

TARIFFS

Business Customer Interexchange Services Tariff

**REGULATIONS AND SCHEDULE OF CHARGES
APPLICABLE TO
BUSINESS END USERS
FOR INTEREXCHANGE
COMMUNICATIONS SERVICES
WITHIN THE STATE OF MISSOURI**

Issued: March 17, 2000

Issued By:
Terri B. Natoli, Vice President
Teligent Services, Inc
8065 Leesburg Pike, Suite 400
Vienna, VA 22182

Effective: May 1, 2000

Business Customer Interexchange Services Tariff

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TARIFF FORMAT SHEET

1. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. New pages may occasionally be added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.
2. Page Revisions Numbers. Page Revision Numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page revision on file with the Missouri Public Service Commission. For example, the fourth revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods, *etc.*, the most current page number on file with the Commission is not always the tariff page in effect. Business Customers should consult with check sheet for the page currently in effect.
3. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
 - 1.
 - 1.1
 - 1.1.1
 - 1.1.1.A.
 - 1.1.1.A.1.
 - 1.1.1.A.1.(a)
 - 1.1.1.A.1.(a)(I)
 - 1.1.1.A.1.(a)(I)(i)
 - 1.1.1.A.1.(a)(I)(i)(1)
4. Check List of Effective Pages. When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, *etc.*). Business Customers should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.
5. Symbols Used in This Tariff.
 - (C) To signify changed listing, rule, or condition which may affect rates or charges.
 - (D) To signify discontinued material, including listing, rate, rule or condition.
 - (I) To signify an increase.
 - (L) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
 - (N) To signify new material including listing, rate, rule or condition.
 - (R) To signify reduction.
 - (T) To signify change in wording of text but not change in rate, rule, or condition.

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APPLICABILITY OF TARIFF

This tariff applies to interexchange telephone services provided by Teligent within the State of Missouri. At this time, Teligent's service offerings contained in this tariff are limited to business customers.

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SECTION 1 - DEFINITIONS

Access Arrangement - Any equipment or access facility necessary to connect the Business Customer's voice/data/video equipment to a Teligent Point-of-Presence for transmission purposes.

Account - Either a Business Customer's physical location or individual Service represented by a unique account number within the Billing Hierarchy. Multiple Services each with a unique account number may be part of one physical location.

Accounting Code - A multi-digit code which enables a Business Customer to allocate charges to its internal accounts.

Application for Service - The Teligent order process that includes technical, billing and other descriptive information provided by the Business Customer that allows Teligent to provide requested communications Services for the Business Customer and Business Customer's Authorized Users. Upon acceptance by Teligent, the Application for Service becomes a binding contract between the Business Customer and Teligent for the provision and acceptance of Services.

Authorization Code - A multi-digit code that enables a Business Customer to access Teligent's network and enables Teligent to identify the Business Customer's use for proper billing. Also called a Personal Identification Code or PIN.

Authorized User - A person, firm, or corporation, who is authorized by the Business Customer to be connected to the Service of the Business Customer.

Automatic Number Identification (ANI) - The calling telephone number identification that is forwarded to Teligent's network by the Local Exchange Company (LEC) as a call is placed. ANI is provided by the LEC only when Feature Group B direct or Feature Group D interconnections are used to gain access to Teligent's telecommunications Service.

Bandwidth - The information-carrying capability of a channel. Analog transmission usually is expressed in kHz or MHz and digital transmission in Kbps and Mbps.

Billing Hierarchy - Allows Business Customers to combine multiple accounts and Services into a single billing structure. Business Customers can choose whether to have all Services invoiced together, invoiced separately, or in any combination thereof. In addition the Business Customer may specify where the invoices are to be sent and who is to receive them. The Business Customer can select the data format for their invoice and call detail, microfiche or magnetic tape.

Bit - An abbreviation of binary digit that is the smallest unit of information in a binary notation system.

Business Customer - The person, firm, company, corporation, or other entity, having a communications requirement of its own that is responsible for the payment of charges and for compliance with this Tariff.

Business Customer Interexchange Services Tariff

SECTION 1 - DEFINITIONS

(Continued)

Business Customer-Provided Equipment - Telecommunications equipment provided by a Business Customer used to originate calls using Teligent's Service located at the originating location.

Business Hours - The phrase "business hours" means the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.

Business Office - The phrase "business office" means the primary location where the business operations of Teligent are performed and where a copy of Teligent's tariff is made available for public inspection. The address of the business office is 8065 Leesburg Pike, Suite 400, Vienna, VA 22182.

Called Station - The terminating point of a call (*i.e.*, the called number).

Calling Station - The originating point of a call (*i.e.*, the calling number).

Calling Area - A specific geographic area so designated for the purpose of applying a specified rate structure.

Carrier - The term "Carrier" means Teligent of Virginia, Inc.

Carrier Identification Code (CIC) - A number assigned to any entity purchasing Feature Group B and/or D services. These codes are used with Feature Group B access as 950-CCCC, where CCCC equals Carrier Identification Code, and casual calling with 101CCCC.

Central Office - A Local Exchange Carrier's office where a Business Customer's lines are terminated for the purpose of offering local telephone service and to connect with interexchange carriers.

Channel or Circuit - A path for electrical or radio frequency transmission between two or more points having a bandwidth and termination of the Business Customer's own choosing.

Commission - Missouri Public Service Commission

Company - The term "Company" means Teligent Services, Inc

Day - The term "day" means 8:00 A.M. to, but not including 5:00 P.M. local time at the originating city, Monday through Friday, excluding Company specific holidays.

Dedicated Access Line (DAL) - A dedicated communications channel that terminates on a general access port provided by Teligent and has the capacity of a voice grade circuit.

Delinquent or Delinquency - An account for which payment has not been made in full on or before the last day for timely payment.

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SECTION 1 - DEFINITIONS

(Continued)

Dialed Number Identification Service (DNIS) designates the digits to be outpulsed for each toll free number terminating to a dedicated access facility. DNIS allows a Business Customer to receive calls to multiple toll free numbers on the same dedicated access facility.

Digital Transmission - Information transmitted in the form of digitally encoded signals.

Direct Dialed Call - A call requiring no operator assistance.

Entrance Facility - The physical circuit arrangement that connects an Entrance Site to a Teligent Point-of-Presence.

Entrance Site - A location of Teligent's transmission facilities from which Services can be provided for a Business Customer to any other Entrance Site or Point-of-Presence.

Evening - The term "evening" means 5:00 P.M. to, but not including, 11:00 P.M. local time at the originating city, Sunday through Friday and all Company specific holidays except when a lower rate would apply.

Exchange Area - A geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified area where individual telephone exchange companies hold themselves out to provide communications services.

Exemption Certification - A written notification provided by the Business Customer certifying that Business Customer's dedicated facility should be exempted from the monthly Special Access Surcharge because (a) the facility terminates in a device not capable of interconnecting Teligent's Service with the local exchange network or (b) the facility is associated with a Switched Access Service that is subject to Carrier Common Line Charges.

Facility (or Facilities) - Any item or items of communications plant or equipment used to provide or connect to Teligent Services.

FCC - Federal Communications Commission.

Hierarchy - See Billing Hierarchy.

Holiday - The term "holiday" means 8:00 a.m. to, but not including 11:00 p.m. local time at the originating city on all Company-specific holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

Incomplete Call - Any call where voice transmission between the calling and the called station is not established (*i.e.*, busy, no answer, etc.).

Business Customer Interexchange Services Tariff

SECTION 1 - DEFINITIONS

(Continued)

Integrated Services Digital Network (ISDN) - A dedicated or switched (where available) originating and terminating service providing end-to-end digital connection for the simultaneous transmission of voice, data, video, imaging, fax and other communications services over multiple channels which have been combined to provide a single transmission path.

