

X S P E D I U S

Xspedius Management Co., LLC
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Edwin Reese
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April 25, 2003

Transmittal No. 1

Mr. Dale Roberts
Chief Regulatory Law Judge/Secretary
Missouri Public Service Commission
200 Madison Street
Suite 100
Jefferson City, MO 65101

FILED

APR 28 2003

**Missouri Public
Service Commission**

Re: Xspedius Management Co. Switched Services, LLC d/b/a Xspedius Communications – MO P.S.C. No. 4

Dear Mr. Roberts:


Enclosed please find an original and three copies of the initial tariff filings for Xspedius Management Co. Switched Services, LLC d/b/a Xspedius Communications (Xspedius) in its entirety. We respectfully request that the proposed tariff filing become effective on May 28, 2003.

Pursuant to the Commission rule 4CFR 240-2.060(16), Xspedius submits its Local Exchange Services. The tariff is substantially identical to the former Xspedius Management Co. Switched Services, LLC Local Exchange Services tariff. All rates are identical to those of the former Xspedius. However, the company's name has been changed to recognize the d/b/a.

Xspedius asks that tariff No. 4 replace the former in its entirety. The previous tariff No. 1 was granted authority under Case No. CA-2002-1153.

Please date stamp and return the extra copy of this filing in the enclosed self-addressed stamped envelope, indicating the Commission's receipt. If you have any questions in this matter, please do not hesitate to contact me.

Sincerely,



Edwin Reese
Director of Regulatory Affairs

Enclosures

424347

X _____



State of Missouri
Matt Blunt, Secretary of State

Corporations Division
P.O. Box 778, Jefferson City, MO 65102

James C. Kirkpatrick State Information Center
600 W. Main Street, Rm 322, Jefferson City, MO 65101

Registration of Fictitious Name

(Submit in duplicate with filing fee of \$7)

(Must be typed or printed)

This information is for the use of the public and gives no protection to the name being registered. There is no provision in this Chapter to keep another person or business entity from adopting and using the same name. (Chapter 417, RSMo)

The undersigned is doing business under the following name, and at the following address:

Business name to be registered: XSPEDIUS COMMUNICATIONS

Business Address: 5555 Winghaven Blvd.
(P.O. Box alone not acceptable)

City, State and Zip Code: O'Fallon, MO 63366

The parties having an interest in the business, and the percentage they own are (if a business entity is owner, indicate business name and percentage owned. If all parties are jointly and severally liable, percentage of ownership need not be listed):

Name of Owners, Individual or Business Entity	Street and Number	City and State	Zip Code	If listed, Percentage of ownership must equal 100%
Xspedius Management Co. Switched				
Services, LLC	5555 Winghaven Blvd.	O'Fallon, MO	63366	
<i>FL 67190 ac</i>				

In Affirmation thereof, the facts stated above are true:

(The undersigned understands that false statements made in this filing are subject to the penalties of a false declaration under Section 575.060 RSMo 1986.)

[Signature] _____ Lawrence P. Beilenson *1/22/03*
 (Authorized Signature) (Printed Name) *SB Council Council* (Date)

 (Authorized Signature) (Printed Name) (Date)

 (Authorized Signature) (Printed Name) (Date)

FILED

JAN 27 2003

Matt Blunt
SECRETARY OF STATE

FOR OFFICIAL USE ONLY
 Check # 5519
 Amount: 14 *1 fee*
 Filer's Initials: *[Signature]*

Schedule of Rates, Rules and Regulations
Governing the Provision of resold and facilities-based
Basic Local Exchange Telecommunications Service
in Portions of the State of Missouri

OFFERED BY

Xspedius Management Co. Switched Services, LLC
d/b/a Xspedius Communications
7125 Coumbia Gateway Drive
Suite 200
Columbia, Maryland 21046

The Missouri Public Service Commission in its order in Case No. CA-2002-1153
has classified Xspedius Management Co. Switched Services, LLC d/b/a Xspedius Communications
and its basic local exchange telecommunications services offered as competitive.

WAIVER OF STATUTES AND RULES

Pursuant to its Report and Order issued in Case No. TA-96-455, *In the Matter of the Application of Xspedius Management Co. Switched Services, LLC d/b/a Xspedius Communications*, the Missouri Public Service Commission waived the following statutes and regulations for purposes of the provision of the telecommunications services set forth herein:

STATUTES

Section 392.210.2	Uniform system of accounts
Section 392-270	Property valuation
Section 392.280	Depreciation rates
Section 392.290.1	Issuance of stocks and bonds
Section 392.300.2	Acquisition of stock
Section 392.310	Issuance of stocks and bonds
Section 392.320	Stock dividends
Section 392.330	Issuance of securities, debt and notes
Section 392.340	Reorganization

COMMISSION RULES

4 CSR 240-10.020	Income on depreciation fund investments
4 CSR 240-30.040	Uniform system of accounts
4 CSR 240-35	Reporting of bypass and customer- specific

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EXPLANATION OF SYMBOLS, REFERENCE
MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF

The following symbols shall be used in this tariff for the purpose indicated below:

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

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate telecommunications services by Xspedius Management Co. Switched Services, LLC d/b/a Xspedius Communications, hereinafter referred to as "the Company", to business customers within a local calling scope as defined herein. The Company was granted a certificate of service authority to provide all forms of competitive basic local telecommunications services, and was classified as competitive, by the Missouri Public Service Commission in Case No. XA-2002-1154

The Company will not offer services to residential customers pursuant to this tariff but may do so in the future pursuant to subsequent tariffs.

All services offered by the Company pursuant to this tariff will be offered on a either a resold or facilities-based basis.

GENERAL CONCURRENCE

Excluding rates to be charged, and unless otherwise specifically stated herein, Xspedius Management Co. Switched Services, LLC d/b/a Xspedius Communications concurs in the conditions, limitations, restrictions, rules and regulations applying to and governing services offered by Southwestern Bell Telephone Company in its local and general exchange tariffs on file with and approved by the Public Service Commission of the State of Missouri and in any amendments or revisions thereto as authorized by the Missouri Public Service Commission or applicable law.

The Company reserves the right to cancel and void, after Commission approval, the above concurrence statement, subject to requirements as may be ordered by the Missouri Public Service Commission, at any and such time as it appears that such cancellation is in the best interest of the Company and/or its customers.

DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

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

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the company operator.

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

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

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

Call Forwarding: Allows calls to be routed to a user-defined line inside or outside the customer's telephone system.

Call Forwarding Station: Allows calls directed to a station line to be routed to a user defined line inside or outside the customer's telephone system.

Call Forwarding System: Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the customer's telephone system.

Call Forwarding Remote: This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

DEFINITIONS

Call Forwarding Busy: Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Don't Answer: Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Variable Limited: When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

Call Forwarding Variable Unlimited: The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes on-hook.

Call Park: Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

Call Pickup: Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a customer group.

DEFINITIONS

Call Transfer: Allows a station line user to transfer any established call to another station line inside or outside the customer group without the assistance of the attendant.

Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switchhook flash.

Communication Services: The Company's intrastate toll and local exchange switched telephone services.

Company or XMC: Xspedius Management Co. Switched Services, LLC d/b/a Xspedius Communications, the issuer of this tariff.

Customer or Subscriber: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

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

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, bypassing a central answering point.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Do Not Disturb: Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

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

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

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

DEFINITIONS

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Joint User: A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by XSPEDIUS and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Kbps: Kilobits per second, denotes thousands of bits per second.

Last Number Redial: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff FCC No. 4.

