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November 23, 1999
VIA OVERNIGHT DELIVERY

FILED²

NOV 24 1999

Missouri Public
Service Commission

Mr. Dale Roberts
Executive Secretary
Missouri Public Service Commission
301 West High
Harry S. Truman State Office Building
Jefferson City, MO 65102

**RE: Replacement Tariff for BroadWing Communications
Services Inc. formerly IXC Communications Services, Inc.**

70-2000-345

Dear Mr. Roberts:

Enclosed please find an original and two (2) copies of a replacement tariff filed on behalf of BroadWing Communications Services Inc. formerly known as IXC Communications Services, Inc. This filing completely replaces tariff no. 1 currently on file.

This replacement tariff reflects a new corporate name. No other changes have been made. A copy of the Certificate of Authority from the Secretary of States is also enclosed. The Company requests an effective date of December 24, 1999. Please issued an amended Certificate reflecting the new company name.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it in the self-addressed, stamped envelope enclosed for this purpose.

Questions regarding this filing may be directed to my attention at (407) 740-8575.

Sincerely,

Connie M. Wightman
Consultant to BroadWing

CW/dm

cc: Pam Robinson, BroadWing
Office of Public Counsel
File: BroadWing/CSI-MO
TMS: MoI9904

0000488

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION
AMENDED CERTIFICATE OF AUTHORITY
OF A FOREIGN CORPORATION

WHEREAS,

BROADWING COMMUNICATIONS SERVICES INC.

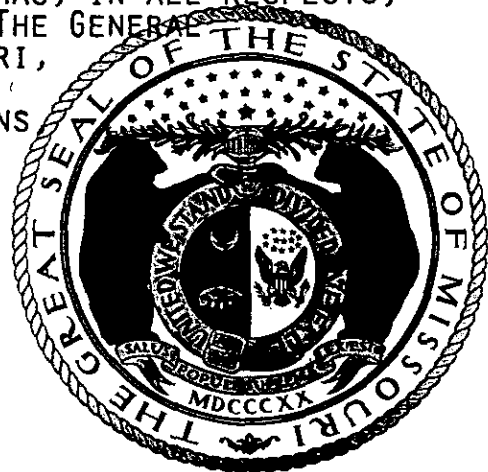
FORMERLY,

IXC COMMUNICATIONS SERVICES, INC.

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND NOW IN EXISTENCE AND IN GOOD STANDING IN SAID STATE, AND QUALIFIED TO TRANSACT BUSINESS IN MISSOURI HAS DELIVERED TO ME, DULY AUTHENTICATED EVIDENCE OF AN AMENDMENT TO ITS ARTICLES OF INCORPORATION AS PROVIDED BY LAW, AND HAS, IN ALL RESPECTS, COMPLIED WITH THE REQUIREMENTS OF THE THE GENERAL AND BUSINESS CORPORATION LAW OF MISSOURI, GOVERNING AMENDMENTS TO THE ARTICLES OF INCORPORATION OF FOREIGN CORPORATIONS AND IN ACCORDANCE THEREWITH ISSUE THIS CERTIFICATE OF AMENDMENT.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, ON THIS, THE 16TH DAY OF NOVEMBER, 1999.

Rebecca McDowell Cook
Secretary of State



\$25.00



State of Missouri
Rebecca McDowell Cook, Secretary of State
P.O. Box 778, Jefferson City, Mo. 65102

Corporation Division

FILED

AND AMENDED CERTIFICATE
AUTHORITY ISSUED

NOV 16 1999

Application for an Amended Certificate of Authority for a Foreign Corporation

(Submit in duplicate with filing fee of \$25.00)

The below corporation, relating to amending its certificate of authority of Foreign Corporation, does hereby certify that it is duly organized under the laws of the state:

- (1) Its name is: IXC COMMUNICATIONS SERVICES, INC.
and is incorporated in the State of: Delaware ; and it was qualified
in the State of Missouri on December 12, 1994
(month/day/year)
- (2) By appropriate corporate action on: November 12, 1999 , the corporation:
(month/day/year)
 - (1) Changed its corporate name to: BroadWing Communications Services Inc.
Name it will use in Missouri if new name not available: _____
 - (2) Changed its period of duration to: No Change
 - (3) Changed the state or country of its incorporation to: _____
- (3) There is attached hereto a Certificate of the Secretary of State of the State of Delaware
relating to the amendment(s), set forth in item 2 above and showing that the Corporation is in existence
and in good standing in said State.
- (4) The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you
indicate a future date, as follows: _____
(Date may not be more than 90 days after the filing date in this office)

In affirmation thereon, the facts stated above are true.

Jeffrey C. Smith Secretary November 13, 1999
(Authorized signature of officer or chairman of the board) (Title) (Date of signature)

Attached is a current certificate attesting to the change, duly authenticated by the secretary of state
or other official having custody of corporate records in the state or country of incorporation.

Replaces IXC Communications Services, Inc.'s Tariff No. 2 in its entirety

TITLE PAGE

MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

BroadWing Communications Services Inc.

This tariff contains the regulations, rates and charges applicable to the provision of interexchange telecommunications services by BroadWing Communications Services Inc., within the State of Missouri, subject to the jurisdiction of the Missouri Public Service Commission ("Commission"). This tariff is on file with the Commission, and copies may be inspected, during normal business hours, at the main office of BroadWing Communications Services Inc., located at 1122 Capital of Texas Highway South, Austin, Texas 78746.

BroadWing Communications Services Inc. operates as a competitive telecommunications company, as defined by Case No. TO-88-142, within the State of Missouri.

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
1122 Capital of Texas Highway South
Austin, Texas 78746

MOi9904

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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 the various suspension periods and deferrals the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff 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 its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheets** - When a tariff filing is made with the Commission an updated check sheet accompanies the filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There shall be no other symbols used on this page if these are the only changes made to it. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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EXPLANATION OF SYMBOLS

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) - To signify a changed regulation.
- (D) - To signify a discontinued rate or regulation.
- (I) - To signify an increase in rate or charge.
- (M) - To signify material relocated from one page to another without change.
- (N) - To signify a new rate or regulation.
- (R) - To signify a reduced rate or charge.
- (S) - To signify a correction or reissued matter.
- (T) - To signify a change in text but no change in rate or regulation.

Issued: November 24, 1999

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS

Access Line - A facility arrangement which connects Customer's or End User's location to Carrier's network switching center.

Account Code - A series of digits entered by End User to associate a call with a particular department, cost center, or client. A non-verified Account Code shall be accepted if it contains the proper number of digits. A verified Account Code shall only be accepted if it can be matched with a number on the list of valid Account Codes provided by End User.

Aggregator - The person, firm, corporation or other entity that, in the normal course of its operations, makes telephones available to the public for operator assisted calling. The Aggregator is responsible for compliance with applicable terms of the Company's tariff.

ASR (Access Service Request) - Service ordered processed to the underlying local exchange or interexchange carrier.

Authorization Code - A numerical code, one or more of which are available to Customer's End Users to enable them to access Carrier's network, and which are used by Carrier both to prevent unauthorized access to its facilities and to identify End Users for billing purposes.

Carrier - BroadWing Communications Services Inc.

Casual Calling - Access to Carrier's network and the subsequent use of Service by an End User Customer through the dialing of an access code in the format of 10XXX or 101XXXX, where the three (3) digits or the four (4) digits represented by the "X" are the unique Carrier Identification Code (CIC) assigned to Carrier.

Commission - The Missouri Public Service Commission

Consumer - A natural person or legal entity which initiates any telephone call using operator services.

Conversation Minutes - For billing purposes calls are billed based on Conversation Minutes, which begin when the called party answers, as determined by answer supervision, and end when either party disconnects.

Issued: November 24, 1999

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS

Customer - The natural person or legal entity which orders Service and is therefore responsible for the payment of charges due as a result of using the Service and for compliance with the Company's tariff. The Customer may be a certified reseller of telecommunications services who, under the terms of a Service Agreement, orders or uses Service and is therefore responsible for the payment of charges due and for compliance with Carrier's tariff regulations. The Customer may be an End User when placing a Casual Call, or a Consumer when placing a call through the use of Operator Services. A Customer is also the natural person or legal entity which accepts the charges on a collect or third party call.

Day - From 8 AM up to but not including 5 PM, Monday through Friday.

Dialed Number Information Service (DNIS) - A toll free service option, under which Carrier electronically transmits to Customer, identifying digits (up to 10 digits) that indicate which number was dialed when multiple numbers terminate on the same trunk group.

End User - The natural person or legal entity which either; (1) orders service through a certified Reseller Customer, or (2) uses the Company's Casual Calling service directly as a Customer through dialing the Company's designated access code or other access number

Expedite - The best effort acceleration of the installation date in advance of commitment date provided by the Company.

Hub - A point-of-presence of Carrier, at which location the network services of Carrier are accessed by Customer and/or its End Users.