Interexchange Carrier (IXC) - A common carrier that provides long distance domestic and international communication services to the public.

Invoice Point - A level in the billing hierarchy at which accounts are grouped together (aggregated) for the purpose of billing the Business Customer.

Kilo Bits Per Second (Kbps) - The number of one-thousand bits transmitted in a one second interval.

Local Access Facility - The channel provided by the local telephone company (or other local service provider) to connect the Point-of-Presence to a Business Customer location.

Local Access Transport Area ("LATA") - The phrase "Local Access Transport Area" means a geographical area established by the U.S. District Court for the District of Columbia in United States v. Western Electric Co., Inc., 552 F.Supp. 131 (D.D.C. 1982), within which a local exchange company provides communication services.

Local Exchange Company (LEC) - A company that furnishes local exchange telephone services.

Location - A physical premises to or from which Teligent provides Service. In instances where a Business Customer obtains Service from Teligent at multiple locations, each of these locations will be designated as either "associated" or "non-associated." An "associated" location is a location that a Business Customer owns or leases, or that is occupied by a business enterprise in which the Business Customer has an equity interest of twenty (20) percent or more or which is occupied by a franchisee of the Business Customer. All locations other than "associated" locations will be considered "non-associated."

Mega Bits Per Second (Mbps) - The number of one-million bits transmitted in a one second interval.

Minimum Annual or Monthly Commitment (MAC or MMC) - The amount of Service that the Business Customer commits to purchase during each year or each month of a promotional offering. The Business Customer's MAC/MMC includes charges for all Services identified in the Business Customer's agreement as contributory, after all applicable discounts. The MAC/MMC does not include non-usage charges, such as taxes, interest, surcharges, access facilities charges and other charges associated with access, fixed recurring charges, installation charges, and other non-recurring charges. If the Business Customer fails to satisfy the MAC/MCC, the Business Customer shall pay to Teligent, in addition to all other charges, the difference between the MAC/MCC and the Business Customer's actual charges for such Services for each year or month in which the Business Customer does not achieve the MAC/MCC.

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SECTION 1 - DEFINITIONS

(Continued)

NXX - The designation for the first three digits of a local telephone number where N represents 2-9 and X represents 0-9.

Night/Weekend - The words "night/weekend" mean 11:00 P.M. to but not including, 8:00 A.M. Local time in the originating city, all day on Saturday, and all day Sunday except from 5:00 P.M. to, but not including 11:00 P.M.

Nonbusiness Hours - The phrase "nonbusiness hours" means the time period after 5:00 P.M. and before 8:00 A.M., Monday through Friday, all day Saturday, Sunday, and on holidays.

Normal Work Hours - The time after 8:00 AM and before 5:00 PM Monday through Friday excluding Teligent-observed Holidays.

North American Dial Plan (NADP) - The method of identifying calls in the public network of North America, called World Numbering Zone 1. The calls are identified by their NPA (area code) - NXX (exchange) - XXXX (station number) format.

NPA - An area code, otherwise called numbering plan area.

Off-Network Access Line (Off-Net) - A facility leased by Teligent and used in common by Business Customers to enter or exit the Teligent system. Off-Net is also known as switched Service.

On-Network Access Line (On-Net) - A facility that connects a Business Customer location directly to the Teligent network for entrance or exit. On-Net is also known as dedicated Service.

Other Common Carrier (OCC) - The term "other common carrier" denotes a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications service.

Permanent Virtual Circuit ("PVC") - A virtual point-to-point (non-switched) logical link between two specific end-points over which packetized (frames) data can be transmitted according to defined service characteristics.

Point of Presence - Teligent's physical presence where Teligent maintains intercity communications channels and local distribution facilities for the purpose of providing its Services.

Premises - A building or buildings on contiguous property (except railroad rights-of-way, etc.)

Primary Interexchange Carrier (PIC) - The interexchange carrier to which a switched access line is presubscribed.

RF - Radio Frequency.

Business Customer Interexchange Services Tariff

SECTION 1 - DEFINITIONS

(Continued)

Regular Billing - A standard bill sent in the normal monthly Teligent billing cycle. This billing consists of one bill for each account assigned to the Business Customer with explanatory detail showing the derivation of the charges.

Residential Service - The phrase "residential service" means telecommunication services used primarily as nonbusiness service.

Resp Org (Responsible Organization) - The entity responsible for managing and administering Business Customers' toll free records in the 800 Service Management System (SMS/800). The SMS/800 recognizes one Resp Org for each toll free number.

Services - Teligent's regulated common carrier communications services provided under this Tariff.

800 Service Management System (SMS/800) - The centralized operations support system used to create and update toll free records that are then downloaded to Service Control Points ("SCPs") for processing toll free service calls. The system is used by Resp Org to manage and administer toll free records.

Subscriber - The term "Business Customer" is synonymous with the term "subscriber."

Switch - The term "switch" denotes an electronic device that is used to provide circuit sharing, routing, and control.

Timely Payment - A payment on a Business Customer's account made on or before the due date.

T-1 - A 1.544 Mbps digital transmission system equivalent to 24 voice frequency circuits/channels.

Underlying Carrier - A provider of interstate telecommunications services from whom Teligent acquires services that it resells to Business Customers.

Business Customer Interexchange Services Tariff

SECTION 2 - RULES AND REGULATIONS2.1. Undertaking of Teligent

- 2.1.1. Teligent undertakes to provide interexchange telecommunications services within the State of Missouri on the terms and conditions and at the rates and charges specified herein.
- 2.1.2. Teligent installs, operates and maintains the communication Services provided hereunder in accordance with the terms and conditions set forth under this Tariff. It may act as the Business Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Business Customer to allow connection of a Business Customer's location to the Teligent network. The Business Customer shall be responsible for all charges due for such service arrangements.
- 2.1.3. Teligent's Services and facilities are available twenty-four (24) hours per day, seven (7) days per week. Teligent will provide a combination of switched resale and facility based services.

2.2. Use of Service

- 2.2.1. Services provided under this Tariff may be used only for the transmission of communications in a manner consistent with the terms of this Tariff and regulations of the Commission.
- 2.2.2. Services provided under this Tariff shall not be used for actual or threatened unlawful purposes. In addition, service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used in violation of the law.

2.3. Limitations

- 2.3.1. Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this Tariff. The obligation of Teligent to provide Service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet the Business Customer's order for Service. Teligent will make all reasonable efforts to secure the necessary facilities.
- 2.3.2. Teligent reserves the right to limit or to allocate the use of existing facilities, or to additional facilities offered by Teligent, when necessary because of lack of facilities, relevant resources, or due to causes beyond Teligent's control. In addition, Teligent reserves the right to discontinue Service when the Business Customer is using the Service in violation of law or the provisions of this Tariff.

Business Customer Interexchange Services Tariff

SECTION 2 - RULES AND REGULATIONS2.3. Limitations (Continued)

- 2.3.3. Teligent does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission nor for failure to establish connections.
- 2.3.4. Teligent reserves the right to refuse service to Business Customers due to insufficient or invalid charging information.
- 2.3.5. Teligent may block calls that are made to certain countries, cities, or central office exchanges, or use certain Authorization Codes as Teligent, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Service.
- 2.3.6. Teligent will use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Business Customer. Teligent 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 Business Customer. Teligent shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, Teligent will give the Business Customers who may be affected reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience. When Teligent is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of Business Customer's service.

2.4. Liabilities of Teligent

- 2.4.1. Teligent's liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the installation, provision, termination, maintenance, repair, or restoration occurring in the course of furnishing service, channels, or other facilities, and not caused by the negligence of the subscribers, commences upon activation of service. In no event does Teligent's liability exceed an amount equivalent to the proportionate charge to the Business Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects occur. For the purposes of computing such amount, a month is considered to have thirty (30) days.
- 2.4.2. When the facilities of other carriers are used in establishing connections to points not reached by Teligent's facilities, Teligent is not liable for any act or omission of the other carrier(s). The Business Customer will indemnify and save harmless Teligent from any third-party claims for such damages referred to in Section 2.4.1.