Local Calling Scope: The metropolitan calling area (MCA) mandatory calling scope of the incumbent local exchange company, but it does not include tiers designated as optional.

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

Mbps: Megabits, denotes millions of bits per second.

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

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

DEFINITIONS

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

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Speed Calling: Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer-changeable.

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

Station: Allows a station line user to add, change or delete telephone numbers from a speed calling list. The list is dedicated to the individual station line user.

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

Trunk: A business communication line between two switching systems. (A switching system typically includes equipment in a central office and PBXs.)

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

User or End User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

Utilities: Electric, telephone or other public utilities, whose facilities are utilized by Company in provision of the services described in this tariff.

2.0 REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within a local calling scope in portions of the State of Missouri, as specified herein.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.2 Shortage of Equipment or Facilities

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

REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

- D) Service may be terminated upon written notice to the Customer if:
 - 1) the Customer is using the service in violation of this tariff; or
 - 2) the Customer is using the service in violation of the law.
- E) This tariff shall be interpreted and governed by the laws of the State of Missouri regardless of its choice of laws provision.
- F) The incumbent local exchange carrier or other companies must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G) To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

- A) The liability of the Company and Utilities for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company and Utilities. The Company and Utilities will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company or Utilities' service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B) The Company and Utilities shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- C) The Company and Utilities shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- D) The Company and Utilities 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.
- E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnities and holds the Company and Utilities harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.

REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G) The Company and Utilities shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- H) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- D) **THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.**
- J) With respect to directory listings, the Company's liability shall be limited to the provisions of Section 5.1.1, and the further limitations provided in this Section.
- K) The Company's Year 2000 readiness depends on the readiness of several third party vendors whose Year 2000 readiness the Company cannot control. Due to the interdependence among telecommunications providers and the interrelationship with non-Company processes, equipment and systems, the Company is not responsible for Year 2000 failures caused by circumstances beyond its control, including, but not limited to failures caused by: 1) the Customer; 2) other telecommunications provider; 3) customer premises equipment; or 4) suppliers of hardware, software, data, and other equipment and supplies. The Company will make reasonable effort to cure any material failure to provide service caused solely by year 2000 defects in XSPEDIUS's hardware, software, or systems.

REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.5 Notification of Service-Affecting Activities

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

REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision 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 only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.

REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

- E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

- G) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2) the reception of signals by Customer-provided equipment.

REGULATIONS

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

REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.8 Special Construction

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

- A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- D) in a quantity greater than that which the Company would normally construct;
- E) on an expedited basis;
- F) on a temporary basis until permanent facilities are available;
- G) involving abnormal costs; or
- H) in advance of its normal construction.

2.1.9 Ownership of Facilities

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

REGULATIONS

2.2 Prohibited Uses

- A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Missouri Public Service Commission regulations, policies, orders, and decisions.
- C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- D) A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

REGULATIONS

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A) the payment of all applicable charges pursuant to this tariff;
- B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication 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). Any and all 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 borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

- E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's 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;

REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G) not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims

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

- A) any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- 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.

REGULATIONS

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A) Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

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

REGULATIONS

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

- A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B) Communication 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 that are applicable to such connections.
- C) Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

REGULATIONS

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

- A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

- B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

REGULATIONS

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

A) Taxes/Lawful Surcharges

All applicable state and local taxes, Relay Missouri surcharge, 911 surcharges and other lawful surcharges, including gross receipts tax, sales tax, and municipal utilities tax, are not included in the Company's quoted service rates. The Customer is responsible for payment of any universal service, sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services. All charges and fees subject to the Missouri Public Service Commission jurisdiction, except taxes and franchise fees, will be submitted to the Missouri Public Service Commission for prior approval.

2.5.2 Billing and Collection of Charges

- A) Non-recurring charges are due and payable from the customer within 30 days after the invoice date, unless otherwise agreed to in advance.
- B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

- D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company that a financial institution refused to honor.
- F) Unless otherwise waived by the Missouri Public Service Commission, the applicable provisions of 4 CSR 240-33 shall apply to all deposits, billings and any service disconnections made by the Company.
- G) If service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.

REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.4 Deposits

- A) To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
- 1) two month's charges for a service or facility that has a minimum payment period of one month; or
 - 2) the charges that would apply for the minimum payment period for a service or facility that has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B) A deposit may be required in addition to an advance payment.
- C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- D) Deposits will accrue interest at a rate of nine percent (9%).

REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service

- A) Upon nonpayment of any amounts owing to the Company by a business Customer, the Company may, by giving 5 days' 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.

REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service (Cont'd)

- D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F) In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.6 Cancellation of Application for Service

- A) Applications for business service cannot be canceled without the Company's agreement. Where the Company permits a business Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, 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 commenced (all discounted to present value at six percent).
- C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D) The special charges described in 2.5.6(A) through 2.5.6(C) will be calculated and applied on a case-by-case basis.

REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6 Allowances for Interruptions in Service

Interruptions in service that 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.

2.6.1 Credit for Interruptions

- A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when a service, facility or circuit is reported to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If a service, facility or circuit is reported to be inoperative but the customer declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- B) For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

REGULATIONS

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

- C) A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

REGULATIONS

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

C) (Cont'd)

Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days' credit will be allowed for any one month period.

REGULATIONS

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

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

REGULATIONS

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

REGULATIONS

2.7 Use of Customer's Service by Others

2.7.1 Resale and Sharing

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

2.7.2 Joint Use Arrangements

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

REGULATIONS

2.8 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

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

- A) all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C) all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation; minus
- D) a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

2.9 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; or
- B) pursuant to any sale or transfer of substantially all the assets of the Company; or
- C) pursuant to any financing, merger or reorganization of the Company.

REGULATIONS

2.10 Notices and Communications

- A) 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.
- B) The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- C) All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- D) 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.

REGULATIONS

2.11 Operator Services Rules

The Company will enforce the following operator service rules.

Carrier will not bill for incomplete calls where answer supervision is available. Carrier will not bill for incomplete calls and will remove any charge(s) for incomplete calls upon (i) subscriber notification or (ii) Carrier's knowledge.

The caller and billed party, if different from the caller, will be advised that Carrier is the operator service provider at the time of the initial contact.

Rate quotes will be given upon request, at no charge, including all rate components and any additional charges.

Only tariffed rates approved by this Commission for carrier shall appear on any local exchange company (LEC) billings.

Carrier shall be listed on the LEC billing if the LEC has multicarrier billing ability.

Carrier will employ reasonable calling card verification procedures which are acceptable to the companies issuing the calling cards.

Carrier will route all 0- or 00- emergency calls in the quickest possible manner to the appropriate local emergency service provider, at no charge.

Upon request, Carrier will transfer calls to other authorized interexchange carriers or to the LEC, if billing can list the caller's actual origination point.

3.0 SERVICE AREAS

3.1 GENERAL

The Company's provision of the telecommunications services herein described shall be limited to customers within the Company's service area. The Company's service area consists of the exchanges and related local calling scopes of the following incumbent local exchange telecommunications companies:

3.1.1 Southwestern Bell Telephone Company

3.1.1 Southwestern Bell Telephone Company

The Company's service area consists of the Principal Zone, MCA -1 and MCA-2 Zone of the Kansas City Metropolitan Exchanges as defined in Southwestern Bell Telephone Company's Local Exchange tariffs. The Company's provision of service within said service area is subject to the availability of appropriate facilities

3.0 SERVICE AREAS

3.1.2 Kansas City Metropolitan Exchange

The Kansas City Metropolitan Exchange consists of three zones; Principal Zone (Zone 1), Metropolitan Calling Area-1 (Zone 2), and Metropolitan Calling Area-2 (Zone 3). The following are the zones included in the Kansas City Metropolitan Exchange:

<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>
Principal	Gladstone	Belton
	Independence	Blue Springs
	Parkville	East Independence
	Raytown	Lee's Summit
	South Kansas City	Liberty
		Nashua
		Tiffany Springs

4.0 EXCHANGE ACCESS SERVICE

4.1 General

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

- A) receive calls from other stations on the public switched telecommunications network;
- B) access other services offered by the Company as set forth in this tariff;
- C) access certain interstate and international calling services ;
- D) access (at no additional charge) the Company's operators and business office for service related assistance;
- E) access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- F) access services provided by other common carriers that purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.

