

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.

4.1 Network Exchange Bundled Service, Cont'd.

4.1.12 ISP Service Plan

ISP Service Plan is offered to Customers who subscribe to TrinsicHome Unlimited Service in conjunction with a participating Internet Service Provider (ISP). The participating ISP must have a previously established service participation agreement with the Company. As part of this service, the Customer may utilize local dial-up access numbers of a participating ISP for internet access for up to 3000 minutes per month and the dial-up internet connection restriction associated with Trinsic Unlimited will not apply to those 3000 minutes per month. All other Trinsic Unlimited Service rates and restrictions apply.

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.

4.2 TrinsicBUSINESS A La Carte Service**

Trinsic Business A La Carte service is targeted at small business Customers and provides options based on the Customers calling patterns and estimated usage. Customers who subscribe to this service must designate Trinsic as the presubscribed carrier for local calling concurrent with enrollment for this service. TrinsicBusiness A La Carte provides Customers with the option of selecting Trinsic for toll services.

A. Local Exchange Service

There is a one-time charge per line Service Connection Fee for Local Exchange Service ¹.

B. Toll Service

.1 Long Distance Service

Long distance service is billed in six (6) second increments.

2. Long Distance Calling Packs

Customers may choose to purchase Long Distance Calling Packs which provide a set number of long distance calling minutes for a flat rate per month. Toll Free Service is not included in Long Distance Calling Packs. Minutes above the purchased Calling Pack are billed in six (6) second increments.

¹Service Connection fee is waived for those customers who retain their existing telephone number when switching their service to Trinsic. The charge will apply if additional lines are transferred to Trinsic after the initial order.

***This service grandfathered effective June 26, 2003 and is available to existing Customers only.*

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.**4.2 TrinsicBUSINESS A La Carte Service, (Cont'd.) ******C. Toll Free Service**

Toll Free Service is available to Customers for incoming calls. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided business switched access line. TrinsicBusiness A La Carte Customers who migrate their long distance service to another carrier, but who retain Trinsic as the local service provider will keep Trinsic Toll Free Service until such time as that service is specifically identified as having migrated to another carrier. Call charges are billed to the Subscriber rather than to the originating caller. Rates are neither time-of-day sensitive nor mileage sensitive. Calls are billed in six (6) second increments. Rates are not mileage or time-of-day sensitive. A Monthly Recurring Charge applies in addition to usage rates.

D. Business Network Rate Service

Business Network Rate Service is available to Trinsic business Customers for outbound calling from presubscribed lines. This service allows Trinsic Business A La Carte Customers presubscribed to Trinsic for long distance service to call other Trinsic Customers without depleting the call allowance for the plan the Customer has chosen. Call may be made to other Trinsic business Customers or to Trinsic residential Customers. Calls are billed in six (6) second increments after the initial minimum period of six (6) seconds and originate and terminate on Customer-provided switched access lines. Rates are not mileage or time-of-day sensitive.

***This service grandfathered effective June 26, 2003 and is available to existing Customers only.*

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.**4.2 TrinsicBUSINESS A La Carte Service, (Cont'd) ******E. Calling Features**

These features are offered subject to availability of suitable facilities. TrinsicBusiness A La Carte may include the calling features listed below:

Call Forwarding - Fixed - Call Forwarding- Fixed, when activated, redirects attempted terminating calls to another Customer-specific line. The Customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding-Fixed. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding-Fixed is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number.

Speed Calling - This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in an 8 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

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

Call Waiting - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call. Customers must actively choose this feature on a line-by-line basis. Call Waiting is not available on lines enabled for Rotary Hunting.

***This service grandfathered effective June 26, 2003 and is available to existing Customers only.*

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.

4.2 TrinsicBUSINESS A La Carte Service, (Cont'.d) **

E. Calling Features, (Cont'd.)

Three Way Calling - Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy. This feature is available at no charge but must be requested by the Customer.

Distinctive Ring: Distinctive Ringing is a feature that allows Customer to have up to two separate phone numbers assigned to one local exchange line. Each telephone number will provide a distinctive ring on an incoming call to allow for identification of the number being called. A distinctive call waiting tone is also provided for each telephone number, where facilities permit and Customers subscribe to Call Waiting. Distinctive Ring is offered subject to availability of suitable facilities.

***This service grandfathered effective June 26, 2003 and is available to existing Customers only.*

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.**4.2 TrinsicBUSINESS A La Carte Service, (Cont'.d) ******F. Guarantee Incentive Program**

If a Customer is not satisfied with the Trinsic Business A La Carte Service, for any reason, during the first ninety (90) days of service, Trinsic will switch the Customer back to the Customer's previous local exchange provider at no charge. The Customer will not be required to pay any installation charges incurred when switching back to their previous local service provider. This offer only applies to installation charges on existing business lines migrated back to the local service provided subscribed to before switching to Trinsic. This offer does not extend to any new service lines established with Trinsic that are switched back to the previous provider. Customers requesting a switch to the previous provider must have a zero billed balance with Trinsic. Customers will be required to complete and sign a form requesting this offer. This form may be obtained by calling Trinsic's toll free customer service telephone number.

G. Remote Call Forwarding (RCF) Service

Remote Call Forwarding allows all calls dialed to a telephone number equipped for RCF to be automatically forwarded to another dialable exchange or 800 service telephone number. The calling party pays only the applicable charges to call the number equipped with an RCF feature, while the RCF customer pays the applicable charges for the forwarded portion of the call. RCF Service is offered subject to availability of suitable facilities.

***This service grandfathered effective June 26, 2003 and is available to existing Customers only.*

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.

4.2.1 Trinsic Business Plus Service

Trinsic Business Plus Service is a local exchange service for small business Customers consisting of a local exchange line for a monthly recurring charge and unlimited local calling. Calling features are available with the local exchange service for an additional monthly recurring charge per feature.

A. Local Exchange Service**.1 Local Business Line**

A local exchange line with unlimited local calling includes Hunting only if Customers request the Hunting calling feature when placing the order for service.

Customers who sign a one (1) or two (2) year agreement will, based upon contract term and number of access lines, subscribed to Trinsic in this state or nationwide, receive a percentage discount on Business Plus local exchange service as noted below. The percentage discount does not apply to FCC line charges.

<u>Lines</u>	<u>Term</u>	
	1 Year	2 Year
200	5%	5%
1000	10%	15%
2000	15%	16%

.2 Calling Features

The following Calling features are available at an additional monthly recurring charge: Call Forwarding; Call Forwarding-Busy; Call Forwarding-No Answer; Speed Calling; Caller ID; Call Waiting, Three-Way Calling, and Distinctive Ring, as described in Section 4.2.1.F.

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.

4.2.1 Trinsic Business Plus Service, (Cont'd.)

B. Trinsic Business Plus Toll Service

For a full description of the long distance portion of Trinsic Business Plus Service please see Trinsic's PSC MO Tariff No. 1.

C. Trinsic Business Plus Toll Free Service

For a full description of the long distance portion of Trinsic Business Plus Service please see Trinsic's PSC MO Tariff No. 1.

D. Travel Card Service

For a full description of the long distance portion of Trinsic Business Plus Service please see Trinsic's PSC MO Tariff No. 1.

E. Business Network Service

For a full description of the long distance portion of Trinsic Business Plus Service please see Trinsic's PSC MO Tariff No. 1.

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.

4.2.1 Trinsic Business Plus Service, (Cont'd.)

F. Calling Features

Customers subscribing to Trinsic Business Plus Service may also subscribe to the following Calling Features.

Call Forwarding - Call Forwarding, when activated, redirects attempted terminating calls to another Customer-specific line. The Customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number.

Call Forwarding -Busy - Permanently routes incoming calls to a predetermined telephone number when the called line is busy.

Call Forwarding - No Answer - Permanently routes incoming calls to a specified number, selected by the Customer, when the called line is unanswered.

Speed Calling - This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in an 8 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.**4.2.1 Trinsic Business Plus Service, (Cont'd.)****F. Calling Features, Cont'd.**

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

Call Waiting - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call. Customers must actively choose this feature on a line-by-line basis. Call Waiting is not available on lines enabled for Rotary Hunting.

Three Way Calling - Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy. This feature is available at no charge but must be requested by the Customer.

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.

4.2.1 Trinsic Business Plus Service, (Cont'd.)

G. Remote Call Forwarding (RCF) Service

Remote Call Forwarding allows all calls dialed to a telephone number equipped for RCF to be automatically forwarded to another dialable exchange or 800 service telephone number. The calling party pays only the applicable charges to call the number equipped with an RCF feature, while the RCF customer pays the applicable charges for the forwarded portion of the call. RCF Service is offered subject to availability of suitable facilities.

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.

4.3 Stand Alone Local Exchange Service

Stand Alone Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Stand Alone Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Stand Alone Local Exchange Service are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

4.3.1 General

Stand Alone Local Exchange Service includes the following:

Local exchange access line and unlimited local exchange calling.

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.**4.4 Service Order and Change Charges**

Non-recurring charges apply to processing Service Orders for new service and for changes in service.

4.4.1 Service Order Charges

Primary Service Connection Charge - applies to requests for initial connection or establishment of telephone service to the Company.

Secondary Service Connection Charge - applies to the second or additional line of a new access line installation and connection and customer requests for an inside move, change or addition to regular service. This charge applies only when the second or additional line is ordered simultaneously with the initial connection for service.

Transfer of Service Charge, Primary Line - applies to the first line of a Transfer of Service Order, (TOS) when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Transfer of Service Charge, Secondary Line - applies to the second, or third, etc., line of a Transfer of Service Order, (TOS) when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Technician Dispatch Charge - applies, in addition to all other charges for the visit, when a visit to the Customer's premises is necessary to move, add, change or install service, or to isolate a problem reported to the Company that cannot be handled remotely.

Service Order Charge - This charge, applicable to Business Customers only, applies to customer-requested changes in service not covered specifically on other identified non-recurring service order and change charges. This charge is applied in cases where Hunting is added after the initial order is placed.

Toll Free Directory Listing - This is a one-time charge, applicable to Business Customers, and is imposed when a Customer requests the toll free number to be listed.

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.

4.4 Service Order and Change Charges, (Cont'd.)

4.4.1 Service Order Charges, (cont'd.)

Missed Appointment Charge - The Customer shall be responsible for the payment of a Missed Appointment Charge as set forth herein for visits by the Company's agents or employees, at the Customer's request, to the Premises of the Customer, when the Customer fails to meet the Company's agent or employees for the prearranged appointment as requested.

