

2.5.3 The following allowances are provided for interruptions in service, as specified for services furnished by the Company:

- a) When a Customer's service is interrupted and remains out of service for more than twenty-four (24) consecutive hours after being reported to the Company or after being found by the Company to be out of service (whichever occurs first), an adjustment will be made to the Customer's account in accordance with (B) below of this rule. The length of such service interruptions shall be computed on a continuous basis, Saturdays, Sundays and holidays included. For the purpose of administering this regulation, every month is considered to have thirty (30) days.

This rule does not apply if the service interruption:

- 1) occurs as a result of a negligent or willful act of on the part of the Customer;
  - 2) occurs as a result of a malfunction of Customer-owned telephone equipment;
  - 3) occurs as a result of acts of God; military action, wars, insurrections, riots or strikes; or
  - 4) is extended by the Company's inability to gain access to the Customer's premises due to the Customer missing a repair appointment.
- b) If a service interruption remains out of order in excess of twenty-four (24) hours after being reported, appropriate adjustments or refunds shall be made to the Customer, upon the Customer's request. The refund to the Customer shall be the pro rata part of the month's charge for the period of days and that portion of the service and facilities rendered useless or inoperative. The refund may be accomplished by a credit on the subsequent bill for telephone service.

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**SECTION 2 – RULES AND REGULATIONS – CONT'D**

**2.6 Discontinuance of Service by Carrier**

- 2.6.1 The Company, upon ten (10) working days written notice to the Customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:
- a) Non-payment of any sum due to the Company for regulated service for more than thirty (30) days beyond the date of the rendition of the bill for such services.
  - b) A violation of any regulation governing the service under this tariff.
  - c) A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.
  - d) The Company has given the Customer notice and has allowed a reasonable time to comply with any rule, or remedy, and deficiency.

**2.7 Taxes**

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

**2.8 Terminal Equipment**

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key systems or Pay Telephones. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communication Commission.

**2.9 Billing of Calls**

All charges due by the Customer are payable at any agency duly authorized to receive such payments, including the Company's local business offices. Any objection to billed charges should be promptly reported to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.



**SECTION 2 – RULES AND REGULATIONS – CONT'D**

**2.10 Installation and Termination**

Service is installed upon mutual agreement between the Customer and the Company. The agreement will determine terms and conditions of installation, termination of service, and conditions of installation, any applicable sales commission structure, and sales commission payment schedule. The service agreement does not alter rates specified in this tariff.

**2.11 Payment for Service**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Commission. Any objections to billed charges must be reported within sixty (60) days of receipt to the Company or the Company's billing agent or bill will be considered final. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such charges are appropriate.

**2.12 Deposits**

2.12.1 The Company does not require Customers subscribing to its Long Distance Service to pay a deposit.

### **SECTION 3 – DESCRIPTION OF SERVICE**

#### **3.1 Timing of Calls**

##### **3.1.1 When Billing Charges Begin and End for Phone Calls**

The Customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver (i.e., when 2-way communication, often referred to as "conversation time" is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to sixty (60) seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

##### **3.1.2 Billing Increments**

Toll calls are billed in six (6) second increments with a six (6) second minimum. Customer billing is rounded to the next whole cent.

##### **3.1.3 Uncompleted Calls**

There shall be no charges for uncompleted calls.

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**SECTION 3 – DESCRIPTION OF SERVICE – CONT'D****3.2 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Telcordia in their NPA-NXX V & H Coordinates Tape and Telcordia's NECA Tariff No. 4.