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

The following Exchange Access Services are offered:

Basic Local Exchange
Basic Exchange Analog Trunk Service
Basic Exchange Digital Trunk Service
DID Trunk Service

The rates for Exchange Access Services are offered in Section 11, Rates for Services.

EXCHANGE ACCESS SERVICE

4.2 Basic Exchange Line Service

Basic Line Service provides a Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Company-provided Basic Lines. Each Basic Line is provided with Touch Tone as a standard feature, which can be deleted at the Customer's option.

Basic Exchange Line Service is also available with various calling features and options specified herein. Additionally, customer wishing to purchase single calling features may order those desired as set forth in Section 13, Rates for Services.

4.2.1 Residential Service

Pursuant to 4 CSR 240-33...[reserved for future use].

EXCHANGE ACCESS SERVICE

4.3 PBX Trunk Service

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

4.4 Digital PBX Trunk Service

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

Basic Trunks may be equipped with Direct Inward Dial (DID) capability and DID number blocks for additional charges, as set forth in Section 4.8. The price shown below is based on the number of channels activated on the digital transport facility and upon the distance of the transport facility. The price shown below is based on the number of channels ordered and includes the price of transport, voice feature activation, Network Access Register charges and similar charges.

EXCHANGE ACCESS SERVICE

4.5 DID Trunk Service

DID service is an optional feature which can be purchased in conjunction with Company-provided Basic Trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID number blocks apply in addition to charges specified for Basic Trunks or Digital Trunks in Sections 4.6 and 4.7, respectively.

One DID Additive charge applies for each DID-equipped Basic Trunk or DID-equipped channel on a Digital Trunk. The Customer is required to purchase at least one DID number block for each DID-equipped trunk or trunk group, or DID-equipped channel or channel group

4.6 Hunt/Grouping Service

Hunting Service is a combination of two or more trunks or individual lines connected to the central office so that incoming calls overflow to the next available trunk or line if that trunk or line is busy. The charge for Hunting Service on trunks and lines is in addition to the regular trunk or line rate and charged on a per-line/trunk basis.

4.7 CLASS (Custom Local Area Signaling Service) Features

CLASS features are available to subscribers of Basic Business Exchange Line on an *a la carte* basis.

Automatic Callback - allows customer to automatically return the last incoming call (whether the call was answered or missed. If the number being called back is busy Automatic Callback will alert customer with a special ring when the line becomes clear.

Automatic Recall - automatically redials the telephone number of the last outgoing call. If the number being called back is busy Automatic Recall will alert customer with a special ring when the line becomes clear. Whenever the calling party activates caller ID blocking the Customer will not be able to utilize automatic recall

Call Block - provides the customer the ability to prevent incoming calls from up to six different telephone numbers.

Call Selector - provides a distinctive ringing pattern to the subscribing customer for up to six specific telephone numbers.

Call Tracing - enables the customer to initiate an trace of the origin of the last incoming call by dialing an activation code. If a trace is successful, the Company's equipment will record the incoming call detail (not the conversation). The results of the trace will not be provided to the customer directly. For further action to be taken, the customer should follow the instructions received after a successful trace activation. Call Tracing is billed at a per successful activation , as set forth in Section 11.

Call Transfer - customer presses the flash hook, receives second dialtone and dials number existing call is to be transferred to. Customer may hang-up immediately or introduce call and then hang-up.

Caller ID Name Delivery - displays the name and number of the calling party on a special display telephone or display unit.

Caller ID Number Delivery - displays the number of the calling party on a special display telephone or display unit.

Directory Number Privacy - allows customer to prevent the their name and number from appearing on the called party's Caller ID telephone or display unit. Privacy feature must be activated by customer on a call by call basis.

Preferred Call Forwarding - allows the customer to transfer up to six selected numbers to another telephone number.

4.8 Business Custom Services (BCS)

Description:

Customers can choose from following custom services as additional features which can be added to Basic Business Line Exchange service on an a la carte basis.

Call Forwarding Variable - allows subscribers to redirect all incoming calls to another telephone number. This service uses a courtesy call so the customer can notify the party at the forward to number that calls are going to be redirected to their number.

Call Forwarding Busy Line - automatically redirects incoming calls to a pre-designated telephone number or to a voice mail (FirstLine) service when the customers line is busy.

Call Forwarding Don't Answer - automatically redirects incoming calls to a pre-designated telephone number or to a voice mail (FirstLine) service when the customers telephone is not answered within a specified amount of time.

Remote Activation of Call Forwarding - allows the customer to activate or deactivate Call Forwarding Variable from a telephone other than the one to which the service is assigned.

Remote Call Forwarding - automatically redirects all incoming calls to a customers number to a pre-designated number.

Call Waiting Terminating - alerts the customer to an incoming call while the line is in use . The service signals the customer with two separate tones or tone patterns. The customer is able to place the first party on hold while he/she takes the second call. The customer can switch back and forth between the two parties by flashing the switch hook.

Cancel Call Waiting - allows the customer to cancel the Call waiting feature on a call by call basis. This can be done before the customer places a call or during a conversation (if the customer also subscribes to Three Way Calling).

Three Way Conference Calling - allows customers to have a conference call with two other parties at different numbers. With this service the customer can initiate calls to both parties or add another party to an established call.

Speed Calling 30 - allows the subscriber to assign 1 or 2 digit dial codes for telephone numbers and/or access codes. Up to 30 codes can be assigned.

EXCHANGE ACCESS SERVICE

4.9 ISDN/PRI

4.9.1 Description of Service

ISDN PRI service provides a method of access to the telephone network called Primary Rate Interface (PRI). Primary Rate Interface is an ISDN based, DSI access link to the telecommunications network and provides integration of multiple voice and data transmission channels on the same line. The basic channel structure for PRI is twenty three (23) 64 Kbps bearer channels (B channels) and one (1) 64 Kbps data channel (D channel). These B channels may be used to connect the customer's CPE to the Public Circuit Switched Network (e.g. outward, inward and two-way trunks, and WATS/800 Service access lines).

ISDN PRI service is a service for the transmission of digital signals only. Clear Channel Capability and Extended Superframe Format are inherent to the service. Customer Premise Equipment (CPE) that is compatible with the ISDN PRI service interface is the responsibility of the user for provisioning. XSPEDIUS shall not be responsible if changes in any of the equipment, operations or procedures of XSPEDIUS utilized in the provision of ISDN PRI service render any facilities provided by the customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance. Digital transmission rates at speeds less than those indicated may be accomplished as a function of the particular CPE furnished by the user. Suspension of service is not allowed. Individual Case Basis pricing will be available for on-network customers or for customers agreeing to term plans. Busy line verification and Emergency Interrupt service is not available for ISDN PRI services.