Business Customer Interexchange Services Tariff

SECTION 2 - RULES AND REGULATIONS2.4. Liabilities of Teligent (Continued)

- 2.4.3. In no event will Teligent be responsible for consequential damages or lost profits suffered by a Business Customer as a result of interrupted or unsatisfactory service. Teligent will not be liable for claims or damages resulting from or caused by: (i) Business Customer's fault, negligence or failure to perform Business Customer's responsibilities; (ii) claims against Business Customer by any other party; (iii) any act or omission of any other party; or (iv) equipment or service furnished by a third party.
- 2.4.4. Teligent does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Business Customer shall indemnify and hold Teligent harmless from any and all loss, claims, demands, suits or other actions, or any liabilities whatsoever, whether suffered, made, instituted or asserted by the Business Customer or by any other party or persons, for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Business Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used.
- 2.4.5. Teligent is not liable for any defacement of, or damage to, the premises of a Business Customer resulting from the furnishing of services or the attachment of equipment, instruments, apparatus, and associated wiring furnished by Teligent on such Business Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of Teligent negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of Teligent without written authorization. The Business Customer will indemnify and save harmless Teligent from any claims of the owner of the Business Customer's premises or other third party claims for such damages.
- 2.4.6. Teligent and Business Customer shall be excused from performance under this Tariff and under the application for service for any period, and to the extent that the party is prevented from performing any service pursuant hereto, in whole or in part, as a result of delays caused by the other party or an Act of God, governmental agency, war, civil disturbance, court order, labor dispute, third party nonperformance (including the failure of performance for reasons beyond the control of common carriers, interexchange carriers, local exchange carriers, suppliers and subcontractors), or other cause beyond its reasonable control, including failures or fluctuations in electrical equipment, and such nonperformance shall not be deemed a violation of this Tariff or of the application for service or grounds for termination of service. Both parties retain all rights of recourse against any third parties for any failures which may create a force majeure condition for the other party. With respect to the services, materials and equipment provided hereunder, Teligent hereby expressly disclaims all warranties, expressed or implied, not stated in this Tariff, and in particular disclaims all warranties of merchantability and fitness for a particular purpose.

Business Customer Interexchange Services Tariff

SECTION 2 - RULES AND REGULATIONS2.4. Liabilities of Teligent (Continued)

- 2.4.7. Teligent is not liable for any damages, including toll usage charges, the Business Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Business Customer's facilities includes, but is not limited to, the placement of calls from the Business Customer's premises, and the placement of calls through Business Customer-provided equipment that are transmitted or carried on the Teligent network. Teligent may work with Business Customers to recommend possible solutions to reduce unauthorized use of their facilities. However, Teligent does not warrant or guarantee that its recommendations will prevent all unauthorized use, and the Business Customer is responsible for controlling access to, and use of, its own telephone facilities.
- 2.4.8. Where there is a connection via Business Customer-provided terminal equipment or Business Customer-provided communications systems, the point of demarcation shall be defined as the Teligent facility that provides interconnection. Teligent shall not be held liable for Business Customer-provided access media or equipment. Any maintenance service or equipment arrangements shall be addressed on an individual case basis.
- 2.4.9. In no event will Teligent be liable for protection of Business Customer's transmission facilities or equipment from unauthorized access, or for any unauthorized access to or alteration, theft or destruction of Business Customer's data files, programs, procedure or information through accident, fraudulent means or devices or any other method.
- 2.4.10. Teligent will not be responsible if any changes in its service cause hardware or software not provided by Teligent to become obsolete, require modification or alteration, or otherwise affect the performance of such hardware or software.

2.5. Responsibilities of the Business Customer

- 2.5.1. The Business Customer is responsible for taking all necessary legal steps for interconnecting the Business Customer-provided terminal equipment or communications systems with Teligent's facilities or services. The Business Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for such interconnection. The Business Customer may not, nor may the Business Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by Teligent, except upon the written consent of Teligent. The equipment Teligent provides or installs at the Business Customer premises for use in connection with the service Teligent offers shall not be used for any purpose other than for which it was provided.

Business Customer Interexchange Services Tariff

SECTION 2 - RULES AND REGULATIONS2.5. Responsibilities of the Business Customer (Continued)

- 2.5.2. The Business Customer shall ensure that the equipment and/or system is properly interfaced with Teligent's facilities or services; that the signals emitted into Teligent's network are of the proper mode, bandwidth, power, signal level or other technical parameters for the intended use of the Business Customer and in compliance with the criteria set forth in this Tariff, and that the signals do not damage equipment, injure personnel or degrade service to other Business Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Teligent will permit such equipment to be connected with its channels without the use of protective interface devices.
- 2.5.3. If the Business Customer fails to maintain the equipment and/or system properly, with resulting imminent harm to Teligent's personnel or the quality of service to other Business Customers, Teligent may, upon written notice, require the use of protective equipment at the Business Customer's expense. If this fails to produce satisfactory quality and safety, Teligent may, upon written notice, terminate the Business Customer's service.
- 2.5.4. The Business Customer shall be responsible for securing its telephone equipment against being used to place fraudulent calls using Teligent's service. The Business Customer shall be responsible for payment of all applicable charges for services provided by Teligent and charged to the Business Customer's accounts, even where those calls are originated by fraudulent means either from Business Customer's premises or from remote locations. In addition, the Business Customer shall be responsible for all calls charged by fraudulent means to the Business Customer's prepaid calling card.
- 2.5.5. Teligent shall be indemnified and held harmless by the Business Customer against claims of liable, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over Teligent's service, against claims for infringement of patents arising from, combining with, or using in connection with, service, Teligent's apparatus and systems of the Business Customer; against all other claims arising out of any act or omission of the member in connection with Teligent's service. The Business Customer shall be liable for:
- 2.5.5.A. Loss due to theft, fire, flood, or other destruction of Teligent's equipment or facilities on Business Customer's premises.
- 2.5.5.B. Reimbursing Teligent for damages to facilities or equipment caused by the negligence or willful acts of the Business Customer's officers, employees, agents or contractors.

Business Customer Interexchange Services Tariff

SECTION 2 - RULES AND REGULATIONS2.5. Responsibilities of the Business Customer

2.5.5. (Continued)

- 2.5.5.C. Charges incurred with interconnect or local operating companies for service or service calls made to the Business Customer's premises or on the Business Customer's leased or owned telephonic equipment unless Teligent specifically authorizes said visit or repairs in advance of the occurrence and Teligent agrees in advance to accept the liability for said repairs or visit.
- 2.5.5.D. Payment for all Teligent service charges incurred through usage or direct action on the part of the Business Customer.
- 2.5.6. The Business Customer may be required to verify in writing that it is duly authorized to order service at all locations designated by the Business Customer for service, and assumes financial responsibility for all locations designated by the Business Customer to receive Teligent's services. If the verification (i.e., a letter of authorization) cannot be produced within 5 (five) calendar days of the request, the presubscription of the Business Customer's locations are considered unauthorized.
- 2.5.7. The Business Customer shall not use the Teligent name, logo or trademark in any promotional materials, contracts, Tariffs, service bills, etc., without expressed written authorization from Teligent. The Business Customer shall not use the Teligent name, logo or trademark in any pre-sale activities. The Business Customer is prohibited from using Teligent's name or trademark on any of the Business Customer's products or services.
- 2.5.8. In instances where Teligent is connecting its service to the Business Customer's own Business Customer-provided communications system or equipment or to any service or equipment provided by others, the Teligent Business Customer must ensure that the equipment or system must provide answer supervision upon the delivery of the call to the switching equipment or to the equipment connected to the communications system. When service is directly connected to a communications system at a Business Customer's premises, answer supervision must be provided when the call terminates in or passes through the first Business Customer premise equipment on that communications system, such as but not limited to when a call is (1) answered by a local station; (2) answered by an attendant; (3) routed to a recorded announcement; or (4) routed elsewhere by the switching system.
- 2.5.9. The software used to provide Teligent's services is proprietary and Business Customer shall protect such software.
- 2.5.10. Business Customer may not assign or transfer any of its rights or services ordered without the prior written consent of Teligent. Teligent may assign any service orders to its parent company or any affiliate. Teligent will notify Business Customers of any such assignment.
- 2.5.11. Except for the gross negligence or willful misconduct of the premises or property owner, Customer shall not hold or seek to hold premises or property owner or wholly-owned subsidiary thereof liable for damages arising out of the provision of Teligent services.

