

MCI Communications Services, Inc.
D/b/a Verizon Business Services

Missouri P.S.C No. 3
1st Revised Adoption Notice
Replaces Original Adoption Notice

Adoption Notice

MCI Communications Services, Inc. d/b/a Verizon Business Services, hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by it, all tariffs, schedules rules, notices, concurrences, schedule, agreements, divisions, authorities, or other instruments whatsoever filed with the Public Service Commission, State of Missouri, by MCI Communications Services, Inc. Prior to December 23, 2005. By this notice, MCI Communications Services, Inc. d/b/a Verizon Business Services also adopts and ratifies all supplements or amendments to any of the above tariffs etc., which MCI Communications. Has heretofore filed with said Commission.

Issued: December 23, 2005

Effective: January 23, 2006

Carmen L. Feliciano
205 N. Michigan Ave., Suite 1100
Chicago, IL 60601

CANCELLED
April 3, 2021
Missouri Public
Service Commission
XN-2021-0334; JX-2021-0179

FILED
MO PSC

XN-2006-0275

MCI Communications Services, Inc.

P.S.C. Mo. No. 3
Original Adoption Page

Cancelled

ADOPTION NOTICE

January 23, 2006

MCI Communications Services, Inc.

Public Service Commission
MISSOURI

MCI Communications Services, Inc., a Delaware Corporation, hereby adopts, ratifies and makes it own, in every respect as if the same had been originally filed by it, all schedules, rules, notices, concurrences, schedule agreements, divisions, authorities or other instruments whatsoever, filed with the Missouri Public Service commission, by MCI WorldCom Communications Services, Inc., Mo. PSC No. 3.

By this notice it also adopts and ratifies all supplements or amendments to any of the above schedules, etc. which MCI WorldCom Communications Services, Inc. has heretofore filed with said commission.

ISSUED: August 5, 2005

EFFECTIVE: September 5, 2005

Sandy Chandler
Six Concourse Parkway
Suite 3200
Atlanta, GA 30328

TN-2006-0014

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLICABLE TO
COMMUNICATIONS SERVICES WITHIN
THE STATE OF MISSOURI

This Tariff contains the description, regulations and rates applicable to the furnishings of service or facilities for Telecommunications Services furnished by MCI Communications Services, Inc. with principal offices at 701 Brazos, Suite 600 Austin TX 787701. This tariff applies for services furnished within the state of Missouri. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected during normal business hours at the Company's principal place of Business.

Pursuant to applicable Missouri Law, MCI Communications Services, Inc. Operates as a competitive telecommunications services.

All services will be provided in accordance with commission rules and regulations.

Issued: December 23, 2005

Effective: January 23, 2006

CANCELLED
April 3, 2021
Missouri Public
Service Commission
XN-2021-0334; JX-2021-0179

Carmen L. Feliciano
205 N. Michigan Ave.
Suite 1100
Chicago, IL 60601

FILED
MO PSC
XN-2006-0275

MCI Communications Services, Inc.

P.S.C. Mo. No. 3
First Revised Title Page
Canceling Original Title Page

TITLE SHEET

Cancelled

January 23, 2006

Regulations and Schedule of Intrastate Charges

Public Service Commission
MISSOURI

For

MCI Communications Services, Inc.

This tariff contains the description, regulations and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by MCI Communications Services, Inc., with principal offices at 701 Brazos, Suite 600, Austin, TX 78701. This tariff applies for services furnished within the State of Missouri. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected during normal business hours at the company's principal place of business.

Pursuant to applicable Missouri Law, MCI Communications Services, Inc. operates as a competitive telecommunications company and all services offered are competitive telecommunications services.

All services will be provided in accordance with Commission rules and regulations.

ISSUED: August 5, 2005

EFFECTIVE: September 5, 2005

Sandy Chandler
Six Concourse Parkway
Suite 3200
Atlanta, GA 30328

TN-2006-0014

Missouri Public
Service Commission

REC'D SEP 09 1999

CANCELLED

September 5, 2005

**MISSOURI PUBLIC
SERVICE COMMISSION**

Name Change to
MCI
Communication
Services PSC Mo
#3

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLICABLE TO

COMMUNICATIONS SERVICES WITHIN

THE STATE OF MISSOURI

NOTE: This tariff, when effective, will cancel and supersede all other tariffs listed below that were issued and effective prior to the effective date shown on the individual pages of this tariff. Those tariffs are:

1. WorldCom Technologies, Inc. Missouri P.S.C. Tariff No. 1

Missouri Public
Service Commission
99-588-1111
FILED NOV 30 1999

Issued: September 9, 1999

Effective: XXXXXXXXXX

NOV 30 1999

Sandy Chandler.
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Service Commission
99-588
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Issued: September 9, 1999

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REC'D SEP 09 1999

1. APPLICATION OF TARIFF

- 1.1 This tariff applies to intrastate communication services furnished by MCI WORLDCOM Communications, Inc., hereinafter known as the "Company", with its principal address at 515 East Amite Street, Jackson, Mississippi 39201-2702 within the State of Missouri. The local office is located at 1077 Sunset Office Drive, Suite 330, St. Louis, MO 63127. Service is furnished by wire, cable, radio and/or a combination thereof.
- 1.2 From time to time, the Company offers special promotional offerings allowing special discounts or modifications of its regular service offerings to its Customers. Such offerings may be limited to certain dates, times, and locations. These promotions will be subject to prior notifications and approval of the Missouri Public Service Commission.
- 1.3 The Company will give its customers ten days' advance written notice of any increase in its rates.
- 1.4 When services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply to that portion of the service or facilities furnished by it.

CANCELLED

APR 25 2002

LSRS 5
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Missouri Public Service Commission
99-588

FILED NOV 30 1999

Issued: September 9, 1999

Effective: ~~October 1, 1999~~

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NOV 30 1999

3. GENERAL REGULATIONS

3.2 USE OF SERVICE (Cont.)

3.2.9 No Fault Found Dispatch Charge for Business Customers

The Customer is responsible for the payment of a No Fault Found Dispatch Charge when:

- when requested by the Customer, maintenance personnel visit the Customer's premises, and
- as a result of the visit, the proper functioning of the WorldCom service is confirmed (i.e., the cause of the trouble condition was other than a malfunction of a WorldCom service or of WorldCom maintained equipment). This can include, but not be limited to, customer requested dispatches
 - Where the root cause of a trouble is proven to be within the scope of the customer's or customer's vendor-owned equipment not maintained by WorldCom..
 - Where the root cause of a trouble has been proven to be within the scope of the customers or customer's vendor-owned inside wiring.
 - To provide WorldCom technical assistance to the customer or customer's vendor in performing specific testing to isolate a problem which has been proved off the WorldCom network and is not within any WorldCom contract supported area.
 - To provide WorldCom technical assistance to the customer or customer's vendor in isolating or repairing a fault or installation support for areas not within WorldCom contract supported equipment, network or services.
 - In which the root cause of a trouble has been proven to be off the WorldCom network and is not within any WorldCom contract supported area and proves to be within the scope of the customer's or customer's vendor-owned network.

The charges are non-recurring, and are charged per visit as follows:

Normal Working Hours :	\$265 per visit
Outside of Normal Working Hours :	\$400 per visit

Normal Working Hours are defined as Monday to Friday, 7am to 7pm in the time zone of the customer's location of the dispatch. If a visit begins and/or ends outside this period, it is considered Outside of Normal Working Hours.

Any Dispatch that begins or ends from 12:01 am to 12:00 am the following day the time zone of the customers Premises on these holidays will also be considered 'Outside of Normal Working Hours':

- New Years Day
- Martin Luther King Jr. Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

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3.2.10 Paper Invoices

For business Customers who receive notification that invoicing will change to E-Billing and who do not elect to use E-Billing, but continue to receive paper invoices, the following monthly recurring charge will apply per invoice based on the number of sheets in the paper invoice:

<u>Monthly Recurring Charge</u>	
1-55 sheets of paper	\$5.00
56 or more sheets of paper	\$25.00

3. GENERAL REGULATIONS

3.2 USE OF SERVICE (Cont.)

3.2.9 No Fault Found Dispatch Charge for Business Customers

REC'D FEB 28 2003

The Customer is responsible for the payment of a No Fault Found Dispatch Charge when:

- when requested by the Customer, maintenance personnel visit the Customer's premises, and
- as a result of the visit, the proper functioning of the WorldCom service is confirmed (i.e., the cause of the trouble condition was other than a malfunction of a WorldCom service or of WorldCom maintained equipment). This can include, but not be limited to, customer requested dispatches
- Where the root cause of a trouble is proven to be within the scope of the customer's or customer's vendor-owned equipment not maintained by WorldCom..
- Where the root cause of a trouble has been proven to be within the scope of the customers or customer's vendor-owned inside wiring. To provide WorldCom technical assistance to the customer or customer's vendor in performing specific testing to isolate a problem which has been proved off the WorldCom network and is not within any WorldCom contract supported area.
- To provide WorldCom technical assistance to the customer or customer's vendor in isolating or repairing a fault or installation support for areas not within WorldCom contract supported equipment, network or services.
- In which the root cause of a trouble has been proven to be off the WorldCom network and is not within any WorldCom contract supported area and proves to be within the scope of the customer's or customer's vendor-owned network.

The charges are non-recurring, and are charged per visit as follows:

Normal Working Hours :	\$265 per visit
Outside of Normal Working Hours :	\$400 per visit

Normal Working Hours are defined as Monday to Friday, 7am to 7pm in the time zone of the customer's location of the dispatch. If a visit begins and/or ends outside this period, it is considered Outside of Normal Working Hours.

3.2.10 Paper Invoices

For business Customers who receive notification that invoicing will change to E-Billing and who do not elect to use E-Billing, but continue to receive paper invoices, the following monthly recurring charge will apply per invoice based on the number of sheets in the paper invoice:

Monthly Recurring Charge	
1-55 sheets of paper	\$5.00
56 or more sheets of paper	\$25.00

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MAY 15 2003
K. BRS 21.1
Public Service Commission
MISSOURI

ALL MATERIAL ON THIS PAGE IS NEW.

Issued: February 28, 2003

Effective: April 1, 2003

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Missouri Public
Service Commission

FILED APR 01 2003

5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

Missouri Public
Service Commission

REC'D SEP 09 1999

5.1. MTS Service (Cont.)

2. Product Types

(a) Option A- Basic MTS

Basic MTS service is a mileage-sensitive product whose usage is billed in one minute increments and rounded to the next higher one minute increment thereafter.

(1) Usage Charges

(i) InterLATA Rate Per Minute

<u>Mileage</u>	<u>Business Day</u>		<u>Evening/Holiday</u>		<u>Night/Weekend</u>	
	<u>1st Min</u>	<u>Addl Min</u>	<u>1st Min</u>	<u>Addl Min</u>	<u>1st Min</u>	<u>Addl Min</u>
0- 10	\$0.0880	\$0.0720	\$0.0704	\$0.0576	\$0.0572	\$0.0468
11- 14	0.1200	0.1040	0.0960	0.0832	0.0780	0.0676
15- 18	0.1440	0.1280	0.1152	0.1024	0.0936	0.0832
19- 23	0.1720	0.1360	0.1408	0.1088	0.1144	0.0884
23- 28	0.2040	0.1408	0.1748	0.1280	0.1456	0.1040
29- 33	0.2200	0.1560	0.1876	0.1408	0.1560	0.1144
34- 40	0.2440	0.1880	0.1940	0.1492	0.1612	0.1248
41- 50	0.2440	0.1880	0.1940	0.1492	0.1612	0.1248
51- 60	0.2520	0.2040	0.2004	0.1620	0.1664	0.1352
61- 80	0.2600	0.2120	0.2068	0.1684	0.1716	0.1404
81-100	0.2760	0.2200	0.2196	0.1748	0.1820	0.1456
101-125	0.2760	0.2440	0.2196	0.1940	0.1820	0.1612
126-150	0.2840	0.2600	0.2260	0.2068	0.1872	0.1716
151-190	0.2920	0.2680	0.2324	0.2132	0.1924	0.1768
191-300	0.3000	0.2760	0.2388	0.2196	0.1976	0.1820
301-430	0.3240	0.2920	0.2548	0.2292	0.2236	0.2028
431+	0.3240	0.2920	0.2548	0.2292	0.2236	0.2028

avg .19

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

Missouri Public
Service Commission

5.1. MTS Service (Cont'd)

REC'D SEP 09 1999

2. Product Types (Cont'd)

(a) Option A- Basic MTS (Cont'd)