Telephone numbers transmitted via the Incoming Call Identification feature are intended solely for the use of the ISDN PRI service subscriber. Resale of this information is prohibited by this Tariff except the caller's numbers may be provided to the subscriber's client for those calls sponsored or provided by that client where the client's identity is disclosed to the caller and the client agrees not to distribute such information to others.

EXCHANGE ACCESS SERVICE

4.9 ISDN/PRI (cont'd)

4.9.1 Description of Service (cont'd)

Non-facility Associated Signaling (NFAS) provides the capability to serve multiple DSI's over a single D channel (NB+D). This feature can be ordered where switch capabilities exist as stipulated in the vendor technical documentation. When NFAS is selected, the customer will order one ISDN PRI service arrangement with 23 B channels and 1 D channel. Additional ISDN PRI service arrangements are ordered with 24 B channels. The D channel activated on the initial arrangement serves the additional ISDN PRI service arrangements. Up to nineteen ISDN PRI configured at 24B + 0D may be ordered in conjunction with one 23B + D ISDN PRI. If the customer desires, he/she may also request a back-up D channel with the NFAS option. It is recommended that additional D channels be provisioned in separate DSI arrangements. There will be no charge for the NFAS option.

4.9.1.1 Application of Rates

ISDN features are priced at a per channel rate unless otherwise specified.

EXCHANGE ACCESS SERVICE

4.9 ISDN/PRI (cont'd)

4.9.1 Description of Service (cont'd)

4.9.1.2 Service Components

The customer may choose any number of channels, up to twenty-three per Primary Rate Interface, to be active with a corresponding number of services (e.g. inward/outward trunks, WATS Lines, 800 Service) selected. The customer may also choose to have more services selected than channels available for specific applications. The total number of communication paths may not exceed the number of channels subscribed.

The required components of ISDN PRI service will be as follows:

Digital Loop Channels
Primary Rate Interface
Primary Rate B Channels
Call-by-Call / Integrated Service Access Feature Capability
Network Access

Digital Loop Channels - Provides a four-wire access loop from the customer premises to the serving wire center. The transmission characteristics of this loop support Clear Channel Capability and Extended Superframe Format (ESF).

Interoffice Channels - Provides for the transmission facilities between XSPEDIUS servicing wire centers with a LATA.

Primary Rate Interface - Provides multiplexing to support up to twenty-three (23) B channels at 64 Kbps and one D channel also at 64 Kbps. When Non-facility Associated Signaling (NFAS) is ordered, the PRI service can provide up to twenty-four (24) B channels at 64 Kbps.

EXCHANGE ACCESS SERVICE

4.9 ISDN/PRI (cont'd)

4.9.1 Description of Service (cont'd)

4.9.1.2 Service Components (cont'd)

Primary Rate B Channels - Provides circuit switched service that will allow either voice or data transmission at up to 64 Kbps. Monthly rates for Primary Rate B Channels will be flat rate billing for all use of local exchange network. Voice calls may be completed to both ISDN and non-ISDN lines. Data transmission on the B channel will be circuit switched at 64 Kbps within the switch and between ISDN compatible central offices. ISDN interconnection to non-ISDN equipped central offices may be potentially subjected to analog transmission or sub-rated at 56 Kbps.

Dynamic Channel Allocation - Allows the customers to dynamically allocate the channels of the ISDN PRI service. The customer may also choose voice or data transmission on a per call basis. In addition, the customer may choose to subscribe to more services than channels and dynamically change the services in use.

EXCHANGE ACCESS SERVICE

4.9 ISDN/PRI (cont'd)

4.9.3 Termination Liability

A Termination Liability charge is applicable at the date of termination. The applicable charge is dependent on the contract period subscribed to and will be equal to the number months remaining in the contract times the monthly rate provided under the contract. All end-user federal, state and local taxes and surcharges will be levied at existing tariff rates.

4.10 Call Blocking - Information Services

Exchange Access Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched network except calls to other telephone companies' caller paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility.

4.11 Switched Access Service

[RESERVED FOR FUTURE USE]

EXCHANGE ACCESS SERVICE

4.12 Payphone

4.12.1 Description of Service

- A. Product Definition - Access line service for Payphone Service Providers (PSPs) is an exchange line service provided at the request of a subscriber for telecommunications use by the general public.
1. This access line service is provided on a flat rate basis.
 2. This access line service is provided for use with customer-provided noncoin-operated public telephones or customer-provided coin-operated public telephones.
 3. Completion of local message is provided by the Company.
 4. The subscriber shall be responsible for installation, maintenance and operation of customer-provided public telephones used in connection with this service.
 5. Customer-provided public telephones must be connected to the Company network in compliance with Part 68 of the F.C.C. Rules and Regulations.
 6. The service is furnished pursuant to and on the condition that the PSP will adhere to all applicable regulations.
 7. The service is provided for use by the subscriber but may be used by others when so authorized by the subscriber, provided that all such usage is subject to provisions of this tariff.
 8. This service is not subject to concessions.
 9. This service may not be temporarily suspended at a prorated rate.
 10. Access line service for customer-provided public telephones can not be included on accounts containing other classes of service. A separate account is required for this offering at each location.
 11. The access lines may include an optional screening feature to prevent the operator from allowing toll charges against the subscriber's line. The operator cannot perform coin collecting functions.
 12. The Company is not responsible for refunds of coins deposited in customer-provided coin-operated public telephones.
 13. Customer-provided public telephones may not be attached to other types of access lines, absent express approval of the Company.
 14. The subscriber to this service will be responsible for any and all toll charges billed to the subscriber's account.

EXCHANGE ACCESS SERVICE

4.12 Payphone (cont'd)

4.12.1 Description of Service (cont'd)

15. The following public service considerations are applicable to Customer-Provided Public Telephones:

- a. All customer-owned instruments must be registered under Part 68 of the F.C.C. Regulation Program to be connected to the Exchange Network.
- b. The instruments must be able to accommodate the hearing impaired and handicapped persons.
- c. The instruments must be installed in compliance with the National Electrical Safety Code.
- d. Non-chargeable Operator, 911 and 800/888 numbers, must be able to be made without a coin deposit, and with no time limitation.
- e. Emergency numbers, (Operator Assistance and 911) must be clearly posted at each instrument location
- f. Procedures for obtaining a refund from the owner must be clearly posted at each instrument location.
- g. The instrument must have any and all operating instructions posted thereon.
- h. Coins must be returned by the instruments for any incomplete calls.
- i. All repairs shall be performed on the instruments, with a reasonable amount of time, the responsibility of which is placed upon the owner of the telephone.
- j. A subscriber must order a separate public access line for each instrument installed and will be billed the tariffed rate for each such access line.
- k. In order to protect the public access line user's right to privacy, the customer-provided instrument must be capable of disabling any extension telephone also on the line during the time the public telephone is in use.

EXCHANGE ACCESS SERVICE

4.12 Payphone (cont'd)

4.12.1 Description of Service (cont'd)

16. For customers subscribing to Caller ID, if the incoming call originates from a customer-provided public telephone, the name information transmitted will always be "Pay Phone".
17. The instrument must display information on the name, address and telephone number of the person or entity responsible for the payphone where callers can obtain assistance when problems occur with pay telephone service. PSPs shall provide and post on or near the payphone;
 - a. The name and phone number of the owner of the instrument
 - b. A cost free method for reporting complaints and obtaining refunds.
18. Access lines to this service must be dedicated with one line for each station and shall not be connected behind a PBX or other line concentration device.
19. PSPs that provide access to long-distance services shall:
 - a. Allow access to all certified long-distance carriers through 1-700, 1-800, 1-888, 1-950, 10XXX, or 101XXXX dialing. Access to the services of long distance carriers shall not be blocked or intercepted by PSP or traffic aggregators. Such calls shall be routed to the network as dialed by the end user.
 - b. Allow access to Company operators. All "0-" calls and "0+" local calls shall be directed to the incumbent local exchange company.. Such calls shall be routed to the network as dialed by the end user.
 - c. Not accept calling cards for billing purposes if they are unable to validate the call.