Business Customer Interexchange Services Tariff

SECTION 2 - RULES AND REGULATIONS

(Continued)

2.6. Application for Service

- 2.6.1. Applicants wishing to obtain service may apply for service orally with Teligent or pursuant to a completed and signed written service order.
- 2.6.2. An Application for Service may be changed by Business Customer upon written notice to Teligent, subject to acceptance and confirmation by Teligent, provided that a charge shall apply to any change when the request is received by Teligent after notification by Teligent of the acceptance and confirmation. Such charge shall be the sum of the charges and costs for access facilities and other services and features and the lesser of (i) the monthly recurring rate for each service component that has been canceled as a result of the change times the appropriate minimum service period, plus the applicable installation or non-recurring charges, and (ii) the costs incurred by Teligent in accommodating each change, less net salvage. The costs incurred by Teligent will include the direct and indirect cost of facilities specifically provided or used, the costs of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.
- 2.6.3. Where the Business Customer or applicant cancels an Application for Service prior to the start of installation of service, or prior to the start of special construction, no charge applies. Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by Teligent shall apply, but in no case shall such charge exceed the charge for the minimum period of the service ordered, including applicable installation charges, if any. The costs incurred by Teligent will include the direct and indirect costs of facilities specifically provided or used; the cost of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort. If Teligent should assume a termination liability or other obligation for an access facility, that liability or obligation shall be the responsibility of the Business Customer.

2.7. Establishing Credit, Deposits and Advance Payments

- 2.7.1. Each applicant for service will be required to establish credit. Any applicant whose credit has not been duly established to the sole and exclusive satisfaction of Teligent may be required to make an advance payment and/or make a deposit to be held as a guarantee of payment of charges at the time of application.

Business Customer Interexchange Services Tariff

SECTION 2 - RULES AND REGULATIONS**2.7. Establishing Credit, Deposits and Advance Payments****2.7.1. (Continued)**

2.7.1.A. In order to establish credit, Teligent may require an applicant to demonstrate good paying habits by showing that the applicant:

1. Was a customer of a Missouri utility for at least twelve (12) months within the preceding two (2) years; and
2. Does not currently owe any outstanding bills for utility service to a utility doing business in Missouri; and
3. Did not have service discontinued for nonpayment of a utility bill during the last twelve (12) months that service was provided; and
4. Did not fail, on more than two occasions during the last twelve (12) months that service was provided, to pay a utility bill when it became due.

2.7.1.B. In addition to the requirements of 2.7.1.A. above, Teligent may require an applicant to satisfy any one of the following in order to establish credit:

1. Showing that the applicant has been actively engaging in its current business as a proprietorship, partnership, or corporation for a period of at least four (4) years;
2. Demonstrating credit worthiness by showing that the applicant has made payment on credit accounts when due;
3. Otherwise establishing the applicant's credit to the satisfaction of Teligent in conformance with additional reasonable regulations Teligent may adopt.
4. Determination of credit worthiness shall be based upon information supplied through normal business credit reporting agencies, acceptable current financial statements, or other established accounts maintained in a satisfactory manner;
5. If applicant is unable to establish credit under the provisions of this section, Teligent may require the applicant to establish credit by making a cash deposit to secure payment of a final bill for service.

Business Customer Interexchange Services Tariff

SECTION 2 - RULES AND REGULATIONS

2.7. Establishing Credit, Deposits and Advance Payments

2.7.1.

2.7.1.B. (Continued)

6. The establishment of credit under this section does not relieve the applicant or customer from compliance with the regulations of Teligent as to prompt payment of bills, and does not relieve the customer from having service terminated for nonpayment of bills due from service furnished.
7. Teligent shall advise all applicants for service that a customer may be required to reestablish credit under this section, if the conditions of service or the basis on which credit was originally established materially change.
8. If an applicant or customer, seeking to establish or reestablish credit under the provisions of these regulations, is dissatisfied with Teligent's decision regarding establishment of service or disputes a bill, Teligent shall direct its personnel to inform the applicant or customer, of the right to have a supervisor review the decision by contacting Teligent at the address shown below. A complaint may be submitted either verbally or in writing to the following:

Vice President - Law and Regulatory
Teligent Services, Inc
8065 Leesburg Pike
Suite 400
Vienna, VA 22182
1-888-411-1175

9. If an applicant or Business Customer, seeking to establish or reestablish credit under the provision of this tariff, is dissatisfied with Teligent's decision regarding establishment of service, the applicant or Business Customer has the option to pursue the matter with the Missouri Public Service Commission. A complaint may be submitted either verbally or in writing to the following:

Missouri Public Service Commission
301 West High
Jefferson City, MO 65102
(573) 751-3234

10. Teligent, upon request, shall furnish a copy of these regulations to the applicant for service or Business Customer from whom a deposit is required. The copy shall contain the name, address, and telephone number of the Commission.

Business Customer Interexchange Services Tariff

SECTION 2 - RULES AND REGULATIONS2.7. Establishing Credit, Deposits and Advance Payments (Continued)

2.7.2. At the time an Application for Service is made, an applicant may be required to pay an amount equal to one month's service charges and/or any non-recurring charges and/or equipment charges that may be applicable. The amount of the first month's service is credited to the Business Customer's account on the first bill rendered.

2.7.2.A. A new Business Customer may be required to make a deposit or an existing Business Customer may be required to increase a deposit presently held. The deposit may be retained for as long as the financial condition/credit worthiness of the Business Customer is considered to be unsatisfactory by Teligent. If the deposit is not posted in compliance with the written notification of Teligent, service to the new Business Customer will not be established and service to an existing Business Customer may be discontinued by giving ten (10) days prior written notice to the Business Customer.

2.7.2.B. The deposit will not exceed an amount equal to:

1. An amount in excess of two (2) consecutive billing periods, or 90 days, whichever is less, or as may reasonably be required by Teligent in cases involving service for short periods or special occasions; or
2. One half (1/2) of the estimated charge for the minimum payment for a service or facility that has a minimum payment period of more than one (1) month; except that the deposit may include an additional amount in the event that a termination charge is applicable. In addition, Teligent shall be entitled to require such an applicant or Business Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash.

2.7.2.C. A deposit will be returned:

1. When an Application for Service has been canceled prior to the establishment of service. The deposit will be applied to any charges applicable in accordance with the Tariff and the excess portion of the deposit will be returned; or
2. Upon demonstration of a satisfactory credit payment history and a determination by Teligent that the financial condition/credit worthiness of the Business Customer is satisfactory; or
3. Upon the discontinuance of service Teligent will refund the Business Customer's deposit or the balance in excess of unpaid bills for that service. At the option of Teligent, such a deposit may be refunded or credited to the Business Customer at any time prior to the termination of the service.