(1) Usage Charges (Cont'd)

(ii) INTRALATA RATE PER MINUTE

Mileage	Business Day		Evening/Holiday		Night/Weekend	
	1st Min	Addl Min	1st Min	Addl Min	1st Min	Addl Min
0- 10	\$0.0800	\$0.0720	\$0.0640	\$0.0560	\$0.0560	\$0.0480
11- 14	0.1120	0.0960	0.0880	0.0800	0.0720	0.0640
15- 18	0.1440	0.1280	0.1120	0.1040	0.0960	0.0800
19- 23	0.1920	0.1360	0.1520	0.1120	0.1280	0.0880
23- 28	0.3040	0.1600	0.2400	0.1280	0.2000	0.1040
29- 33	0.3200	0.1760	0.2560	0.1440	0.2080	0.1120
34- 40	0.3360	0.1920	0.2720	0.1520	0.2160	0.1280
41- 50	0.3520	0.2000	0.2800	0.1600	0.2320	0.1280
51- 60	0.3760	0.2240	0.3040	0.1760	0.2480	0.1440
61- 80	0.3920	0.2400	0.3120	0.1920	0.2560	0.1600
81-100	0.4000	0.2480	0.3200	0.2000	0.2640	0.1600
101-125	0.4000	0.2720	0.3200	0.2160	0.2640	0.1760
126-150	0.4080	0.2960	0.3280	0.2400	0.2640	0.1920
151-190	0.4480	0.3200	0.3600	0.2560	0.2880	0.2080
191-300	0.4640	0.3280	0.3680	0.2640	0.3040	0.2160
301-430	0.4720	0.3440	0.3760	0.2720	0.3040	0.2240
431+	0.4880	0.3520	0.3920	0.2800	0.3200	0.2320

avg. 23

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CANCELLED
May 16, 2009
Missouri Public
Service Commission
JX-2009-0735

5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

Missouri Public
Service Commission

REC'D SEP 09 1999

5.1. MTS Service (Cont'd)

2. Product Types (Cont'd)

(a) Option A- Basic MTS (Cont'd)

(1) Usage Charges (Cont'd)

(iii) LEC Billed Measured Service Surcharge

LEC Billed Measured Service calling includes calls made by customers without an established account dialed:

- Using an accepted company access code (e.g., 10XXX) from a line not presubscribed to the company; or
- From a line presubscribed to the company (i.e., when the customer does not have an established account and billing relationship with Company or another carrier using the Company network).

Such LEC Billed Measured Service calls may be routed to the Company network when placed within the 48 contiguous United States. LEC Billed Measured Service calls accepted by the Company will be billed at the Basic MTS per minute rates listed above and a \$0.80 surcharge will apply to each call.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.3 Complementary Services

1. Directory Assistance

Long distance Directory Assistance is available to customers of any of the Company's switched services. The charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number. Up to two requests may be made on each Directory Assistance call.

A credit allowance for a Directory Assistance call will be provided if the customer experiences poor transmission quality, receives an incorrect telephone number, or inadvertently misdials the intended Directory Assistance number.

Rate per call \$1.40 1

CANCELLED

AUG 12 2002
By 2nd RS 84
Public Service Commission
MISSOURI

WRITTEN NOTICE OF RATE INCREASE
AND ITS EFFECTIVE DATE FILED ON

11/18/99
(DATE)

PURSUANT TO SECTION 392.500 (2)
RSMO SUPP. 1985

EFFECTIVE DATE OF RATE INCREASE
12/2/99
(DATE)

Issued: November 18, 1999

Effective: December 2, 1999

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

Missouri Public
Service Commission

5.3 Complementary Services

RECD SEP 09 1999

1. Directory Assistance

Long distance Directory Assistance is available to customers of any of the Company's switched services. The charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number. Up to two requests may be made on each Directory Assistance call.

A credit allowance for a Directory Assistance call will be provided if the customer experiences poor transmission quality, receives an incorrect telephone number, or inadvertently misdials the intended Directory Assistance number.

Rate per call \$0.72

CANCELLED

DEC 02 1999
By ISRS#84
Public Service Commission
MISSOURI

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

Missouri Public
Service Commission

REC'D SEP 09 1999

5.4 Other Service Arrangements

1. Military Phone Center

A. Service Description

Military Phone Center Service is an outbound Military Switched Network Communications service whereby transient users (i.e., soldiers on military bases) place one or more calls from designated phone centers owned and/or operated by the company on its agent. Phone centers consist of kiosks or similar facilities containing specialized public telephones. The phone centers are operated by the company or agent personnel under contract with a host facility (typically a military base). Calls are timed and users pay for services rendered before leaving the facility. Calls are billed in one minute increments with a one minute minimum applied. Payment may be made in cash, by credit card or by personal check. The company reserves the right to request reasonable assurance of creditworthiness before accepting credit cards or personal checks. However, customers need not presubscribe or contract for service, other than their agreement hereunder to pay for services rendered on a per call basis. No minimum commitment is required. The following per minute rates will apply.

B. Usage Charges

<u>Mileage</u>	<u>Day</u>	<u>Evening</u>	<u>Night</u>
All Bands	\$.2270	\$.2070	\$.1650

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MISSOURI

Public Service Commission

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Effective: [REDACTED]

NOV 30 1999

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CANCELLED
May 16, 2009
Missouri Public
Service Commission
JX-2009-0735

5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

Missouri Public
Service Commission

REC'D SEP 09 1999

5.4 Other Service Arrangements (Cont'd)

3. "The Answer" Family of Services (Cont'd)

C. Rate Schedule - "The Answer" I, II, III & IV

Rates apply as shown below. In addition, a volume discount will apply to each month's total Peak usage as specified in Section 5.4.3.G.1 following.

<u>"The Answer" I</u>		<u>"The Answer" III</u>	
<u>Peak</u>	<u>Off Peak</u>	<u>Peak</u>	<u>Off Peak</u>
\$.2048	\$.1638	\$.2155	\$.1724
<u>"The Answer" II</u>		<u>"The Answer" IV</u>	
<u>Peak</u>	<u>Off Peak</u>	<u>Peak</u>	<u>Off Peak</u>
\$.1508	\$.1207	\$.1617	\$.1294

D. "The Answer" Service for intrastate use are sold as an add-on service to the Company's interstate Answer Services. Accordingly, non-recurring and monthly recurring charges are found in the Company's interstate tariff, FCC No. 2, Section 6.3.1.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

Missouri Public
Service Commission

5.4 Other Service Arrangements (Cont'd)

REC'D SEP 09 1999

4. Performance 4000 Service

Performance 4000 Service offers a unified service for single or multi-location customers using both switched and dedicated inbound and outbound service, a calling card and international service. Performance 4000 has been designed especially for the larger customer billing over \$7,500 a month, with the availability of peak and off-peak rates, calling card services and offering a discount for customers willing to sign a term commitment of either twelve (12), twenty-four (24) or thirty-six (36) months and/or a willingness to commit to a specific dollar volume of monthly minimum usage. There are five (5) levels of Performance 4000 which are described as follows:

- Level I - Requires a monthly minimum billing commitment of \$7,500; if the minimum is not reached the customer is charged the difference.
- Level II - Requires a monthly minimum billing commitment of \$15,000; if the minimum is not reached the customer is charged the difference.
- Level III - Requires a monthly minimum billing commitment of \$25,000; if the minimum is not reached the customer is charged the difference.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

Missouri Public
Service Commission

5.4 Other Service Arrangements (Cont'd)

REC'D SEP 09 1999

4. Performance 4000 Service (Cont.)

Level IV - Requires a monthly minimum billing commitment of \$50,000; if the minimum is not reached the customer is charged the difference.

Level V - Requires a monthly minimum billing commitment of \$75,000; if the minimum is not reached the customer is charged the difference.

Multiple services and/or multiple locations using Performance 4000's services can contribute to the overall monthly minimum commitment. Domestic toll-free, Domestic and International outbound calls contribute to determining monthly minimum usage. Operator Services usage is not included in determining monthly minimum usage.

Customers must reach the minimum monthly usage requirement associated with their selected Performance 4000 Level by the fourth invoice period and monthly thereafter.

Peak and off peak rates, rate periods, and billing increments can be found in Section 5.4.4.B. Performance 4000 Services for intrastate use are sold as an add-on service to the Company's Performance 4000 Services. Accordingly, non-recurring and monthly recurring charges are found in the Company's interstate tariff, FCC No. 2, Section 6.3.1.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

Missouri Public
Service Commission

5.4 Other Service Arrangements (Cont'd)

REC'D SEP 09 1999

4. Performance 4000 Service (Cont'd)

A. Performance 4000 Term Plan - Performance 4000 Services are available to customers through a Term Plan option if the customer agrees to commit to such service for a term of twelve (12), twenty-four (24) or thirty-six (36) months. Customers who elect the Term Plan Option will receive a discount off their selected option's domestic rates. Customers who elect the Performance 4000 Term Plan option are subject to the following:

- (1) Customers must indicate what Performance 4000 Level is to be included in the term plan. The rates provided under this option become effective with the first full month's usage.
- (2) Customers who fall below the monthly minimum usage requirement for the plan selected will be billed the difference between actual usage and the monthly minimum required.

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NOV 30 1999

5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

4. Performance 4000 Service (Cont'd)

A. Performance 4000 Term Plan (Cont.)

- (3) Customers who terminate service prior to the end of the term of commitment will be billed a termination liability consisting of the monthly minimum of the selected plan option multiplied by the number of months remaining in the commitment, due and payable upon termination in a lump sum. This charge will not apply to customers who convert from a Performance 4000 service to another Company service with equal or greater term and minimum usage requirement commitments.
- (4) All customer requests to commence or terminate a Performance 4000 Term Plan must be made in writing to the Company and received no later than thirty (30) days prior to the then existing term expiration date. If such notification is not received by the Company within this timeframe, the Performance Term Plan agreement will be automatically renewed for a new term of commitment. The customer has ninety (90) days from the date service is made available in which to notify the Company in writing of the customer's desire to cancel this agreement without further obligation.
- (5) Performance 4000 Term Plan is not available with Operator Services, Ultimate Call Manager, other Fixed Period Discount Plans or any promotions not associated with this plan.

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Sandy Chandler.
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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

4. Performance 4000 Service (Cont'd)

B. Usage Charges

(1) Rate Periods

Peak - All calls that occur between 7AM to 7PM Monday through Friday, except on Company-recognized holidays.

Off Peak - All calls that occur between 7PM through 6:59 AM Monday through Thursday, and all calls between 7PM Friday and 6:59 AM Monday and Company-recognized holidays.

(2) Billing Increments

Performance 4000 Services are billed in six (6) second initial increments and are rounded to the next higher six (6) second increment. A minimum average time requirement (MATR) of thirty (30) seconds per call applies during a billing period for switched outbound and calling card. Performance 4000 Calling Card is billed at an initial sixty (60) second increment and rounded to the next higher sixty (60) second increment thereafter.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

4. Performance 4000 Service (Cont'd)

B. Usage Charges

(3) Per Minute Rate Schedules

Performance 4000 Level I and II Customers will receive the following rates:

(a) Switched Per Minute Rate

	Month to <u>Month</u>	12 Month <u>Term</u>	24/36 Month <u>Term</u>
Outbound	\$.1734	\$.1679	\$.1623
Inbound	\$.1846	\$.1679	\$.1623

(b) Dedicated Per Minute Rate

	Month to <u>Month</u>	12 Month <u>Term</u>	24/36 Month <u>Term</u>
Outbound	\$.1231	\$.1175	\$.1119
Inbound	\$.1343	\$.1175	\$.1119

Performance 4000 Levels III, IV, and V Customers will receive a 5% discount off of the rates listed in 5.4.4.B(3)(a) and 5.4.4.B.(3)(b).

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

4. Performance 4000 Service (Cont'd)

C. Performance 4000 Calling Card Service

(1) Direct Dial Rate Schedule

Per Minute Rates applying to all time periods and Levels:

Month to Month Rate:	\$.2800
12, 24 or 36 Months Term Plan Rate:	\$.2800

(2) Billing Increments

Usage is billed at an initial sixty (60) second increment and rounded to the next higher sixty (60) second increment thereafter.