EXCHANGE ACCESS SERVICE

4.12 Payphone (cont'd)

4.12.1 Description of Service (cont'd)

B. Rates and Charges -

1. The Business Flat Rate service monthly rate for the exchange is applicable to PSP access exchange lines.
2. The subscriber is responsible for Directory Assistance service charges.
3. Non-sent paid local calls will be charged to the end users plus the appropriate operator surcharges.
4. Non-sent paid calls into the Expanded Local Calling area (intraLATA) will be charged to the end user plus the appropriate operator surcharges.

C. Special Arrangements

Special Arrangements are available with the approval of the Company

D. Local Calling Area

The local calling area (LCA) is the area in which an end user can make calls and not pay for intraLATA or interLATA charges.

EXCHANGE ACCESS SERVICE

4.12 Payphone (cont'd)

4.12.1 Description of Service (cont'd)

F. Billing

1. ACSI will invoice the customer for one Basic Line Charge, and any other applicable taxes and surcharges (subject to the Commission's approval) for each Basic PSP line.
2. ACSI will invoice for all optional features and all IntraLATA toll usage, where appropriate.
3. Optional Billing Output (currently in testing phase): ACSI can provide a customer's invoice on CD-ROM. Customer will be charged a one time setup fee and a monthly recurring charge. Customer may also be charged for any requested development changes to the CD-ROM format.

G. Sales

1. Market Serving Area - The market serving area (MSA) will remain the same for both resale and retail. No sales of payphones which are outside the current MSA will be supported.
2. Dispute Resolution - Account Executives and General Managers will perform account management function and acts as direct interface with the PSP. ACSI Customer Care will not provide specialized support of PSPs.

EXCHANGE ACCESS SERVICE

4.13 e-spire™ ISDN

4.13.1 Description of Service

e-spire™ ISDN service provides a method of access to the telephone network using ISDN Primary Rate Interface (PRI). Primary Rate Interface is an ISDN based, DS1 access link to the telecommunications network and provides integration of multiple voice and data transmission channels on the same line. The basic channel structure for PRI is twenty three (23) 64 Kbps bearer channels (B channels) and one (1) 64 Kbps data channel (D channel). These B channels may be used to connect the customer's Customer Premise Equipment (CPE) to the Public Circuit Switched Network (e.g. outward, inward and two-way trunks, and WATS/800 Service access lines).

e-spire™ ISDN is a service for the transmission of digital signals only. Clear-Channel Capability and Extended Superframe Format are inherent to the service. Customer Premise Equipment (CPE) that is compatible with the ISDN PRI service interface is the responsibility of the user for provisioning. The Company shall not be responsible if changes in any of the equipment, operations or procedures of The Company utilized in the provision of ISDN PRI service render any facilities provided by the customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance. Digital transmission rates at speeds less than those indicated may be accomplished as a function of the particular CPE furnished by the user. Suspension of service is not allowed. Busy line verification and Emergency Interrupt service is not available for ISDN PRI-based services.

Telephone numbers transmitted via the Incoming Call Identification feature are intended solely for the use of the e-spire™ ISDN PRI service subscriber. Third Parties, such as telemarketers, other customers, or entities which are clients of ACSI's subscriber, may not receive or be sold or given any caller's numbers. The caller's numbers may be provided by the subscriber to the subscribers' client only when all of these conditions are met:

- 1) when the calls are sponsored or provided by that client.
- 2) where the client's identity is disclosed to the caller.
- 3) where the client agrees not to distribute such information to others, and
- 4) after evidence of such client agreement has been obtained in writing from the subscriber by ACSI.

EXCHANGE ACCESS SERVICE

4.13 e-spireTM ISDN (cont ' d)

4.13.1 Description of Service (cont ' d)

Non-facility Associated Signaling (NFAS) provides the capability to serve multiple DS1 ' s over a single D channel (NB+D). This feature can be ordered where switch capabilities exist as stipulated in the vendor technical documentation. When NFAS is selected, the customer will order one ISDN PRI service arrangement with 23 B channels and 1 D channel. Additional ISDN PRI service arrangements are ordered with 24 B channels. The D channel activated on the initial arrangement serves the additional ISDN PRI service arrangements. Up to nineteen ISDN PRI configured at 24B + 0D may be ordered in conjunction with one 23B + D ISDN PRI. If the customer desires, he/she may also request a back-up D channel with the NFAS option. It is recommended that additional D channels be provisioned in separate DS1 arrangements.

4.13.1.1 Application of Rates

e-spireTM ISDN PRI service lines furnished between a Serving Wire Center and the customer's premises will be charged at rates set forth in Section 11. e-spireTM ISDN PRI service rates under any Term Payment Plan are exempt from The Company initiated charges for the payment period selected. Rates in effect at the time service is installed and/or of the service order application date, will be applicable until the contract expires. At the expiration date of the customer's payment period option, the customer may select a new payment period at current rates or revert to current rates on a month-to-month basis. ISDN features are priced at a per channel rate unless otherwise specified. Applicable e-spire rates are set forth in Section 11 of this Tariff.

EXCHANGE ACCESS SERVICE

4.13 e-spire™ ISDN (cont' d)

4.13.1 Description of Service (cont' d)

4.13.1.2 Service Components

The customer may choose any number of channels, up to twenty-three per Primary Rate Interface, to be active with a corresponding number of services (e.g. inward/outward trunks, WATS Lines, 800 Service) selected. The customer may also choose to have more services selected than channels available for specific applications. The total number of communication paths may not exceed the number of channels subscribed.

The required components of e-spire™ ISDN PRI service will be as follows:

Primary Rate Interface/Access Facility
Primary Rate B Channels
Network Access and Usage Charges where applicable

Primary Rate Interface/Access Facility:

- A. Digital Loop Channels - Provides a four-wire access loop from the customer premises to the serving wire center. The transmission characteristics of this loop support Clear Channel Capability and Extended Superframe Format (ESF).
- B. Interoffice Channels - Provides for the transmission facilities between The Company servicing wire centers within a LATA.

Primary Rate Interface - Provides multiplexing to support up to twenty-three (23) B channels at 64 Kbps and one D channel also at 64 Kbps. When Non-facility Associated Signaling (NFAS) is ordered, the PRI service can provide up to twenty-four (24) B channels at 64 Kbps.

EXCHANGE ACCESS SERVICE

4.13 e-spire™ ISDN (cont ' d)

4.13.1 Description of Service (cont ' d)

4.13.1.2 Service Components (cont ' d)

Primary Rate B Channels - Provides circuit switched service that will allow either voice or data transmission at up to 64 Kbps. Monthly rates for Primary Rate B Channels will be flat rate billing for all use of local exchange network. Voice calls may be completed to both ISDN and non-ISDN lines. Data transmission on the B channel will be circuit switched at 64 Kbps within the switch and between ISDN compatible central offices. ISDN interconnection to non-ISDN equipped central offices may be potentially subjected to analog transmission or sub-rated at 56 Kbps.