Trouble Isolation Charge -When a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.

4.4 Service Order and Change Charges, (Cont'd.)

4.4.2 Change Order Charges

Change Order Charges apply to work associated with providing exchange line service or customer-requested changes to existing services. One charge applies for each change order requested by the customer. If multiple changes listed below are requested by the Customer and occur on the same order/request one charge only applies. A Change Order Service Charge applies to the following customer-initiated changes:

Feature or Feature Pack Change Order - applies when a customer requests a change, adding or removing a feature or feature pack.

Toll Restriction Fee Order - applies when a Customer requests a change, adding or removing Toll Restriction Service.

Telephone Number Change Order - applies to each telephone number change request/order.

Long Distance Minutes Pack Change Order - applies to residential Customers who request/order a change to add or delete an LD Minutes Pack.

Listing Change Charge - applies when a Customer requests/orders a change to add or delete a white pages listing or requests a change to add/delete listings. This charge also applies to request for Non-Published or Non-Listed numbers.

Home Edition Change Charge - applies when a residential Customer requests/orders a change in service from Home Edition- Basic Service to Home Edition- Standard Service or from Home Edition - Standard Service to Home Edition - Basic Service.

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.

4.4 Service Order and Change Charges, (Cont'd.)

4.4.3 Record Change Charges

A Record Change charge applies when a Customer requests/orders a change to Company records such as adding/changing a name on said Customer's account, changing billing address or contact information, adding/changing the person(s) authorized to make changes on said Customer's account.

4.4.4 Miscellaneous Charges

Duplicate Invoice - applies each time a Customer requests an additional copy of a current bill or invoice.

Call Detail Report - applies each time a Customer requests local call detail for a given month.

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.

4.5 Reserved For Future Use

4.6 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.

4.7 911 Emergency Service

- 4.7.1 The Company is obligated to supply the E-911 service provider in the Company service area with information necessary to update the E-911 database at the time the Company submits Customer orders to the local exchange company whose service is being resold or whose lease facilities have been purchased for the provision of local service pursuant to these tariffs.
- 4.7.2 At the time the company provides basic local service to a Customer by means of the Company's own cable pair, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911.
- 4.7.3 The Company will be obligated to provide facilities to route calls from the end users to the proper Public Safety Answering Point (PSAP). The Company recognizes the authority of the E-911 Customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.
- 4.7.4 The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to RSMo 190.310.
- 4.7.5 The Company undertakes no responsibility to inspect or to monitor 911 service facilities to discover errors, defects or malfunctions in 911 service.
- 4.7.6 By dialing 911, the 911 service calling party waives all privacy rights afforded by non-listed and non-published service to the extent that the Customer's telephone number, name, address associated with the originating station location are furnished to the PSAP.

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.**4.8 Optional Calling Features**

The features in this section are made available to Residential and Business Customers on a per use basis. All features are provided subject to availability. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the per feature activation charge shown in the table below each time a feature is used by the Customer. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

4.8.1 Feature Descriptions

Call Return: Allows a Customer to return the most recent incoming call and, after dialing a code, hear an announcement of the last telephone number that called. If the Customer wishes to return the call right away, voice prompts will instruct the Customer to dial a certain digit and the call will automatically be returned.

Call Trace: Customers receiving annoying or anonymous calls may request (1) a telephone number change, which will be provided at no charge by the Company; or (2) the capability to utilize Call Trace on a per activation basis as needed. Call Trace allows the Customer to dial a code (*57) to automatically request that the following information be recorded: the originating telephone number; the date and time of the call; the date and time Call Trace was activated. When Call Trace successfully identifies a calling number, a recording instructs the Customer to call a toll free number, which will activate a Voice Response Script and assist the Customer in establishing an open file. Should the Customer decide to prosecute the call originating party, the Customer should contact the Company for further instructions. Activation of Call Trace never authorized the Company to provide the called party with the name or telephone number of the calling party. In the event that Call Trace is not available or is unable to resolve the case, it may be necessary to place a manual trap on the Customer's line. The Customer originating the trace will not receive the traced telephone number. The results of a trace will be furnished only to legally constituted authorities upon proper request by them.

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.

4.8 Optional Calling Features

4.8.1 Feature Descriptions

Per-Call Blocking: Allows the name and number of the calling party to be blocked from being transmitted when placing outbound calls. To activate per-call blocking, a Customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per call blocking, and it is provided on an unlimited basis.

Auto Redial: Permits the Customer to redial automatically the last number dialed.

Three Way Calling: Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

Call Blocking- Call Blocking allows Customer to block calls from different telephone numbers. A screening list is created by Customer either by adding the last number associated with the line (incoming or outgoing) or by pre-selecting the telephone number to be blocked. Callers from such numbers hear an announcement that the calling party is not accepting calls and Customer's phone will not ring. The screening list may be edited and revised at Customer's discretion. This feature may not be available with all Trinsic services.

VIP Alert - Allows a customer to program telephone numbers of selected callers, enabling the customer to distinguish certain incoming calls from all others by a distinctive ring tone. This feature may not be available with all Trinsic services.

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.

4.9 Directory Assistance Services

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired. There are no call allowances for Directory Assistance.

4.9.1 Basic Directory Assistance

The rates specified following apply when Customers request company assistance in determining telephone numbers of Customers who are located in the same local service area or who are not located in the same local service area but who are located within the same NPA.

Charges will not apply for calls placed from hospital services or from business or residence main telephone exchange line registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0". Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of an agency for the blind.

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.

4.9 Directory Assistance Services, Cont'd.

4.9.2 Directory Assistance Call Completion

Directory Assistance Call Completion (DACC) is a service that provides customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance operator. The call may be completed automatically or by the Directory Assistance operator.

The DACC portion of the call may either be billed in the same manner as the DA portion or alternately billed by using a calling card, billing to a third number, or collect.

There are no allowances for DACC, however, the Directory Assistance portion of the call is still governed by the appropriate call allowance as stated in Section 4.9.1.

A. Description of Service

The three types of DACC offered are as follows:

Fully Automated DACC: The customer receives the requested directory number from an automated voice system. The customer accepts DACC by depressing A1" from a Touch-Tone telephone when prompted by the DACC announcement.

Semi-Automated DACC: The customer receives the requested directory number and then requests the operator to provide call completion to the requested number.

Person-to-Person DACC: The customer receives the requested directory number and then requests the operator to complete the call to a specified person.

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.

4.9 Directory Assistance Services, Cont'd.

4.9.3 Nationwide Directory Assistance

Nationwide Directory Assistance is a service whereby Customers may request assistance in determining listing information on a nationwide basis. Requests for local or intraLATA listings are billed under the basic Directory Assistance charges as described in this Section. The regulations and rates set forth below apply to all calls from Customers who request assistance in determining telephone number information of subscribers who are located outside their LATA.

The Customer will be charged for each call. Customer may request up to two listings per call. The nationwide listing rate applies per call whether or not a number is provided; this includes requests for numbers which are non-published or non-listed.

There are no billing exemptions or allowances for Nationwide Directory Assistance.

4.9.4 PVA Directory Assistance

PVA Directory Assistance is a directory service whereby Customers may request assistance in determining listing information on a nationwide basis through the Company's Personal Voice Assistance (PVA) enhanced services platform.

This service is only available to Customer of Trinsic local and/or long distance services with PVA. Customers use a toll free number or access code to access the PVA platform and choose the directory assistance option. Up to two listings per call may be requested. The rate per call applies whether or not a number is provided; this includes requests for numbers which are non-published or non-listed.

There are no billing exemptions or allowances for PVA Directory Assistance.

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.

4.10 Local Operator Service

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate.

Operator Assistance charges do not apply for the following calls:

- Calls to Company-listed Official Public Emergency Agencies
- Calls to official Company numbers
- Calls to Directory Assistance Service
- Calls from persons experiencing dialing difficulty
- Calls from persons who are visually and/or physically disabled will be exempted by means of the completion of a self-certification form supplied by the Company.

4.10.1 Regulations

- A.** Company will not bill for incomplete calls where answer supervision is available. Company will not bill for incomplete calls and will remove any charges for incomplete calls upon (1) subscriber notification of (2) Company knowledge.
- B.** The caller and billed party, if different from the caller, will be advised that Company is the operator service provider at the time of the initial contact.
- C.** Rate quotes will be given upon request, at no charge, including all rate components and any additional charges.
- D.** Only tariffed rates approved by this Commission for the Company shall appear on the Company's bill.
- E.** Company shall be listed on the bill.
- F.** Company will employ reasonable calling card verification procedures, acceptable to the company issuing the calling card.
- G.** Company will route all 0- or 00- emergency calls in the quickest possible manner to the appropriate local emergency service provider, at no charge.

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.

4.10 Local Operator Service, Cont'd.

4.10.1 Regulations

- H.** Upon request, Company will transfer calls to other authorized interexchange Company or to the LEC, if billing can list the caller's actual origination point.
- I.** Company will refuse operator services to traffic aggregators which block access to other Companies.
- J.** Company will assure that traffic aggregators will post and display information including (1) that company is the operator service provider; (2) detailed complaint procedures; and (3) instructions informing the caller on procedures to reach the LEC operator and other authorized interexchange Companies.

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.

4.11 Busy Line Verification and Emergency Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit. If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.

4.12 Directory Listing Service

4.12.1 General

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

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgement of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Listing services are available with all classes of main telephone exchange service.

4.12.2 Listings

One listing, termed the primary listing is included with each Customer's service.

At a charge, additional listings may be included in the alphabetical directory and on directory assistance records, or appear on directory assistance records only. The additional directory listing charge commences with the delivery date of the issue of the directory in which the listing first appears. The monthly rate for an additional listing commences the day after the directory assistance records are posted.

If an additional listing is ordered discontinued by the Customer after the closing of the directory, the monthly rate continues through that issue of the directory and up to the date for rates to be effective for the next directory. If the additional listing is ordered discontinued before the closing date of the directory in which it would first appear the monthly rate continues only to the date of cancellation by the Customer, with a minimum service period of one month.

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.

4.12 Directory Listing Service, Cont'd.

4.12.2 Listings, Cont'd.

A. Regular Additional Listings

In connection with business and residence service, regular additional listings are available only in the names of Authorized Users of the Customer's service.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings. However, when it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing will be permitted under the address of a branch exchange, Centrex or extension of an exchange service line installed on the premises of the Customer, but at an address different from that of the attendant position of main service.