(3) Per Call Charge

\$0.2500

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

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5. EasyAnswer Services (Cont'd)

C. Billing Increments

Basic EasyAnswer Services are billed in six (6) second initial increments and are rounded to the next higher six (6) second increment (except International, which is billed in thirty (30) second initial increments and is rounded to the next higher six (6) second increment). Easy OnLine Calling Card is billed at an initial sixty (60) second increment and rounded to the next higher six (6) second increment thereafter. Easy Call Card Option A is billed at an initial sixty (60) second increment and rounded to the next higher sixty (60) second increment thereafter.

D. Per Minute Rate Schedule - Basic EasyAnswer Services

(1) Per minute intrastate base rates for Basic EasyAnswer Services are the same for all Options (1, 2 & 3) and apply as shown below:

(a) Switched Per Minute Rates

	<u>Peak/Off-Peak</u>
Outbound	\$.1778
Inbound	\$.1892

(b) Dedicated Per Minute Rates

	<u>Peak/Off-Peak</u>
Outbound	\$.1262
Inbound	\$.1376

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

6. WorldOne Service (Cont'd)

E. Per Minute Rate Schedule - WorldOne Services

(1) Per minute intrastate base rates for WorldOne Service is the same for Options A-G and apply as shown below:

(a) Switched Per Minute Rates

	<u>Monthly</u>	<u>1 Year ESP</u>	<u>2 Year ESP</u>
Outbound	\$.1641	\$.1589	\$.1536
Inbound	\$.1747	\$.1589	\$.1536

(b) Dedicated Per Minute Rates

	<u>Monthly</u>	<u>1 Year ESP</u>	<u>2 Year ESP</u>
Outbound	\$.1165	\$.1112	\$.1059
Inbound	\$.1271	\$.1112	\$.1059

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

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7. WorldMark Service 1/

WorldMark Service offers a unified service for single or multi-location customers using switched, dedicated, and WorldMark calling card origination and switched or dedicated toll-free termination. The WorldMark package includes the availability of outbound, inbound (toll-free) products with peak and off peak rates and a non time-of-day sensitive, calling card product, as well as, offering the most comprehensive performance guarantees available.

WorldMark Service offers cross-contributory product volume discounts on switched and dedicated, outbound and inbound(toll-free) products based on combined usage of multiple WorldMark Service products, including domestic switched and dedicated, outbound and inbound (toll-free) product usage, calling card and switched and dedicated WorldMark data product usage.

WorldMark Service offers an additional discount on switched and dedicated outbound and toll-free products for customers willing to sign a term commitment. Multiple services and/or multiple customer locations using WorldMark Service can contribute to individual product volume discounts and the overall monthly minimum commitment. WorldMark Operator Services and Directory Assistance usage is not included in determining product volume discounts and monthly minimum usage.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

7. WorldMark Service 1/(Cont.)

There are four (4) Options of WorldMark available to customers, each of which are described below:

Option A: Requires no monthly minimum billing commitment for month-to-month customers; \$15,000 monthly minimum billing commitment for term customers.

Option B: Requires a monthly minimum billing commitment of \$25,000.

Option C: Requires a monthly minimum billing commitment of \$50,000.

Option D: Requires a monthly minimum billing commitment of \$75,000.

If the minimum is not reached for Option A term and Options B through D, the customer will be charged for the difference.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

7. WorldMark Service 1/(Cont'd)

A. WorldMark Service Options and Feature Charges

A description of the chargeable services and features, including monthly recurring, non-recurring, change and per minute surcharges associated with WorldMark Service follows:

1. Standard Toll-Free Origination

Origination is available from any where in the fifty (50) United States plus Puerto Rico, the U.S. Virgin Islands, and Canada.

Non-Recurring Charge: N/A
Monthly Recurring Charge: \$15.00 per toll-free#

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

7. WorldMark Service 1/ (Cont'd)

A. WorldMark Service Options and Feature Charges (Cont.)

2. Dialed Number Identification Service (DNIS)

Customers' with several toll-free telephone numbers can identify the toll-free number called and answer appropriately. This service is used to check effectiveness of promotions and/or advertising and identify new markets for expansion.

Non-Recurring Charge: \$400.00
Change Charge: \$ 40.00

3. Message Referral

Customers who disconnect or change an toll-free number are provided with a recording that informs callers of the new number or that the old number has been disconnected. There will be no charge to referral to another Company Number.

Monthly Referral Fee to Non-Company Numbers:

\$80.00 for a maximum of 6 months.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

7. WorldMark Service 1/(Cont'd)

A. WorldMark Service Options and Feature Charges (Cont.)

4. Real Time ANI (RTA)

Allows a customer to receive the telephone number of the calling party as a component of the call setup.

Non-Recurring Charge:	\$300.00
Change Charge:	N/C
Per Minute Surcharge:	\$0.01

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

7. WorldMark Service1/ (Cont'd)

A. WorldMark Service Options and Feature Charges (Cont'd)

5. Call Area Selection

This service offers a customer the option of limiting calls to certain areas of service.

Non-Recurring Charge: \$ 90.00 per toll-free #

Change Charge: \$ 40.00 per change

The customer can define two or more originating routing groups and arrange that calls to a single toll-free number placed from different routing groups terminate at different locations. The routing group can consist of any combination of NPAs.

Non-Recurring Charge: \$ 90.00

Monthly Recurring Charge: \$ 40.00

Change Charge: \$ 40.00

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

7. WorldMark Service 1/ (Cont'd)

A. WorldMark Service Options and Feature Charges (Cont'd)

6. Exchange Routing

The customer can define two or more originating routing groups and arrange that calls to a single toll-free number placed from different routing groups terminate at different locations. The routing group can consist of any combination of NPA/NXXs.

Non-Recurring Charge: \$400.00*
Monthly Recurring Charge: \$ 40.00
Change Charge: \$400.00

for the NPA-NXX Group

7. Time of Day Routing

This option allows the customer to arrange for calls to a single toll-free number to be routed to different locations based on the time of day. Different routing arrangements can be made for up to 48 time slots in a 24-hour day period. The time slots must be defined in five-minute increments or multiples.

Non-Recurring Charge: \$ 90.00
Monthly Recurring Charge: \$ 40.00*
Change Charge: \$ 40.00

* per time slot, per day

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

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7. WorldMark Service 1/ (Cont'd)

A. WorldMark Service Options and Feature Charges (Cont'd)

8. Day of Week Routing

The customer can arrange for calls to a single toll-free number to be routed to different locations based on the day of week.

Non-Recurring Charge:	\$ 90.00 per toll-free #
Monthly Recurring Charge:	\$ 40.00
Change Charge:	\$ 40.00 per change

9. Day of Year Routing

The customer can arrange for calls to a single toll-free number to be routed to different locations based on holidays.

Non-Recurring Charge:	\$ 90.00 per toll-free #
Change Charge:	\$ 40.00 per change

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

7. WorldMark Service 1/(Cont'd)

A. WorldMark Service Options and Feature Charges (Cont'd)

10. Call Allocation

Call Allocation allows the toll-free customer to route calls for each originating routing group to two or more terminating locations based upon a customer specified percentage basis. The customer must establish a calling pattern where each percentage is a whole number and the total equals 100.

Non-Recurring Charge: \$ 90.00 per toll-free #
Monthly Recurring Charge: \$ 40.00 per time slot, per day
Change Charge: \$ 40.00 per change

11. Call Distributor

Call Distributor allows a customer to spread incoming toll-free traffic evenly over the dedicated access lines in a trunk group. The distribution can be ascending, descending, most idle or least idle. The default setting is most idle.

Non-Recurring Charge: \$ 40.00

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

7. WorldMark Service 1/(Cont'd)

A. WorldMark Service Options and Feature Charges (Cont'd)

12. Route Completion

Allows a toll-free dedicated access line customer to control potential congestion of calls by sending the overflow to a pre-defined alternate routing group. Up to 99 alternate routing plans can be established. The monthly fee overflow charge is based on the overflow access method.

Non-Recurring Charge: \$ 90.00
Monthly Recurring Charge: \$ 40.00
Change Charge: \$ 40.00 per change

13. Toll-Free Directory Assistance

This allows public access to a customer's toll-free numbers via a directory assistance inquiry.

Monthly Recurring Charge: \$ 15.00 per toll- free #

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

7. WorldMark Service 1/(Cont'd)

B. WorldMark Service Guarantees

The following is a list of guarantees for each product offered under this service that will automatically compensate the customer when stated product performance levels are not met.

The customer's right to receive the WorldMark Guarantees as set forth will depend upon the Company's receipt of customer's full payment of each months' invoice. In the event the customer's account becomes past due, the Company reserves the right to void all rights to WorldMark's Service Satisfaction Guarantees and Service Restoration Guarantees as defined herein.

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5 SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

7. WorldMark Service 1/(Cont'd)

B. WorldMark Service Guarantees (Cont'd)

1. WorldMark 1+ Switched/ Dedicated Service

Installation Interval Guarantee - WorldMark customers of switched outbound service will be installed within five (5) full business days from the date the customer signed the service order. WorldMark customers of dedicated outbound service (limited to Company Tier One cities) will be installed within eighteen (18) full business days from the date the customer signed the service order.

Customer Compensation - For each day the WorldMark switched or dedicated outbound installation interval is exceeded, a credit for each day's usage for the affected service will be issued. The average daily usage amount is calculated from the first complete billing period. In addition, customers will receive credit for their installation and first month's access line charges.

Service Satisfaction Guarantee - The Company will pay the local access and interexchange carrier service installation charges to return the customer to their previous carrier and circuit configuration if they are not satisfied after one hundred twenty (120) days with our service. Reimbursement will be limited to the levels of service in the previous configuration.

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5 SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

7. WorldMark Service 1/(Cont'd)

B. WorldMark Service Guarantees (Cont'd)

1. WorldMark 1+ Switched/ Dedicated Service (Cont.)

Service Restoration Guarantee - The Company guarantees that it will restore outbound service interruptions within thirty (30) minutes from the time the customer initiates the trouble call.

Customer Compensation - If the restoration interval is exceeded, the Company will automatically issue a credit equal to one (1) day's average usage charges. The average daily usage amount is calculated from the first complete billing period. Limited to one (1) credit per day, not to exceed thirty (30) credits in one (1) month.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

7. WorldMark Service 1/(Cont'd)

B. WorldMark Service Guarantees (Cont'd)

2. WorldMark Toll-Free Service

Installation Interval Guarantee - WorldMark customers of switched inbound service will be installed within five (5) full business days from the date the customer signed the service order. WorldMark customers of dedicated inbound service (limited to Company Tier One cities) will be installed within eighteen (18) full business days from the date the customer signed the service order.

Customer Compensation - For each day the WorldMark switched or dedicated inbound installation interval is exceeded, a credit for each day's usage for the affected service will be issued. The average daily usage amount is calculated from the first complete billing period. Limited to one (1) credit per day, not to exceed thirty (30) credits in one (1) month. In addition, the monthly WorldMark toll-free service fee will be credited and dedicated customers will receive credit for their installation and first month's access line charges.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

7. WorldMark Service 1/(Cont'd)

B. WorldMark Service Guarantees (Cont'd)

2. WorldMark Toll-Free Service (Cont'd)

Additional Number Installation Guarantee - Additional toll-free numbers will be added to existing WorldMark switched or dedicated inbound service within one (1) full business day. This guarantee is not applicable if the additional number requires the installation of additional dedicated access lines or if the FCC-imposed restrictions on the availability of toll-free numbers necessitates a delay beyond the Company's control. In addition, the Company makes no warranty on our ability to overcome delays caused by competitors when porting existing numbers.

Customer Compensation - For each day the additional number installation interval is exceeded, a credit for each day's usage will be issued for the affected service. In addition, the monthly WorldMark toll-free service fee will be credited for the affected service.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

7. WorldMark Service 1/(Cont'd)

B. WorldMark Service Guarantees (Cont'd)

2. WorldMark Toll-Free Service (Cont'd)

Feature Installation Interval Guarantee - New WorldMark toll-free service feature configurations will be installed in one hundred twenty (120) minutes or less from the time a request is received by our WorldMark Customer Service Support Center. Toll-free feature change requests are limited to three (3) per hour, limited to ten (10) changes per feature.