Issued: November 24, 1999

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS (Continued)

Minimum Customer Usage Commitment - The minimum monthly usage charges (including interstate, intrastate, and international usage, but not including fixed charges) for which Customer is obligated to compensate Carrier under the terms of the applicable Service Agreement.

Non-Day - All hours other than those included in the Day rate period,

POP - See "Hub."

Post-engineering - After provisioning of service elements.

Pre-engineering - Prior to provisioning of service elements.

Reseller - A Customer which purchases Service from the Company through a Service Agreement and resells service to its own End Users. End Users of a Reseller are not Customers of the Company. A Reseller must be authorized to operate in the State before it can Resell Services to its End Users.

Service - Any or all service(s) provided by Carrier to Customer pursuant to Service Agreement and this tariff.

Service Agreement - An agreement between Carrier and Customer which, subject to the terms and conditions of this tariff, defines the relationship between Carrier and Customer.

Service Area - The geographic area in which Customer or its End Users may access and use Service. For Dial Access 1+ Service the Service Area includes all equal access areas within the State of Missouri. For all other services the Service Area is the State of Missouri.

Issued: November 24, 1999

Effective: December 24, 1999

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Carrier

- 2.1.1** Service is furnished for telecommunications originating at specified points within the State of Missouri under the terms and conditions of this tariff.
- 2.1.2** Carrier shall install, operate, and maintain Service provided hereunder in accordance with the terms and conditions set forth in this tariff.
- 2.1.3** Carrier neither owns nor operates transmission facilities within the State of Missouri, but rather resells telecommunications services provided by other carriers. Notwithstanding the foregoing, Customer shall be considered a customer of Carrier, and not a customer of any other carrier.
- 2.1.4** Carrier may, when authorized by Customer, act as Customer's agent for ordering dedicated Access Lines or facilities provided by other carriers to allow connection of specified locations of Customer and/or its End Users to the network of Carrier. Customer shall be responsible for all charges due for such service arrangements.
- 2.1.5** Service is provided under the terms and conditions of an applicable Service Agreement and this tariff, and is available twenty-four (24) hours per day, seven (7) days per week.

Issued: November 24, 1999

Effective: December 24, 1999

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SECTION 2 - REGULATIONS (Continued)

2.2 Limitations on Service

- 2.2.1 Service is offered subject to the availability of the necessary facilities and subject to the provisions of this tariff.
- 2.2.2 To the extent that any conflict arises between the terms and conditions of a Service Agreement and the terms and conditions of this tariff, the tariff shall prevail.
- 2.2.3 Carrier reserves the right to discontinue furnishing Service, or to limit the use of Service, when necessitated by conditions beyond its control, when Customer or an End User is using Service in violation of the law or in violation of the provisions of this tariff, or for non-payment by Customer.
- 2.2.4 Service provided under this tariff is directly controlled by Carrier, and Customer may not transfer or assign the use of Service, except with the prior written consent of Carrier. Such transfer or assignment shall only apply where there is no interruption in the use or location of Service, and all regulations and conditions contained in this tariff, as well as all conditions for Service, shall apply to all such permitted assignees or transferees.
- 2.2.5 Customer may request Carrier to assign one or more sub-accounts for billing purposes and to direct sub-account invoices to affiliates of Customer or other designated entities for payment purposes. Such requests shall not affect the liability of Customer, who shall remain solely liable to Carrier for payment of all invoices for Service requested and obtained by Customer, whether invoiced by Carrier to Customer, its affiliates, or other designated entities.
- 2.2.6 Service may not be used for any unlawful purpose.

Issued: November 24, 1999

Effective: December 24, 1999

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SECTION 2 - REGULATIONS (Continued)

2.3 Limitations on Liabilities

- 2.3.1** In view of the fact that the Customer has exclusive control of his or her communications over the facilities furnished by the Carrier, and other uses for which facilities may be furnished by the Carrier, and because of the unavoidableness of errors incident to the service and to the uses of such facilities and services of the Carrier, the services and facilities furnished by the Carrier are subject to the regulations and limitations specified herein.
- 2.3.2** The Carrier's failure to provide or maintain facilities under this tariff shall be excused by labor difficulties, government orders, civil commotions, acts of God and other circumstances beyond the Carrier's reasonable control, subject to the interruption allowance provisions of this tariff.
- 2.3.3** No liability shall attach to the Carrier by reason of any defacement or damage to the Customer's premises resulting from the existence of the Carrier's equipment of such facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Carrier or its employees.
- 2.3.4** If a Customer's service is interrupted other than by negligence or willful act of the Customer, and it remains out of order for two normal working hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the Customer. The amount of adjustments or refunds to be made to the Customer shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the Customer shall be pro rata part of the month's late rate charges for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.

Issued: November 24, 1999

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SECTION 2 - REGULATIONS (Continued)**2.3 Limitations on Liabilities (continued)**

2.3.5 The Carrier's liability, if any, for its gross negligence or willful misconduct is not limited by the tariff. With respect to any other claim or suit by a Customer or by any others, the Customer indemnifies and saves harmless the Carrier against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of the Carrier's equipments, facilities and associated wiring of the Customer's premises and further the Customer indemnifies and saves harmless the Carrier against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Carrier or the use thereof by the Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Carrier and apparatus, equipment and systems provided by the Customer; and against all other claims arising out of any act or omission of the Customer in connection with the services or facilities provided by the Carrier. No agents or employees of any other carrier shall be deemed to be agents or employees of the Carrier. Notwithstanding the foregoing, the Carrier's liability in any case shall be limited to the value of the contract between the Carrier and the customer.

2.3.6 The Carrier's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Customer or any others, for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, Carrier's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the Customer, under this tariff as an allowance for interruptions. However, any such mistakes, omission, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the Customer, or authorized user, or joint user, or which arise from the use of Customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Carrier.

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SECTION 2 - REGULATIONS (Continued)

2.3 Limitations on Liabilities (continued)

- 2.3.7** The Carrier shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of authorization codes or communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through equipment controlled and /or provided by the Customer, that are transmitted over Carrier's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

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SECTION 2 - REGULATIONS (Continued)**2.4 Cancellation or Discontinuance of Service by Carrier**

Without incurring any liability, Carrier may under the following conditions cancel Service prior to commencement or discontinue Service that is being furnished, provided that, unless otherwise stated, Customer shall be given fifteen (15) days written notice of such cancellation or discontinuance of Service.

- 2.4.1 For noncompliance with or violation of any applicable State, municipal or Federal law, ordinance or regulation or noncompliance with or violation of any Commission regulation, provided that lesser notice may be required by order of such regulatory authorities.
- 2.4.2 For Customer's or End User's refusal to provide reasonable access to Carrier or its agents for the purpose of inspection and maintenance of equipment owned by Carrier.
- 2.4.3 For noncompliance with any of the provisions of this tariff governing Service.
- 2.4.4 For nonpayment of any sum due Carrier for more than thirty (30) days after delivery of an invoice to the custody of the U.S. Mail or other standard delivery service.
- 2.4.5 Without notice, in the event of Customer's or End User's use of equipment in such a manner as to adversely affect Carrier's equipment or Service to others.
- 2.4.6 Without notice, in the event of unauthorized or fraudulent use of Service. Whenever Service is discontinued for unauthorized use of Service, Carrier may, before restoring Service, require Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate unauthorized use and to pay to Carrier an amount reasonably estimated by Carrier as the loss in revenues to Carrier resulting from such unauthorized use plus claims lodged against Carrier by third parties.
- 2.4.7 Without notice, by reason of any order or decision of a court or other government authority having jurisdiction that prohibits Carrier from furnishing Service to Customer or its End Users.

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SECTION 2 - REGULATIONS (Continued)

2.5 Cancellation or Termination of Service by Customer

- 2.5.1 Customer has ordered Service from Carrier pursuant to the terms and conditions of a Service Agreement. Any cancellation or termination of Service is subject to the terms and conditions of that Service Agreement.
- 2.5.2 If Customer, either on behalf of itself or an End User, orders Service from Carrier which requires special construction or facilities for Customer's or End User's use, and then cancels its order before Service begins, a charge shall be made to Customer for the non-recoverable portions of the expenditures or liabilities incurred on behalf of Customer or End User by Carrier.
- 2.5.3 If Customer terminates Service prior to the end of the term specified in the Service Agreement, Customer shall be responsible for all charges incurred to the date of termination, including, but not limited to, all charges to Carrier by other carriers for Service provided to Customer or its End Users, and any applicable cancellation or termination charges as specified in the Service Agreement.