Business Customer Interexchange Services Tariff

SECTION 2 - RULES AND REGULATIONS2.7. Establishing Credit, Deposits and Advance Payments

2.7.2. (Continued)

2.7.2.D. The fact that a deposit has been made in no way relieves the Business Customer from complying with the regulations with respect to deposits and the prompt payment of bills on presentation. Teligent reserves the right to cease accepting and processing applications for service after it has requested a security deposit and prior to the Business Customer's compliance with this request.

2.8. Payment of Charges

- 2.8.1. The Business Customer is responsible for the payment of all charges for facilities and services furnished by Teligent to the Business Customer and to all Users authorized by the Business Customer, regardless of whether those services are used by the Business Customer itself or are resold to or shared with other persons.
- 2.8.2. For billing of monthly charges, service is considered to be established upon the day in which Teligent notifies the Business Customer of installation and testing of the Business Customer's service.
- 2.8.3. Usage charges will be billed monthly in arrears. Business Customer will be billed for all usage accrued beginning immediately upon access to the service. Business Customers will be billed for usage occurring during their specific 30-day billing cycle, which for purposes of computing charges shall be considered a month. The rates charged to a Business Customer will be the rates in effect on the first day of the Business Customer's billing cycle.
- 2.8.4. Monthly charges for all access service components, provided hereunder, are billed in advance of service and reflect the rates in effect as of the date of the invoice. A Business Customer's first invoice may contain charges from previous periods for service provided from the date of installation through the current invoice period.
- 2.8.5. Non-recurring charges are due and payable from the customer within 30 days after the invoice date, unless otherwise agreed to in advance. Teligent shall present invoices for Recurring Charges monthly to the Business Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the usage in preceding billing periods. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

Business Customer Interexchange Services Tariff

SECTION 2 - RULES AND REGULATIONS2.8. Payment of Charges (Continued)

- 2.8.6. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of Teligent or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, or electronic funds transfer. Business Customer payments are considered prompt when received by Teligent or its agent by the due date on the bill. Amounts not paid within fifteen (15) days after date of invoice will be considered past due. If Teligent becomes concerned at any time about the ability of a Business Customer to pay its bills, Teligent may require that the Business Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.
- 2.8.7. If any portion of the payment is received by Teligent, or if any portion of the payment is received by Teligent in funds that are not immediately available, by the due date, then a late payment penalty shall be due to Teligent. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by the lesser of one and one half percent (1.5%) late charge or the maximum permitted by law.
- 2.8.8. Any disputed charge may be brought to Teligent's attention by verbal or written notification. In the case of a billing dispute between the Business Customer and Teligent that cannot be settled to their mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection. The Business Customer may request an in depth investigation into the disputed amount and a review by a Teligent manager. During the period that the disputed amount is under investigation, Teligent shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Business Customer shall be required to pay the undisputed part of the bill, and if not paid, Teligent may discontinue service. In the event the dispute is not resolved, Teligent shall inform the customer that the customer has the option to pursue the matter with the Missouri Public Service Commission. If there is still a disagreement after investigation and review by Teligent supervisory personnel, the Business Customer has the option to pursue the matter with the Missouri Public Service Commission. A complaint may be submitted either verbally or in writing to the following:

Missouri Public Service Commission
301 West High
Jefferson City, MO 65102
(573) 751-3234

Business Customer Interexchange Services TariffSECTION 2 - RULES AND REGULATIONS2.8. Payment of Charges (Continued)

- 2.8.9. The Business Customer is responsible to pay Teligent for all toll calls or other third party charges resulting from the origination of calls to points outside the local exchange and for charges or calls billed to the Business Customer's number.
- 2.8.10. Teligent may assess up to the lesser of a twenty-five dollars (\$25) charge or the maximum permitted by law, for each returned check.
- 2.8.11. If service is disconnected by Teligent in accordance with the provisions of the Tariff and later restored, restoration of service will be subject to all applicable installation charges.
- 2.8.12. Teligent will charge a processing fee to a Business Customer who requests a copy of a bill that has already been issued to such Business Customer, unless the Business Customer informs Teligent within fifteen (15) days of the issuance of the bill that the original bill was not received. If a Business Customer or the Business Customer's representative thereafter requests additional copies of bills the following fees will be charged:

Bills dated within 90 days prior to receipt of the request	\$5 per bill, plus \$0.25 for each telephone number reflected on bill over five numbers
Bills dated more than 90 days but less than twelve months previously	\$10 per bill, plus \$0.25 for each telephone number reflected on bill over five numbers
Bills dated more than 12 months but less than 48 months previously	\$50 per bill, plus \$0.25 for each telephone numbers reflected on bill over five numbers

Teligent shall charge a processing fee to any party that subpoenas or otherwise lawfully seeks to compel the provision of a copy or copies of a bill(s) in connection with any lawful investigation or lawsuit. The processing fee for any requested bill(s) is \$5.00 per bill if the invoice date is less than ninety (90) days prior to the date of the request, \$10.00 per bill if the invoice date is more than ninety (90) days and less than twelve (12) months prior to the date of the request and \$50.00 per bill if the invoice date is more than twelve (12) months prior to the date of the request.

Teligent will not provide a copy of a bill that is over four (4) years old.

Business Customer Interexchange Services Tariff

SECTION 2 - RULES AND REGULATIONS

(Continued)

2.9. Interruption of Service

- 2.9.1. Credit allowance for the interruption of service that is not due to Teligent's testing or adjusting, negligence of the Business Customer or to the failure of channels or equipment provided by the Business Customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the Business Customer to notify Teligent immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Business Customer or end user shall ascertain that the trouble is not being caused by any action or omission by the Business Customer within his or her control, or is not in wiring or equipment, if any, furnished by the Business Customer and connected to Teligent's facilities.
- 2.9.2. For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.9.3. The Business Customer shall be credited for an interruption at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" - outage time in hours
"B" - total monthly charge for affected facility

- 2.9.4. If written notice of a dispute as to charges is not received by the Company within 30 days of the date a bill is issued, such charges shall be deemed to be correct and binding on the Business Customer.

2.10. Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.11. Disconnection of Service by Business Customer

- 2.11.1. By giving advance written notice, Business Customer may disconnect service at any time following its minimum service requirement(s).

Business Customer Interexchange Services Tariff

SECTION 2 - RULES AND REGULATIONS2.11. Disconnection of Service by Business Customer (Continued)

- 2.11.2. Teligent will have up to 30 days to complete disconnect. Business Customer will be responsible for all charges for 30 days or until disconnect is effected, whichever is sooner. This 30 day period will begin upon receipt of the written notification from the Business Customer. However, in the event that Business Customer continues to utilize Teligent's services beyond the date upon which the services are to be disconnected, the Business Customer will be liable for the usage charges incurred.
- 2.11.3. For non-usage sensitive charges Business Customers will be liable for the entire monthly recurring charge during the month Business Customer's service terminates.
- 2.11.4. If the Business Customer disconnects service prior to the end of a term plan, the termination liabilities associated with the term plan will apply.

2.12. Cancellation for Cause

- 2.12.1. Teligent, by giving ten (10) days prior written notice to the Business Customer or applicant, may immediately cancel the application for or discontinue service without incurring any liability for any of the following reasons:
- 2.12.1.A. Non-payment of any sum due to Teligent for service for more than 30 days beyond the date of rendition of the bill for such service. In the event Teligent terminates service for nonpayment, the Business Customer may be liable for all reasonable costs of collection including reasonable court costs, expenses and fees; or
- 2.12.1.B. Non-payment of any sum due to Teligent for service for more than 30 days beyond rendition of the bill on any Teligent account regardless of whether the application or service being canceled is related or unrelated to the account or service for which the sum is past due; or
- 2.12.1.C. A violation of or failure to comply with, any regulation of this Tariff if the noncompliance is not corrected within ten (10) days of written notice to the Business Customer. The discontinuance of service(s) by Teligent pursuant to this section does not relieve the Business Customer of any obligation to pay Teligent for charges due and owing for service(s) furnished up to the time of discontinuance; or
- 2.12.1.D. Teligent confirms that both a phone number and mailing address are no longer valid for the Business Customer; or
- 2.12.1.E. Teligent is prohibited from furnishing service by order of a court or other government authority having jurisdiction.