Feature Reconfiguration Guarantee - Predetermined WorldMark toll-free service feature configurations will be implemented in sixty (60) minutes or less from the time a request is received by our WorldMark Customer Support Center. Toll-free feature change requests are limited to three (3) per hour, limited to ten (10) changes per feature.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

7. WorldMark Service 1/(Cont'd)

B. WorldMark Service Guarantees (Cont'd)

2. WorldMark Toll-Free Service (Cont'd)

Service Reconfiguration Guarantee - The Company guarantees that it will implement any predefined alternative routing schemes for WorldMark toll-free service and/or features in thirty (30) minutes or less from the time a request is received by our WorldMark Customer Support Center. Toll-free feature change requests are limited to three (3) per hour, limited to ten (10) changes per feature.

Customer Compensation - If the service or feature installation and/or reconfiguration interval is exceeded, the customer will automatically receive a credit equal to one day's average usage charges for WorldMark toll-free service and WorldMark toll-free monthly recurring service and feature charges for the affected service.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

7. WorldMark Service 1/(Cont'd)

B. WorldMark Service Guarantees (Cont'd)

2. WorldMark Toll-Free Service (Cont'd)

Service Satisfaction Guarantee - The Company will pay the local access and interexchange carrier service installation charges to return the customer to their previous carrier and circuit configuration if they are not satisfied after one hundred twenty (120) days with our service. Reimbursement will be limited to the levels of service in the previous configuration.

Service Restoration Guarantee - The Company guarantees that it will restore inbound service interruptions within thirty (30) minutes from the time the customer initiates the trouble call.

Customer Compensation - If the restoration interval is exceeded, the Company will automatically issue a credit equal to one (1) day's average usage charges. The average daily usage amount is calculated from the first complete billing period. Limited to one (1) credit per day, not to exceed thirty (30) credits in one (1) month.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

7. WorldMark Service 1/(Cont'd)

B. WorldMark Service Guarantees (Cont'd)

2. WorldMark Toll-Free Service (Cont'd)

Installation Interval Guarantee - The Company will deliver WorldMark calling cards within five (5) business days from the date the service order is signed. Upon signing a service order for WorldMark Calling Cards, a complimentary twenty (20) minute PhonePass prepaid card will be issued for each calling card ordered.

Customer Compensation - If the installation interval is exceeded, a \$15.00 credit will be issued for each distinct WorldMark Calling Card number.

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5.4 Other Service Arrangements (Cont'd)

7. WorldMark Service 1/(Cont'd)

B. WorldMark Service Guarantees (Cont'd)

2. WorldMark Toll-Free Service (Cont'd)

Service Restoration Guarantee - The Company guarantees that it will restore WorldMark Calling Card service interruptions within thirty (30) minutes or less, upon notification to the WorldMark Customer Support Center.

Customer Compensation - The Company will automatically issue a \$15.00 credit if WorldMark Calling Card Service is not restored within thirty (30) minutes. Limit one (1) credit per account per day, not to exceed thirty (30) credits in one (1) month.

Card Security Guarantee - If the customer's WorldMark Calling Card is deactivated due to toll fraud, they may call our WorldMark Customer Support Center and receive a free twenty (20) minute PhonePass prepaid card number to use until we issue another calling card.

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1/ This service is no longer available to new customers as of July 8, 1998.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

7. WorldMark Service 1/(Cont'd)

C. WorldMark Service Liability

1. With thirty (30) days prior written notice, the Company reserves the right to discontinue providing WorldMark Service to a customer if the Company issues five (5) or more restoration credits in a thirty (30) calendar period.

(a) In the event the Company cancels WorldMark Service in accordance with Section 5.4.7.C.1 above, the Company will reimburse the customer the charges directly related to the switch back (the "Qualifying Charges") based on the customer's prior network configuration, not to exceed the amount paid for installation of WorldMark Service.

(b) Any WorldMark Switched Back Reimbursement due hereunder as described above, shall be due and payable to customer on or before sixty (60) calendar days from the time the Company notifies the customer of the cancellation of WorldMark Services.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

7. WorldMark Service 1/ (Cont'd)

C. WorldMark Service Liability (Cont'd)

1. (Cont'd)

(c) Payment of the WorldMark Switch back Reimbursement may at the customer's option, be made by either (i) a credit against the customer's then-current charges for services provided by the Company, if any; or, (ii) a check drawn on a United States bank and payable in United States dollars. Said payment may be withheld if customer is in past due status with the Company.

2. In addition to the liability provisions specifically provided in this section, all other Rules and Regulations for liability as filed in Section 3, General Rules and Regulations Section will also apply to WorldMark Services.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

7. WorldMark Service 1/ (Cont'd)

D. Rate Periods

Peak - All calls that occur between 7 A.M. through 6:59 P.M., Monday through Friday, except on Company-recognized holidays.

Off Peak - All calls that occur between 7 P.M. through 6:59 A.M., Monday through Friday, and all calls between 7 P.M. Friday and 6:59 A.M. Monday and Company-recognized holidays.

E. Billing Increments

Domestic switched and dedicated access, outbound and inbound (toll-free) product calls are billed in eighteen (18) second initial increments and additional increments of six (6) seconds. WorldMark Calling Card is billed at an initial sixty (60) second increment and rounded to the next higher six (6) second increment thereafter. All fractional per call charges will be rounded to the nearest whole cent.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

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7. WorldMark Service 1/ (Cont'd)

F. WorldMark Rate Schedules

Per minute intrastate base rates for WorldMark Service are the same for all Options (A-D) and apply as shown below:

1. Switched Per Minute Rate

	<u>Peak</u>	<u>Off Peak</u>
Switched Outbound	\$0.1300	\$0.1300
Switched Toll-Free	\$0.1350	\$0.1350

2. Dedicated Per Minute Rate

	<u>Peak</u>	<u>Off Peak</u>
Dedicated Outbound	\$0.0900	\$0.0900
Dedicated Toll-Free	\$0.0950	\$0.0950

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

Missouri Public
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5.4 Other Service Arrangements (Cont'd)

7. WorldMark Service 1/(Cont'd)

G. WorldMark Calling Card Service

1. Direct Dial Rate Schedule

(a) Per Minute rates applying to all time periods:

Per Minute rate: \$0.2500

(b) Billing Increments

Domestic calls are billed in sixty (60) second initial increments and additional increments of six (6) seconds.

(c) Per Call Surcharge

(1) Per Call Surcharge: \$0.2500

(2) The following rates and surcharge will apply to calls which default to a live operator.

Per Minute rate: \$0.2500

Per Call Surcharge: \$0.5000

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

7. WorldMark Service 1/(Cont'd)

G. WorldMark Calling Card Service (Cont'd)

2. WorldMark Calling Card Service - Operator Assisted Rate Schedule

If a customer chooses to access an operator to place a call, the call will be billed at the per minute rate below:

Per Minute Rate: \$0.5000

(a) Billing Increments

All WorldMark Calling Card calls placed with the assistance of an operator will be billed in one (1) minute increments.

(b) Per Call Surcharge

The following surcharge will apply in addition to the per minute rates above.

Per Call Charge

Station-to-Station	\$1.50
Person-to-Person	\$3.00
Basic Surcharge	\$0.50

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

7. WorldMark Service 1(Cont'd)

H. WorldMark Termination Language

Customers who terminate service prior to the end of the term of commitment will be liable for a cancellation penalty equal to the monthly minimum billing commitment times the number of months remaining in the customer commitment period through the expiration of the first year. If applicable, twenty-five percent of the balance remaining (monthly minimum billing commitment times the number of remaining months in the contract beyond the first year) will also be included (per service type). If the termination becomes effective after the completion of the first year, then the charge shall be equal to twenty-five percent of the balance remaining (monthly minimum billing commitment times the number of months remaining in the contract). The foregoing cancellation penalty will apply unless the Customer immediately converts to another Company service with equal or greater term and minimum usage requirement commitments, and Customer continues to use such Company Service for a period of months equal to or greater than the number of months remaining in the term during which the conversion takes place.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

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11. Intelenet Service (Cont'd)

C. Usage Charges

3. Per Minute Base Rate Schedule - Intelenet

Base Rates

Switched Services	\$0.1428
Dedicated Services	\$0.0923

D. Discounts Applicable

A ten percent (10%) discount will apply towards intrastate usage.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

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14. Bottom Line Business II

C. Usage Charges

1. Billing Increments

Calls will be billed in thirty (30) second initial increments and rounded to the next higher six (6) second increment.

2. Per Minute Rates

Outbound: \$0.13
Inbound: \$0.13

D. Monthly Recurring Charge

Monthly Charge Per Toll-Free Number: \$4.00

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹

A. Description

Metro Frame Relay is a virtual private data network service which allows Customers to simulate a dedicated high speed data network and enables connection of two business sites within the same LATA where suitable facilities are available. Metro Frame Relay is offered at one rate which is the transmission rate (in Kbps or Mbps) and is not usage or distance sensitive. Metro Frame Relay Service is offered in conjunction with the Company's interstate Frame Relay Service as filed with the FCC under Tariff No. 9.

1. Customers subscribing to Metro Frame Relay Service may order Service for Service Commitment Periods of one, two, three, four or five years and will receive a discount for the term of the Service Commitment Period and volume discount based upon the aggregate dollar volume of Base Rate Charges to Customer.
2. The term "Minimum Monthly" as it appears in the discount tables set forth in this Section, shall mean the aggregate of all Base Rate charges for each Frame Relay Service, Metro Frame Relay Service and domestic Frame Relay Service combined, (regardless of whether such Base Rate Charges are themselves subject to any discount limitation) which in total amount to, but do not include, the amount stated at each level of the relevant discount schedule (e.g. \$0 - \$2499, \$2500 - \$4999, etc.).

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

REC'D SEP 09 1999

15. Metro Frame Relay Service

A. Description

Metro Frame Relay is a virtual private data network service which allows Customers to simulate a dedicated high speed data network and enables connection of two business sites within the same LATA where suitable facilities are available. Metro Frame Relay is offered at one rate which is the transmission rate (in Kbps or Mbps) and is not usage or distance sensitive. Metro Frame Relay Service is offered in conjunction with the Company's interstate Frame Relay Service as filed with the FCC under Tariff No. 9.

1. Customers subscribing to Metro Frame Relay Service may order Service for Service Commitment Periods of one, two, three, four or five years and will receive a discount for the term of the Service Commitment Period and volume discount based upon the aggregate dollar volume of Base Rate Charges to Customer.
2. The term "Minimum Monthly" as it appears in the discount tables set forth in this Section, shall mean the aggregate of all Base Rate charges for each Frame Relay Service, Metro Frame Relay Service and domestic Frame Relay Service combined, (regardless of whether such Base Rate Charges are themselves subject to any discount limitation) which in total amount to, but do not include, the amount stated at each level of the relevant discount schedule (e.g. \$0 - \$2499, \$2500 - \$4999, etc.).

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (Cont.)

A. Description (Cont.)

3. Other charges which may be applicable are Nonrecurring Charges, Ancillary charges, Local Access charges and Taxes.

B. Definitions Applicable to Frame Relay Service

AMI

Alternate Mark Inversion.

ASR

Access Service Request. An order placed with a Local Access Provider for Local Access.

B8ZS

Bipolar with eight zero substitution.

Bandwidth

The total frequency band, in hertz, allocated for a channel.

Base Rate Charges

The non-discounted monthly recurring Network Port base rate charge plus the non-discounted monthly recurring CIR base rate charge.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service (Cont.)

A. Description (Cont.)

3. Other charges which may be applicable are Nonrecurring Charges, Ancillary charges, Local Access charges and Taxes.

B. Definitions Applicable to Frame Relay Service

AMI
Alternate Mark Inversion.

ASR
Access Service Request. An order placed with a Local Access Provider for Local Access.

B8ZS
Bipolar with eight zero substitution.

Bandwidth
The total frequency band, in hertz, allocated for a channel.

Base Rate Charges
The non-discounted monthly recurring Network Port base rate charge plus the non-discounted monthly recurring CIR base rate charge.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

B. Definitions Applicable to Frame Relay Service (cont'd)

Committed Information Rate (CIR)
Refers to the maximum guaranteed transmission speed of a user over a link to the Frame Relay Network.

DDS Service
DDS means Digital Data Service which is an all digital dedicated Interexchange Service where the IXC is designed for full-duplex data transmission at a synchronous speed of 56/64 Kbps with accompanying DDS 56/64 Kbps local access.