2.6 Restoration of Service

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

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SECTION 2 - REGULATIONS (Continued)

2.7 Payment and Billing

- 2.7.1** Service is provided and billed on a monthly basis. Usage sensitive charges are billed in arrears and fixed monthly recurring charges, if any, are billed one month in advance.
- 2.7.2** Bills are due and payable upon receipt. Interest at the lesser of a rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, shall be charged on any amount remaining unpaid after thirty (30) days from delivery of an invoice to the custody of the U.S. Mail or other standard delivery service.
- 2.7.3** The security of Authorization Codes used by Customer or its End Users are the responsibility of Customer. All calls placed using such Authorization Codes or using facilities owned or controlled by Customer or its End Users shall be billed to Customer and must be paid by Customer.
- 2.7.4** Carrier reserves the right to examine the credit record of Customer. A Customer whose Service has been discontinued for non-payment of bills shall be required to pay any unpaid balance due to Carrier before Service is restored.
- 2.7.5** Carrier reserves the right to collect a deposit, or obtain other forms of security, from a Customer who fails to comply with the payment terms of an applicable Service Agreement or this tariff.

2.8 Deposits

Company does not require deposits from residential customers.

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SECTION 2 - REGULATIONS (Continued)

2.9 Advance Payments

Carrier does not require or collect advance payments from Customers.

2.10 Taxes and Fees

2.10.1 Service may be subject to state and/or local taxes at the prevailing rates, if Service originates and terminates in the State of Missouri. All such taxes (e.g., gross receipts tax, sales tax, and municipal utilities tax) are listed as separate line items on Customer's invoice and are not included in the rates and charges listed herein.

2.10.2 Service shall not be subject to taxes for a given taxing jurisdiction if Customer provides Carrier with written verification, acceptable to Carrier and to the relevant taxing jurisdiction, that Customer has been granted a tax exemption.

2.10.3 Customer is solely responsible for the calculation, billing, and collection of all required taxes from its End Users.

2.10.4 Pay Telephone (Payphone) Surcharge

A surcharge applies on all completed intrastate toll-free and 10XXX/101XXXX and or any other access code calls, including any 800/888 or travel card calls, originating from a pay telephone. This surcharge is applied in addition to any other applicable service charges or surcharges. The surcharge does not apply to: calls paid for by inserting coins at the pay telephone; calls placed from stations other than pay telephones.

Per Call	\$0.35
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SECTION 2 - REGULATIONS (Continued)**2.11 Terminal Equipment**

Service may be used with or terminated in terminal equipment or communications systems, such as a PBX or key telephone system, provided by Customer or its End User. Such terminal equipment or communications systems shall be furnished by and maintained at the expense of Customer or its End User, except as otherwise provided. Customer or its End User is also responsible for all costs at its premises incurred in the use of Service, including but not limited to equipment, wiring, electrical power, and personnel. When such terminal equipment or communications systems are used, they shall in all respects comply with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.12 Interconnection

Service furnished by Carrier to Customer or its End Users may be connected with the services or facilities of other carriers. Customer is responsible for all charges billed by other carriers in connection with the use of Service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of Customer.

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SECTION 2 - REGULATIONS (Continued)

2.13 Inspection, Testing and Adjustment

- 2.13.1** Carrier may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether tariff requirements are being complied with in the installation, operation, and maintenance of Customer's, End User's, or Carrier's equipment. Carrier may, without notice, interrupt Service at any time, as necessary, because of a departure from any of these requirements and may continue such interruption until its requirements have been satisfied.
- 2.13.2** Upon reasonable notice, the facilities provided by Carrier shall be made available to Carrier by Customer or its End Users for such tests and adjustments as may be necessary for their maintenance to a condition satisfactory to Carrier.
- 2.13.3** Carrier shall not be liable to Customer or its End Users for any damages for Service interruption pursuant to this Section. Neither Customer nor its End Users shall be entitled to any credit for interruption of Service pursuant to this Section when the interruption of Service is less than two (2) hours.

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SECTION 2 - REGULATIONS (Continued)**2.14 Interruption of Service**

- 2.14.1** Customer shall be given a credit allowance for any interruption of Service which is not due to (a) Carrier's inspection, testing or adjustment, if for a period of two (2) hours or less; (b) mistakes or errors of Customer or its End Users; or (c) the failure of facilities or equipment provided by Customer or its End Users.
- 2.14.2** Credit allowances shall be subject to the general liability provisions set forth in Section 2.3 herein. It shall be the obligation of Customer to notify Carrier immediately of any interruption of Service for which a credit allowance is desired. Before giving such notice, Customer shall ascertain that the trouble is not being caused by action or omission of Customer or its End Users, or is not in facilities or equipment, if any, furnished by Customer or End User and connected to Carrier's facilities.
- 2.14.3** Customer is solely responsible for receiving, reviewing, and responding to any requests received from its End Users for credit due to interruption of Service.
- 2.14.4** For the purposes of credit computation, every month shall be considered to have seven hundred twenty (720) hours.
- 2.14.5** No credit shall be allowed for any interruption of Service of a continuous duration of less than two (2) hours.
- 2.14.6** Customer shall be credited for an interruption of Service of two (2) hours or more at the rate of 1/720th of the monthly non-usage sensitive charges for the Service affected for each hour or major fraction thereof that the interruption continues. The formula for calculating credit shall be as follows:

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

"A" = Outage time in hours

"B" = Total monthly fixed, non-usage sensitive
charge for affected facility

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
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MOi9904

SECTION 2 - REGULATIONS (Continued)

2.15 Unauthorized Carrier Change Charge

Carrier will assess Reseller a \$200 Unauthorized Carrier Change Charge (UCCC) for each Primary Interexchange Carrier (PIC) made without prior valid authorization which results in Carrier being named in a complaint filed with a state or federal regulatory authority or counsel. Continued acts of unauthorized PIC's by any Reseller shall be considered grounds for refusing to provide service to that Reseller.

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
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MOi9904

SECTION 3 - DESCRIPTION OF MEASURED SERVICES**3.1 Availability of Service**

Carrier offers interexchange telecommunications service within its Service Area to Customers, subject to the terms and conditions of a Service Agreement and this tariff. Service is available twenty-four (24) hours per day, seven (7) days per week.

3.2 Timing of Calls

- 3.2.1** Usage sensitive charges are based on the actual usage of Carrier's network. Such charges are measured in Conversation Minutes.
- 3.2.2** Chargeable time for Customer shall begin when the called party answers, as determined by hardware answer supervision, provided that such capabilities are available from the local telephone company. If hardware answer supervision is not available, then Carrier will employ industry accepted standards for the timing of calls. Chargeable time for a call shall end upon disconnection by either party.
- 3.2.3** Unless otherwise specified in the individual product descriptions contained in this tariff, Conversation Minutes, reflecting usage sensitive charges resulting from use of Service, for all non-prepaid, presubscribed services, are billed in increments of six (6) seconds with an initial period (minimum billing period) of six (6) seconds. Following the initial period, all charges are rounded to the next higher six (6) second increment for non-prepaid, presubscribed service.
- 3.2.4** If Customer believes it has been incorrectly billed for a call, Carrier shall, upon notification, investigate the circumstances and issue a credit as appropriate.
- 3.2.5** The amount of any credit issued to Customer by Carrier shall not exceed the calculated usage charges for a call with a duration equal to the lesser of three (3) minutes or the actual duration of the call being credited.

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
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MOi9904

SECTION 3 - DESCRIPTION OF MEASURED SERVICES, continued**3.3 Resale Service Offerings**

Dedicated Access Lines may be required to connect Customer or End User locations to Carrier's Hub. Such dedicated Access Lines, when required, shall be the sole responsibility of Customer. Notwithstanding such responsibility, Carrier shall, upon Customer's request, order such dedicated Access Lines on behalf of Customer or its End Users, and shall invoice Customer for all related recurring and non-recurring charges. Intrastate rate plans are tied to specific interstate and international rate plans which may include term plan options for interstate calling rates.

3.3.1 Travel Card Service

Travel Card Service is a time-of-day banded outbound long distance service. This service allows Customer or its End Users to place long distance calls from locations other than their primary service location through the use of 800 number network access and an Authorization Code.

3.4 Terminating LEX Service

Xnet: LEX Service is offered to Other Common Carriers. All service is provided on a dedicated access basis. Each call is billed in six (6) second increments. Each call is individually rated and rounded up to the next full penny. Penalties for volume commitment shortfalls are found in the Company's FCC tariff.

Issued: November 24, 1999

Effective: December 24, 1999

By:

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MOi9904

SECTION 4 - FRAME RELAY SERVICE**4.1 Frame Relay Service - Description**

Frame Relay Service is an enhanced form of packet switching which uses variable length packets to connect multiple local area networks (LANs) for data transmission. Frame Relay Service is available throughout the United States where digital local access is available. The rules for Frame Relay Service in this Section are in addition to those rules found in Sections 1 through 3 of this tariff.

4.1.1 Definitions:

Asynchronous Transfer Mode (ATM) - an international high-speed, high-volume, packet-switched transmission protocol standard that supports integrated voice, video and data communications. ATM uses short uniform 53 byte cells to divide data into packets for ultra fast switching through the network. The 53 byte cells contain 5-byte destination address headers and 48 data bytes.

Committed information rate (CIR) - the statistical measurement of throughput on a PVC over time measured in bits per second. The CIR is the rate at which the network agrees to accept data from the user, and which the network commits to transfer data under normal operating conditions.