Business Customer Interexchange Services Tariff

SECTION 2 - RULES AND REGULATIONS2.12. Cancellation for Cause (Continued)

- 2.12.2. If service is terminated by Teligent for any cause set forth above and the Business Customer has subscribed to service under a term plan, the Business Customer will be charged the termination liability associated with the term plan
- 2.12.3. Service may also be discontinued if the Business Customer fails to post the deposit required by the Tariff.
- 2.12.4. If service is disconnected for non-payment the Business Customer may restore service by full payment in any reasonable manner including by personal check. However, Teligent may refuse to accept a personal check if a Business Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, a complete activation fee will apply.

2.13. Notice and Communication

- 2.13.1. The Business Customer shall designate on the Application for Service an address to which Teligent shall mail or deliver all notices and other communications except that Teligent may also designate a separate address to which Teligent's bills for service shall be mailed.
- 2.13.2. Teligent shall designate on the Application for Service an address to which the Business Customer shall mail or deliver all notices and other communications, except that Teligent may designate a separate address on each bill for service to which the Business Customer shall mail payment on that bill.
- 2.13.3. All notices or other communications required to be given pursuant to this tariff shall be made in writing to Teligent at Teligent Services, Inc, 8065 Leesburg Pike, Suite 400, Vienna, Virginia 22182 or by calling Teligent's toll-free customer service number provided below. Notices and other communications of either party, and all bills mailed by Teligent, 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 serviced, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.13.4. Teligent or the Business 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.
- 2.13.5. Teligent's toll-free customer service number is 1-888-411-1175.

Business Customer Interexchange Services Tariff

SECTION 2 - RULES AND REGULATIONS2.13. Notice and Communication (Continued)

2.13.6. The Commission's address is:

Missouri Public Service Commission
301 West High St.
PO Box 360
Jefferson City, MO 65102

2.14. Title to Facilities

Title to all facilities provided by Teligent in accordance with this Tariff remains with Teligent. The Business Customer has no property right in the assigned telephone number and none can be acquired by usage or otherwise. Teligent reserves the right to assign, designate, or change such numbers when reasonably necessary in the conduct of its business. Telephone numbers of Business Customers who discontinue service may be reassigned 30 days from the date of discontinuance of service.

2.15. Taxes, Surcharges and Utility Fees

Business Customer is responsible for the payment of all state, local, and E911 taxes, surcharges, utility fees, or other similar fees (*i.e.*, gross receipts tax, sales tax, municipal utilities tax) that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this Tariff. These charges will appear as separate line items on the Business Customer's bill and are not included in the rates contained in this Tariff. There shall be added to the Business Customer's bill for service, an additional charge equal to the pro rata share of any occupation, franchise, business, license, excise privilege or other similar charge or tax, now or hereafter imposed upon the gross receipts or revenue of Teligent by any municipal taxing body or municipal authority whether by statute, ordinance, law or otherwise, and whether presently due or to hereafter become due. The charge applicable to each Business Customer will appear as a separate line item on the Business Customer's regular monthly bill and shall be determined on a basis equal to the tax levied by each municipal taxing body or municipal authority. All surcharges and fees will be submitted to the Commission for prior approval before a customer is billed for the charges.

2.16. Business Customer Billing Inquiries

Any Business Customer who has a question regarding his/her telephone bill may contact Teligent at its toll free number, 1-888-411-1175 or at 8065 Leesburg Pike, Suite 400, Vienna, VA 22182.

Business Customer Interexchange Services Tariff

SECTION 2 - RULES AND REGULATIONS

(Continued)

2.17. Access to Telephone Relay Service

When required by the Commission, Teligent will participate in telephone relay service for handicapped or hearing impaired Business Customers, and will comply with all regulations and requirements relating thereto.

2.18. Special Construction

At the Business Customer's request, installation and/or maintenance may be performed outside Teligent'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 Teligent will apply. If installation is started during regular business hours but, at the Business 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.

Subject to the agreement of Teligent 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 Business Customer. Special construction is that construction undertaken:

1. where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
2. is of a type other than that which Utility would normally utilize in the furnishing of its services; or
3. over a route other than that which Utility would normally utilize in the furnishings of its services; or
4. in a quantity greater than that which Utility would normally construct; or
5. is required on an expedited basis; or
6. is needed on a temporary basis until permanent facilities are available; or
7. involves abnormal costs; or is
8. built in advance of its normal construction.

2.19. Credit and Refunds

All requests for call credits due to bad connection, disconnection, wrong number dialed, etc. shall be made through Teligent's business office. Carrier will make no refund of overpayments unless the claim for such, together with proper evidence is submitted within one (1) year from the date of alleged overpayment. In calculating refunds, usage discounts will be adjusted based on total usage after all credits or adjustments have been applied. In the event of a billing error resulting in an overbilling or overcharge to its Business Customers, Teligent may refund the amount overbilled or overcharged by means of a pro-rata credit to the account of all existing Business Customers on a date certain.

Issued: March 17, 2000

Issued By:
Terri B. Natoli, Vice President
Teligent Services, Inc
8065 Leesburg Pike, Suite 400
Vienna, VA 22182

Effective: May 1, 2000

Business Customer Interexchange Services Tariff

3.0 DESCRIPTION OF SERVICES OFFERED3.1 Outbound Service

Outbound long distance service consists of direct dialed (1+) long distance voice traffic for switched and dedicated access Customers.

3.1.1 Usage is flat-rated and minimum billing increments varies by access type.

3.1.1.A. Minimum Billing Increments - Initial Minimum/Additional Increment (in seconds)

Switched Service	18/6
Switched Service - with Teligent Local Service	18/6
Switched Service - with Teligent Local T-1 Digital Trunk Service	6/6
Dedicated Service	6/6

3.1.1.B. Minimum Per Call Charge – All calls are subject to a minimum per call charge of \$0.010.

3.1.2 Charges for switched access customers will vary depending on whether the Customer takes local exchange service from Teligent pursuant to any applicable tariffs.

3.1.3 Dedicated access requires a minimum monthly commitment of at least \$1500 combined outbound and toll-free usage.

3.1.4 Features

Accounting Codes - Accounting Codes will be offered as a feature of outbound long distance service. Accounting codes will be available in a validated and unvalidated configuration. Accounting codes are cost tracking codes that are dialed after a Customer has dialed a long distance telephone number. The code appears on the call detail of the invoice, allowing the Customer to track costs by account code. The Customer may designate a specific account code for each employee, for a Commission, for an external Customer, etc. The account code may be validated or unvalidated. Customers with validated account codes activate a specific number of account codes. When the Customer dials the call, he/she is prompted to enter the account code. If the account code is not among the codes activated for the Customer, the call will not process. Unvalidated account codes allow Customers to activate all account codes within a given range. When a Customer dials a call using unvalidated account codes, they are – again – prompted to dial a code. The Customer must then dial a code within the range allocated to the Customer. If the Customer has selected 4-digit account codes, then any 4 digits between 0001 and 9999 will be accepted.

Business Customer Interexchange Services Tariff

3.0 DESCRIPTION OF SERVICES OFFERED

(Continued)

3.2 Toll-Free Service

Like Outbound Service, Toll-Free Services will consist of long distance traffic for switched and dedicated access Customers.

3.2.1 Usage is flat-rated and minimum billing increments varies by access type.

4.1.1.A. Minimum Billing Increments - Initial Minimum/Additional Increment (in seconds)

Switched Service	18/6
Switched Service - with Teligent Local Service	18/6
Switched Service - with Teligent Local T-1 Digital Trunk Service	6/6
Dedicated Service	6/6

4.1.1.B Minimum Per Call Charge - All calls are subject to a minimum per call charge of \$0.010.