Business additional listings are not permitted in connection with residence service. Residence additional listings are also permitted in connection with business service which is located in a residence and for permanent or season guests residing in a hotel or club.

A residence dual name additional listing is comprised of a surname, two first names, address and telephone number. A residence dual name additional listing may be provided for two persons who share the same surname and reside at the same address, or for a person known by two first names.

B. Alternate Telephone Number Listings and Night Listings

Any listed party who has made the necessary arrangements for receiving telephone calls during his absence may obtain an alternate telephone number listing such as the following:

1. If no answer call (telephone number)
2. Night calls (telephone number)
3. Night calls after 8 P.M. (telephone number)
4. Nights, Sundays and holidays (telephone number)
5. 5 P.M. to 9 A.M. weekdays noon Saturday until 9 A.M. (Monday and holidays (telephone number)

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.

4.12 Directory Listing Service, Cont'd.

4.12.2 Listings, Cont'd.

C. Nonpublished Service

The telephone numbers of non-published service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public. The telephone numbers of non-published service or the name and billing address that corresponds to a non-published number may be divulged in the following two instances:

- .1 First, in the interest of public safety, where a government agency subscribes to Enhanced Universal Emergency Telephone Number Service (E911) the telephone number and address, but not the name, of a customer with non-published service will be displayed when that customer dials 911 to a government employee at a console at a Public Safety Answering Point for dispatch of emergency service.
- .2 Second, the billing name and address that correspond to a non-published telephone number will be furnished to a subscriber to Billing Name and Address (BNA) Service if the customer with the non-published service makes a call that uses the service of the BNA subscriber.

Incoming calls to non-published service will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice notwithstanding any claim the calling party may present, except claims of emergencies involving life and death. In such cases, the Company will call the non-published number and request permission to make an immediate connection to the calling party.

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.

4.12 Directory Listing Service, Cont'd.

4.12.2 Listings, Cont'd.

C. Nonpublished Service, Cont'd.

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

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

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.

4.12 Directory Listing Service, Cont'd.

4.12.2 Listings, Cont'd.

D. Nonlisted Service

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

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

The Company will only complete calls to a nonlisted number, if requested by a caller, during the course of a directory assistance call completion service.

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

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

E. Toll-Free Directory Listings

Where available, a listing which references the Toll Free Number for a Business customer will be made available. A one-time charge per toll-free number applies to set up this listing.

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.

4.12 Directory Listing Service, Cont'd.

4.12.2 Listings, Cont'd.

F. Straight Line Under Directory Listing

A business listing where one or more listings are indented under an original listing of the same customer without repetition of the name.

G. Caption and Subcaption Directory Listings

Two or more business listings may be placed under a caption consisting of the name of the customer or of any of the parties which the customer is entitled to list together with a designation or title where the name is not indicative of the business or profession. One or more subcaptions may be furnished under a caption, each subcaption consisting of a directive heading which serves to identify two or more listings placed thereunder, where this grouping is necessary for the proper routing of calls.

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.

4.13 Toll Restriction

Toll Restriction is a service offering that restricts long distance calling. Restricted calls are directed to an announcement.

Toll Restriction is activated when a dialed number is preceded by a one (1) or zero (0). Where facilities permit, 1+ calls to Company business offices and repair services are not restricted. In addition, all calls to operator services are disallowed for both residence and business Customers.

The minimum service period is one month. Service is furnished subject to the technical capability.

The Customer indemnifies and saves harmless the Company from any and all claims, losses and damages caused by this restriction of the Customer's long distance calling.

4.14 900 Call Restriction

900 Call Restriction allows Customers to restrict certain types of outgoing calls from being placed over their exchange access lines. 900 Call Restriction is activated when a dialed number is preceded by a 900 prefix. Restricted calls are directed to an announcement.

This service is available where facilities permit. The minimum period for this service is one month.

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.**4.15 Carrier Presubscription****4.15.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

4.15.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A:** Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription
- Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customer's primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F:** Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.

4.15 Carrier Presubscription, Cont'd.

4.15.3 Rules and Regulations

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in Section 5 of this tariff:

4.15.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in Section 5 of this tariff. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.

4.16 Intercept Referral Service

4.16.1 Basic Intercept Referral Service

Basic Intercept Referral Service is a service used when a Customer disconnects service or changes telephone numbers. Calls to the intercepted telephone number are referred to an operator or a recorded message. The announcement states that the called number has been disconnected or changed. If the number is available, it is given to the caller. The number may not be available if it is non-published or the Customer has left the area without providing a forwarding number.

Basic Intercept Referral Service is provided free of charge to Residential Customers for a minimum of thirty (30) days where facilities exist, and the threat of telephone exhaustion is not imminent.

Basic Intercept Referral Service for single line Business Customers shall be available upon request, free of charge, for a minimum of thirty days, or the life of the directory, whichever is greater. However, if the threat of telephone number exhaustion becomes imminent for a particular central office, the Company may reissue a disconnected number prior to the expiration of the directory but no earlier than thirty (30) days after the disconnection of the business telephone number.

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.

4.16 Intercept Referral Service, Cont'd.

4.16.2 Special Intercept Referral Service

This level of service provides the same information as Basic Intercept Referral Service using either an operator-handled or recorded announcement, plus this level of service provides callers with additional information. Two types of additional information are available:

Location Referral Service: provides the caller with the Customer's new street address, city and/or state.

Multiple Referral Service: accepts calls placed to a single disconnected or changed telephone number and refers them to a message which provides several different numbers. Under Multiple Referral Service, calls to the disconnected number may be routed to a recorded announcement or to an operator. Either option is available to the Customer when there are three or less referrals to be given. For more than three referrals, the calls must be routed to an operator. When the calls are routed to an operator, the calling party is queried as to whom they wish to reach, and the appropriate number is provided.

Name Referral Service: provides the caller with the name of the Customer's business and new telephone number.

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.

4.17 Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.

4.18 Trinsic Referral Program

Any existing Trinsic Customer who refers a potential customer to the Trinsic services listed below will receive a one-time credit should the referred customer subscribe to and remain a Trinsic customer for at least 30 days. The referred customer must provide the name of the existing Trinsic Customer who made the referral upon ordering the new Trinsic service. The credit is applied only once to the Customer's next scheduled bill and expires with that bill. The credit does not apply separately for interstate or intrastate service and cannot be redeemed for cash.

SECTION 4.0 -SERVICE DESCRIPTIONS, CONT'D.**4.19 Caller ID**

This feature enable the Customer to view on a display unit the Calling Party Directory Name and/or Number (CPN) on incoming telephone calls.

When Caller ID is activated on a Customer's line, the CPN of incoming calls are displayed at the called CPE during the first, long silent interval of the ringing cycle.

Per line blocking for the blocking of CPN will be available upon request, at no charge only to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers, where an executive officer of the agency registers a need for blocking and provides the required certification to the Company: (1) private, nonprofit, tax exempt, domestic violence intervention agencies and (2) federal, state and local law enforcement agencies. The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but can be deactivated by the Cutomer by dialing an access code immediately prior to placing a call. Line blocking customers can unblock their CPN information on a per call basis, at no charge, by dialing an access code (*82 on their touch tone pad of 1182 from a rotary phone) immediately prior to placing a call.

A Customer may prevent the delivery of their calling name and/or number to the called party by dialing an access code (*67 on their touch tone pad of 1167 from a rotary phone) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking, the CPN will not be transmitted across the line to the called party. Instead, Calling Line Identification Customers will receive an anonymous indicator. This anonymous indicator notifies the Caller ID Customer that the calling party has elected to block the delivery of their name and telephone number. The blocking of CPN will not be provided on calls originating from Customer Owned Pay Telephones. If the Caller ID Customer also subscribes to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising the caller that the called party will not accept calls whose CPN has been blocked.

Any Customer subscribing to Caller ID will be responsible for the provision of a display device which will be located on the Customer's premises. The installation, repair and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the Customer. The Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

Telephone CPN information transmitted via Caller ID is intended solely for teh use of teh Caller ID Subscriber. Resale of this information is prohibited by this tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator handled calls.

SECTION 5.0 - RATES

5.1 Network Exchange Bundled Service

5.1.1 Missouri Home Edition - Standard Service **

Package Price for Standard Service

Monthly Rate

Primary Line \$52.99

Secondary Line \$25.00

Service Connection Fee, one-time charge per line: *

Primary Line \$69.99

Secondary Line \$55.00

1. A monthly allowance of 100 free minutes of interstate and intrastate toll calling. Toll calls are billed in sixty (60) second increments, with an initial period, for billing purposes, of sixty (60) seconds. For toll calls placed away from home, see Trinsic Travel Card Service. (See Trinsic's interexchange telecommunications PSC Mo. No. 1 tariff) Such travel card calls are not included in the monthly toll call allowance for Home Edition - Standard Service.

<u>Toll calls within 100 minute allowance</u>	<u>Per minute rate</u>
Direct Dial Access	\$0.00

<u>Toll calls above 100 minute allowance</u>	<u>Per minute rate</u>
Direct Dial Access	\$0.15

2. Local line and unlimited local calling.
3. Primary Line Custom Calling Features Package: Call Forwarding, Caller ID with Name, Call Waiting with Caller ID with Name, Three-Way Calling and Speed Calling included at no charge.

Secondary Line Custom Calling Features Package: (Call Waiting, Caller ID, Three-Way Calling and Speed Calling) may be added for \$4.95 per month.

4. Standard Service Customers will receive Member to Member service (See Section 5.1.3) no additional charge, included with the Standard Service.
5. Distinctive Ring Calling Feature:

Monthly Recurring Charge Per Feature: \$3.00

***This option grandfathered effective October 12, 2002 and is available to existing customers only.*

* Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Trinsic.

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SECTION 5.0 - RATES, CONT'D.

5.1 Network Exchange Bundled Service

5.1.2 Missouri Home Edition - Basic Service **

Package Price for Missouri Home Edition - Basic Service

Primary Line, per month	\$36.99
Secondary Line, per month	\$25.00
New Service Connection Fee, one-time charge, per line #	
Per Primary Line	\$69.99
Per Secondary Line	\$55.00

A. Basic Service includes the following:

1. A monthly allowance of 30 free minutes of interstate and intrastate toll calling. Toll calls will be billed in sixty (60) second increments, with an initial period, for billing purposes, of sixty (60) seconds. For toll calls placed away from home, see Trinsic Travel Card Service (*See Trinsic's interexchange telecommunications PSC Mo. No. 1 tariff*). Such travel card calls are not included in the monthly toll call allowance for Home Edition - Standard Service.