Permanent virtual circuit (PVC) - the facilities used to form a communications path connecting between two ports. Although a PVC may be defined in static manner with static parameters, it is not fixed to a stationary path through the network.

Port - a network entry or exit point on the frame relay switch that connects to the Company's frame relay network.

Service Date - The date Frame Relay Service is installed and available, or the date specified on the customer's order form, whichever is later. The service date is the date on which all nonrecurring charges will be billed and monthly charges begin for Frame Relay Service.

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
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MOi9904

SECTION 4 - FRAME RELAY SERVICE, (continued)

4.2 Frame Relay - General

4.2.1 Rate Elements

Frame Relay Service has three rate elements:

- A. local access facilities;
- B. ports; and
- C. a permanent virtual circuit (PVC).

4.2.2 Local Access

Local access facilities must be obtained to access Frame Relay Service. The local access facilities are ordered from the local exchange telephone company. The rates for the local access facilities vary by local exchange company and are found in that the Company's tariff.

4.2.3 Port Speed

Port speed is selected to accommodate the various PVCs that use a particular port. The speed represents the highest attainable data rate into or out of the location at any point in time. Available speeds range from 56 Kbps to 1.536 Mbps. A frame relay port connection provides the physical interface into the network and provides the logical termination of PVCs assigned to that port.

SECTION 4 - FRAME RELAY SERVICE, (continued)**4.2 Frame Relay - General, (continued)****4.2.4 PVC**

The PVC connects the customer's specific end-points on the interexchange network. Each PVC is assigned a committed information rate (CIR), which is the average minimum data rate the network will allocate to the PVC under normal operating conditions. The data transmission rate for a PVC can be greater than the CIR when excess capacity is available on the port and on the network. When this excess capacity exists, an average data rate above the CIR may be achieved up to the port capacity. Data sent across a virtual connection in excess of that connection's CIR will be marked discard eligible in the event of network congestion, and will be delivered only if the instantaneous demand for output on a transmission channel is equal to or less than the capacity of the queue for that channel.

PVCs may be either asymmetrical (one-way) or symmetrical (two-way). Symmetrical (two-way) traffic requires the use of one symmetrical PVC or two asymmetrical PVCs.

Issued: November 24, 1999

Effective: December 24, 1999

By:

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MOi9904

SECTION 4 - FRAME RELAY SERVICE, (continued)**4.3 Frame Relay Service - Guarantees****4.3.1 Network Availability**

Network availability is measured as the total number of minutes in a billing month during which core network PVC routes are available to exchange data between the two network infrastructure node end points, divided by the total number of minutes in a billing month. A lapse in network availability is calculated commencing with the date on which the customer informs the Company of service non-availability, and ends on the date of service restoration. The PVC route will be measured from infrastructure port to infrastructure port and will not include the customer premises equipment (CPE) or local access facilities.

4.3.2 Network Availability Objective

The Company engineer's its network to achieve availability of 99.9% for networks designed with ten (10) or more network sites and a fully meshed network topology or a star network topology in which each remote site has PVCs connected to at least two network hubs engineered to a separate infrastructure node. In all other instances, the Company engineers its network to achieve availability of at least 99.5%

4.3.3 Frame Delivery

Frame delivery measures the percentage of customer's frame relay packets delivered from the Company's network ingress port to the Company's network egress port. This percentage will not include packet delivery failures attributable to local access facilities or CPE.

SECTION 4 - FRAME RELAY SERVICE, (continued)

4.3 Frame Relay Service - Guarantees, (continued)

4.3.4 Frame Delivery Objective

The Company engineers its network to achieve a frame delivery level of 99.9% of frames within a customer's CIR, and 99.0% of frames above a customer's CIR. These delivery rates apply for networks designed with ten (10) or more network sites and a fully meshed network topology or a star network topology in which each remote site has PVCs connected to at least two network hubs engineered to a separate infrastructure node. In all other instances, the Company engineers its network to achieve a frame delivery level of 99.0%.

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
1122 Capital of Texas Highway South
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MOi9904

SECTION 4 - FRAME RELAY SERVICE, (continued)**4.3 Frame Relay Service - Guarantees, (continued)****4.3.5 Network Latency**

Network latency measures the elapsed time, in milliseconds, required for one data cell (frame relay packets converted to ATM cells on the the Company's backbone network) to be delivered from the customer's Frame Relay Service network ingress port to the network egress port. Packet delivery failures attributable to local access facilities or CPE are not included.

4.3.6 Network Latency Objective

The Company engineers its network to achieve a one-way network latency of 65 milliseconds. This parameter applies for networks designed with ten (10) or more network sites and a fully meshed network topology or a star network topology in which each remote site has PVCs connected to at least two network hubs engineered to a separate infrastructure node. In all other instances, the Company engineers its network to achieve a network latency of 75 milliseconds.

4.3.7 Frame Relay Service - Guarantee Exclusions

The standards described above do not include periods of non-attainment resulting in whole or in part from one or more of the following causes:

- Any act or omission on the part of the customer, its contractors, or any other entity over which the customer exercises control or has the right to exercise control;
- Scheduled maintenance;
- Labor strikes
- *Force Majeure* events beyond the control of the Company (including, but not limited to, acts of God, government regulation and national emergency); and,
- Any act or omission on the part of a third party including, but not limited to, the local access provider.

SECTION 4 - FRAME RELAY SERVICE, (continued)**4.4 Minimum Service Terms**

- 4.4.1** The minimum service requirement is one month for domestic service and one year for international service. The customer may subscribe to service under one, two, three, four or five year term plans. For any term plan, the rates and term discounts will be fixed for the term at the discount level below. The term will begin on the first day of the month following the date the service is installed and available. Upon expiration, the term will be automatically extended at the term plan rates and discounts for successive ninety (90) day periods, unless thirty (30) days prior to the end of the term or each such extension either (a) the customer or the Company provides written notice to the other that it does not want such extension, or (b) the customer subscribes to another term plan and the rates of the new term plan apply.
- 4.4.2** If additional sites are added to a customer's Frame Relay Service after the initial subscription to a term plan, such sites will be incorporated into the customer's term plan and will have the same termination date as the customer's original term plan.
- 4.4.3** Existing customers may subscribe to a new term plan for Frame Relay Service of the same or greater value prior to the end of the customer's existing term plan without incurring any termination liability if the new term plan extends beyond the old term plan termination date by at least one year.

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
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MOi9904

SECTION 4 - FRAME RELAY SERVICE, (continued)**4.5 Termination of Frame Relay Service**

Customer must provide the Company with 30 days written notice before terminating frame relay service. Customers terminating service prior to fulfilling their term commitment will be assessed a termination liability equal to one hundred percent (100%) of the monthly recurring charge for each access line, port and PVC service terminated multiplied by the number of months remaining in the first year of the term plan, plus fifty percent (50%) of the monthly recurring charges for each circuit canceled multiplied by the number of months remaining in the term plan after the first year. The customer will not have any termination liability if it subscribes to another Company service of the same or greater monthly revenues and volume, and with a term no less than the remaining months of the term plan or one year, whichever is greater, at the same time the notice of termination is received. The customer will also be liable for a pro-rata amount of any waived installation charges based on the number of months remaining in the term plan.

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
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Austin, Texas 78746

MOi9904

SECTION 5 - PRIVATE LINE SERVICES

5.1 General

The Company provides interstate Private Line Service to Customers with transmission speeds ranging from 64 Kbps to 622.08 Mbps. Private Line Services are offered on a point-to-point basis. Each Private Line Service is dedicated to the Customer and the entire usable bandwidth for each service is available to the Customer for their exclusive use.

5.1.1 Two Point Service

Two Point Service allows two Customer designated locations to be connected by one Private Line Service. The service terminated at both locations must be the same speed and the same capacity.

Issued: November 24, 1999

Effective: December 24, 1999

By:

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MOi9904

SECTION 5 - PRIVATE LINE SERVICES, (Continued)**5.2 Application of Rates****5.2.1 Recurring Charges**

Recurring charges for Private Line Services vary based on the capacity of service, the distance of service, the term plan selected and the monthly revenue commitment made by the Customer. Unless otherwise stated in the description associated with the rate element in this tariff, Private Line Service recurring charges are applied on a circuit basis, per DS0 equivalent. A minimum circuit charge applies which varies by circuit bandwidth.

5.2.2 Term and Volume Discounts

Recurring charges for services purchased under a Term Plan will be fixed for the life of the term. The rate level applicable throughout the Term Plan is based on the volume commitment specified by the Customer at the time service is ordered. Customer may terminate any circuit upon 90 days' notice; provided that if termination occurs; (i) prior to the Activation Date, Customer shall reimburse Company for all costs of the implementation of such Circuit; or (ii) on or after such date, Customer shall pay: (a) all charges for services previously rendered and (b) the amount due through the end of the applicable circuit lease term.

5.2.3 Nonrecurring Charges

Nonrecurring Charges (NRC) are one-time only charges. NRC's may be waived for certain promotions and under the specific terms of individually negotiated contract services.