ESF
Extended Super Frame.

FRAD
Frame Relay Access Device

Frame Relay
ANSI ITU interface standard in which Customer translates variable length frames to the frame relay transport vendor.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

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15. Metro Frame Relay Service (cont'd)

B. Definitions Applicable to Frame Relay Service (cont'd)

Committed Information Rate (CIR)

Refers to the maximum guaranteed transmission speed of a user over a link to the Frame Relay Network.

DDS Service

DDS means Digital Data Service which is an all digital dedicated Interexchange Service where the IXC is designed for full-duplex data transmission at a synchronous speed of 56/64 Kbps with accompanying DDS 56/64 Kbps local access.

ESF

Extended Super Frame.

FRAD

Frame Relay Access Device

Frame Relay

ANSI ITU interface standard in which Customer translates variable length frames to the frame relay transport vendor.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

B. Definitions Applicable to Frame Relay Service (cont'd)

Installation

The connection of a PVC or port for new, changed or an additional Service.

Kbps

Kilobits per second.

Local Access

The portion of the Service between a Customer premise and a Company designated Point-of-Presence.

Local Access Provider

An entity providing Local Access.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

Missouri Public
Service Commission

5.4 Other Service Arrangements (Cont'd)

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15. Metro Frame Relay Service (cont'd)

B. Definitions Applicable to Frame Relay Service (cont'd)

Installation

The connection of a PVC or port for new, changed or an additional Service.

Kbps

Kilobits per second.

Local Access

The portion of the Service between a Customer premise and a Company designated Point-of-Presence.

Local Access Provider

An entity providing Local Access.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

B. Definitions Applicable to Frame Relay Service (cont'd)

Mbps
Megabits per second.

Network Node (Node)
Customer physical location with an associated Port Connection and PVC.

Physical Change
The modification of an existing PVC or port at the request of the Customer.

Port Connection
Physical connection (located on a frame relay switch) into a carrier's Public Frame Relay network.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service (cont'd)

B. Definitions Applicable to Frame Relay Service (cont'd)

Mbps

Megabits per second.

Network Node (Node)

Customer physical location with an associated Port Connection and PVC.

Physical Change

The modification of an existing PVC or port at the request of the Customer.

Port Connection

Physical connection (located on a frame relay switch) into a carrier's Public Frame Relay network.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

B. Definitions Applicable to Frame Relay Service (cont'd)

Public Frame Relay Network

Telecommunications network operated for the provision of Frame Relay Service to multiple Customers.

PVC

Permanent Virtual Circuit which provides the Customer with the electronic equivalent of a private line between two points. At the time of subscription to this form of service, a virtual circuit is established between two specific customer network addresses on the frame relay service network.

SF

Super Frame.

Transmission Speed

Data transmission speed or rate, in bits per seconds (bps).

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

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15. Metro Frame Relay Service (cont'd)

B. Definitions Applicable to Frame Relay Service (cont'd)

Public Frame Relay Network

Telecommunications network operated for the provision of Frame Relay Service to multiple Customers.

PVC

Permanent Virtual Circuit which provides the Customer with the electronic equivalent of a private line between two points. At the time of subscription to this form of service, a virtual circuit is established between two specific customer network addresses on the frame relay service network.

SF

Super Frame.

Transmission Speed

Data transmission speed or rate, in bits per seconds (bps).

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)5.4 Other Service Arrangements (Cont'd)15. Metro Frame Relay Service¹ (cont'd)C. Service Components

There are two components of Metro Frame Relay: Metro PVC and Metro Port.

Metro PVC - A Metro PVC connects two customer sites located within one LATA (determined by NPA/NXX).

Metro Port-A Metro Port can support Metro (intraLATA) PVCs exclusively. All PVCs entering and exiting the Metro Port must be Metro PVCs. A Metro Port cannot support standard PVCs.

The following Port Speed options are available for Metro Ports:

56/64 Kbps	256 Kbps	512 Kbps	1.024 Mbps
128 Kbps	384 Kbps	768 Kbps	1.536 Mbps

The following CIR options are available for Metro PVCs:

16 Kbps	192 Kbps	512 Kbps	832 Kbps
32 Kbps	256 Kbps	576 Kbps	896 Kbps
48 Kbps	320 Kbps	640 Kbps	960 Kbps
56 Kbps	384 Kbps	704 Kbps	1.024 Mbps
64 Kbps	448 Kbps	768 Kbps	1.536 Mbps
128 Kbps			

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service (cont'd)

C. Service Components

There are two components of Metro Frame Relay: Metro PVC and Metro Port.

Metro PVC - A Metro PVC connects two customer sites located within one LATA (determined by NPA/NXX).

Metro Port- A Metro Port can support Metro (intraLATA) PVCs exclusively. All PVCs entering and exiting the Metro Port must be Metro PVCs. A Metro Port cannot support standard PVCs.

The following Port Speed options are available for Metro Ports:

56/64 Kbps	256 Kbps	512 Kbps	1.024 Mbps
128 Kbps	384 Kbps	768 Kbps	1.536 Mbps

The following CIR options are available for Metro PVCs:

16 Kbps	192 Kbps	512 Kbps	832 Kbps
32 Kbps	256 Kbps	576 Kbps	896 Kbps
48 Kbps	320 Kbps	640 Kbps	960 Kbps
56 Kbps	384 Kbps	704 Kbps	1.024 Mbps
64 Kbps	448 Kbps	768 Kbps	1.536 Mbps
128 Kbps			

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

D. Colocation of Customer Equipment

The Company will consider requests from Customers or prospective Customers, provided space is determined, solely by Company, to be available and uncommitted, to license the colocation of Customer equipment and occupancy of space owned or controlled by Company solely for the purpose of interconnecting such Customer equipment with Service at the Company's Points-of-Presence, subject to (A) the Company's current and forecasted physical space requirements, taking into account available space, at the Company's Points-of-Presence, (B) any applicable lease or occupancy restrictions imposed on the Company, (C) the technical and operational compatibility of the Customer's equipment with the Company equipment and Services, (D) the Company's security and revenue requirements, and (E) other terms and conditions to which the Customer contractually will commit.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service (cont'd)

D. Colocation of Customer Equipment

The Company will consider requests from Customers or prospective Customers, provided space is determined, solely by Company, to be available and uncommitted, to license the colocation of Customer equipment and occupancy of space owned or controlled by Company solely for the purpose of interconnecting such Customer equipment with Service at the Company's Points-of-Presence, subject to (A) the Company's current and forecasted physical space requirements, taking into account available space, at the Company's Points-of-Presence, (B) any applicable lease or occupancy restrictions imposed on the Company, (C) the technical and operational compatibility of the Customer's equipment with the Company equipment and Services, (D) the Company's security and revenue requirements, and (E) other terms and conditions to which the Customer contractually will commit.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

E. Systems Security

Where Customers are permitted access to the Company's computer systems and data (hereinafter "Systems") for the purposes of managing and maintaining their telecommunications system, they will adhere to the following:

1. Customers may access the Company's Systems only to the extent required by and incident to the administration and management of the Customer's telecommunications system.
2. Customers may not disclose or use information which may be learned as a consequence of access to the Company's Systems except as may be directly required to insure the proper operation of the Customer's telecommunications system. Customers must take all reasonable precautions to prevent any other person or entity who does not have a need to know from acquiring such information.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service (cont'd)

E. Systems Security

Where Customers are permitted access to the Company's computer systems and data (hereinafter "Systems") for the purposes of managing and maintaining their telecommunications system, they will adhere to the following:

1. Customers may access the Company's Systems only to the extent required by and incident to the administration and management of the Customer's telecommunications system.
2. Customers may not disclose or use information which may be learned as a consequence of access to the Company's Systems except as may be directly required to insure the proper operation of the Customer's telecommunications system. Customers must take all reasonable precautions to prevent any other person or entity who does not have a need to know from acquiring such information.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

E. Systems Security (Cont.)

- 3. Customers shall not in any manner or form disclose, provide, or otherwise make available, in whole or in part, these Systems, documentation, any related material or any other confidential material except to those who have a need to know incident to the operation of the Customer's telecommunications system. These Systems remain the property of Company and may not be copied, reproduced or otherwise disseminated without the prior written permission of Company.
- 4. Customers shall take all reasonable precautions to maintain the confidentiality of Systems. Such precautions shall include the use of Personal Identification Numbers (PINs) and passwords selected by and known only to the Customer's individual authorized users. Telephone numbers and dial-up access numbers assigned to the Customer by Company, PINs or any aspect of access and sign-on methodology used to access these Systems shall not be posted or shared with others under any circumstances. Customers shall follow normal logoff procedures prior to leaving a terminal unattended. Customers should report any known or suspected attempt by others to unauthorized access of these Systems.
- 5. In the event that a security access device assigned to a Customer for dial-up access is lost, stolen, or misplaced, the Customer must notify Company immediately. Access into these Systems beyond that authorized may result in civil and/or criminal penalties.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

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15. Metro Frame Relay Service (cont'd)

E. Systems Security (Cont.)

- 3. Customers shall not in any manner or form disclose, provide, or otherwise make available, in whole or in part, these Systems, documentation, any related material or any other confidential material except to those who have a need to know incident to the operation of the Customer's telecommunications system. These Systems remain the property of Company and may not be copied, reproduced or otherwise disseminated without the prior written permission of Company.
- 4. Customers shall take all reasonable precautions to maintain the confidentiality of Systems. Such precautions shall include the use of Personal Identification Numbers (PINs) and passwords selected by and known only to the Customer's individual authorized users. Telephone numbers and dial-up access numbers assigned to the Customer by Company, PINs or any aspect of access and sign-on methodology used to access these Systems shall not be posted or shared with others under any circumstances. Customers shall follow normal logoff procedures prior to leaving a terminal unattended. Customers should report any known or suspected attempt by others to unauthorized access of these Systems.
- 5. In the event that a security access device assigned to a Customer for dial-up access is lost, stolen, or misplaced, the Customer must notify Company immediately. Access into these Systems beyond that authorized may result in civil and/or criminal penalties.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

F. Customer Provided Equipment

Customer Premises Circuit terminating equipment such as Routers, Bridges, and FRADs shall be provided by the Customer and furnished and maintained at the Customer's expense, except as expressly provided otherwise in writing and set forth in a Service Application accepted by an authorized representative of Company.

G. Technical Standards

1. Application of Technical Standards

The following Technical Standards for Metro Frame Relay Services set forth objectives for Company to follow, and are listed in accordance to telecommunications industry standards. In no circumstance shall these Technical Standards be construed as creating any warranty on the part of Company, with the exception of those warranties expressly set forth in the preceding sections of this Tariff.

2. Performance Specifications

- ANSI T1-617 Annex D
- ANSI T1-618
- CCITT (ITU) Q.933 Annex A
- CCITT (ITU) Q.922

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service (cont'd)

F. Customer Provided Equipment

Customer Premises Circuit terminating equipment such as Routers, Bridges, and FRADs shall be provided by the Customer and furnished and maintained at the Customer's expense, except as expressly provided otherwise in writing and set forth in a Service Application accepted by an authorized representative of Company.

G. Technical Standards

1. Application of Technical Standards

The following Technical Standards for Metro Frame Relay Services set forth objectives for Company to follow, and are listed in accordance to telecommunications industry standards. In no circumstance shall these Technical Standards be construed as creating any warranty on the part of Company, with the exception of those warranties expressly set forth in the preceding sections of this Tariff.

2. Performance Specifications

ANSI T1-617 Annex D
ANSI T1-618
CCITT (ITU) Q.933 Annex A
CCITT (ITU) Q.922

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

H. Application of Nonrecurring and Ancillary Charges

1. Installation Charges

Charges apply when the Customer requests new or additional Service.

2. Expedite Charges

Company charges for the Expedited handling of the Service order. Company will pass along to the Customer any Local Access Provider Expedite charges associated with the Customer's request for Expedited Installation.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

REC'D SEP 09 1999

15. Metro Frame Relay Service (cont'd)

H. Application of Nonrecurring and Ancillary Charges

1. Installation Charges

Charges apply when the Customer requests new or additional Service.

2. Expedite Charges

Company charges for the Expedited handling of the Service order. Company will pass along to the Customer any Local Access Provider Expedite charges associated with the Customer's request for Expedited Installation.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

H. Application of Nonrecurring and Ancillary Charges

3. Change of Requested Service Date

A change of Requested Service Date charge applies when a change of Requested Service Date is the only requested modification to the original Service order.