1. Calculate the difference between the V coordinates of the rate centers of the two exchanges. Calculate the difference between the H coordinates of the two exchanges. (Subtract the smaller coordinate from the larger coordinate.)
2. Divide each of the differences obtained in 1 by three (3), rounding each quotient to the nearer integer.
3. Square the two integers obtained in 2 and add the two squares.  
If the sum of the squares is greater than 1777, divide the integers obtained in 2 by three (3) and repeat Step 3. Repeat this process until the sum of the squares obtained in 3 is less than 1778.
4. The number of successive divisions by three (3) in Steps 2 and 3 determines the value of "N." Multiply the final sum of the two squares obtained in 3 by the multiplier specified in the following table for this value of "N" preceding:

<u>N</u>	<u>Multiplier</u>	<u>Minimum Mileage</u>
1	0.9	-
2	8.1	41
3	72.9	121

5. Obtain square root of the product in 4. Fractional amounts less than one-half are rounded down to the lower integer. This is the applicable airline distance, except that if the mileage so obtained is less than the minimum mileage, the minimum rate mileage corresponding to the "N" value applies.

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**SECTION 3 – DESCRIPTION OF SERVICE – CONT'D**

**3.3 Minimum Call Completion Rate**

A Customer can expect a call completion rate (number of call completed/number of calls attempted) of not less than 90% during peak use periods for all FGD services ("1+" dialing).

**3.4 Service Offerings**

**3.4.1 Long Distance Service**

Long Distance Service is offered to the Company's business customers of its Local Exchange services. The Company does not offer toll services to casual users on a no-presubscribed basis.

The service permits direct dialed outbound calling at non-distance and non-time of day/day of week sensitive usage rates for all Intrastate/Interstate calling. Service is provided from presubscribed, dedicated or shared use access lines.

Intrastate toll calls are billed in six (6) second increments with a six (6) second minimum. Customer billing is rounded to the next whole cent.

Where live or automated operator assistance is required for call completion or billing, applicable operator service call placement charges of either the Company or any other carrier will be applied.

Rates for Intrastate calling may be found in Section 4.

**3.4.2 800 Service**

800 Service is only available to customers who have a Company-provided local exchange line and where service is available within the United States, Canada and the Caribbean. The Customer may be assigned any of the designated 800 numbers, e.g., 877, 888, that are available.

Calls are limited to originating or terminating within the service areas listed below.

The Customer may choose from any of the following calling options:

Service Area Option 1	United States
Service Area Option 2	United States + Canada
Service Area Option 3	United States + Canada + Caribbean

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**SECTION 3 – DESCRIPTION OF SERVICE – CONT'D**

3.4 Service Offerings (Cont'd)

3.4.2 800 Service (Cont'd)

A. 800 Service to the United States and Canada

Calls within the United States will be billed at a six (6) second minimum and six (6) second increments thereafter. Calls made to Canada will be billed at a thirty (30) second minimum and six second increments thereafter. Rates per minute may be found in Section 4.

B. 800 Service to the Caribbean

Rates for 800 calls originating from the Caribbean are per minute and will be billed at a thirty (30) second minimum and six second increments thereafter. Rates for Caribbean countries may be found in the Company's FCC No. 1 Tariff.

C. Payphone Surcharge

Calls originating from pay telephones will incur a surcharge per call as listed in Section 4.

D. Directory Listing Charges

Customers subscribing to the Company's 800 service may have their toll free number listed in the Toll Free Directory, (800) 555-1212, for a monthly charge. The Customer may choose up to three different variations for how their name will be listed in the Toll Free Directory. There is no non-recurring charge for setting up the listing.

3.4.3 Calling Card Services

The Company offers a Calling Card for U.S. and Canada calling where available.

The following usage rates apply to the Company's Calling Card for U.S. and Canada calling where available. Each call is billed a thirty (30) second minimum and six (6) second increments thereafter. The rate is not affected by time of day, day of week, calling pattern distributions or volume requirements. No per call or monthly maintenance fees are associated with these services.

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**SECTION 3 – DESCRIPTION OF SERVICE – CONT'D**

3.4 Service Offerings (Cont'd)

3.4.3 Calling Card Services (Cont'd)

A. Calling Card Service Areas

Continental U.S.  
Alaska/Hawaii  
Canada

Calls are limited to originating in only the 48 Continental United States but may terminate in all 50 states.

B. Payphone Surcharge

Calls originating from pay telephones will incur a surcharge as listed in Section 4.