Toll calls within 30 minute allowance

Direct Dial Access	\$0.00
--------------------	--------

Toll calls above 30 minute allowance

Direct Dial Access	\$0.15
--------------------	--------

2. Local line and unlimited local calling.

B. Feature Pack to include Caller ID with Name, Three-Way Calling and Speed Calling may be purchased at an additional monthly charge.

Feature Pack	\$7.99 per month
--------------	------------------

Secondary Line Custom Calling Features Package: (Call Waiting, Caller ID, Three-Way Calling and Speed Calling) may be added for \$4.95 per month.

C. Ninety (90) additional minutes of interstate or intrastate long distance may be purchased at an additional monthly charge.

90 Direct Dial:	\$7.99 per month
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***This option grandfathered effective October 12, 2002 and is available to existing customers only.*

Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Trinsic.

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SECTION 5.0 - RATES, CONT'D.

5.1 Network Exchange Bundled Service

5.1.2 Missouri Home Edition - Basic Service, (Cont'd.)**

D. Distinctive Ring Calling Feature:

Monthly Recurring Charge Per Feature: \$3.00

SECTION 5.0 - RATES, CONT'D.

5.1 Network Exchange Bundled Service

5.1.3 Member to Member Home Edition Service Add-On

Member to Member Service is available to all Trinsic Customers of a Network Exchange Bundled Service. Member to Member allows Trinsic Customers to call other Trinsic Customers without incurring per call usage charges or depleting the bundled minutes call allowance. Calls under the Member to Member option must originate on and terminate to a telephone number presubscribed to a Trinsic Network Exchange Bundled Service. Customers are not required to identify Customers in their calling circle. Such identification will be handled by the Company's network.

Member to Member calling between Trinsic Customers applies to both intrastate and interstate calling. There is no limit to the number of minutes included in Member to Member.

This service is available with Trinsic services where noted in the description of each service.

SECTION 5.0 - RATES, CONT'D.**5.1 Network Exchange Bundled Service****5.1.4 TrinsicHome Unlimited**

Package Price for TrinsicHome Unlimited

Primary Line, per month	
UNE Zones 1:	\$55.99
UNE Zone 2:	\$61.99
UNE Zone 3:	\$65.99
UNE Zone 4:	\$61.99
Secondary Line, per month	
UNE Zones 1:	\$35.00
UNE Zone 2:	\$41.00
UNE Zone 3:	\$45.00
UNE Zone 4:	\$41.00
New Service Connection Fee, one-time charge, per line #	
Per Primary Line:	\$69.99
Per Secondary Line:	\$55.00

This service is for use by Residential Customers for the purpose of individual-to-individual two-way residential voice applications. If the Customer uses Trinsic Unlimited Service for non-residential purposes, including but not limited to commercial facsimile, resale, telemarketing, dial-up internet connections, autodialing, three-way calling or voice chat line services, or home office use, the Company may, without notice, suspend, restrict, or cancel the Customer's service or may adjust Customer's service to another plan.

Customers may choose to handle payment through a commercial credit card arrangement. Customers will be able to access call detail and billing records on-line via the myzline.com web site.

Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Trinsic.

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SECTION 5.0 - RATES, CONT'D.

5.1 Network Exchange Bundled Service

5.1.4 TrinsicHome Unlimited

A. TrinsicHome Unlimited includes the following, (cont'd.):

1. Unlimited toll calling. For toll calls placed away from home, see *Trinsic's Interexchange Telecommunications Tariff PSC Mo. No. 1 Tariff*. Such travel card calls are not included in the monthly toll call allowance for TrinsicHome Unlimited.

2. Local line and unlimited local calling

3. Primary Line Custom Calling Features Package: Caller ID with Name, Call Waiting with Caller ID with Name, Call Forwarding Variable, Call Trace, Three-Way Calling and Speed Calling included at no charge.

Secondary Line Custom Calling Features Package: Call Forwarding Variable, Call Trace, Call Waiting, Caller ID, Three-Way Calling and Speed Calling may be added for \$4.95 per month.

4. Member to Member Service

SECTION 5.0 - RATES, CONT'D.

5.1 Network Exchange Bundled Service**5.1.5 TrinsicHome Select ****

Package Price for TrinsicHome Select

Primary Line, per month	
UNE Zone 1:	\$35.99
UNE Zone 2:	\$45.99
UNE Zone 3:	\$49.99
UNE Zone 4:	\$45.99
Secondary Line, per month	
UNE Zone 1:	\$35.00
UNE Zone 2:	\$41.00
UNE Zone 3:	\$45.00
UNE Zone 4:	\$41.00
New Service Connection Fee, one-time charge, per line #	
Per Primary Line:	\$69.99
Per Secondary Line:	\$55.00

Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Trinsic.

**This option grandfathered effective September 27, 2003 and is available to existing customers only.

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SECTION 5.0 - RATES, CONT'D.

5.1 Network Exchange Bundled Service

5.1.5 TrinsicHome Select **

A. TrinsicHome Select includes the following, (cont'd.):

1. A monthly allowance of 50 free minutes of interstate and intrastate toll calling. Toll calls will be billed in sixty (60) second increments. For toll calls placed away from home, see Trinsic's *Interexchange Telecommunications Tariff PSC Mo. No. 1 Tariff*.) Such travel card calls are not included in the monthly toll call allowance for TrinsicHome Select.

Toll calls within 50 minute allowance

Direct Dial Access	\$0.00
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Toll calls above 50 minute allowance

Direct Dial Access	\$0.07
--------------------	--------

2. Local line and unlimited local calling.
3. Primary Line Custom Calling Features Package: Call Forwarding, Caller ID with Name, Call Waiting with Caller ID with Name, Call Forwarding Variable, Call Blocking, Call Trace, Three-Way Calling and Speed Calling included at no charge.

Secondary Line Custom Calling Features Package: Call Forwarding Variable, Call Blocking and Call Trace, Call Waiting, Caller ID, Three-Way Calling and Speed Calling may be added for \$4.95 per month.
4. Member to Member Service.
5. The following additional custom calling features are available with this service.

	Per Month
Distinctive Ring	\$3.00
VIP Alert:	\$2.00
Privacy Manager:	\$2.00

***This option grandfathered effective September 27, 2003 and is available to existing customers only.*

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SECTION 5.0 - RATES, CONT'D.

5.1 Network Exchange Bundled Service

5.1.6 TrinsicBUSINESS A La Carte Service **

A. Local Exchange Service

.1 Local Access Line

Local Business Line	
Monthly Rate	\$27.99
Service Connection Fee, one-time charge per line ¹	
Per Line	\$49.99

¹Service Connection fee is waived for those customers who retain their existing telephone number when switching their service to Trinsic. The charge will apply if additional lines are transferred to Trinsic after the initial order.

***This service grandfathered effective June 26, 2003 and is available to existing Customers only.*

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SECTION 5.0 - RATES, CONT'D.

5.1 Network Exchange Bundled Service

5.1.6 TrinsicBUSINESS A La Carte Service, (Cont'd.) **

B. Toll Service

.1 Long Distance Service

Long distance service is billed in six (6) second increments.

Rate Per Minute: \$0.089

2. Long Distance Calling Packs

Customers may choose to purchase Long Distance Calling Packs which provide a set number of long distance calling minutes for a flat rate per month. Toll Free Service is not included in Long Distance Calling Packs. Minutes above the purchased Calling Pack are billed in six (6) second increments.

	LD Minutes	LD Minutes Pack	Monthly Rate	Intrastate Overage
1,000 Long Distance Minutes Pack			\$59.00	\$0.079
5,000 Long Distance Minutes Pack			\$245.00	\$0.069

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SECTION 5.0 - RATES, CONT'D.**5.1 Network Exchange Bundled Service****5.1.6 TrinsicBUSINESS A La Carte Service, (Cont'd.) ******C. Toll Free Service**

Toll Free Service is available to Customers for incoming calls. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided business switched access line. TrinsicBusiness A La Carte Customers who migrate their long distance service to another carrier, but who retain Trinsic as the local service provider will keep Trinsic Toll Free Service until such time as that service is specifically identified as having migrated to another carrier. Call charges are billed to the Subscriber rather than to the originating caller. Rates are neither time-of-day sensitive nor mileage sensitive. Calls are billed in six (6) second increments. Rates are not mileage or time-of-day sensitive. A Monthly Recurring Charge applies in addition to usage rates.

Rate per minute:	\$0.069
Monthly Recurring Charge Per toll free access line	\$3.00
Toll Free Service Installation	\$20.00
Vanity Toll Free Number Search	\$ 9.99

***This service grandfathered effective June 26, 2003 and is available to existing Customers only.*

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SECTION 5.0 - RATES, CONT'D.

5.1 Network Exchange Bundled Service**5.1.6 TrinsicBUSINESS A La Carte Service, (Cont'd.) ******D. Business Network Rate Service**

Calls are billed in six (6) second increments after the initial minimum period of six (6) seconds and originate and terminate on Customer-provided switched access lines. Rates are not mileage or time-of-day sensitive.

Rate per minute: \$0.039

E. Calling Features**a. Rates**

.1	Monthly Rates, per Feature:	\$3.00
.2	Monthly Rate, Feature Pack, (3 or more features):	\$9.00

F. Remote Call Forwarding (RCF) Service

The calling party pays only the applicable charges to call the number equipped with an RCF feature, while the RCF customer pays the applicable charges for the forwarded portion of the call.

.1 Usage Charges

Minutes of use are decremented from the available minutes in the presubscribed service purchased by the Customer. Minutes used in excess of the allotted minutes will be billed at the rate in effect for the presubscribed service. (See Section 5.1.6 of this tariff).

.2 Monthly Recurring Charge

Per line: \$15.00

***This service grandfathered effective June 26, 2003 and is available to existing Customers only.*

SECTION 5.0 - RATES, CONT'D.

5.1 Network Exchange Bundled Service

5.1.7 Trinsic Home Office

Package Price for Trinsic Home Office:

Primary Line, per month:	\$65.99
Service Connection Fee, one-time charge per line #:	\$69.99

A. Trinsic Home Office includes the following:

1. A monthly allowance of 1000 free minutes of interstate and intrastate toll calling. Toll calls will be billed in sixty (60) second increments. For toll calls placed away from home, see Trinsic Travel Card in the Company's PSC MO Tariff No. 1. Such travel card calls are not included in the monthly toll call allowance for Trinsic Home Office.