- (a) If the first requested change of the Requested Service Date is received more than ten (10) working days prior to the Requested Service Date, there will be no charge.
- (b) If the Requested Service Date has been changed once already, or if the request is made within ten (10) days of the original Requested Service Date, a charge will apply.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service (cont'd)

H. Application of Nonrecurring and Ancillary Charges

3. Change of Requested Service Date

A change of Requested Service Date charge applies when a change of Requested Service Date is the only requested modification to the original Service order.

- (a) If the first requested change of the Requested Service Date is received more than ten (10) working days prior to the Requested Service Date, there will be no charge.
- (b) If the Requested Service Date has been changed once already, or if the request is made within ten (10) days of the original Requested Service Date, a charge will apply.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

H. Application of Nonrecurring and Ancillary Charges (Cont.)

3. Change of Requested Service Date (Cont.)

(C) An ASR charge will be assessed whenever a change of Requested Service Date is requested on Service orders including Company-ordered Local Access.

(d) When the Customer requests that its Requested Service Date be extended, the new Requested Service Date must be within thirty (30) days of the previously set Requested Service Date. If the new Requested Service Date is more than thirty (30) days beyond the existing Requested Service Date or unknown, the Service order must be canceled and re-issued when a confirmed date is set. A charge for a change of Requested Service Date also applies when the Customer requests an earlier Requested Service Date that does not require an Expedite. Should an Expedite be required, the Expedite Charge supersedes the change of Requested Service Date charge.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

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15. Metro Frame Relay Service (cont'd)

H. Application of Nonrecurring and Ancillary Charges (Cont.)

3. Change of Requested Service Date (Cont.)

(c) An ASR charge will be assessed whenever a change of Requested Service Date is requested on Service orders including Company-ordered Local Access.

(d) When the Customer requests that its Requested Service Date be extended, the new Requested Service Date must be within thirty (30) days of the previously set Requested Service Date. If the new Requested Service Date is more than thirty (30) days beyond the existing Requested Service Date or unknown, the Service order must be canceled and re-issued when a confirmed date is set. A charge for a change of Requested Service Date also applies when the Customer requests an earlier Requested Service Date that does not require an Expedite. Should an Expedite be required, the Expedite Charge supersedes the change of Requested Service Date charge.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

H. Application of Nonrecurring and Ancillary Charges
(cont'd)

4. Change of Order Charges

(a) Charges apply when a Customer requests a modification to the information contained in the original Service order prior to Customer acceptance other than a change of Requested Service Date.

(b) Administrative Charges

If an ASR must be submitted to the Local Access Provider as a result of changes to Customer records such as billing address change, billing contact change, etc., then the Customer will be charged an ASR charge.

(c) Local Access Service Charges

Charges apply if the change requires a change in the original ASR or if a new ASR must be submitted.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service (cont'd)

H. Application of Nonrecurring and Ancillary Charges (cont'd)

4. Change of Order Charges

(a) Charges apply when a Customer requests a modification to the information contained in the original Service order prior to Customer acceptance other than a change of Requested Service Date.

(b) Administrative Charges

If an ASR must be submitted to the Local Access Provider as a result of changes to Customer records such as billing address change, billing contact change, etc., then the Customer will be charged an ASR charge.

(c) Local Access Service Charges

Charges apply if the change requires a change in the original ASR or if a new ASR must be submitted.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

H. Application of Nonrecurring and Ancillary Charges
(cont'd)

5. Order Cancellation Charges

Charges apply for Service orders canceled prior to Customer acceptance. These charges are intended to supplement any Service Cancellation charges set forth in Section II. Order cancellation charges are in addition to standard Installation charges.

6. Change of Service Charges

Charges apply to changes made after acceptance by the Customer.

(a) Administrative Charges

If an ASR must be submitted to the Local Access Provider as a result of Customer-requested changes in Service, the Customer will be charged an ASR charge.

(b) Re-engineering Charges

Charges apply for orders that are re-engineered due to a Customer-requested change in local Service type. Changes which require only modification of Local Access, but do not affect Metro Frame Relay Service, will only be charged for the ASR. Any Local Access Provider charges incurred because of the change will be passed on to the Customer.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

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15. Metro Frame Relay Service (cont'd)

H. Application of Nonrecurring and Ancillary Charges (cont'd)

5. Order Cancellation Charges

Charges apply for Service orders canceled prior to Customer acceptance. These charges are intended to supplement any Service Cancellation charges set forth in Section II. Order cancellation charges are in addition to standard Installation charges.

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6. Change of Service Charges

Charges apply to changes made after acceptance by the Customer.

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(a) Administrative Charges

If an ASR must be submitted to the Local Access Provider as a result of Customer-requested changes in Service, the Customer will be charged an ASR charge.

(b) Re-engineering Charges

Charges apply for orders that are re-engineered due to a Customer-requested change in local Service type. Changes which require only modification of Local Access, but do not affect Metro Frame Relay Service, will only be charged for the ASR. Any Local Access Provider charges incurred because of the change will be passed on to the Customer.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

H. Application of Nonrecurring and Ancillary Charges
(cont'd)

7. Application of Ancillary Charges

(a) Colocation Charges

Colocation charges may apply when a Customer contracts with Company to utilize space in Company Point-of-Presence locations for placement of Customer owned and maintained equipment associated with Services Company provides. All pricing for colocation including floor space, power, rack space, DSX-1 or DSX-3 cross-connect panels, etc., is dependent on Customer requirements.

I. Local Access Charges

The rate information relevant to Local Access charges is available from the relevant Local Exchange Carriers.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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Missouri Public
Service Commission

5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

REC'D SEP 09 1999

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service (cont'd)

H. Application of Nonrecurring and Ancillary Charges (cont'd)

7. Application of Ancillary Charges

(a) Colocation Charges

Colocation charges may apply when a Customer contracts with Company to utilize space in Company Point-of-Presence locations for placement of Customer owned and maintained equipment associated with Services Company provides. All pricing for colocation including floor space, power, rack space, DSX-1 or DSX-3 cross-connect panels, etc., is dependent on Customer requirements.

I. Local Access Charges

The rate information relevant to Local Access charges is available from the relevant Local Exchange Carriers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)5.4 Other Service Arrangements (Cont'd)15. Metro Frame Relay Service¹ (cont'd)7. Application of Ancillary ChargesJ. Rates

Rates set forth below are Monthly Recurring, Non-recurring, Ancillary Charges and Discount Schedules applicable.

1. Monthly Recurring Charges

<u>Port</u>	<u>Charge</u>
56/64 Kbps	\$55.00
128 Kbps	\$125.00
256 Kbps	\$170.00
384 Kbps	\$205.00
512 Kbps	\$240.00
768 Kbps	\$270.00
1.024 Mbps	\$300.00
1.536 Mbps	\$330.00

CIR Charge

\$5.00 per 64 Kbps

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

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15. Metro Frame Relay Service (cont'd)

7. Application of Ancillary Charges

J. Rates

Rates set forth below are Monthly Recurring, Non-recurring, Ancillary Charges and Discount Schedules applicable.

1. Monthly Recurring Charges

<u>Port</u>	<u>Charge</u>
56/64 Kbps	\$55.00
128 Kbps	\$125.00
256 Kbps	\$170.00
384 Kbps	\$205.00
512 Kbps	\$240.00
768 Kbps	\$270.00
1.024 Mbps	\$300.00
1.536 Mbps	\$330.00

CIR Charge

\$5.00 per 64 Kbps

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)5.4 Other Service Arrangements (Cont'd)15. Metro Frame Relay Service¹ (cont'd)7. Application of Ancillary ChargesJ. Rates (Cont.)2. Non-Recurring Charges(a) Installation Charges

<u>Port</u>	<u>Non-Recurring Charge</u>
64 Kbps	\$250.00
128 Kbps	\$250.00
256 Kbps	\$250.00
384 Kbps	\$250.00
512 Kbps	\$250.00
768 Kbps	\$250.00
1.024 Mbps	\$250.00
1.536 Mbps	\$250.00

(b) PVC Installation \$20.00 per PVC

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to
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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service (cont'd)

7. Application of Ancillary Charges

J. Rates (Cont.)

2. Non-Recurring Charges

(a) Installation Charges

<u>Port</u>	<u>Non-Recurring Charge</u>
64 Kbps	\$250.00
128 Kbps	\$250.00
256 Kbps	\$250.00
384 Kbps	\$250.00
512 Kbps	\$250.00
768 Kbps	\$250.00
1.024 Mbps	\$250.00
1.536 Mbps	\$250.00

(b) PVC Installation \$20.00 per PVC

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

J. Rates (cont'd)

3. Non-Recurring Ancillary Charges

Expedite Charge/Port	\$100.00
Cancellation Charge/Port	
Pre-Engineering	\$100.00
Post-Engineering	\$250.00
Date Change Charge/Port	\$100.00
Administrative Order Charge	No Charge
Non-Administrative Order Charge/Port	
Pre Engineering	\$100.00
Post Engineering	\$250.00
U.S. DS-0 ASR	\$25.00
U.S. DS-1 ASR	\$50.00

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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N

5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service (cont'd)

J. Rates (cont'd)

3. Non-Recurring Ancillary Charges

Expedite Charge/Port	\$100.00
Cancellation Charge/Port	
Pre-Engineering	\$100.00
Post-Engineering	\$250.00
Date Change Charge/Port	\$100.00
Administrative Order Charge	No Charge
Non-Administrative Order Charge/Port	
Pre Engineering	\$100.00
Post Engineering	\$250.00
U.S. DS-0 ASR	\$25.00
U.S. DS-1 ASR	\$50.00

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

J. Rates (cont'd)

4. Discount Schedule

The discount structures listed below are based solely on the Service Commitment Period selected by the Customer and stated in the Service Order.

Minimum Monthly	1 Years	2 <u>Years</u>	3 <u>Years</u>	4 <u>Years</u>	5 <u>Years</u>
\$0	4%	5%	7%	9%	14%
\$2,500	6%	7%	9%	12%	16%
\$5,000	7%	9%	11%	14%	18%
\$7,500	9%	10%	13%	16%	20%
\$10,000	10%	12%	15%	19%	22%
\$15,000	11%	14%	17%	21%	24%
\$20,000	12%	15%	18%	23%	27%
\$30,000	13%	16%	19%	24%	28%
\$40,000	14%	17%	20%	25%	29%
\$50,000	15%	18%	21%	26%	30%

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

Missouri Public
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5.4 Other Service Arrangements (Cont'd)

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15. Metro Frame Relay Service (cont'd)

J. Rates (cont'd)

4. Discount Schedule

The discount structures listed below are based solely on the Service Commitment Period selected by the Customer and stated in the Service Order.

<u>Minimum Monthly</u>	<u>1 Years</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>
\$0	4%	5%	7%	9%	14%
\$2,500	6%	7%	9%	12%	16%
\$5,000	7%	9%	11%	14%	18%
\$7,500	9%	10%	13%	16%	20%
\$10,000	10%	12%	15%	19%	22%
\$15,000	11%	14%	17%	21%	24%
\$20,000	12%	15%	18%	23%	27%
\$30,000	13%	16%	19%	24%	28%
\$40,000	14%	17%	20%	25%	29%
\$50,000	15%	18%	21%	26%	30%

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)5.4 Other Service Arrangements (Cont'd)15. Metro Frame Relay Service¹ (cont'd)K. Price Protection Plan

Customers who select a Service Commitment Period for Metro Frame Relay Service of one, two, three, four, or five years are automatically enrolled in the Price Protection Plan as described below. During the Service Commitment Period, Customer shall have the option to obtain the discount schedule for such Metro Frame Relay Service which is equal to Company's then-current discount schedule under this Tariff for Metro Frame Relay Service ("Published Price") upon the following conditions of the Price Protection Plan.

Under the Price Protection Plan, if at any time during the Service Commitment Period any discount rate on the applicable discount schedule is decreased ("New Discount Schedule") for that Service the Customer will continue to be charged the discount in effect at the time the Service Commitment Period was initially selected. If any discount rate on the applicable discount schedule is increased ("New Discount Schedule"), the Customer may obtain affected Service with the New Discount Schedule by executing a new Service Order for the Service in question, subject to a Service Commitment Period which is equal to or greater than the Service Commitment Period of the original Service arrangement ("Revised Service Commitment Period").