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
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MOi9904

SECTION 5 - PRIVATE LINE SERVICES, (Continued)**5.2 Application of Rates (continued)****5.2.4 Pass-Through Charges**

All charges incurred by the Company on the Customer's behalf from any Local Exchange Carrier, Competitive Access Provider or Competitive Local Exchange Provider will be directly passed on the Customer. Cross-Connect Charges apply to Company facilities that are connected by the Company to other carriers or Customer interconnect/collocation facility within the same Point of Presence.

Notes

1. All charges incurred by Supplier on Customer's behalf from any Local Exchange Carrier, Competitive Access Provider or Competitive Local Exchange Carrier will be directly passed on to the Customer.
2. Service not described above will be considered special handling and charges will be assessed on an Individual Case Basis (ICB).
3. All of the above changes are subject to changes with a 30 day notice.
4. All Private Line ancillary service charges to cities not listed will be priced on an individual case basis and will be subject to the terms and charges of the underlying carrier.

5.2.5 Interconnect Charges

Interconnect Charges apply to connections between the Company's POPs in the same city or between the Company's suite to another suite in the same building. Since costs vary widely by location, the interconnect charges specified in this tariff are the minimum amount that will be charged monthly. All interconnect, construction charges and individual case basis charges incurred by the Company will be passed through to the Customer. Interconnect arrangements are subject to the continuing economic availability of the necessary facilities and equipment.

Issued: November 24, 1999

Effective: December 24, 1999

By:

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MOi9904

SECTION 5 - PRIVATE LINE SERVICES, (Continued)

5.2 Application of Rates (continued)

5.2.6 Order Cancellation Policy

The Company will provide an order confirmation after the Customer places an order for service. If the Customer changes the order, a change order charge will apply based on the scope of the change. If the Customer cancels the order, the Customer must reimburse the Company for all costs incurred to that point. The Customer must notify the Company of service date changes 45 days prior to the due date. Service date changes may be extended by the Customer a maximum of thirty days from the due date. Service date changes for OC-3, OC-12 and OC-48 bandwidths are restricted to one change, after which the order will be subject to all recurring and nonrecurring charges applicable to the service.

Issued: November 24, 1999

Effective: December 24, 1999

By:

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MOi9904

SECTION 5 - PRIVATE LINE SERVICES, (Continued)

5.3 Service Descriptions

Private Line Service allows the Customer to connect two locations with private dedicated service at one of a number of transmission speeds.

5.3.1 DS0 Service

DS0 Service is a dedicated digital channel with line speeds of 2.4, 4.8, 9.6, 56 or 64 Kbps.

5.3.2 DS1 Service

DS1 Service is a dedicated, high capacity channel with a line speed of 1.544 Mbps. DS1 Service has the equivalent capacity of 24 Voice Grade services or 24 DS0 services.

5.3.3 DS3 Service

DS3 Service is a dedicated, high capacity channel with a line speed of 44.736 Mbps. DS3 Service has the equivalent capacity of 28 DS1 Services at 1.544 Mbps or 672 Voice Grade Services at 56/64 Kbps.

5.3.4 OC-3 Service

OC-3 Service is a high capacity channel for the full duplex, synchronous, optical transmission of digital data based on the SONET standard at a rate of 155.52 Mbps.

SECTION 5 - PRIVATE LINE SERVICES, (Continued)

5.3 Service Descriptions (continued)

5.3.6 OC-12 Service

OC-12 Service is a high capacity channel for the full duplex, synchronous, optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 622.08 Mbps. OC-12 service may be ordered with backup or reroute capability (OC-12 System Service). The OC-12 System Service must be ordered and installed at the same time as the corresponding OC-12 service.

5.3.7 OC-48 Service

OC-48 Service is a high capacity channel for the full duplex, synchronous, optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 2488.32 Mbps. OC-48 Service may be ordered with backup or reroute capability (OC-48 System Service). The OC-48 System Service must be ordered and installed at the same time as the corresponding OC-48 Service.

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
1122 Capital of Texas Highway South
Austin, Texas 78746

MOi9904

SECTION 5 - PRIVATE LINE SERVICES, (Continued)**5.3 Service Descriptions (continued)****5.3.8 Special Construction**

Special construction or arrangement of facilities may be undertaken on a reasonable efforts basis at the request of the Customer, and upon a determination by the Company that such charges should apply in that particular instance. Special Construction is undertaken:

- (a) where facilities are not presently available,
- (b) where the service is of a type other than that which the Company would normally utilize in the furnishing of its service;
- (c) where the service is requested over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) where the service is in a quantity greater than that which the Company would normally provide;
- (e) where service is requested on an expedited basis
- (f) where service is requested on a temporary basis until permanent facilities are available;
- (g) where the service requested involves abnormal costs; or
- (h) where service is requested in advance of the Company's normal construction schedule.

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
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MOi9904

SECTION 5 - PRIVATE LINE SERVICES, (Continued)

5.3 Service Descriptions (continued)

5.3.9 Time and Material Service

This service provides for the Labor and Material charges associated with installation, maintenance, testing and repair deemed to be associated with equipment and facilities not provided by the Company or deemed to be non-standard or non-routine.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer time, materials and charges listed in Section 5.5 for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of Time and Materials Charges as listed in Section 5.5 for the period of time from when the Company personnel were dispatched to the Customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

If the Customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, and the Company agrees to perform the work, the Time and Material Charges listed in Section 5.5 will apply.

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases Time and Material Charges listed in Section 5.5 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.

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
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MOi9904

SECTION 6 - MISCELLANEOUS SERVICES

6.1 General

Miscellaneous Services are those services and charges that apply to either a retail end user or a Reseller Customer of BroadWing CSI who uses or authorizes the use of these services in addition to or as an adjunct to services to which the Customer subscribes. Unless otherwise noted in the specific service description, usage-sensitive calls are measured and billed individually in one minute increments. The minimum call duration for billing purposes is one minute. When calculations result in fractional cents, the charge for a call is rounded up to the next whole cent.

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
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MOi9904

SECTION 6 - MISCELLANEOUS SERVICES, (Continued)**6.2 Prepaid Calling Service**

Prepaid Calling Service allows End Users of a Reseller to originate outbound, Direct Dial long distance calls on a prepaid basis via an 800 access number. All calls are rated on a flat-rate basis, and are rounded for billing purposes to the next higher full minute. Calls may only be charged against an account that has a sufficient available balance. Customer shall be given notice two (2) minutes before the available account balance is depleted, based upon the applicable rates for the call in progress. When the available balance is depleted, the call shall be terminated. A prepaid calling account shall expire on the date specified on the card, unless replenished by a charge to a commercial credit card is authorized by the Customer beforehand.

6.3 Casual Calling

Casual Calling Service allows Customers to obtain Service without the necessity of presubscription of their local lines. Customers utilizing Casual Calling Service shall access Service by dialing an access code in the form of 10XXX or 101XXXX, where "X" is a 3 or 4 digit Carrier Identification Code (CIC) assigned to the Carrier and provided to the Customer. When dialing, the access code shall be followed by the normal sequence of 1+Area Code+Number. Calls placed using Casual Calling Service are billed to Customer in whole minute increments rounded up to the next full minute through the serving Local Exchange Carrier's (LEC) monthly bill. All End Users of Casual Calling are Customers of the Company, even when they are End Users of a Reseller for other Services.

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
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MOi9904

SECTION 6 - MISCELLANEOUS SERVICES, (Continued)**6.4 Operator Services**

Operator services are available to Consumers from any Customer location. Operator Services allows the Consumer to place a call from a Customer location and arrange for billing other than to the originating telephone number. Calls are rounded up to the next whole minute for billing purposes and are billed to the Consumer through the monthly bill of the Consumer's local exchange carrier.

The following billing arrangements are available to Consumers through the Company's Operator Services:

a) Customer Dialed Calling/Credit Card

This is a service whereby the end user dials all of the digits necessary to route and bill the call without any operator assistance. Such calls may be billed either to a telephone company issued calling card or a commercial credit card.

b) Operator Station

This is a service whereby the caller places a non-person-to-person call with the assistance of an operator (live or automated). When placing an operator station call, the caller is connected to a non-specified individual at the terminating end. Such calls may be billed to a calling card, credit card, the called number (collect) or a valid third party telephone number.

c) Person-to-Person

This is a service whereby the person originating the call specifies to BroadWing's operator a particular person to be reached, or a particular person, station, room number, department, or office to be reached through a PBX attendant. Person-to-person calls may be billed to a calling card, credit card, the called number (collect) or a valid third party telephone number.

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
1122 Capital of Texas Highway South
Austin, Texas 78746

MOi9904

SECTION 6 - MISCELLANEOUS SERVICES, (Continued)

6.4 Operator Services, (Continued)

In addition, BroadWing offers operator assisted long distance calling subject to the following.