Toll calls within 1000 minute allowance

Direct Dial Access:	\$0.00
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Toll calls above 1000 minute allowance

Direct Dial Access:	\$0.104
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2. Local line and unlimited local calling.
3. Calling Features Package: Caller ID with Name, Call Waiting with Caller ID with Name, Call Forwarding Variable, Call Trace, Three-Way Calling and Speed Calling included at no charge.

Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Trinsic.

SECTION 5.0 - RATES, CONT'D.

5.1 Network Exchange Bundled Service

5.1.8 TrinsicHOME Basic Service with PVA

A. Rates

Primary Line, per month	
UNE Zones 1:	\$21.99
UNE Zone 2:	\$27.99
UNE Zone 3:	\$31.99
UNE Zone 4:	\$27.99
Secondary Line, per month	
UNE Zones 1:	\$21.99
UNE Zone 2:	\$27.99
UNE Zone 3:	\$31.99
UNE Zone 4:	\$27.99
New Service Connection Fee, one-time charge, per line #	
Per Primary Line:	\$69.99
Per Secondary Line:	\$55.00

B. Custom Calling Features Package: An optional Feature Pack to include Caller ID/Caller ID with Name, Three-Way Calling and Speed Calling and Call Forwarding Variable may be purchased at an additional monthly charge. This Feature Package may be added to the Primary and Additional line.

Feature Pack, per month:	\$4.95
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C. Intrastate long distance may be utilized with this service.

Direct Dial rate per minute:	\$0.070
Call completion through PVA per minute:	\$0.070

D. Member to Member Service is included at no charge.

Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Trinsic.

SECTION 5.0 - RATES, CONT'D.

5.1 Network Exchange Bundled Service

5.1.8 TrinsicHOME Select Service with PVA

A. Rates

Primary Line, per month	
UNE Zones 1:	\$35.99
UNE Zone 2:	\$45.99
UNE Zone 3:	\$49.99
UNE Zone 4:	\$45.99
Secondary Line, per month	
UNE Zones 1:	\$35.00
UNE Zone 2:	\$41.00
UNE Zone 3:	\$45.00
UNE Zone 4:	\$41.00
New Service Connection Fee, one-time charge, per line #	
Per Primary Line:	\$69.99
Per Secondary Line:	\$55.00

B. Intrastate long distance may be utilized with this service.

Direct Dial rate per minute:	\$0.070
Call completion through PVA per minute:	\$0.070

C. Member to Member Service is included at no charge.

Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Trinsic.

SECTION 5.0 - RATES, CONT'D.

5.1 Network Exchange Bundled Service

5.1.9 Business Simplicity Service

A. Outbound Service

Primary Line, per month	\$59.99
Additional Lines, per month:	\$49.99
New Service Connection Fee, one-time charge, per line #	
Per Primary Line:	\$49.99
Per Secondary Line:	\$49.99

B. Feature Packages

Custom Calling Feature Package for Additional Lines includes Caller ID, Call Waiting, Three-Way Calling, Speed Dial and Call Forwarding.

Monthly Rate:	\$4.95
---------------	--------

Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Trinsic.

SECTION 5.0 - RATES, CONT'D.

5.1 Network Exchange Bundled Service

5.1.9 Business Simplicity Service, (Cont'd.)

C. Toll Free Service

Call charges are billed to the Subscriber rather than to the originating caller. Rates are neither time-of-day sensitive nor mileage sensitive. Calls are billed in six (6) second increments. Rates are not mileage or time-of-day sensitive. A Monthly Recurring Charge applies in addition to usage rates.

Rate per minute:	\$0.049
Monthly Recurring Charge, Per toll free access line:	\$3.00
Toll Free Service Installation: *	\$20.00
Vanity Toll Free Number Search:	\$9.99

D. Travel Card Service

Calls are billed in six (6) second increments.

Rate Per Minute:	\$0.049
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*The Toll Free Service Installation charge is not applied when a customer migrates from another telephone company, or if Toll Free Service is included with the initial order for service.

SECTION 5.0 - RATES, CONT'D.

5.2 Trinsic Business Plus Service

5.2.1 Local Exchange Service

A. Local Business Line

A local exchange line with unlimited local calling includes Hunting only if Customers request the Hunting calling feature when placing the order for service.

	<u>SBC</u>	<u>Century Telephone</u>
Monthly Rate:	\$29.00	\$48.00
Service Connection Fee, one-time charge per line ¹		
Per Line:	\$49.99	\$49.99

Customers who sign a one (1) or two (2) year agreement will, based upon contract term and number of access lines, subscribed to Trinsic in this state or nationwide, receive a percentage discount on Business Plus local exchange service as noted below. The percentage discount does not apply to FCC line charges.

<u>Lines</u>	<u>Term</u>	
	<u>1 Year</u>	<u>2 Year</u>
200	5%	5%
1000	10%	15%
2000	15%	16%

B. Calling Features

The following Calling features are available at an additional monthly recurring charge: Call Forwarding; Call Forwarding-Busy; Call Forwarding-No Answer; Speed Calling; Caller ID; Call Waiting, Three-Way Calling, and Distinctive Ring, as described in Section 4.2.1.F.

	<u>SBC</u>	<u>Century Telephone</u>
Monthly Recurring Charge Per Feature:	\$3.00	\$3.00
Monthly Recurring Charge, Feature Pack (3 or more):	\$9.00	\$9.00

¹ Service Connection fee is waived for those customers who retain their existing telephone number when switching their service to Trinsic. The charge will apply if additional lines are transferred to Trinsic after the initial order.

SECTION 5.0 - RATES, CONT'D.

5.2 Trinsic Business Plus Service

5.2.2 Trinsic Business Plus Toll Service

For a full description and rates of the long distance portion of Trinsic Business Plus Service please see Trinsic's PSC MO Tariff No. 1.

5.2.3 Trinsic Business Plus Toll Free Service

For a full description and rates of the long distance portion of Trinsic Business Plus Service please see Trinsic's PSC MO Tariff No. 1.

5.2.4 Travel Card Service

For a full description and rates of the long distance portion of Trinsic Business Plus Service please see Trinsic's PSC MO Tariff No. 1.

5.2.5 Business Network Service

For a full description and rates of the long distance portion of Trinsic Business Plus Service please see Trinsic's PSC MO Tariff No. 1.

SECTION 5.0 - RATES, CONT'D.

5.2 Trinsic Business Plus Service

5.2.6 Remote Call Forwarding (RCF) Service

A. Usage Charges

Minutes of use are decremented from the available minutes in the presubscribed service purchased by the Customer. Minutes used in excess of the allotted minutes will be billed at the rate in effect for the presubscribed service. (See Section 5.2 of this tariff).

B. Monthly Recurring Charge

	<u>SBC</u>	<u>Century Telephone</u>
Per line:	\$15.00	\$15.00

SECTION 5.0 - RATES, CONT'D.

5.3 Stand Alone Local Exchange Service

Recurring charges for Stand Alone Local Exchange Service are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Stand Alone Service:	<u>Per Month</u>
Primary Line	\$32.49
Service Connection Fee, one-time charge per line:	
Primary Line	\$69.99

SECTION 5.0 - RATES, CONT'D.**5.4 Service Order and Change Charges**

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's primary interexchange carrier (PIC) code.

	<u>Residence</u>	<u>Business</u>
<u>Service Order Charges</u>		
Primary Service Connection Charge	*	*
Secondary Service Connection Charge	*	*
Transfer of Service Charge, Primary Line	\$69.99	\$49.99
Transfer of Service Charge, Secondary Line	\$55.00	\$49.99
Technician Dispatch Charge	\$69.99	\$200.00
Service Order Charge	N/A	\$9.99
Toll Free Directory Listing	N/A	\$10.00
 Missed Appointment Charge	 N/A	 \$100.00
<u>Change Order Service Charges</u>		
Feature or Feature Pack Change Order	\$9.99	\$9.99
Toll Restriction Fee Order	\$9.99	\$9.99
Telephone Number Change Order	\$9.99	\$9.99
Long Distance Minutes Pack Change Order	\$9.99	\$9.99
Listing Change Charge	\$9.99	\$9.99
Home Edition Change Charge	\$9.99	N/A
 <u>Record Change</u>	 No charge	 No charge
<u>Miscellaneous Charges</u>		
Duplicate Invoice	\$5.00	\$5.00
Call Detail Report	\$5.00	\$5.00

* Service Connection charges are listed with the rates for each specific service tariffed.

SECTION 5.0 - RATES, CONT'D.

5.5 Restoration of Service

	<u>Residence</u>	<u>Business</u>
Per occasion:	\$35.00	\$49.99

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Ron Walters, Regional Vice President
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601 South Harbour Island Boulevard, Suite 220
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SECTION 5.0 - RATES, CONT'D.

5.6 Optional Calling Features

A. Rates

FEATURE	Residential Charge	Maximum Monthly Charge	Business Charge	Maximum Monthly Charge
Call Tracing - per use	\$6.00	n/a	\$6.00	n/a
Auto Redial, (*66) - per use	\$0.75	\$6.00	\$0.75	\$6.00
Three-Way Calling	\$0.75	\$6.00	\$0.75	\$6.00
Call Return, (*69) - per use	\$0.75	\$6.00	\$0.75	\$6.00
Calling Number Delivery Blocking, Per Line	No Charge	No Charge	No Charge	No Charge
Calling Number Delivery Blocking, Per Call	No Charge	No Charge	No Charge	No Charge
	Per Month	N/A	Per Month	N/A
Call Blocking	\$3.00	N/A	\$3.00	N/A
VIP Alert	\$3.00	N/A	\$3.00	N/A

SECTION 5.0 - RATES, CONT'D.

5.7 Directory Assistance Services

5.7.1 Directory Assistance

A. Rates

A maximum of two requests will be allowed per call. Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator including requests for listings that are non-published, non-listed or not found.

	Per query charge	
	Residential	Business
Basic Directory Assistance		
Direct dialed	\$0.99	\$0.51
Billed to third number, special billing number or Calling Card		
Initial query	\$1.04	\$1.04
Additional query	\$0.51	\$0.51
National Directory Assistance		
Sent-Paid	\$1.25	\$1.02
Alternately Billed	\$1.25	\$1.10
PVA - Directory Assistance	\$0.43	\$0.43

SECTION 5.0 - RATES, CONT'D.

5.7 Directory Assistance Services, Cont'd.

5.7.2 Directory Assistance Call Completion

A. Rates

The rates set forth below for DACC are in addition to the Directory Assistance rate, as well as the local or toll usage, if applicable.