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service (cont'd)

K. Price Protection Plan

Customers who select a Service Commitment Period for Metro Frame Relay Service of one, two, three, four, or five years are automatically enrolled in the Price Protection Plan as described below. During the Service Commitment Period, Customer shall have the option to obtain the discount schedule for such Metro Frame Relay Service which is equal to Company's then-current discount schedule under this Tariff for Metro Frame Relay Service ("Published Price") upon the following conditions of the Price Protection Plan.

Under the Price Protection Plan, if at any time during the Service Commitment Period any discount rate on the applicable discount schedule is decreased ("New Discount Schedule") for that Service the Customer will continue to be charged the discount in effect at the time the Service Commitment Period was initially selected. If any discount rate on the applicable discount schedule is increased ("New Discount Schedule"), the Customer may obtain affected Service with the New Discount Schedule by executing a new Service Order for the Service in question, subject to a Service Commitment Period which is equal to or greater than the Service Commitment Period of the original Service arrangement ("Revised Service Commitment Period").

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

K. Price Protection Plan (cont'd)

Any New Discount Schedule available to Customer pursuant to the foregoing provisions shall become effective with the commencement of the Revised Service Commitment Period as of a date not later than the first day of the latest calendar month/billing period occurring within the sixty (60) days next following Customer's execution and submission of the above-referenced new Service Order to Company.

L. Revenue Plan Arrangements

- 1. Only by written Service Application, which is accepted by an authorized representative of Company, may Customers obtain a Revenue Plan Arrangement ("Revenue Plan") for the Metro Frame Relay Service. Each Revenue Plan shall be subject to a Customer Commitment Period (defined below) of at least one, two, three, four or five years. The period between the effective date of a Revenue Plan and the expiration of the Customer Commitment Period shall be referred to as the "Term" of the Revenue Plan.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service (cont'd)

K. Price Protection Plan (cont'd)

Any New Discount Schedule available to Customer pursuant to the foregoing provisions shall become effective with the commencement of the Revised Service Commitment Period as of a date not later than the first day of the latest calendar month/billing period occurring within the sixty (60) days next following Customer's execution and submission of the above-referenced new Service Order to Company.

L. Revenue Plan Arrangements

1. Only by written Service Application, which is accepted by an authorized representative of Company, may Customers obtain a Revenue Plan Arrangement ("Revenue Plan") for the Metro Frame Relay Service. Each Revenue Plan shall be subject to a Customer Commitment Period (defined below) of at least one, two, three, four or five years. The period between the effective date of a Revenue Plan and the expiration of the Customer Commitment Period shall be referred to as the "Term" of the Revenue Plan.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)5.4 Other Service Arrangements (Cont'd)15. Metro Frame Relay Service¹ (cont'd)L. Revenue Plan Arrangements (Cont.)

2. From and after the effective date of a Revenue Plan and subject to the provisions of this Section, Customer may submit Service Orders for Qualifying Metro Frame Relay Service subject to the discounts in effect under this Tariff at the time the Service Application for the Revenue Plan is executed by Customer and Company. Subject to other applicable provisions of this Tariff, Company will accept such Service Orders provided the Requested Service Dates therefor do not occur later than a date six (6) months prior to the expiration of the Term ("Plan Installation Period").
3. The Service Commitment Period applicable to each Qualifying Metro Frame Relay Service shall be the longer of a period equal to: (i) the period commencing with the Start of Service Date therefor and continuing until the expiration of the Term applicable to the Revenue Plan in question; or (ii) six (6) months. Upon the expiration of the Term of a Revenue Plan, all monthly recurring charges relevant to Qualifying Metro Frame Relay Service (other than Qualifying Metro Frame Relay Service that has not completed its Service Commitment Period) will revert to Company's then current Base Rates and month-to-month Service Commitment Period discount, if any, applicable to Qualifying Metro Frame Relay Service then provided. Upon the expiration of the Service Commitment Period relevant to each Port comprising Qualifying Frame Relay, such Service will be subject to termination by either Customer or Company upon not less than thirty (30) days prior written notice to the other party.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service (cont'd)

L. Revenue Plan Arrangements (Cont.)

2. From and after the effective date of a Revenue Plan and subject to the provisions of this Section, Customer may submit Service Orders for Qualifying Metro Frame Relay Service subject to the discounts in effect under this Tariff at the time the Service Application for the Revenue Plan is executed by Customer and Company. Subject to other applicable provisions of this Tariff, Company will accept such Service Orders provided the Requested Service Dates therefor do not occur later than a date six (6) months prior to the expiration of the Term ("Plan Installation Period").

3. The Service Commitment Period applicable to each Qualifying Metro Frame Relay Service shall be the longer of a period equal to: (i) the period commencing with the Start of Service Date therefor and continuing until the expiration of the Term applicable to the Revenue Plan in question; or (ii) six (6) months. Upon the expiration of the Term of a Revenue Plan, all monthly recurring charges relevant to Qualifying Metro Frame Relay Service (other than Qualifying Metro Frame Relay Service that has not completed its Service Commitment Period) will revert to Company's then current Base Rates and month-to-month Service Commitment Period discount, if any, applicable to Qualifying Metro Frame Relay Service then provided. Upon the expiration of the Service Commitment Period relevant to each Port comprising Qualifying Frame Relay, such Service will be subject to termination by either Customer or Company upon not less than thirty (30) days prior written notice to the other party.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

L. Revenue Plan Arrangements (cont'd)

4. Each Service Application for a Revenue Plan will set forth the "Customer Commitment Period" which shall be the period over which Customer shall obtain Metro Frame Relay Service subject to Base Rate Charges at least equal to the "Minimum Monthly Commitment."

(a) The lowest Minimum Monthly Commitment available for Revenue Plans is \$2,500. The Minimum Monthly Commitment under a Revenue Plan will not include pro-rated charges for Metro Frame Relay Service, Local Access charges, Ancillary Service charges, Taxes or any other recurring and non-recurring charges for colocation of Customer equipment in Company POPs or other services provided to Customer by Company.

(b) The length of the Customer Commitment Period and the Minimum Monthly Commitment for both domestic MCI WORLDCOM Frame Relay Service and Metro Frame Relay Service will determine the applicable discount of the Base Rates for Qualifying Metro Frame Relay Service, i.e., for purposes of determining the applicable discount of the Revenue Plan, the Customer Commitment Period equates to the Service Commitment Period in the discount schedules and the Minimum Monthly Commitment equates to the applicable Minimum Monthly level in the discount schedules.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service (cont'd)

L. Revenue Plan Arrangements (cont'd)

4. Each Service Application for a Revenue Plan will set forth the "Customer Commitment Period" which shall be the period over which Customer shall obtain Metro Frame Relay Service subject to Base Rate Charges at least equal to the "Minimum Monthly Commitment."

(a) The lowest Minimum Monthly Commitment available for Revenue Plans is \$2,500. The Minimum Monthly Commitment under a Revenue Plan will not include pro-rated charges for Metro Frame Relay Service, Local Access charges, Ancillary Service charges, Taxes or any other recurring and non-recurring charges for colocation of Customer equipment in Company POPs or other services provided to Customer by Company.

(b) The length of the Customer Commitment Period and the Minimum Monthly Commitment for both domestic MCI WORLDCOM Frame Relay Service and Metro Frame Relay Service will determine the applicable discount of the Base Rates for Qualifying Metro Frame Relay Service, i.e., for purposes of determining the applicable discount of the Revenue Plan, the Customer Commitment Period equates to the Service Commitment Period in the discount schedules and the Minimum Monthly Commitment equates to the applicable Minimum Monthly level in the discount schedules.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

L. Revenue Plan Arrangements (cont'd)

- 5. Notwithstanding any provision of this Tariff to the contrary and provided Customer is not in default of its obligations pursuant to this Tariff, after a Service Order for Qualifying Metro Frame Relay Service is accepted by Company, Customer may cancel all or a portion of the Service described in the Service Order if Customer provides written notification thereof to Company thirty (30) days in advance of the effective date of cancellation. In such case, Customer shall pay to Company all charges for such Service provided through the effective date of cancellation plus a cancellation charge determined as follows:
 - (a) Prior to Start of Service, the cancellation charge shall be an amount equal to one (1) month's Base Rate Charges (then in effect at the time of cancellation) for the Metro Frame Relay Service in question plus all non-recurring charges which would have otherwise been due (e.g., Installation charges) upon Start of Service therefor and costs, if any, reasonably incurred by Company from third parties (e.g., Local Access providers or interconnecting carriers) as a result of such cancellation.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

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15. Metro Frame Relay Service (cont'd)

L. Revenue Plan Arrangements (cont'd)

5. Notwithstanding any provision of this Tariff to the contrary and provided Customer is not in default of its obligations pursuant to this Tariff, after a Service Order for Qualifying Metro Frame Relay Service is accepted by Company, Customer may cancel all or a portion of the Service described in the Service Order if Customer provides written notification thereof to Company thirty (30) days in advance of the effective date of cancellation. In such case, Customer shall pay to Company all charges for such Service provided through the effective date of cancellation plus a cancellation charge determined as follows:

(a) Prior to Start of Service, the cancellation charge shall be an amount equal to one (1) month's Base Rate Charges (then in effect at the time of cancellation) for the Metro Frame Relay Service in question plus all non-recurring charges which would have otherwise been due (e.g., Installation charges) upon Start of Service therefor and costs, if any, reasonably incurred by Company from third parties (e.g., Local Access providers or interconnecting carriers) as a result of such cancellation.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

L. Revenue Plan Arrangements (cont'd)

5. (cont'd)

(b) Following Start of Service, the cancellation charge shall be an amount equal to six (6) times the monthly recurring Base Rate Charges (then in effect at the time of cancellation) for the Metro Frame Relay Service in question less Base Rate Charges for such Service actually provided to Customer through the effective date of cancellation (but in no event less than zero) plus costs, if any, reasonably incurred by Company from third parties (e.g., Local Access providers or interconnecting carriers) as a result of such cancellation.

6. Commencing with the first calendar month/billing period of the Customer Commitment Period and continuing for each calendar month/billing period thereafter through the expiration of the Customer Commitment Period, the Customer subscribing to the Revenue Plan will obtain Metro Frame Relay Service from Company pursuant to this Tariff and the Company interstate Tariff F.C.C. No. 9, which is subject to an aggregate of applicable Base Rate Charges ("Aggregate Base Rate Charge") equal to the Minimum Monthly Commitment. The Aggregate Base Rate Charge does not include pro-rated charges for Metro Frame Relay Service, Local Access charges, Ancillary Service charges, Taxes or any other recurring and non recurring charges for colocation of Customer equipment in Company POPs or other services provided to Customer by Company.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service (cont'd)

L. Revenue Plan Arrangements (cont'd)

5. (cont'd)

(b) Following Start of Service, the cancellation charge shall be an amount equal to six (6) times the monthly recurring Base Rate Charges (then in effect at the time of cancellation) for the Metro Frame Relay Service in question less Base Rate Charges for such Service actually provided to Customer through the effective date of cancellation (but in no event less than zero) plus costs, if any, reasonably incurred by Company from third parties (e.g., Local Access providers or interconnecting carriers) as a result of such cancellation.

6. Commencing with the first calendar month/billing period of the Customer Commitment Period and continuing for each calendar month/billing period thereafter through the expiration of the Customer Commitment Period, the Customer subscribing to the Revenue Plan will obtain Metro Frame Relay Service from Company pursuant to this Tariff and the Company interstate Tariff F.C.C. No. 9, which is subject to an aggregate of applicable Base Rate Charges ("Aggregate Base Rate Charge") equal to the Minimum Monthly Commitment. The Aggregate Base Rate Charge does not include pro-rated charges for Metro Frame Relay Service, Local Access charges, Ancillary Service charges, Taxes or any other recurring and non recurring charges for colocation of Customer equipment in Company POPs or other services provided to Customer by Company.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

L. Revenue Plan Arrangements (cont'd)

7. If Customer's Aggregate Base Rate Charge for any month in the Commitment Period is less than the applicable Minimum Monthly Commitment, Customer shall pay Company the difference between the Aggregate Base Rate Charge for the month in question and the Minimum Monthly Commitment ("Deficiency Charge").