Optional Feature:

Call-by-Call / Integrated Service Access Feature Capability - Allows the customers to dynamically allocate the channels of the ISDN PRI service. The customer may also choose voice or data transmission on a per call basis. In addition, the customer may choose to subscribe to more services than channels and dynamically change the services in use.

EXCHANGE ACCESS SERVICE

4.13 e-spire™ ISDN(cont ' d)

4.13.1.3 Termination Liability

A Termination Liability charge is applicable at the date of termination. The applicable charge is dependent on the contract period subscribed to and will be equal to the number of months remaining in the contract times the monthly rate provided under the contract. All end-user federal, state and local taxes and surcharges (subject to Commission's approval) will be levied at existing tariff rates.

5.0 EXCHANGE ACCESS OPTIONAL FEATURES

5.1 Directory Listings

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number¹ in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at an additional rate.

5.1.1 Directory Errors or Omissions

Consistent with Section 2.14, the Company's liability arising from any and all errors in, omissions or erroneous inclusions of directory listings shall be limited to and satisfied by a refund not exceeding the amount of the directory listing charges for such of the Customer's service as is affected during the period covered by the directory in which the error or omission occurs.

In the event of an error in or omission of a Customer directory listing from the Yellow Pages or White Pages, the Company shall, in addition to the refund, if any, and subject to the limitations provided herein, credit the Customer's basic business telephone charges, with the following credit during the service life of the directory in which the omission occurred:

Credit to Customer: \$1.00 per month

The Company shall not be liable for any act or omission of the Customer or any other company or companies with respect to errors in, omissions or erroneous inclusions of directory listings.

5.2 Main Number Retention

Main Number Retention is an optional feature by which a new Business Customer, who was formally a Business Customer of another certificated local exchange carrier at the same premises location, may retain its main telephone numbers and main fax numbers for use with the Company-provided Exchange Access Services. Main Number Retention service is only available in areas where the Company maintains some form of number retention arrangement with the Business Customer's former local exchange carrier.

For departing Business Customers in areas where the Company maintains some form of number retention arrangement with other local exchange carriers, the Company will allow main telephone number and fax number retention, at no charge.

¹ For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise.

EXCHANGE ACCESS OPTIONAL FEATURES

5.3 Authorization Codes

This option restricts calls from being made unless the correct authorization code is entered. Only customer specified codes will be accepted. The customer then may use these codes to track calling for cost analysis and bill-back purposes. (800 and 911 numbers are not affected.) Two options are available:

Provisioning Considerations:

Option A: Local calling only/ no operator assisted calls/ No information services, restricts the following:

- Operator O +
- Operator O -
- DDD 1+
- 1+900
- 1+976
- 976
- IDDD 011+
- 1+555-1212
- 1+NPA-555-1212

Option B: No operator assisted calls and information services, restricts the following:

- Operator O +
- Operator O -
- 1+900
- 1+976
- 976
- 1+555-1212
- 1+NPA-555-1212

EXCHANGE ACCESS OPTIONAL FEATURES

5.4 Vanity Number Service

Vanity Number Service is an optional feature by which a new Customer may request a specific or unique telephone number and fax number for use with the Company provided Exchange Access Services. This service provides for the assignment of a customer requested telephone number other than the next available number from the assignment control list.

Vanity Number Service is furnished subject to the availability of facilities and the requirements of Exchange Access Service as defined by the Company. The Company reserves all rights to the Vanity Numbers assigned to customers and may, therefore, change them if required.

5.5 Call Blocking

Line blocking customers can unblock their calling name and/or number information on a per call basis, at no charge, by dialing an access code (#82 on their Touch Tone pad or 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 or 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 name and or number 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 Calling Line Identification customer that the calling party has elected to block the delivery of their name and telephone number.

Per line blocking for the blocking of calling name and/or number will be available upon request, at no charge, to the following entities for lines over which the official business of the agency is conducted, where an executive officer of the agency registers a need for blocking and provides the required certification to XSPEDIUS: a) private, nonprofit, tax exempt, domestic violence intervention agencies and b) federal, state and local law enforcement agencies. The calling number will not be transmitted from a line equipped with this capability. Per line blocking is code immediately prior to making a call. Telephone name and numbers transmitted via Caller I.D. are intended solely for the use of the Caller I.D. subscriber. Resale of this information is prohibited by this tariff.

6.0 RESOLD LOCAL EXCHANGE SERVICE

6.1 Description

Resold Local Exchange Service is composed of the resale of services provided by other certificated Local Exchange Carriers. The services described in this tariff will be provided on a resold basis where XSPEDIUS facilities-based service is not available.

Pricing for XSPEDIUS services will be identical whether provided on a resold or facilities-basis, unless other wise specified and as contained in Section 14.

XSPEDIUS reserves the right to determine whether service will be provided on a resold or facilities-basis.

7.0 MISCELLANEOUS SERVICES

Operator Services

7.1 Description

Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Services, and to Customers and Users of exchange access lines. Local exchange and IntraLATA calls may be placed on an Operator Assisted basis. Usage charges for Operator Assisted calls are the same as those set forth in Section 13. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, the surcharges specified below will apply in addition to any applicable Operator charges.

7.1.2 Definitions

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

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

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

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

7.1.3. Emergency Services (Enhanced 911)

Emergency service (Enhanced 911) allows customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

The Company is obligated to supply the E911 service provider(s) in the Company's service area(s) (the E911 service providers) with information necessary to update the E911 database at the time the Company submits customer orders to the local exchange company whose service is being resold pursuant to these tariffs.

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 exclusive 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. The Company will be obligated to provide facilities to route calls from end-users to the proper PSAP. The Company recognizes the authority of the E911 Customer to establish service specifications and grant final approval or denial of service configuration offered by the Company.

The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate government entity pursuant to RSMo 190.310.

7.1.4. Telecommunications Relay Service

Telecommunications relay service enables deaf, hard-of-hearing or speech-impaired persons who use Text Telephone (TT) or similar devices, to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider to complete such calls.

MISCELLANEOUS SERVICES

7.2 Busy Line Verify and Line Interrupt Service

7.2.1 Description

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

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

7.2.2 Regulations

- A) A charge will apply when:
 - 1) The operator verifies that the line is busy with a call in progress.
 - 2) The operator verifies that the line is available for incoming calls.
 - 3) The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

MISCELLANEOUS SERVICES

7.2.2 Busy Line Verify and Line Interrupt Service (Cont'd)

7.2.2 Regulations (Cont'd)

- B) No charge will apply when the calling party advises that the call is to or from an official public emergency agency.
- C) Business Verification and Interrupt Service is furnished where and to the extent that facilities permit.
- D) The Customer shall identify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

MISCELLANEOUS SERVICES

7.3 Service Implementation

Absent a promotional offering, service implementation charges will apply to orders to change existing service.

7.4 Restoration of Service

A restoration charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-established. Customers who have been disconnected are subject to being assigned a new telephone number.

10.0 SPECIAL ARRANGEMENTS

8.1 Special Construction

8.1.1 Basis for Charges

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a special construction or Centrex-type service offered under this tariff. Rates quoted in response to such competitive requests may be different from those specified for such services in section 11 of this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. Rates for such services offered on an individual case basis will be structured to recover the Company's cost of providing the services. Terms of specific ICB contracts will be made available to the Commission upon request on a proprietary basis. Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

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

8.1.2 Termination Liability

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

- A) The amount of the maximum termination liability is equal to the estimated amounts for:

SPECIAL ARRANGEMENTS

8.1 Special Construction (Cont'd)

8.1.2 Termination Liability (Cont'd)

A) (Cont'd)

1) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:

- (a) equipment and materials provided or used,
- (b) engineering, labor and supervision,
- (c) transportation, and
- (d) rights-of-way;

- 2) license preparation, processing, and related fees;
- 3) tariff preparation, processing, and related fees;
- 4) cost of removal and restoration, where appropriate; and

5) any other identifiable costs related to the specially constructed or rearranged facilities.

B) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 8.1.2(A) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 8.1.2(A) preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

SPECIAL ARRANGEMENTS

8.2 Individual Case Basis (ICB) Arrangements

[Reserved for future use]

SPECIAL ARRANGEMENTS

8.3 Temporary Promotional Programs

The 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 of no less than 7 days to and approval by the Commission.

SPECIAL ARRANGEMENTS

8.3 Temporary Promotional Programs

8.3.1 e-spire Local Service Plus Advantage

e-spire LOCAL SERVICE PLUS Advantage is a promotional offer, which is available to new and existing customers receiving e-spire LOCAL SERVICE PLUS and/or e-spire LOCAL ISDN. This promotion is available November 29, 1999 through January 30, 1999 as defined below.

e-spire LOCAL SERVICE PLUS Advantage is designed to incent prospects and existing customers to purchase Xspedius Long Distance, while receiving credits for Local Service*. The higher the long distance net revenue, the higher the monthly credits for Local Service*.

*Includes e.spire LOCAL SERVICE PLUS, LOCAL ISDN CEU (ONLY), base component, DID Trunk Termination and DID Blocks. Initial Install Waiver Program will be honored on NRC costs. Excludes all optional features, line coding, EUCL, additional service fees, surcharges and taxes.

New and Existing Customer's will receive Local Service credits on up to 4 e.spire LOCAL SERVICE PLUS / LOCAL ISDN Commercial End User T-1's, DID Trunk Termination and DID Blocks. The Local Service credits are based on the sliding scale net Long Distance (Interstate, Intralata, Intrastate, International, Toll Free & Calling Card) usage per month, for the length of the LOCAL SERVICE PLUS/LOCAL ISDN Commercial End User Agreement.

<u>Net Monthly Long Distance Revenue</u>	<u>Maximum Local Services Charges Waived</u>
\$2,500.00 - \$4,999.99	1 LOCAL SERVICE PLUS
\$5,000.00 - \$7,499.99	1 LOCAL SERVICE PLUS and 50% off 1 additional LOCAL SERVICE PLUS
\$7,500.00 - \$9,999.99	2 LOCAL SERVICE PLUS, and 50% off 1 additional LOCAL SERVICE PLUS
\$10,000.00 - \$12,499.99	3 LOCAL SERVICE PLUS and 50% off 1 additional LOCAL SERVICE PLUS
\$12,500.00 or more	4 LOCAL SERVICE PLUS and 50% off 1 additional LOCAL SERVICE PLUS

Existing e.spire LOCAL SERVICE PLUS /LOCAL ISDN CEU customers must renew at equal to or greater than the length of their existing contract with a LOCAL SERVICE PLUS Advantage Addendum. Existing customers who increase or decrease the number of LOCAL SERVICE PLUS's must have their account promotion updated.

All other terms and conditions, of Xspedius's existing e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN agreements, not expressly modified by a e-spire LOCAL SERVICE PLUS Advantage Addendum, remain unchanged and in full force and effect.

SPECIAL ARRANGEMENTS

8.3 Temporary Promotional Programs (Cont'd)

8.3.2 Xpresslink Voice Services Promotion

Xpresslink Voice Services Promotion is a promotional offer available to new customers signing term agreements for Local Service Plus and/or Local ISDN Commercial End User products. This promotional offer is available from November 15, 2000 until December 31, 2000, as defined below:

Customers signing a 1 year Term Local Service Plus or Local ISDN Commercial End User agreement will receive one-month credit for its monthly recurring Term Plan charge not including taxes, surcharges/usage. This credit will be applied to the customer's 5th month invoice.

Customers signing a 2 year Term Local Service Plus and Local ISDN Commercial End User agreement will received one-month credit for its monthly recurring Term Plan charge not including taxes, surcharges/usage. This credit will be applied to the customer's 1st month invoice.

Customers signing a 3 year Term Local Service Plus and or Local ISDN Commercial End User agreement will receive two months credit for its monthly recurring Term Plan charge not including taxes, surcharges/usage. This credit will be applied to the customer's 1st month and 13th month invoices.

All other terms and conditions of Xspedius's existing e-spire LOCAL SERVICE PLUS and e-spire LOCAL ISDN Commercial End User agreement, not expressly modified in the Xpresslink Voice Services Promotion, remain unchanged and in full force and effect.

SPECIAL ARRANGEMENTS

8.3 Temporary Promotional Programs (Cont'd)

8.3.3 Integrated Service Promotion

The Integrated Service Promotion is a promotional offer which is available to new and/or old LOCAL SERVICE PLUS or LOCAL ISDN CEU customers upgrading to integrated services with dedicated internet service transmitted with bandwidth equal to or less than 768 KBPS on the same facility. This promotional offer is available from October 24, 2000 until December 31, 2000, as defined below:

Customers must have XSPEDIUS long distance on all WTN's associated with the integrated access facility. Customers may purchase the router from XSPEDIUS or provide their own router.

Customers that order integrated internet, with a minimum speed of 128 KBPS, will receive a fixed monthly recurring credit of \$395.00. This credit will be applied to the customer's monthly invoice. If a customer chooses to upgrade their access speed greater than 128 KBPS, they must pay the difference in price for the Internet Port. Additionally, a customer may chose to receive a Primary Domain Name Server (DNS) and incur no installation charge with an extra monthly credit of \$50.00. If DNS is not selected, the customer will only receive the \$395.00 credit.

Restrictions

- CPE Router rental is not available.
- The monthly credit will be terminated on all term plans if the customer's long distance converts away from XSPEDIUS long distance.

SPECIAL ARRANGEMENTS

8.3 Temporary Promotional Programs (Cont'd)

8.3.4 PBX T1 Card Upgrade Promotion

The PBX T1 Card Upgrade Promotion is a promotional offer which is available to new and/or old Local Service Plus customers that sign a new one, two or three year term agreement. This promotional offer is available from February 20, 2001 until March 31, 2001, as defined below:

The customer shall be responsible for selecting a PBX card vendor and arranging for the purchase and installation of the upgraded card. A copy of the PBX card purchase receipt must be submitted to Xspedius, prior to the third billing cycle, in order to receive the applicable one-time credit. Upon receipt, the applicable one-time credit will be applied to the customer's 1st month billing cycle as indicated below:

SERVICE	CARD TYPE	1 YEAR TERM CREDIT - ONE TIME CREDIT	2 YEAR TERM CREDIT - ONE TIME CREDIT	3 YEAR TERM CREDIT - ONE TIME CREDIT
Local Service Plus	T1	\$500	\$1500	\$3000

Customers who do not provide a bill of sale to Xspedius prior to the third billing cycle will not be eligible to receive the one-time credit and the PBX T1 Card Promotion will be removed from the customer's account in the third month.

The T1 card eliminates the need for a channel bank. The customer upgrading with the T1 card must possess telephone sets compatible with digital telephone systems. The customer shall be responsible for the maintenance of the PBX T1.

Customers that terminate their contract at any point during the term agreement will be required to reimburse Xspedius with the full credited amount provided under this promotion in addition to the contracted early termination penalties. All early termination penalties will be applied to the customer's final invoice.