	<u>Per Call Basis</u>
Rate Per Call:	\$0.30

SECTION 5.0 - RATES, CONT'D.

5.8 Local Operator Service

Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call:

5.8.1 Local and IntraLATA Per Call Service Charges:

	<u>Rate per call</u>
Calling Card	
Non-Automated	\$1.15
Semi-Automated	\$0.70
Fully-Automated	\$0.35
Collect	
Non-Automated	\$1.15
Semi-Automated	\$0.95
Fully-Automated	\$0.75
Billed to a Third Number	
Non-Automated	\$1.15
Semi-Automated	\$0.95
Fully-Automated	\$0.75
Person-to-person	
Non-Automated	\$2.55
Semi-Automated	\$2.15

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SECTION 5.0 - RATES, CONT'D.

5.9 Busy Line Verification and Line Interrupt Service

5.9.1 Rates

	<u>Per call</u>
Busy Line Verification, per request	\$2.25
Emergency Interruption	\$3.00

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SECTION 5.0 - RATES, CONT'D.**5.10 Directory Listing Service****5.10.1 Rates and Charges**

	<u>Monthly Rate</u>
Primary Listings	\$0.00
Additional Listings	
Residence	\$2.00
Business	\$2.00
Alternate Listings	
Residence	\$2.00
Business	\$2.00
Extra Lines	
Residence	\$2.00
Business	\$2.00
Nonlisted Service	\$2.00
Nonpublished Service	\$2.00)
Toll-Free Directory Listings, each	
Residence	N/A
Business	\$15.00
Straight Line Under Listings, each	
Residence	N/A
Business	\$2.00
Captions and Subcaptions Listings	
Residence	N/A
Business	\$2.00

For non-recurring charges associated with a customer-initiated change in a directory listing, see Section 5.4 of this tariff.

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SECTION 5.0 - RATES, CONT'D.

5.11 Toll Restriction

5.11.1 Rates

	<u>Business</u>	<u>Residence</u>
Monthly Rate	\$20.00	\$3.00
Nonrecurring Charge	\$ 5.50	\$4.75
Installation when adding to an existing line	\$ 2.75	\$2.75

5.12 900 Call Restriction

5.12.1 Rates

Residence	No Charge
Business	\$18.25 Nonrecurring Charge

SECTION 5.0 - RATES, CONT'D.

5.13 Carrier Presubscription

5.13.1 Presubscription Charges

A. Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

B. Nonrecurring Charges

Per business or residence line, trunk, or port: \$5.00

SECTION 5.0 - RATES, CONT'D.**5.14 Intercept Referral Service****5.14.1 Rates and Charges**

The charges shown below are Nonrecurring. No other charges apply except for those listed in this Section. Referral service is available until the expiration of the Directory.

Basic Intercept Referral Service No charge

Special Intercept Referral Service

	<u>Up to 90 days</u>	<u>91-180 days</u>	<u>181-365 days</u>
Location Intercept Referral	\$48.00	\$96.00	\$144.00
Multiple Intercept Referral			
Fully Automated	\$66.00	\$132.00	\$198.00
Operator Handled	\$108.00	\$216.00	\$324.00
Name Intercept	\$48.00	\$96.00	\$144.00

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SECTION 5.0 - RATES, CONT'D.

5.15 Public Telephone Surcharge

	Residential	Business
Rate Per Call	\$0.60	\$0.30

5.16 Trinsic Referral Program

Referral Credit	\$20.00
-----------------	---------

SECTION 6.0 - ACCESS SERVICES

6.1 General

Rates and regulations for the Company's Access Services may be found in the Company's P.S.C. MO. No. 3.

SECTION 7.0 - SPECIAL ARRANGEMENTS

7.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

ICB rates will be structured to recover the Company's cost of providing the service. Terms of specific ICB arrangements will be made available to the Commission upon request on a proprietary basis. ICB rates will not be used for switched services.

7.2 Contract Service Arrangements

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

SECTION 8.0 - PROMOTIONAL OFFERINGS

8.1 Special Promotions

8.1 General

The telephone company may from time to time engage in special promotional service offerings designed to attract new customers or to promote existing Services. Such promotional service offerings shall be subject to specific dates, times, and/or locations, and shall be subject to prior notification to and approval by the Commission.

8.2 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type and duration of service provided will be at the Company's discretion.

8.3 \$20 Credit

To incent potential customers to purchase any Home Edition Service, Trinsic will offer a one-time \$20 credit to Customers who presubscribe to any Home Edition Service. The \$20 credit will be applied to the Home Edition monthly recurring charge. No other call types, fees, surcharges or taxes or charges that appear on the same bill are eligible for the credit. This promotion will be offered across multiple sales channels, including but not limited to a coupon on the Company's web site, through telemarketing, direct mail and joint marketing sales channels. The \$20 credit offer is available to new Customers only and may not be combined with any other promotional offering except the Credit Card Billing Promotion. This promotion will be effective April 27, 2001 and continue through April 26, 2002.

SECTION 8.0 - PROMOTIONAL OFFERINGS

8.1 Special Promotions, (Cont'd.)

8.4 Winback Promotion

In order to win back previous Trinsic Home Edition Customers who have discontinued service, the Company will offer a credit on the Customer's bill if the Customer subscribes again to any Trinsic Home Edition Service. The credit will consist of paying any past balance due Trinsic from previous service up to \$25 or \$25 in the case of Customers without a past due balance. This promotion will be effective April 27, 2001 and continue through April 26, 2002.

8.5 Trinsic Business Plus Promotion

Beginning May 19, 2004 and continuing through June 19, 2004, any business Customer who commits via contract to 2500 local exchange lines presubscribed to Trinsic's Business Plus Service and who simultaneously commits to utilize the company's Conference Calling Service as presented in the Company's Interstate and International Product and Services Guide will receive an 18% discount on the monthly recurring charge for each presubscribed Business Plus Service line. The commitment for this service will be in writing. A contract term is not required. The per minute rates associated with this service will be billed at the tariffed rate.

8.6 Business Simplicity - Free Months Promotion

Beginning with the effective date of this filing, (May 19, 2004) and continuing through June 30, 2004, new Trinsic Customers who subscribe to Business Simplicity Service may subscribe for a term commitment of 1 year or 2 years. Term Customers will receive a credit on their bill equal to the monthly recurring charge of the primary and additional lines presubscribed to this service based on the schedule as follows:

One (1) year term commitment Customers will receive a credit for all primary and additional lines presubscribed to this service for the 6th month of service. The credit will appear on the month 7 invoice.

Customers who subscribe for a two (2) year term commitment will receive a credit for all primary and additional lines presubscribed to this service for the 6th and 18th months of service. The credit will appear on the month 7 and month 19 invoices respectively.

Lines that are disconnected prior to the end of the term of the contract will have a \$150.00 per line termination penalty unless a replacement line is put in place at the same time, as in the case of a move.

SECTION 8.0 - PROMOTIONAL OFFERINGS

8.1 Special Promotions, (Cont'd.)

8.7 TrinsicHOME 1st and 6th Month Free Promotion

New Trinsic Customers who subscribe to TrinsicHOME Unlimited, Select with PVA or Basic with PVA service plans will have their 1st and 6th month's Monthly Recurring Charge (MRC)¹ waived for the primary line. Customers must make timely payment of their Monthly Recurring Charges through the 5th month of service in order to retain eligibility for the waiver of the MRC in the 6th month.

This promotion is available from November 5, 2004 until November 1, 2005.

¹ Taxes and regulatory surcharges and fees and services billed on a usage basis are not included.

SECTION 9.0 - CUSTOMER INFORMATION BULLETIN

- 9.1** At the time of sale when the residential customer signs up for service, the Company provides each customer a Customer Information Bulletin which contains an itemized account of the charges for the equipment and service for which the customer has contracted and other information. This shall be hand delivered to the customer, the form of which will be as follows:

IMPORTANT CUSTOMER INFORMATION FOR YOUR REVIEW

Rights and Responsibilities of Missouri Residential Telephone Customers

This information is provided in accordance with the rules of the Missouri Public Service Commission and explains your rights and responsibilities as a residential telephone customer.

Your Telephone Bill

You'll receive a telephone bill from us each month. Trinsic provides basic local exchange services and basic local exchange service bundled with long distance and other nonregulated services. The Company does not require a deposit for service. Payment in full is due within 30 days of the date of the bill. If we do not receive your payment your service is subject to suspension or disconnection. When paying by mail, be sure to allow enough time for your payment to reach us by the due date.

Payment Arrangements

Payment must be sent to Trinsic Communications, Inc. and may be made in the form of a Money Order, personal check or Certified Check. If you are temporarily having difficulty paying your telephone bill, please call Trinsic Communications, Inc. at (800)-511-4572 24 hours a day, 7 days a week. By doing this, you may avoid having your telephone service suspended or disconnected. Your service shall not be discontinued unless written notice by first-class mail is sent to you at least ten days prior to the date of the proposed discontinuance.

SECTION 9.0 - CUSTOMER INFORMATION BULLETIN, CONT'D.

Disconnection or Suspension of Telephone Service

Your telephone service is subject to suspension and disconnection for any of the reasons listed below. If you do not resolve the reason for suspension or disconnection, your service will first be suspended. If service is suspended, your telephone number is reserved for five days, and if you are reconnected within that time the charge is only \$15.11. If the reason for suspension has not been resolved within the 5 day period of suspension, your service will be disconnected. If service is disconnected, a new telephone number will be assigned and you will be again required to pay a Processing Fee of \$49.99.

Your service may be suspended or disconnected for any of the following reasons:

1. Nonpayment of an undisputed delinquent account. Your service will not be discontinued for nonpayment of a delinquent charge until Trinsic has notified you in writing at least ten (10) days in advance of the suspension or discontinuance. Additionally, Trinsic Communications, Inc. will make reasonable efforts to contact you at least 24 hours in advance prior to disconnecting your telephone service.
2. Unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment.
3. Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment.
4. Misrepresentation of the identity in obtaining telephone utility service.
5. Incurs charges and evidences an intent not to pay such charges when due, including calls to 900 numbers, and long distance calls billed to the number.
6. The Company will postpone a discontinuance for a time not in excess of 21 days if the telephone is necessary to obtain emergency medical assistance for a person who is a member of the household where the service is provided and where such a person is under the care of a physician. Any person who alleges such an emergency shall, if requested, provide the Company with reasonable evidence of such necessity.