- 1) BroadWing will not bill for incomplete calls and will credit any charges for incomplete calls upon Customer notification.
- 2) BroadWing will brand each call with its name to each caller and each billed party (if different) upon initial contact.
- 3) BroadWing will provide rate quotes upon request at no charges. Rate quotes will consist of all charges associated with the service requested.
- 4) Only tariffed rates approved by this Commission for BroadWing shall appear on local exchange carrier company bills.
- 5) If the LEC has multicarrier billing capability, BroadWing name will be listed on the bill.
- 6) BroadWing will route all 0- calls to the Local Exchange Company operator in the quickest possible manner and at no charge.
- 7) BroadWing will utilize calling card verification procedures as accepted by calling card issuing companies.
- 8) Neither BroadWing or its Subscribers will block access to other carriers.

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
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Austin, Texas 78746

MOi9904

SECTION 7 - RATES AND CHARGES

7.1 General

7.1.1 Conversation Minutes, reflecting usage sensitive charges resulting from use of Service, are billed in increments of six (6) seconds with an initial period (minimum billing period) of six (6) seconds, unless otherwise specified. Following the initial period, all charges are rounded to the next higher six (6) second increment for billing purposes, unless otherwise specified.

7.1.2 Other than the charges indicated for each service, there are no installation charges or monthly recurring charges for Service, except for the installation charges and/or monthly recurring charges associated with the use of dedicated Access Lines ordered by Carrier on behalf of Customer or its End Users.

7.2 Minimum Customer Usage Commitment

Basic, Xclusive, and Xnet LATA Service rates shall be based upon the Minimum Customer Usage Commitment made by Customer and listed in the Service Agreement. Applicable rates are as indicated below:

7.2.1 Option A Rates shall apply to all Customers with a Minimum Customer Usage Commitment of less than \$1 million per month.

7.2.2 Option B Rates shall apply to all Customers with a Minimum Customer Usage Commitment equal to or greater than \$1 million per month.

7.3 Availability of Non-Day Reseller Rates

Non-Day rates for reseller services are only available to those Customers who in their Service Agreement select the "Non-Day Rate Option", and who ensure that a minimum of sixty percent (60%) of their monthly billable minutes fall within the Non-Day rate period. Rates for Non-Day usage will be ten percent (10%) below the stated Day rates.

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
1122 Capital of Texas Highway South
Austin, Texas 78746

MOi9904

SECTION 7 - RATES AND CHARGES,(Continued)

7.4 Dedicated Access Lines

Dedicated Access Lines may be required to connect Customer's location(s) to Carrier's Point-of-Presence (POP). Such dedicated Access Lines, when required, shall be the sole responsibility of Customer. Notwithstanding such responsibility, Carrier shall, upon Customer's request, order such dedicated Access Lines on behalf of Customer, and shall invoice Customer for all related recurring and nonrecurring charges.

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
1122 Capital of Texas Highway South
Austin, Texas 78746

MOi9904

SECTION 7 - RATES AND CHARGES, (Continued)**7.5 Switched and Dedicated Reseller Service Rates****7.5.1 Dial Access 1+ Service**

Usage Sensitive Charges (Rate Per Minute):

	<u>Day</u>	<u>Non-Day</u>
Option A Rate	\$0.1080	\$0.1080
Option B Rate	\$0.1026	\$0.1026

7.5.2 Dedicated Access 1+ Service

Usage Sensitive Charges (Rate Per Minute):

	<u>Day</u>	<u>Non-Day</u>
Option A Rate	\$0.0620	\$0.0620
Option B Rate	\$0.0589	\$0.0589

7.5.3 Switched Termination 800 Service

Usage Sensitive Charges (Rate Per Minute):

	<u>Day</u>	<u>Non-Day</u>
Option A Rate	\$0.1080	\$0.1080
Option B Rate	\$0.1026	\$0.1026

Non-Usage Sensitive Charges:

Per Toll Fee Number Per Month	\$0.50
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Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
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MOi9904

SECTION 7 - RATES AND CHARGES, (Continued)**7.5 Switched and Dedicated Reseller Service Rates****7.5.4 Dedicated Termination 800 Service**

Usage Sensitive Charges (Rate Per Minute):

	<u>Day</u>	<u>Non-Day</u>
Option A Rate	\$0.0620	\$0.0620
Option B Rate	\$0.0589	\$0.0589

Non-Usage Sensitive Charges:

Per Directory Listed 800 Number Per Month	\$ 15.00
Non-Recurring Charge for DNIS Installation	\$100.00
Non-Recurring DNIS Change Order Charge	\$ 50.00

7.5.5 Travel Card Service

Usage Sensitive Charges (Rate Per Minute):

	<u>Day</u>	<u>Non-Day</u>
Option A Rate	\$0.1380	\$0.1380
Option B Rate	\$0.1311	\$0.1311

Non-Usage Sensitive Charges:

Charge Per Call	NONE
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Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
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Austin, Texas 78746

MOi9904

SECTION 7 - RATES AND CHARGES, (Continued)**7.6 Terminating LEX Service**

Originating Territory, State	Monthly Volume		
	\$500,000.00 to \$1,000,000.00	over \$1,000,000.00 to \$2,000,000.00	Over \$2,000,000.00
Statewide - Missouri	0.0718	0.0700	0.0683

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
1122 Capital of Texas Highway South
Austin, Texas 78746

MOi9904

SECTION 7 - RATES AND CHARGES, (Continued)**7.7 Frame Relay Service****7.7.1 "Wholesale" Discounts and Terms**

Monthly Recurring	Discount Term in Years				
	<u>One</u>	<u>Two</u>	<u>Three</u>	<u>Four</u>	<u>Five</u>
\$50,000	8%	10%	12%	14%	16%
\$125,000	12%	14%	17%	19%	21%
\$250,000	14%	17%	20%	23%	25%
\$500,000	18%	21%	24%	27%	30%

7.7.2 "Wholesale" Port Connection Charges

<u>Speed (Kbps)</u>	<u>Monthly Rate Per Port</u>	<u>Non-Recurring Charge</u>
56 / 64	\$130.00	\$220.00
112 / 128	\$236.00	\$220.00
168 / 192	\$255.20	\$220.00
224 / 256	\$275.20	\$220.00
280 / 320	\$339.20	\$220.00
336 / 384	\$400.00	\$220.00
448 / 512	\$508.00	\$220.00
504 / 576	\$544.00	\$220.00
560 / 640	\$580.00	\$220.00
616 / 704	\$616.00	\$220.00
672 / 768	\$680.00	\$220.00
896 / 024	\$808.00	\$220.00
1120 / 1280	\$908.00	\$220.00
1344 / 1536	\$1060.00	\$220.00

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
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Austin, Texas 78746

MOi9904

SECTION 7 - RATES AND CHARGES, (Continued)**7.7 Frame Relay Service, (continued)****7.7.3 Permanent Virtual Circuit (PVC) Pricing**

Nonrecurring Charges: A nonrecurring charge of \$15 each per asymmetrical PVC and \$30 per Symmetrical PVC, for installation, modification or reconfiguration.

<u>CIR (Kbps)</u>	Monthly Rate	Monthly Rate
	<u>Asymmetrical (One-Way)</u>	<u>Symmetrical (Two-Way)</u>
0	\$0.00	\$0.00
4	\$5.00	\$10.00
8	\$8.00	\$16.00
16	\$16.30	\$32.60
32	\$31.80	\$63.60
48	\$46.10	\$92.20
64	\$53.00	\$106.00
128	\$101.00	\$202.00
192	\$151.00	\$302.00
256	\$201.00	\$402.00
320	\$252.00	\$504.00
384	\$302.00	\$604.00
448	\$352.00	\$704.00
512	\$403.00	\$806.00
576	\$453.00	\$906.00
640	\$504.00	\$1,008.00
704	\$554.00	\$1,108.00
768	\$604.00	\$1,208.00

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
1122 Capital of Texas Highway South
Austin, Texas 78746

MOi9904

SECTION 7 - RATES AND CHARGES, (Continued)**7.7 Frame Relay Service, (continued)****7.7.3 Permanent Virtual Circuit (PVC) Pricing (Continued)**

<u>CIR (Kbps)</u>	Monthly Rate	Monthly Rate
	<u>Asymmetrical (One-Way)</u>	<u>Symmetrical (Two-Way)</u>
832	\$655.00	\$1,310.00
896	\$705.00	\$1,410.00
960	\$755.00	\$1,510.00
1024	\$806.00	\$1,612.00
1088	\$856.00	\$1,712.00
1152	\$906.00	\$1,812.00
1216	\$957.00	\$1,914.00
1280	\$1,007.00	\$2,014.00
1344	\$1,057.00	\$2,114.00
1408	\$1,108.00	\$2,216.00
1472	\$1,158.00	\$2,316.00
1536	\$1,208.00	\$2,416.00

7.7.4 Local Access

Local access facilities shall be provided under the local exchange company's tariff.