3.2.2 Charges for switched access customers will vary depending on whether the Customer takes local exchange service from Teligent pursuant to any applicable tariffs.

3.2.3 Dedicated access requires a minimum monthly commitment of at least \$1500 combined outbound and toll-free usage.

3.2.4 Blocking Options - The following blocking options are available with either switched or dedicated access.

3.2.4.A. State/NPA/NXX Blocking: Allows the customer to block calls from one or more specific originating areas at the domestic NPA, state or NXX level. Blockage from multiple originating areas is available at no additional charge. A set-up charge will apply when the customer changes the group of originating areas to be blocked.

3.2.4.B. Payphone Blocking: Allows the customer to block calls that Teligent can identify as originating from a payphone.

Business Customer Interexchange Services Tariff

3.0 DESCRIPTION OF SERVICES OFFERED

(Continued)

3.2.5 Routing Options – The following routing options are available with either switched or dedicated access. The following combinations of Routing and Blocking Options are not compatible.

	Area Code	Percent Call	Time of Day	Day of Week
Area Code		Not Compatible	Not Compatible	Not Compatible
Percent Call	Not Compatible		Not Compatible	Not Compatible
Time of Day	Not Compatible	Not Compatible		
Day of Week	Not Compatible	Not Compatible		

3.2.5.A. Day of Week Routing: Allows the customer to arrange for calls to a single Toll-Free Service telephone number to be routed to different locations based on the particular day of the week. The customer can establish a different routing arrangement for each day of the week, with a maximum of seven day types, which can consist of one day or a set of days. The customer must have at least two locations for this routing feature to be applicable.

3.2.5.B. Time of Day Routing: Allows the customer to arrange for calls to a single Toll-Free Service telephone number to be routed to different locations based on the time of day. The customer can establish a different routing arrangement for up to 48 time slots in a 24 hour day period. The time slots must be defined in five minute increments or multiples thereof. The customer must have at least two different locations for this routing feature to be applicable.

3.2.5.C. Area Code Routing: Allows the customer to define two or more originating routing groups and to arrange that calls to a single Toll-Free Service telephone number placed from different routing groups will terminate at different locations. A routing group can consist of any combination of domestic NPAs or states. The combination of all routing groups defined by the customer must include the points where Teligent originates Toll-Free calls, excluding any areas blocked by State/NPA/NXX Blocking. The service group to which calls from a particular originating routing group are to terminate need not be located in that originating routing group. The customer must have at least two locations for this routing feature to be applicable.

3.2.5.D. Percent Call Routing: Allows the customer to route calls for each originating routing group, per Toll-Free Service number to two or more answering locations based upon a customer-designated percentage distribution. The customer must establish a call allocation pattern where each percentage is a whole number and the total allocation equals 100 percent. The customer must have at least two different locations for this routing feature to be applicable. The customer can define up to 99 allocation percentages per time slot.

Business Customer Interexchange Services Tariff

3.0 DESCRIPTION OF SERVICES OFFERED

(Continued)

- 3.2.6 Toll-Free AN/DNIS Delivery: This feature permits a customer with multiple Toll-Free Service telephone numbers terminating in the same location to identify the working number of the calling party and the specific Toll-Free Service telephone number that was dialed by the calling party. Dialed Number Identification Service ("DNIS") is only available with dedicated access. A customer can request up to 1500 DNIS designations per trunk group. Charges apply per terminating location.
- 3.2.7 Directory Listing - Teligent will provide a Toll-Free Service telephone number listing that will entitle the Customer to a listing in AT&T's 411/Directory Assistance database. The listing will consist of a straight-line listing consisting of the Customer's name and Toll-Free Service telephone number. The liability of Teligent for damages arising out of mistakes, omissions, or errors in directory listings for which a specific charge is made and not caused by the gross negligence or willful misconduct of Teligent shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, or error occurs. In the case of directory listings for which no specific charge applies, Teligent is not liable for damages arising out of mistakes, omissions, or errors not caused by the gross negligence or willful misconduct of Teligent.

3.3 Calling Card Service

Calling Card Service that allows subscribers to use Teligent service by dialing remotely into a calling card platform, which is accessed via a toll-free number.

3.3.1 Usage is flat-rated with an initial minimum/additional increment (in seconds) of 30/6.

3.3.2 Surcharges

3.3.2.A. Per Call Surcharge - Calling card calls carry a per call surcharge in addition to the usage charge and Payphone Pass-through.

3.3.2.B. Payphone Pass-through - Teligent accesses a surcharge for each calling card call originated within the United States. The payphone pass-through is assessed in addition the usage charge.

Business Customer Interexchange Services Tariff

3.0 DESCRIPTION OF SERVICES OFFERED

(Continued)

3.3.3 Features

3.3.3.A. Speed Dialing – Subscribers may store and activate up to 9 single-digit speed dial numbers for their most frequently dialed domestic and international calls.

3.3.3.B. Accounting Codes - Accounting Codes will be offered as a feature of outbound long distance service. Accounting codes will be available in a unvalidated configuration. Accounting codes are cost tracking codes that are dialed after a Customer has dialed a long distance telephone number. The code appears on the call detail of the invoice, allowing the Customer to track costs by account code. The Customer may designate a specific account code for each employee, for a Commission, for an external Customer, etc. Unvalidated account codes allow Customers to activate all account codes within a given range. When a Customer dials a call using unvalidated account codes, they are prompted to dial a code. The Customer must then dial a code within the range allocated to the Customer. If the Customer has selected 4-digit account codes, then any 4 digits between 1001 and 9999 will be accepted. Account codes are 2-8 digits.

3.4 Directory Assistance

Teligent Customers can access long distance operator services like interstate directory assistance (1+NPA+555+1212).

3.5.1.

3.5 Timing of Calls

The Customer's charge is based on the actual usage of Teligent's network. Usage begins when the called party picks up the receiver. 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. Chargeable time ends when either party hangs up, thereby releasing the network connection.

3.6 Minimum Call Completion Rate

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

Business Customer Interexchange Services Tariff

4.0 RATES

4.1 Outbound Service

4.1.1 Switched Service - Without Teligent Local Exchange Service

4.1.1.A Monthly Recurring Charges

	M-T-M	1-Year
Non-Verified Account Codes	\$10.00	No Charge
Verified Account Codes	\$10.00	\$10.00

4.1.1.B. Usage Rates (Per Minute)	M-T-M	1-Year
	\$ 0.1390	\$0.109

4.1.2. Switched Service - With Teligent Local Exchange Service

4.1.2.A Monthly Recurring Charges

Non-Verified Account Codes	No Charge
Verified Account Codes	\$10.00

4.1.2.B. Usage Rates

Per Minute	\$0.076
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4.1.2.C Switched Service – Usage Rates for Teligent Local T-1 Digital Trunk

MM	M-T-M	1-Year
\$0	\$.076	\$.076
\$1,500	N/A	\$.076
\$3,000	N/A	\$.073
\$5,000	N/A	\$.070
\$7,500	N/A	\$.068
\$10,000	N/A	\$.065
\$25,000	N/A	\$.064
\$50,000	N/A	\$.064

Business Customer Interexchange Services Tariff

4.0 RATES
(Continued)

4.1.3 Dedicated Service

4.1.3.A Monthly Recurring Charges

Non-Verified Account Codes	1-Year No Charge
Verified Account Codes	\$10.00

4.1.3.B. Usage Rates – per minute

MM	1-Year
\$1,500	\$.076
\$3000	\$.073
\$5,000	\$.070
\$7,500	\$.068
\$10,000	\$.065
\$25,000	\$.064
\$50,000	\$.064