Re-Connection of Service

After local telephone service has been suspended or disconnected, Trinsic Communications, Inc. will restore your service when the reason for suspension or disconnection has been remedied. Before restoring your service, the following will be required:

SECTION 9.0 - CUSTOMER INFORMATION BULLETIN, CONT'D.

1. Payment for all undisputed amounts must be received by Trinsic Communications, Inc. or its authorized Agent.
2. The Processing Fee of \$49.99 must be paid again if your service has been disconnected. The processing fee will NOT be charged if your service has been suspended. If your service has been suspended you will be charged however, a Re-connection fee of \$15.11. Re-connection must be made during the five day suspension period.

Procedures for Handling Billing Questions, other Inquiries and Complaints

Questions about your bill and other telephone inquiries may be made directly by calling **Trinsic Communications, Inc.** twenty-four (24) hours a day, seven (7) days a week by dialing 1-800-511-4572. Written inquiries may be directed by fax to: (813) 233-4620. Written inquiries may also be directed to:

Trinsic Communications, Inc.
601 South Harbour Island Boulevard, Suite 220
Tampa, Florida 33602

Filing a Complaint with the Missouri Public Service Commission

If Trinsic Communications, Inc. cannot resolve your complaint, you may call the Missouri Public Service Commission, located at 200 Madison Street, Suite 100, Jefferson City, Missouri 65102, toll-free at 1-800-392-4211 to file an informal complaint.

If your complaint cannot be resolved informally, you may file a formal complaint in writing with the Missouri Public Service Commission at their mailing address: 200 Madison Street, Suite 100, Jefferson City, Missouri 65102.

Also, the Missouri Office of the Public Counsel, representing the public before the Public Service Commission, has an office at 200 Madison Street, Suite 600, Jefferson City, Missouri 65101. The Public Counsel's telephone number is 1-573-751-4857.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

This tariff, Missouri Tariff No. 3 filed by Trinsic Communications, Inc., formerly known as Z-Tel Communications, Inc., cancels and replaces, in its entirety, the current tariff on file with the Commission, Missouri Tariff No. 3, issued by Z-Tel Communications, Inc.

MISSOURI

TELECOMMUNICATIONS ACCESS SERVICES TARIFF

OF

Trinsic Communications, Inc.

This rate sheet contains the descriptions, regulations and rates applicable to the furnishing of competitive access service and facilities for telecommunications services provided by Trinsic Communications, Inc. ("Trinsic") within the State of Missouri. This rate sheet is on file with the Missouri Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 601 South Harbour Island Boulevard, Suite 220, Tampa, Florida 33602.

Issued: December 13, 2004

Effective: January 13, 2005

Ron Walters, Regional Vice President
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601 South Harbour Island Boulevard, Suite 220
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MOa0501

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SYMBOLS

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

- D** Delete or discontinue.
- I** Change resulting in an increase to a customer's bill.
- M** Moved from another tariff location.
- N** New.
- 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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MOa0501

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the page in effect. Consult the Check Sheet for the page currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to the 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).

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff for the Access Services of this Company are defined below.

Access Code: A uniform seven digit code assigned by the Company to an individual Customer. The seven digit code has the form 950-XXXX or 101XXXX.

Access Service: Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Co-Carrier: Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

Commission: The Missouri Public Service Commission.

Common Channel Signaling (CCS): A high-speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 1 - DEFINITIONS, (Cont'd.)

Company: Trinsic Communications, Inc., issuer of this tariff

Constructive Order: Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer.

Customer: The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

8XX Data Base Access Service: The term "8XX Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used.

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Entrance Facility: A trunk facility connecting the Customer's point of presence with the local switching center.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Inter-MTA Traffic - Wireless traffic originating on the network of a CMRS provider within one MTA and terminating to the Company's end-user subscribers in another MTA.

Intra-MTA Traffic - Wireless traffic originating on the network of a CMRS provider within a MTA and terminating to the Company's end-user subscribers in the same MTA.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 1 - DEFINITIONS, (Cont'd.)

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire 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 for the provision and administration of communications services.

Line Information Data Base (LIDB): The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access: The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Local Traffic: Traffic is "Local Traffic" under this tariff is: (i) the call originates and terminates in the same exchange area; or (ii) the call originates and terminates within different Trinsic Exchanges that share a common mandatory local calling area, e.g., a mandatory Extended Local Calling Service (ELCS) or Extended Area Service areas (EAS) or other like types of mandatory local calling scopes.

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.

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COMPETTIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 1 - DEFINITIONS, (Cont'd.)

Mutual Traffic Exchange: A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

Network Services: The Company's telecommunications Access Services offered on the Company's Network.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

Optional Expanded Area Service Traffic (OEAS): Optional service found in large urban areas financed by separate charge on end users that elect service as defined by a tariffed approved by the Commission.

On-Hook: The idle condition of switched access or a telephone exchange service line.

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 1 - DEFINITIONS, (Cont'd.)

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

Service Order: The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff.

Service(s): The Company's telecommunications Access Services offered on the Company's Network.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this tariff.

Trinsic: Trinsic Communications, Inc., issuer of this tariff.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Wireless Provider: Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of Trinsic Communications, Inc.****2.1.1 Scope**

Trinsic's services offered pursuant to this Tariff are furnished for Switched Access Service. Trinsic may offer these services over its own or resold facilities.

Trinsic installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. Trinsic may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Trinsic network. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.
- C. The provisioning and restoration of service in emergencies 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.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Trinsic Communications, Inc., (Cont'd.)

2.1.3 Terms and Conditions

- A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or originating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.
- C. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.D below.
- D. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Trinsic Communications, Inc., (Cont'd.)

2.1.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

- B. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Trinsic Communications, Inc., (Cont'd.)

2.1.4 Liability of the Company, (cont'd.)

- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.

- D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Trinsic Communications, Inc., (Cont'd.)

2.1.4 Liability of the Company, (cont'd.)

- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.
- G. The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Trinsic Communications, Inc., (Cont'd.)

2.1.4 Liability of the Company, (cont'd.)

- H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

- I. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Trinsic Communications, Inc., (Cont'd.)

2.1.4 Liability of the Company, (cont'd.)

- J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.
- L. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company services.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.1 Undertaking of Trinsic Communications, Inc., (Cont'd.)****2.1.4 Liability of the Company, (cont'd.)**

- M. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.
- N. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Trinsic Communications, Inc., (Cont'd.)

2.1.5 Notification of Service-Affecting Activities

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

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Trinsic Communications, Inc., (Cont'd.)

2.1.6 Provisions of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Trinsic Communications, Inc., (Cont'd.)

2.1.6 Provisions of Equipment and Facilities, (cont'd.)

- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
 2. the reception of signals by Customer-provided equipment; or
 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.
- H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.1 Undertaking of Trinsic Communications, Inc., (Cont'd.)****2.1.7 Non-routine Installation**

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

2.1.8 Special Construction

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

- A. where facilities are not presently available and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. where facilities are requested in a quantity greater than that which the Company would normally construct;
- E. where installation is on an expedited basis;

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Trinsic Communications, Inc., (Cont'd.)

2.1.8 Special Construction, (cont'd.)

- F. on a temporary basis until permanent facilities are available;
- G. installation involving abnormal costs; or
- H. in advance of its normal construction schedules.

Special construction charges for Switched Access Service will be determined on an individual use basis.

2.1.9 Ownership of Facilities

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

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.1 The Customer shall be responsible for, (cont'd.):

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.2 Claims

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

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

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.3 Jurisdictional Reporting**

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

- A. Originating Access: Originating access minutes is only traffic originating from the Company Local Switching Center(s). The Customer should provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

- B. Terminating Access: For Feature Group D Switched Access Service(s), the Customer should provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Sections 2.3.3.D below.

If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

- C. Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.3 Jurisdictional Reporting, (cont'd.)**

- D. Effective on the first of January, April, July and October of each year the Customer should update its interstate and intrastate jurisdictional report. The Customer should forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in 2.3.3A and 2.3.3B above.
- E. Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.3 Jurisdictional Reporting, (cont'd.)

(cont'd.)

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, as its own expense, has the right to retain an independent auditing firm.

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.4.2 Station Equipment, (cont'd.)

- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.4 Customer Equipment and Channels, (Cont'd.)****2.4.4 Inspections**

- A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Payment Arrangements**2.5.1 Payment for Service**

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

A. Taxes

All charges and fees subject to MoPSC jurisdiction, except taxes and franchise fees, will be submitted to the MoPSC for prior approval.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges

Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this Tariff attributable to services established, provided, or discontinued during the preceding billing period. Any known unbilled charges for prior periods and any known adjustments also will be applied to the current bill.

Non-Recurring Charges are due and payable within 30 days after the invoice date.

The Company shall present invoices for all Charges monthly to the Customer.

Amounts not paid within 30 days after the date of invoice will be considered past due. Trinsic will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 30 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedures.

Any disputed charges must be paid when due. After the dispute is settled, the Customer will be credited with any payments in excess of those actually due the Company. The Company will also remit interest for all such credited amounts. Interest will be paid at rate required by the Commission for customer deposits.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability.
- E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (cont'd.)

- F. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:
1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.3.F.1.(a-e), if
 - (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
 - (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or
 - (c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.3.A above; or
 - (d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (cont'd.)

F. (cont'd)

1. (cont'd)

(e) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the tariff charges for the service by:

I. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, or

II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

III. By delivering calls to or accepting calls from the Company's End User locations over Company switched local exchange services; or

IV. Continuing to have Company End Users presubscribed to the Customer; or

V. Any other Fraudulent means or devices; or

2. Upon ten (10) days' written notice to the Customer of any sum thirty (30) days past due;

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service, (cont'd.)

F. (cont'd)

3. Upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3.A, above; or
4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

- G. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.5.4 Cancellation of Application for Service

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the company that would have been chargeable to the Customer had service begun.

The special charges described will be calculated and applied on a case-by-case basis.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.6 Allowances for Interruptions in Service**

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

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to Trinsic. A Service Outage ends when the affected circuit and/or associated Trinsic equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which Trinsic is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain access to the IXC's equipment; and (vii) due to mutually agreed upon maintenance and repair.

Credit Allowances received by Trinsic from the LEC for Off-Net facility outages which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2.6.1 Limitations on Allowances

No credit allowance will be made for:

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

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.7 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

2.8 Notices and Communications

- 2.8.1 Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes an order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes an order of switched access by the Customer. In these cases, an invoice will be the first communication from the Company to the Customer. In other instances a Service Order may be used.
- 2.8.2 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.8.3 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.
- 2.8.4 All notices or other communications required to be given pursuant to this tariff shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.8.5 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.9 Meet Point Billing

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below.