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
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Austin, Texas 78746

MOi9904

SECTION 7 - RATES AND CHARGES, (Continued)**7.7 Frame Relay Service, (continued)****7.7.5 Expedite Charges**

Expedite charges apply when the customer requests an installation interval shorter than the standard and the Company is able to comply with that request.

Port Connection	\$50
PVC (install, moves, changes, disconnect)	\$75
Local Access	\$50*

* In addition to any local exchange company expedite charges which will be directly passed on to the customer.

7.7.6 Engineering Charges

Re-mapping of facilities	\$100
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Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
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Austin, Texas 78746

MOi9904

SECTION 7 - RATES AND CHARGES, (Continued)**7.8 Private Line Services****7.8.1 Nonrecurring Charges**

	DS-0	DS-1	DS-3	OC-3	OC-12	OC-48
NEW ORDER INSTALLATION	\$150.00	\$400.00	\$2,000.00	\$6,000.00	\$12,000.00	\$18,000.00
CHANGE OF REQUESTED SERVICE DATE - 1ST	Free	Free	Free	\$1,000.00	\$1,000.00	\$1,000.00
CHANGE OF REQUESTED SERVICE DATE - 2 ND OR MORE	\$200.00	\$200.00	\$200.00	N/A*	N/A*	N/A*
ORDER CHANGE (PRE- ENGINEERING)	\$50.00	\$50.00	\$50.00	\$500.00	\$500.00	\$500.00
ORDER CHANGE (POST- ENGINEERING)	\$200.00	\$400.00	\$600.00	\$2,000.00	\$2,000.00	\$4,000.00
ORDER CANCELLATION (PRE-ENGINEERING)	\$200.00	\$250.00	\$250.00	\$500.00	\$500.00	\$500.00
ORDER CANCELLATION (POST-ENGINEERING)	\$200.00	\$400.00	\$2,000.00	\$2,000.00	\$2,000.00	\$4,000.00
ASR (NEW OR DISCONNECT) SPECIAL ACCESS	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
ASR SUPPLEMENT	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
ORDER EXPEDITE	\$200.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
RECONFIGURATION	\$200.00	\$600.00	\$2,000.00	\$6,000.00	\$12,000.00	\$18,000.00

* Customer must notify BroadWing of service date charges 45 days prior to due date. Service date changes can be extended a maximum of 30 days after due date. Service date charges for OC-1, OC-12 and OC-48 bandwidth are restricted to one change after which order will be subject to billing.

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
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Austin, Texas 78746

MOi9904

SECTION 7 - RATES AND CHARGES, (Continued)**7.8 Private Line Services, (continued)****7.8.2 Monthly Recurring Charges****A. DS-O Service**

Minimum Circuit Charge: \$75.00

		Rate per V&H DS-O Mile			
DISCOUNT%	MONTHLY COMMITMENT	6 Mos.	1 Year	2 Years	3 Years
BASE	\$0 - \$50,000.00	0.390	0.260	0.250	0.240
5%	\$50,001 - \$150,000	0.371	0.247	0.238	0.228
10%	\$150,001 - \$250,000	0.351	0.234	0.225	0.216
15%	\$250,001 - \$500,000	0.332	0.221	0.213	0.204
20%	\$500,001 - \$1,000,000	0.312	0.208	0.200	0.192
25%	Over \$1,000,000	0.293	0.195	0.188	0.180

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
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Austin, Texas 78746

MOi9904

SECTION 7 - RATES AND CHARGES, (Continued)**7.8 Private Line Services, (continued)****7.8.2 Monthly Recurring Charges (continued)****B. DS-1 Service**

Minimum Circuit Charge: \$750.00

Term Discount

		Rate per V&H DS-0 Mile			
DISCOUNT%	MONTHLY COMMITMENT	6 Mos.	1 Year	2 Years	3 Years
BASE	\$0 - \$50,000.00	0.156	0.104	0.102	0.100
5%	\$50,001 - \$150,000	0.148	0.099	0.097	0.095
10%	\$150,001 - \$250,000	0.140	0.094	0.092	0.090
15%	\$250,001 - \$500,000	0.133	0.088	0.087	0.085
20%	\$500,001 - \$1,000,000	0.125	0.083	0.082	0.080
25%	Over \$1,000,000	0.117	0.078	0.077	0.075

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
1122 Capital of Texas Highway South
Austin, Texas 78746

MOi9904

SECTION 7 - RATES AND CHARGES, (Continued)**7.8 Private Line Services, (continued)****7.8.2 Monthly Recurring Charges (continued)****C. DS-3 Service**

Minimum Circuit Charge: \$2,000.00

Term Discount

DISCOUNT%	MONTHLY COMMITMENT	Rate per V&H DS-0 Mile			
		6 Mos.	1 Year	2 Years	3 Years
BASE	\$0 - \$50,000.00	0.063	0.042	0.041	0.040
5%	\$50,001 - \$150,000	0.060	0.040	0.039	0.038
10%	\$150,001 - \$250,000	0.057	0.038	0.037	0.036
15%	\$250,001 - \$500,000	0.054	0.036	0.035	0.034
20%	\$500,001 - \$1,000,000	0.050	0.034	0.033	0.032
25%	Over \$1,000,000	0.047	0.032	0.031	0.030

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
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Austin, Texas 78746

MOi9904

SECTION 7 - RATES AND CHARGES, (Continued)**7.8 Private Line Services, (continued)****7.8.2 Monthly Recurring Charges (continued)****D. OC-3c Service**

Minimum Circuit Charge: \$6,000.00

Term Discount

		Rate per V&H DS-0 Mile			
DISCOUNT%	MONTHLY COMMITMENT	6 Mos.	1 Year	2 Years	3 Years
BASE	\$0 - \$250,000.00	0.054	0.036	0.035	0.034
5%	\$250,001 - \$500,000	0.051	0.034	0.033	0.032
10%	\$500,001 - \$1,000,000	0.049	0.032	0.032	0.031
15%	Over \$1,000,000	0.046	0.031	0.030	0.029

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
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Austin, Texas 78746

MOi9904

SECTION 7 - RATES AND CHARGES, (Continued)**7.8 Private Line Services, (continued)****7.8.2 Monthly Recurring Charges (continued)****E. OC-12c Service**

Minimum Circuit Charge: \$14,000.00

Term Discount

		Rate per V&H DS-0 Mile			
DISCOUNT%	MONTHLY COMMITMENT	6 Mos.	1 Year	2 Years	3 Years
BASE	\$0 - \$250,000.00	0.050	0.033	0.031	0.029
5%	\$250,001 - \$500,000	0.047	0.031	0.029	0.028
10%	\$500,001 - \$1,000,000	0.045	0.030	0.028	0.026
15%	Over \$1,000,000	0.042	0.028	0.026	0.025

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
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Austin, Texas 78746

MOi9904

SECTION 7 - RATES AND CHARGES, (Continued)**7.8 Private Line Services, (continued)****7.8.2 Monthly Recurring Charges (continued)****F. OC-12 System Service**

Minimum Circuit Charge: \$14,000.00

Term Discount

		Rate per V&H DS-0 Mile			
DISCOUNT%	MONTHLY COMMITMENT	6 Mos.	1 Year	2 Years	3 Years
BASE	\$0 - \$250,000.00	0.045	0.030	0.028	0.026
5%	\$250,001 - \$500,000	0.043	0.029	0.027	0.025
10%	\$500,001 - \$1,000,000	0.041	0.027	0.025	0.023
15%	Over \$1,000,000	0.038	0.026	0.024	0.022

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
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Austin, Texas 78746

MOi9904

SECTION 7 - RATES AND CHARGES, (Continued)**7.8 Private Line Services, (continued)****7.8.2 Monthly Recurring Charges (continued)****G. OC-48c Service**

Minimum Circuit Charge: \$45,000.00

Term Discount

		Rate per V&H DS-0 Mile			
DISCOUNT%	MONTHLY COMMITMENT	6 Mos.	1 Year	2 Years	3 Years
BASE	\$0 - \$250,000.00	0.036	0.024	0.023	0.022
5%	\$250,001 - \$500,000	0.034	0.023	0.022	0.021
10%	\$500,001 - \$1,000,000	0.032	0.022	0.021	0.020
15%	Over \$1,000,000	0.031	0.020	0.020	0.019

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
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Austin, Texas 78746

MOi9904

SECTION 7 - RATES AND CHARGES, (Continued)**7.8 Private Line Services, (continued)****7.8.2 Monthly Recurring Charges (continued)****H. OC-48 System Service**

Minimum Circuit Charge: \$24.00 \$45,000.00

Term Discount

		Rate per V&H DS-0 Mile			
DISCOUNT%	MONTHLY COMMITMENT	6 Mos.	1 Year	2 Years	3 Years
BASE	\$0 - \$250,000.00	0.033	0.022	0.021	0.020
5%	\$250,001 - \$500,000	0.031	0.021	0.020	0.019
10%	\$500,001 - \$1,000,000	0.030	0.020	0.019	0.018
15%	Over \$1,000,000	0.028	0.019	0.018	0.017

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
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Austin, Texas 78746

MOi9904

SECTION 7 - RATES AND CHARGES, (Continued)**7.8 Private Line Services, (continued)****7.8.2 Monthly Recurring Charges (continued)****I. Other Charges**

	<u>Recurring</u>	<u>Nonrecurring</u>
M1/3 multiplex charges		
1 year term	\$875.00	
2 year term	\$600.00	
3 year term	\$475.00	
DACS Charge (Switching Only) per DSO	\$ 35.00	
DACS Port Charge (Bell Access to DACS) per DSO	\$ 25.00	
DS-1 DACS Port		\$125.00
Echo Cancellor (Per Circuit End)	\$250.00	\$500.00
Second End Loop (Ex; for ADPCM)	\$ 50.00	\$ 50.00

7.8.3 Interconnect Charges

Interconnect charges apply to connections between Supplier POP's in the same city or between Supplier suite to another suite in the same building. Since costs vary widely by location, the interconnect charges indicated above are the minimum amount that will be charged monthly. All I.C.B. charges incurred by Supplier will be passed through to the Customer.