4.2 Toll-Free Service

4.2.1 Non-Recurring Charges

State/NPA/NXX Blocking Set-up Charge	\$35.00
Payphone Blocking Set-up Charge	\$35.00

4.2.2 Monthly Recurring Charges

Toll-Free Numbers (first ten per account are at no charge)	\$ 1.00
Toll-Free Directory Listing	\$15.00
Day of Week Routing	\$30.00
Time of Day Routing	\$30.00
Area Code Routing	\$30.00
Percent Call Routing	\$30.00
Dedicated Toll-Free ANI/DNIS Delivery	\$75.00

Business Customer Interexchange Services Tariff

4.0 RATES
(Continued)

4.2.3. Usage Rates

4.2.3.A	<u>Access Type</u>	<u>Per Minute Rate</u>
	Switched with Local Service	\$0.076
4.2.3.B	Switched without Local Service	
	M-T-M	\$ 0.1390
	1-Year	\$ 0.109

4.2.3.C Switched Service – Usage Rates for Teligent Local T-1 Digital Trunk

MM	M-T-M	1-Year
\$0	\$.076	\$.076
\$1,500	N/A	\$.076
\$3,000	N/A	\$.073
\$5,000	N/A	\$.070
\$7,500	N/A	\$.068
\$10,000	N/A	\$.065
\$25,000	N/A	\$.064
\$50,000	N/A	\$.064

4.2.3.D. Switched Dedicated Toll-Free Usage Rates

MM	1-Year
\$1,500	\$.076
\$3000	\$.073
\$5,000	\$.070
\$7,500	\$.068
\$10,000	\$.065
\$25,000	\$.064
\$50,000	\$.064

Business Customer Interexchange Services Tariff

4.0 RATES
(Continued)4.3 Calling Card Service

4.3.1. Non-Recurring Charges

Non-Verified Account Codes Set-up Charge \$15.00

4.3.2. Monthly Recurring Charges

Non-Verified Account Codes \$10.00
Speed Dialing no charge

4.3.3 Usage Rates (Per Minute)

Per Minute Rate \$0.19

4.3.4 Payphone Pass-through

Per Call \$0.25

4.3.5. Per Call Surcharge

Per Call Charge \$0.85

4.4 Directory Assistance

Per Call \$0.50

4.5 Individual Case Based Pricing

Rates for Dedicated Access and Private Line services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the services and will be made available to customers in a non-discriminatory manner. Terms of specific ICOB contracts will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis.

Business Customer Interexchange Services Tariff

SECTION 5 - PROMOTIONS AND DISCOUNTS

Teligent may make promotional offering of its tariffed services that may include reducing or waiving applicable charges of the promoted service. No individual promotional offering will exceed six months in duration, and any promotional offering will be extended on a non-discriminatory basis to any Business Customer similarly classified who requests the specific offer.

5.1 Special Construction/Pre-Commercial Service Promotion

Teligent, prior to implementing full-scale commercial service, will, for a limited period, offer discounted service to Business Customers in certain technically-qualifying test buildings. Qualifying Business Customers must agree to assume the cost of special construction and use dedicated Teligent-provided equipment, commit to a fixed term of service and must agree to receive both interstate and intrastate services. Discounts of up to 30%, including two months of free service for Business Customers signing a one year contract or four months of free service for Business Customers signing a two year contract, shall be applied ICB, but in all cases rates will be the same or less than Teligent's otherwise applicable rates. The cost of installation, type of equipment, availability of spectrum, Business Customer requirements and other factors will be considered in determining the discount level. IntraLATA usage does not qualify for the discount. Long distance service must include switched or dedicated outbound and toll-free services. Standalone calling card or enhanced services (conference calling, enhanced fax) do not qualify as long distance services for purposes of this promotion. This promotion shall expire no later than May 15, 1998, unless otherwise modified or withdrawn.

Issued: March 17, 2000

Issued By:
Terri B. Natoli, Vice President
Teligent Services, Inc
8065 Leesburg Pike, Suite 400
Vienna, VA 22182

Effective: May 1, 2000

Business Customer Interexchange Services Tariff

SECTION 5 - PROMOTIONS AND DISCOUNTS

(Continued)

5.2 Teligent LD with Local Promotion

Offering - A Customer that purchases Teligent's local services offered pursuant to its applicable tariffs will be entitled to the promotional rates contained herein for the length of the term commitment.

Conditions - In order to receive the Promotional Rates the following conditions must be met:

- A. Customer must be located in a building where Teligent provides facilities-based service.
- B. Customer cannot be an existing Teligent local service customer.

Restrictions - The following restrictions apply to this Promotional offering:

- A. The Customer must submit a Service Application for bundled service between May 1, 2000 and June 30, 2000.
- B. Promotional rates will be effective only upon initiation of local service pursuant to the Teligent offerings contained in Teligent's application local tariffs.

Promotional Rates (All commitment and term levels) - Outbound -Per Minute Usage Charge

Switched Service - With Teligent Local Exchange Service \$0.068

Business Customer Interexchange Services Tariff

SECTION 5 - PROMOTIONS AND DISCOUNTS
(Continued)

5.3 Teligent Site Sign-Up Credit

Offering – Teligent’s provision of service through its own facilities requires the use of microwave transmit/receive equipment that must be located on the rooftop of the Customer’s premises. Teligent’s microwave equipment cannot be installed on the rooftop without the consent of the building owner(s) and/or property manager(s). As an incentive to the Customer for its assistance in obtaining necessary access to install Teligent’s facilities, including rooftop space for Teligent’s equipment, Teligent will issue Customer a Site Sign-up Credit.

Amount of Incentive - All Customers are eligible for a \$1000 Credit. The amount of the credit shall be increased to one of the following levels when it is determined by Teligent that the customer meets at least one of the factors associated with each credit amount.

\$2,500 Credit

1. If the total building square footage is less than 1,500,000 square feet
2. If the number of potential tenants in the building is less than 5.
3. If the number of lines in the building is less than 25.

\$5,000 Credit

1. If the total building square footage is equal to or greater than 1,500,000 square feet, but less than 2,000,000 square feet
2. If the number of potential tenants in the building is equal to or greater than 5, but less than 50.
3. If the number of lines in the building is equal to or greater than 25, but less than 250.

\$10,000 Credit

1. If the total building square footage is equal to or greater than 2,000,000 square feet
2. If the number of potential tenants in the building is equal to or greater than 50.
3. If the number of lines in the building is equal to or greater than 250

Conditions - In order to receive the Site Sign-up Credit the following conditions must be met:

1. Customer must be the building owner or property manager of the building where Teligent’s equipment is located.
2. Customer must be located in the building where Teligent’s equipment is located.
3. Customer must cooperate with Teligent in acquiring the necessary access.

Business Customer Interexchange Services Tariff

SECTION 5 - PROMOTIONS AND DISCOUNTS

(Continued)

4. In order to receive the \$2500, \$5000 or \$10,000 Site Sign-up Credit, Teligent must enter into at least a three (3) year lease with the building owner and/or property manger for the necessary for access.

5. Teligent's equipment must be installed and properly functioning.

Restrictions

1. Only one Site Sign-up Credit will be issued per building.

2. The Site Sign-up Credit shall not be transferred to another customer, divided or otherwise allocated between multiple customers.

3. A Customer is entitled to only one Site Sign-up Credit for all services it receives. That is, a Customer that receives the Site Sign-up Credit under this tariff cannot also get a Site Sign-up Credit for non-tariffed services (internet) and/or services provided under another state or federal tariff.

4. The Site Sign-up Credit will be in the form of a one time credit, applied to the Customer's first bill. Any unused credit can be carried forward indefinitely until used. If the Customer discontinues taking Teligent's services before the credit is completely applied, however, the remaining credit is forfeited and will not be refunded to the Customer.