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

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE

3.1 General

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

3.1.1 Ordering Conditions

Customer may order switched access through a Constructive Order, as defined herein, or through an ASR.

The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

3.1.2 Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month.

A. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

1. A change in the identity of the Customer of record; or
2. A move by the Customer to a different building.

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

For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

 COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)

3.2 Miscellaneous Charges

Customer Requested Due Date Change ^{1, 2}	\$50, per order
Customer Requested Expedite ²	\$250, per location, per order
Cancellation (after 3 business days from order placement) ²	Full NRCs + \$250, per order
Design Change, DS0/DS1 ²	\$150, per circuit
Design Change, DS3 and higher ²	\$300, per circuit
Administrative Processing ²	\$25, per order

¹ Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

² For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE**4.1 General**

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's Premises.

Switched Access Service is available when originating or terminating calls from or to an end user which subscribes to the Company's Local Exchange Services.

Rates and charges are set forth in Section 5. The application of rates for Switched Access Service is described in Section 5.

4.2 Provision and Description of Switched Access Service Arrangements**4.2.1 Feature Group Access**

FG Access is provisioned at the DS-1 level and provides trunk-side access to Local Switching Center switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).

All traffic is routed to and from the Company's local switching center via the Customer's tandem provider or via end office trucking, where available. Delivery of calls to, or acceptance of calls from, the Company's End User locations over Company-switched local exchange services shall constitute an agreement by the Customer to purchase switched access services as described herein. The Company reserves the right to require the Customer to submit an ASR for switched access.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE, (Cont'd.)

4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)

4.2.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality.

4.2.3 Call Types

The following Switched Access Service call types are available:

- A. Originating FG Access
- B. Originating 800 FG Access
- C. Terminating FG Access

4.2.4 Originating FG Access

The access code for FG Access switching is a uniform access code of the form 1+ or 011+ or 101XXXX. For 101XXXX dialing a single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (#) for cut-through access to the Customer's premises. The Company will provide originating FG access consistent with dialing parity obligations.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 4 - SWITCHED ACCESS SERVICE, (Cont'd.)

4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)

4.2.5 Originating 800 FG Access

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

4.2.6 Terminating FG Access

FG Access, when used in the terminating direction, may only be used to access end users who are subscribing to the Company's Local Exchange Services. Calls in the terminating direction will not be completed to 950-0XXX or 950-1XXX access codes, local operator assistance (0- and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 101XXXX access codes.

4.3 Reports and Testing

4.3.1 Design Layout Report: At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

4.3.2 Acceptance Testing: At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 5 - SWITCHED ACCESS RATES

5.1 General

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

There are three types of rates and charges that apply to Switched Access Service:

- Non-Recurring Charges: One-time charges that apply for a specific work activity.
- Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place.
- Usage Charges: Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.2 Rate Categories

5.2.1 There are several rate categories which apply to Switched Access Service:

- Blended Carrier Switched Access Originating
- Blended Carrier Switched Access Terminating
- Toll-Free 8XX Data Base Access Service

The Company provides originating and terminating switched access service through a single blended rate based on aggregate traffic volumes from the following cost categories:

Common Line

The Common Line cost category establishes the charges related to the use of Company-provided end user common lines by customers and end users for intrastate access.

Switched Transport

The Switched Transport cost category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications.

End Office Switching

The End Office Switching cost category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.2 Rate Categories, (Cont'd.)

5.2.2 Toll-Free 8XX Data Base Query

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

5.2.3 Optional Features

Other optional features may be available on an Individual Case Basis (ICB).

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)**5.3 Billing of Access Minutes**

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center - (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.4 Rates and Charges

5.4.1 Blended Carrier Switched Access

The Blended Carrier Switched Access rate includes Carrier Common Line, Switching and Transport.

	<u>Per Minute Rate</u>
Originating	\$0.02653
Terminating	\$0.02653

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.4 Rates and Charges, (Cont'd.)

5.4.2 Toll-Free 8XX Data Base Query

Per Query \$0.0031

5.4.3 Switched Access Optional Features

All Optional Features are offered on an Individual Case Basis (ICB).

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 6 - LOCAL AND OEAS TRAFFIC EXCHANGE AND TERMINATION

6.1 General

This section establishes the methodology for the exchange and termination of local and OEAS traffic for carriers that do not have an interconnection agreement with the Company.

6.2 Ordering Conditions

The Customer may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

6.3 Local and OEAS Traffic Compensation

Local and OEAS traffic exchange will be conducted under a Bill and Keep arrangement. All local traffic will be exchanged under a Meet Point Billing Arrangement which utilizes Category 92 summary usage record exchange, unless and until either the Commission or FCC requires an alternative approach for the exchange of usage information for such traffic for use by all industry participants, pursuant to which the Company and the Terminating Carriers shall recover the costs of transporting and terminating such traffic on their networks from other parties in accordance with the then applicable regulations, including to the extent practicable, any Internet Service Provider access charge exemption. This provision does not apply to access traffic, transit traffic, or wireless traffic.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 7 - CONTRACTS AND INDIVIDUAL CASE BASIS ARRANGEMENTS

7.1 Contracts

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

7.2 Individual Case Basis Arrangements

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

ICB rates will be structured to recover the Company's cost of providing the service and will be made available to the Commission upon request on a proprietary basis. ICB rates will not be used for switched services.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 8 - MISCELLANEOUS SERVICES

8.1 Wireless Termination Service

This tariff applies to intraMTA traffic originated by a Commercial Mobile Radio Service (CMRS) provider and terminated to end-user subscribers of the Company (i.e., wireless to wireline traffic) without the direct interconnection of the CMRS provider's and the Company's networks and where the CMRS provider is physically connected with and delivers traffic to a third party ILEC(s) which in turn delivers the traffic to the Company.

- 8.1.1 This service is provided to Commercial Mobile Radio Service (CMRS) providers licensed by the Federal Communications Commission (FCC).
- 8.1.2 Wireless Termination Service is limited to wireless-to-wireline traffic that originates and terminates within the same Major Trading Area (MTA) (i.e., intraMTA traffic). The Major Trading Area as defined in 47 C.F.R. paragraph 24-102 of the FCC Rules and Regulations.
- 8.1.3 Wireless Termination Service is not available to wireless-to-wireline traffic that originates and terminates in two different MTAs (i.e., interMTA traffic). In those situations where a CMRS provider terminates interMTA traffic to the end-user subscribers of the Company then the rates, terms and conditions of the appropriate access tariff of the Company (either intrastate or interstate) will apply.
- 8.1.4 These Regulations and Rates are in addition to the Regulations, Rate and Charges in other Company tariffs.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 8 - MISCELLANEOUS SERVICES, (CONT'D.)

8.1 Wireless Termination Service, (cont'd.)

- 8.1.5 This tariff applies except as otherwise provided in 1) an interconnection agreement between the CMRS provider and the Company approved by the Commission pursuant to the Act; or 2) a terminating traffic agreement between the CMRS provider and the Company approved by the Commission.
- 8.1.6 The Company shall issue a bill to the CMRS provider based on the best information available to the Company including, but not limited to, records of terminating traffic created by the Company at its end office or tandem switch. If possible, the CMRS provider will provide to the Company billing records in standard industry formats regarding calls it originates that terminate on the Company's network. Records will be provided at an individual call detail record, if possible, with sufficient information to identify the specific date and time of the call, the call duration, and the originating and terminating numbers. If a CMRS provider is unable to provide billing records of the calls that it originates to the Company, the Company may use usage reports and/or records generated by a third party ILEC whose network is used to transit the traffic as the basis for billing the CMRS provider. If the CMRS provider is unable to provide billing records, the CMRS provider will have the responsibility of providing, on a quarterly basis (or as otherwise agreed to by the Company), a report to the Company providing the percentage of the CMRS provider's traffic terminated to the Company that is intraMTA or interMTA traffic. The report will also detail what percentage of the interMTA traffic is intrastate and what percentage is interstate. Such reports shall be based on studies of actual traffic originated by the CMRS provider and terminated to the Company.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 8 - MISCELLANEOUS SERVICES, (CONT'D.)**8.1 Wireless Termination Service, (cont'd.)**

8.1.7 Reports regarding the percentages of intraMTA or interMTA traffic (and the intrastate or interstate jurisdiction of interMTA traffic) shall be based on a reasonable traffic study conducted by the CMRS providers and available to the Company upon request. Such studies shall be conducted no less frequently than once each quarter to ensure that the CMRS provider is using an accurate intraMTA/interMTA percentage. The CMRS provider shall pay the Company for all charges in accordance with the rates set forth in this tariff. Such payments are to be received within thirty (30) days from the effective date of the billing statement. The CMRS provider shall pay a late charge on any undisputed charges which are not paid within the thirty (30) day period. The rate of the late charge shall be the lesser of 1.5% per month or the maximum amount allowed by law. The CMRS provider shall pay the Company the reasonable amount of the Company's expenses related to collection of overdue bills, such amounts to include reasonable attorney fees. The CMRS provider will be responsible for the accuracy and quality of its data as submitted to the Company. Upon reasonable written notice, the Company or its authorized representative shall have the right to conduct a review and verification of the CMRS provider to give assurances of compliance with the provisions of this tariff. This includes on-site verification reviews at the CMRS provider's or vendor locations. The review may consist of an examination and verification of data involving records, systems, procedures and other information related to the traffic originated by the CMRS provider and terminated to the Company. The CMRS provider will provide the Company with reasonable access to such information as is necessary to determine amounts payable under this tariff.

8.1.8 If the CMRS provider fails to comply with any of the terms and conditions of this tariff, including any payments to be made by it on the dates and times herein specified, the Company, may on thirty (30) day's written notice by Certified U .S. Mail to the CMRS provider, refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying CMRS provider at any time thereafter, or may discontinue the provision of the services to the non-complying CMRS provider at any time thereafter. In the case of such discontinuance, all applicable tariff charges shall become due. If the Company is unable to effectuate discontinuance of service at its own office it may request the assistance of other LECs with whom the Company's network is connected.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

SECTION 8 - MISCELLANEOUS SERVICES, (CONT'D.)

8.1 Wireless Termination Service, (cont'd.)

8.1.9 Rates and Charges

Rates for termination of IntraMTA Traffic (per MOU):

\$0.02653

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