C. Directory Assistance

Calls placed with the assistance of an operator and charged to the Company's calling card will incur an additional Directory Assistance charge as listed in Section 4.

**SECTION 3 – DESCRIPTION OF SERVICE – CONT'D**

3.4 Service Offerings (Cont'd)

3.4.4 Operator Services

The Company's operator services are provided to business customers who "presubscribe" to this service for intrastate calling. Operator services include the completion of collect, station-to-station, person-to-person, and credit card calls with the assistance of a Carrier operator. Each completed operator-assisted call consists of two charge elements (except as otherwise indicated herein): (i) a fixed operator charge which will be dependent on the type of billing selected (e.g., calling card, collect or other) and/or the completion restriction selected (e.g., station-to-station or person-to-person); and (ii) a measured usage charge dependent upon the duration, distance and/or time of day of the call.

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**SECTION 4 – RATES****4.1 Rates****Long Distance Service**

	<u>Recurring Charges</u>
Intrastate/InterLATA, Per Minute	\$.05

**800 Service**

	<u>Recurring Charges</u>
United States, Per Minute	\$.11
Canada, Per Minute	\$.11
NRC 800 Directory Listing	\$14.00
Payphone Surcharge Per Call	\$.30

**Calling Card**

	<u>Recurring Charges</u>
Continental U.S., Per Minute	\$.20
Alaska/Hawaii, Per Minute	\$.30
Canada, Per Minute	\$.20
Payphone Surcharge, Per Call	\$.30
Directory Assistance to Calling Card, Per Call	\$.85

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Issued: June 9, 2000

Effective: July 24, 2000

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**SECTION 4 – RATES****4.1 Rates (Cont'd)****Operator Services**

	<u>Per Call</u>
Directory Assistance -- Local Calling Area	\$.45
Directory Assistance -- National	\$.95
Directory Assistance Call Completion	\$.30
Person-to-Person	\$2.40
Station-to-Station	\$1.10
Customer Dialed Calling Card	\$.70
Busy Line Verification	\$1.20
Emergency Interrupt	\$1.85

**4.2 Payment of Calls****4.2.1 Late Payment Charges**

Bills are due and payable on the due date of the monthly bill, but no less than twenty-one (21) days after the date of the postmark on the bill. Bills may be paid at Company offices or authorized agents. Payment made in the Company's night depository shall be deemed received on the next full business day. A late payment charge, as described below, may be applied if payment is not received by the Telephone Company on or before the due date, which will be prominently displayed on the Customer's bill. The Company shall credit payments within twenty-four (24) hours of receipt to avoid assessing late payment charges incorrectly.

A late payment charge of 1.5 percent is applied to each Customer's bill when the previous month's bill has not been paid in full, leaving an unpaid balance carried forward. The late payment charge is included in the total amount due on the current bill.

**SECTION 4 – RATES - CONT'D**

4.3 Payment of Calls

4.3.1 Return Check Charges

A NSF return check charge of \$25.00 will be assessed for checks returned for insufficient funds.

4.4 Restoration of Service

A reconnection fee of \$55.00, per line, per occurrence, is charged when service is re-established for customers who have been disconnected for non-payment.

4.4 Toll Service

Toll messages and charges are billed in arrears. The Company has a toll cap of \$150.00 for those customers using its long distance service. If a Customer's bill should reach the toll cap, the Customer will be notified that a payment is due to retain access to the Company's long distance service. A toll block will be temporarily put on the account until the toll is paid or reduced below the \$150.00 level. The toll block will immediately be removed when payment is received. The Company does not disconnect or block any other carrier(s) the Customer might choose, except when a carrier has notified the Company that it will not be a selection from which our Customer may choose.

4.5 Special Promotions

The Company may make promotional offerings of its tariffed services which may include reducing or waiving applicable charges for the promoted service. No individual promotional offering will exceed six (6) months in duration, and any promotional offering will extended on a non-discriminatory basis to any Customer similarly classified who requests the specific offer.

The Company may discontinue, without notice, any promotion prior to the advertised ending date.