	DS-1	DS-3	0C-3	0C-12	0C-48
RECURRING	\$50.00	\$200.00	\$500.00	\$1,000.00	\$3,000.00
NON RECURRING	\$250.00	\$500.00	\$1,000.00	\$1,000.00	\$3,000.00

7.8.4 Special Construction

ICB

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
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Austin, Texas 78746

MOi9904

SECTION 7 - RATES AND CHARGES, (Continued)**7.8 Private Line Services, (continued)****7.8.5 Time and Material Service**

Monday through Friday, 8:00AM to 5:00 PM, excluding Company-recognized holidays	\$75.00 per hour, 4 hour minimum
All other times and days	\$95.00 per hour, 4 hour minimum

Maintenance Charges

Trouble Assistance Ticket per dispatch (work limited to recovery of downed circuits or equipment, not new installations)

Monday through Friday 8 am to 5pm	\$75/hr, 4 hr minimum
After Hours	\$95/hr, 4 hr minimum

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
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Austin, Texas 78746

MOi9904

SECTION 7 - RATES AND CHARGES, (Continued)**7.9 Other Reseller Service Charges****7.9.1 Customer Account Activation Fee**

Non-Recurring Charge for Account Activation \$1,000.00

7.9.2 Non-Verified Account Codes

Monthly Charge for Non-Verified Account Codes: NONE

7.9.3 Verified Account Codes

Monthly Charge per Verified Account Code Table: \$15.00

7.9.4 Returned Check

Returned Check Charge (Per Check): \$10.00

7.9.5 Directory Assistance

Charge Per Directory Assistance Call: \$0.75

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
1122 Capital of Texas Highway South
Austin, Texas 78746

MOi9904

SECTION 7 - RATES AND CHARGES, (Continued)**7.10 Prepaid Calling Service**

Flat Rate Per Minute - All Rate Periods:

\$0.30

7.11 Casual Calling

Mileage Range	DAY		Evening		Night	
	First Minute	Add'l Minutes	First Minute	Add'l Minutes	First Minute	Add'l Minutes
0-10	.1050	.0860	.0840	.0680	.0680	.0560
11-14	.1430	.1240	.1140	.0990	.0930	.0800
15-18	.1680	.1520	.1370	.1220	.1110	.0990
19-23	.1920	.1620	.1480	.1290	.1360	.1050
24-28	.2040	.1620	.1620	.1380	.1570	.1200
29-33	.2040	.1660	.1630	.1480	.1620	.1320
34-40	.2310	.2000	.1710	.1550	.1690	.1440
41-50	.2310	.2010	.1710	.1560	.1690	.1440
51-60	.2400	.2110	.1790	.1620	.1700	.1480
61-80	.2500	.2200	.1790	.1690	.1700	.1500
81-100	.2590	.2260	.1920	.1710	.1710	.1510
101-125	.2880	.2400	.1970	.1920	.1710	.1580
126-150	.2970	.2590	.2090	.2070	.1740	.1700
151-190	.3070	.2680	.2160	.2140	.1790	.1740
191-300	.3160	.2780	.2230	.2210	.1860	.1810
301-over	.3640	.3250	.2800	.2500	.2380	.2120

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
 1122 Capital of Texas Highway South
 Austin, Texas 78746

MOi9904

SECTION 7 - RATES AND CHARGES, (Continued)**7.12 Operator Services**

InterLATA Per Minute Rates:

Mileage Range	DAY		Evening		Night	
	First Minute	Add'l Minutes	First Minute	Add'l Minutes	First Minute	Add'l Minutes
0-10	.1265	.1035	.1012	.0826	.0822	.0673
11-14	.1725	.1495	.1380	.1196	.1121	.0972
15-18	.2039	.1840	.1656	.1472	.1346	.1196
19-23	.2326	.1955	.1794	.1564	.1645	.1271
24-28	.2473	.1955	.1955	.1673	.1898	.1449
29-33	.2473	.2013	.1978	.1794	.1955	.1599
34-40	.2795	.2415	.2070	.1875	.2047	.1748
41-50	.2795	.2438	.2070	.1892	.2047	.1748
51-60	.2910	.2553	.2162	.1961	.2053	.1794
61-80	.3025	.2668	.2168	.2047	.2059	.1817
81-100	.3140	.2731	.2323	.2076	.2064	.1829
101-125	.2485	.2904	.2381	.2329	.2076	.1909
126-150	.3600	.3134	.2530	.2507	.2105	.2053
151-190	.3715	.3249	.2611	.2593	.2162	.2110
191-300	.3830	.3364	.2703	.2680	.2248	.2197
301-430	.4405	.3939	.3393	.3025	.2881	.2570
430-over	.4405	.3939	.3393	.3025	.2881	.2570

InterLATA Operator Assisted Surcharges:

Customer Dialed Calling Card Station	\$1.00
Operator Dialed Calling Card	\$2.25
Operator Station	\$2.25
Billed to Third Party	\$2.35
Person to Person	\$4.90

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
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 Austin, Texas 78746

MOi9904

SECTION 7 - RATES AND CHARGES, (Continued)**7.12 Operator Services, (continued)**

IntraLATA Per Minute Rates:

Mileage Range	DAY		Evening		Night	
	First Minute	Add'l Minutes	First Minute	Add'l Minutes	First Minute	Add'l Minutes
0-10	.1265	.1035	.1012	.0826	.0822	.0673
11-14	.1725	.1495	.1380	.1196	.1121	.0972
15-18	.2039	.1840	.1656	.1472	.1346	.1196
19-23	.2326	.1955	.1794	.1564	.1645	.1271
24-28	.2473	.1955	.1955	.1673	.1898	.1449
29-33	.2473	.2013	.1978	.1794	.1955	.1599
34-40	.2795	.2415	.2070	.1875	.2047	.1748
41-50	.2795	.2438	.2070	.1892	.2047	.1748
51-60	.2910	.2553	.2162	.1961	.2053	.1794
61-80	.3025	.2668	.2168	.2047	.2059	.1817
81-100	.3140	.2731	.2323	.2076	.2064	.1829
101-125	.2485	.2904	.2381	.2329	.2076	.1909
126-150	.3600	.3134	.2530	.2507	.2105	.2053
151-190	.3715	.3249	.2611	.2593	.2162	.2110
191-300	.3830	.3364	.2703	.2680	.2248	.2197
301-430	.4405	.3939	.3393	.3025	.2881	.2570
430-over	.4405	.3939	.3393	.3025	.2881	.2570

IntraLATA Operator Assisted Surcharges:

Customer Dialed Calling Card Station	\$1.00
Operator Dialed Calling Card	\$2.25
Operator Station	\$2.25
Billed to Third Party	\$2.35
Person to Person	\$4.90

BroadWing Communications Services Inc.

P.S.C. Missouri No. 2

Issued: November 24, 1999

Effective: December 24, 1999

By:

Larry Barnes, Director - Regulatory Affairs
 1122 Capital of Texas Highway South
 Austin, Texas 78746

MOi9904

SECTION 7 - RATES AND CHARGES, (Continued)

7.13 Employee Concessions

The Company offers employees discounted rates on long distance services as part of their normal compensation.

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SECTION 8 - PROMOTIONS**8.1 Special Promotions**

Carrier may, from time to time, waive or vary the rates and charges associated with certain services for promotional, market research, or other similar purposes. In no case, shall the resulting rates and charges exceed the rates and charges listed in this tariff for the same services. Such promotions shall be approved in advance by Commission with specific starting and ending dates, and such promotions shall run no longer than ninety (90) days in any twelve (12) month period.

8.2 Competitive Response Promotion

In order to acquire or retain Customers, the Carrier will match certain offers made by other interexchange carriers/resellers where the Customer can demonstrate to the Carrier's satisfaction that it intends to accept such offer as an inducement to subscribe to or remain subscribed to such other interexchange carrier's/reseller's services. Promotional rates will be submitted to the Commission for approval when required.

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