SPECIAL ARRANGEMENTS

8.3 Temporary Promotional Programs (Cont'd)

8.3.5 PBX PRI Card Upgrade Promotion

The PBX PRI Card Upgrade Promotion is a promotional offer which is available to new and/or old Local ISDN CEU customers that sign a new one, two or three year term agreement. This promotional offer is available February 20, 2001 until March 31, 2001, as defined below:

The customer shall be responsible for selecting a PBX card vendor and arranging for the purchase and installation of the upgraded card. A copy of the PBX card purchase receipt must be submitted to Xspedius, prior to the third billing cycle, in order to receive the applicable one-time credit. Upon receipt, the applicable one-time credit will be applied to the customer's 1st month billing cycle as indicated below:

SERVICE	CARD TYPE	1 YEAR TERM CREDIT - ONE TIME CREDIT	2 YEAR TERM CREDIT - ONE TIME CREDIT	3 YEAR TERM CREDIT - ONE TIME CREDIT
Local ISDN CEU	PRI	\$500	\$1500	\$3000

Customers who do not provide a bill of sale to Xspedius prior to the third billing cycle will not be eligible to receive the one-time credit and the PBX PRI Card Promotion will be removed from the customer's account in the third month.

The PRI card is only available for PBX equipment capable of ISDN functionality. The customer upgrading with the T1 card must possess telephone sets compatible with digital telephone systems. The customer shall be responsible for the maintenance of the PBX PRI card.

Customers that terminate their contract at any point during the term agreement will be required to reimburse Xspedius with the full credited amount provided under this promotion in addition to the contracted early termination penalties. All early termination penalties will be applied to the customer's final invoice.

SPECIAL ARRANGEMENTS

8.3 Temporary Promotional Programs (Cont'd)

8.3.6 EZ LD Limited Time Offer

EZ LD Limited Time offer is a limited time only offering. The EZ LD Limited Time is available to new and existing Local Service, Local Service Plus or Local ISDN customers. Service Orders for this limited time offer must be received by Xspedius no later than December 15, 2001

The EZ LD Limited Time Offer allows customers to earn "EZ LD Credits" for signing a service agreement for at least a 12-month term. The EZ LD Credits will equal the applicable month's billed, eligible long distance charges for the time period specified, as follow, based on the term selected by the customer:

- a. Credit for EZ LD service for 60 days if the customer signs a 36-month term commitment for applicable Xspedius products sold in conjunction with EZ LD;
- b. Credit for EZ LD service until November 30, 2001 on installed orders if the customer signs a 12-month term commitment for applicable Xspedius products sold in conjunction with EZ LD; or
- c. Credit for EZ LD service until December 31, 2001 on installed orders for customers signing a 24-month term commitment for applicable Xspedius products sold in conjunction with EZ LD;

Current Xspedius Long Distance customers are not eligible for the EZ LD limited time offer. Current Xspedius customers that do not have Xspedius LD service that have a Required Product and wish to add e.spire EZ LD shall have their Required Product synchronized with the EZ LD term level. Therefore the customer agrees to sign a new Sales quote to include term and pricing for the Required Product and the EZ LD. The synchronized term of the Required Product will begin on the turn-up date of the EZ LD Limited Time Offer Service.

The applicable EZ LD rate is based on 3 factors:

1. Usage pattern – Customer's intrastate traffic shall not exceed 30% of total EZ LD traffic.
2. EZ LD Service term period (1,2,or 3 years)
3. Customer's prior usage level.

SPECIAL ARRANGEMENTS

8.3 Temporary Promotional Programs (Cont'd)

8.3.6 EZ LD Limited Time Offer (cont'd)

e-spire EZ LD rate guidelines

Term Period	Previous LD usage		
	<u>Up to \$100.00</u>	<u>\$101 - \$300</u>	<u>over \$301</u>
1 year	\$0.055	\$0.055	\$0.049
2 year	\$0.055	\$0.049	\$0.045
3 year	\$0.049	\$0.045	\$0.045

Upon the expiration of the limited time offer "EZ LD Credit", EZ LD customer rates will be billed as noted above, for the duration of their agreement.

8.3.6.1 Conditions of EZ LD Limited Time Offer

EZ LD Limited Time Offer customer's intrastate long distance traffic shall not exceed 30% of their total EZ LD traffic. In the event their traffic exceed the allowed intrastate usage in two billing months in any 12-month period, Xspedius reserves the right to re-rate those months intrastate minutes to \$.08 per intrastate minute or to charge \$0.08 per intrastate minute for the intrastate usage in any additional month, in which the customer's traffic exceed the 30% limit.

Upon the expiration of the limited time offer EZ LD Credit service period, the customer's monthly charge for EZ LD Service will be no less than 80% of the average monthly usage during the EZ LD Credit period.

8.3.6.2 Early Termination Penalty

Withstanding anything to the contrary in article 4 of the Agreement, if the customer decides to terminate the EZ LD Service before the end of the term, the customer will be charged an early termination penalty equal to 4 months of average usage. Additionally, the 90 day credit period is automatically waived. The customer's average usage will be calculated based on the average of the last two full months of usage. In the event the EZ LD agreement is terminated before two full months of service, the average usage will be calculated based on the customer's actual usage to date.

9.0 INBOUND DIRECT LOCAL EXCHANGE SERVICE

9.1 Description

Inbound Direct Local Exchange Service (Inbound Direct) provides basic local exchange customers with a single, voice grade analog channel which can be used to receive one call at a time only. All outbound calls will be blocked at the switch level. Inbound Direct may not be used for outbound service or to serve as a customer's primary service line. A minimum order of 10 lines must be purchased.

The Inbound Direct product will be configured provisioned and priced with the hunting feature included. The hunt feature automatically forwards incoming calls to available lines according to a preprogrammed sequence. With the Inbound Direct line, the lines will be placed in a circular hunt group so all lines will be hunted. Each line, including the last line, will include hunting.

Inbound Direct service applications may include remote database access, data transmission/reception, and inbound customer service. Basic exchange lines are provided with Inbound Direct to connect to customer provided modem or other data communication device for connection to the public switched telephone network.

9.2 OPTIONAL LOCAL EXCHANGE SERVICES

9.2.1 Customer Term Agreement

9.2.2 Description

XSPEDIUS Customer Term Agreement (CTA) allows Customer to receive discounts on XSPEDIUS products and services for local exchange or local toll (Local Services). These discounts will be applied to the following products and services:

- **Business Exchange Service**
- **Analog PBX Trunk**
 - DID
 - DOD
 - Combination
- **Digital PBX Trunk**
 - Digital Access Facility
 - DID
 - DOD
 - Combination
- **ISDN**
 - PRI Access Facility
 - ISDN B Channel

The published monthly recurring rates are set forth in Section 11 of this Tariff. Customers that sign up for service for a one (1) year term will receive a three percent (3%) discount from the published monthly recurring rates. Customers that sign up for service for a two (2) year term will receive a seven percent (7%) discount from the published monthly recurring rates. Customers that sign up for service for a three year term will receive a eleven percent (11%) discount from the published monthly recurring rates. The three preceding term options are subject to the termination liability charges set forth in Section 9.2.3.

9.2.3 Termination Fees

A termination liability charge will be applicable for service rate elements provided under a term payment plan, as described in Section 9.2.2 of this Tariff, that are disconnected prior to the end of the chosen service period. The termination liability charge is equal to the difference between XSPEDIUS tariffed rates and the Term Plan rates. If at least six month remain under the Initial Term of the Term Plan, an additional cancellation fee of \$500.00 will be added to the early termination charges. The Customer shall be obligated to pay such fees within thirty (30) days of early termination of this Term Plan.