(a) The Deficiency Charge shall be in addition to the charges for Qualifying Metro Frame Relay Service and all other Service provided pursuant to the Revenue Plan.

(b) The Deficiency Charge, if any, shall be due at the same time payment is due for Customer's monthly recurring charges.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service (cont'd)

L. Revenue Plan Arrangements (cont'd)

7. If Customer's Aggregate Base Rate Charge for any month in the Commitment Period is less than the applicable Minimum Monthly Commitment, Customer shall pay Company the difference between the Aggregate Base Rate Charge for the month in question and the Minimum Monthly Commitment ("Deficiency Charge").

(a) The Deficiency Charge shall be in addition to the charges for Qualifying Metro Frame Relay Service and all other Service provided pursuant to the Revenue Plan.

(b) The Deficiency Charge, if any, shall be due at the same time payment is due for Customer's monthly recurring charges.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

L. Revenue Plan Arrangements (cont'd)

8. In the event:

- (a) Customer fails to pay the Deficiency Charge on or before thirty (30) days from its Due Date and after ten (10) days written notice thereof to Customer by Company (which notice may refer generally to an unpaid balance of Customer's account); or,
- (b) Customer fails to pay the Deficiency Charge on or before thirty (30) days from the Due Date therefor on two (2) or more occasions within a six (6) month period; or,
- (C) Service is terminated or suspended pursuant to the provisions of Section II;

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service (cont'd)

L. Revenue Plan Arrangements (cont'd)

8. In the event:

- (a) Customer fails to pay the Deficiency Charge on or before thirty (30) days from its Due Date and after ten (10) days written notice thereof to Customer by Company (which notice may refer generally to an unpaid balance of Customer's account); or,
- (b) Customer fails to pay the Deficiency Charge on or before thirty (30) days from the Due Date therefor on two (2) or more occasions within a six (6) month period; or,
- (c) Service is terminated or suspended pursuant to the provisions of Section II;

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

L. Revenue Plan Arrangements (cont'd)

8. In the event: (Cont.)

Company may terminate all Service provided to Customer pursuant to the Revenue Plan and make due for immediate payment a charge ("Plan Termination Charge") in an amount equal to the greater of the following:

- (a) If the termination becomes effective prior to completion of the first year of the Customer Commitment Period, then the charge shall be an amount equal to the balance of the then-current Minimum Monthly Commitment times the number of months (or pro rata portion thereof) remaining in the Customer Commitment Period (i.e., the period during which such commitment was to be maintained) plus scheduled adjustments to the Minimum Monthly Commitment, if any, multiplied by the number of months relevant to the periods (or pro rata portion thereof) associated with such adjusted Minimum Monthly Commitment(s) through the expiration of the first year of the Customer Commitment Period plus twenty-five percent (25%) of the balance of such monthly Monthly Commitment(s) for the remainder of the Customer Commitment Period beyond the first year; or

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service (cont'd)

L. Revenue Plan Arrangements (cont'd)

8. In the event: (Cont.)

Company may terminate all Service provided to Customer pursuant to the Revenue Plan and make due for immediate payment a charge ("Plan Termination Charge") in an amount equal to the greater of the following:

- (a) If the termination becomes effective prior to completion of the first year of the Customer Commitment Period, then the charge shall be an amount equal to the balance of the then-current Minimum Monthly Commitment times the number of months (or pro rata portion thereof) remaining in the Customer Commitment Period (i.e., the period during which such commitment was to be maintained) plus scheduled adjustments to the Minimum Monthly Commitment, if any, multiplied by the number of months relevant to the periods (or pro rata portion thereof) associated with such adjusted Minimum Monthly Commitment(s) through the expiration of the first year of the Customer Commitment Period plus twenty-five percent (25%) of the balance of such monthly Monthly Commitment(s) for the remainder of the Customer Commitment Period beyond the first year; or

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

L. Revenue Plan Arrangements (cont'd)

8. In the event: (Cont.)

(b) If the termination becomes effective after completion of the first year of the Customer Commitment Period, then the charge shall be an amount equal to twenty-five percent (25%) of the balance of the then-current Minimum Monthly Commitment times the number of months (or rata portion thereof) remaining in the Customer Commitment Period (i.e., the period during which such commitment was to be maintained) plus scheduled adjustments to the Minimum Monthly Commitment, if any, multiplied by the number of months relevant to the periods (or pro rata portion thereof) associated with such adjusted Minimum Monthly Commitment(s) through the expiration of the Customer Commitment Period; or

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service (cont'd)

L. Revenue Plan Arrangements (cont'd)

8. In the event: (Cont.)

- (b) If the termination becomes effective after completion of the first year of the Customer Commitment Period, then the charge shall be an amount equal to twenty-five percent (25%) of the balance of the then-current Minimum Monthly Commitment times the number of months (or rata portion thereof) remaining in the Customer Commitment Period (i.e., the period during which such commitment was to be maintained) plus scheduled adjustments to the Minimum Monthly Commitment, if any, multiplied by the number of months relevant to the periods (or pro rata portion thereof) associated with such adjusted Minimum Monthly Commitment(s) through the expiration of the Customer Commitment Period; or

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

L. Revenue Plan Arrangements (cont'd)

8. In the event: (Cont.)

- (c) If at the time of termination: (i) the Service Commitment Period for each Circuit comprising Qualifying Metro Frame Relay Service is six (6) months, and (ii) the Service Commitment Period of any other Circuit obtained under the Revenue Plan is Restricted, then the charge will be an amount equal to the total cancellation charges, if any, which would otherwise be applicable to the cancellation of Metro Frame Relay Service in accordance with Section II; provided, that in any case the effective date of cancellation shall be deemed to be the date of termination or any earlier date of suspension; and

Regardless of whether Clause (a), (b) or (c) is determined to be the greater amount, the Customer is also liable for any charges, expenses, fees, or penalties incurred by Company or its affiliated companies due to cancellation of Local Access plus any costs, expenses, or additional charges reasonably incurred by Company on behalf of Customer as Customer's agent.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service (cont'd)

L. Revenue Plan Arrangements (cont'd)

8. In the event: (Cont.)

- (c) If at the time of termination: (i) the Service Commitment Period for each Circuit comprising Qualifying Metro Frame Relay Service is six (6) months, and (ii) the Service Commitment Period of any other Circuit obtained under the Revenue Plan is Restricted, then the charge will be an amount equal to the total cancellation charges, if any, which would otherwise be applicable to the cancellation of Metro Frame Relay Service in accordance with Section II; provided, that in any case the effective date of cancellation shall be deemed to be the date of termination or any earlier date of suspension; and

Regardless of whether Clause (a), (b) or (c) is determined to be the greater amount, the Customer is also liable for any charges, expenses, fees, or penalties incurred by Company or its affiliated companies due to cancellation of Local Access plus any costs, expenses, or additional charges reasonably incurred by Company on behalf of Customer as Customer's agent.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

L. Revenue Plan Arrangements (cont'd)

9. In the event: (a) an individual Circuit comprising Qualifying Metro Frame Relay Service under a Revenue Plan is canceled by Customer prior to completion of the Service Commitment Period relevant to the Circuit in question; or (b) Customer fails to obtain the requisite Aggregate Base Rate Charge during the Customer Commitment Period in order to maintain the then applicable Minimum Monthly Commitment; or (c) a Revenue Plan is subject to termination under the provisions of Section (8)(c) preceding, Company's damages are difficult or impossible to ascertain, therefore, the foregoing provisions providing for individual Node cancellation liability of Customer, Deficiency Charges and/or Plan Termination Charges are intended to establish liquidated damages in the event of an early termination of individual ports subject to a Revenue Plan, a deficiency in the Minimum Monthly Commitment or termination of a Revenue Plan prior to fulfilling the Minimum Monthly Commitment for each and every month of the Customer Commitment Period and do not represent a penalty of any kind.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service (cont'd)

L. Revenue Plan Arrangements (cont'd)

9. In the event: (a) an individual Circuit comprising Qualifying Metro Frame Relay Service under a Revenue Plan is canceled by Customer prior to completion of the Service Commitment Period relevant to the Circuit in question; or (b) Customer fails to obtain the requisite Aggregate Base Rate Charge during the Customer Commitment Period in order to maintain the then applicable Minimum Monthly Commitment; or (c) a Revenue Plan is subject to termination under the provisions of Section (8)(c) preceding, Company's damages are difficult or impossible to ascertain, therefore, the foregoing provisions providing for individual Node cancellation liability of Customer, Deficiency Charges and/or Plan Termination Charges are intended to establish liquidated damages in the event of an early termination of individual ports subject to a Revenue Plan, a deficiency in the Minimum Monthly Commitment or termination of a Revenue Plan prior to fulfilling the Minimum Monthly Commitment for each and every month of the Customer Commitment Period and do not represent a penalty of any kind.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

L. Revenue Plan Arrangements (cont'd)

- 10. During the Customer Commitment Period, Customer shall have the option to obtain pricing for all Qualifying Metro Frame Relay Service which is equal to Company's then-current pricing, (i.e., Base Rates and discounts) under this Tariff for Qualifying Metro Frame Relay Service ("Published Price") upon the conditions of the Price Protection Plan described in Section K preceding with the following exceptions. Customer must elect to exercise such option within thirty (30) days following Company's notice of an adjustment to Company's Published Price. The Price Protection Plan will be available to Customer, provided Customer is not in default of its obligations pursuant to this Tariff and will apply to Qualifying Metro Frame Relay Service.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service (cont'd)

L. Revenue Plan Arrangements (cont'd)

- 10. During the Customer Commitment Period, Customer shall have the option to obtain pricing for all Qualifying Metro Frame Relay Service which is equal to Company's then-current pricing, (i.e., Base Rates and discounts) under this Tariff for Qualifying Metro Frame Relay Service ("Published Price") upon the conditions of the Price Protection Plan described in Section K preceding with the following exceptions. Customer must elect to exercise such option within thirty (30) days following Company's notice of an adjustment to Company's Published Price. The Price Protection Plan will be available to Customer, provided Customer is not in default of its obligations pursuant to this Tariff and will apply to Qualifying Metro Frame Relay Service.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

L. Revenue Plan Arrangements (cont'd)

10. (Cont.)

(a) If Customer elects to exercise such option at any time following the Commencement Date and continuing for a period ending twelve (12) months preceding the expiration of the Customer Commitment Period, Customer must execute an amendment to the Revenue Plan agreement within thirty (30) days of the receipt of Company's notification of a Published Price adjustment. The amendment to the Revenue Plan agreement will set forth the then-current Published Price for all Qualifying Metro Frame Relay Service. The adjustment, if any, of the monthly recurring charges for Qualifying Metro Frame Relay Service will have an effective date not later than the first day of the latest calendar month/billing period occurring within the sixty (60) days next following Customer's execution and delivery of such amendment to Company.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service (cont'd)

L. Revenue Plan Arrangements (cont'd)

10. (Cont.)

- (a) If Customer elects to exercise such option at any time following the Commencement Date and continuing for a period ending twelve (12) months preceding the expiration of the Customer Commitment Period, Customer must execute an amendment to the Revenue Plan agreement within thirty (30) days of the receipt of Company's notification of a Published Price adjustment. The amendment to the Revenue Plan agreement will set forth the then-current Published Price for all Qualifying Metro Frame Relay Service. The adjustment, if any, of the monthly recurring charges for Qualifying Metro Frame Relay Service will have an effective date not later than the first day of the latest calendar month/billing period occurring within the sixty (60) days next following Customer's execution and delivery of such amendment to Company.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

L. Revenue Plan Arrangements (cont'd)

10. (Cont.)

(b) If Customer elects to exercise such option at any time within a period of twelve (12) months preceding the expiration of the Customer Commitment Period, Customer must execute a superseding Revenue Plan agreement within thirty (30) days of the receipt of Company's notification of a Published Price adjustment. The superseding Revenue Plan agreement will set forth (a) the then-applicable Published Price for all Qualifying Metro Frame Relay Service, (b) a Minimum Monthly Commitment equal to or greater than the then current Minimum Monthly Commitment, and (c) a revised Customer Commitment Period of at least one (1) year. The new Revenue Plan will have an effective date not later than the first day of the calendar month/billing period occurring within the sixty (60) days next following Customer's execution and delivery of the new Revenue Plan agreement to Company.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service (cont'd)

L. Revenue Plan Arrangements (cont'd)

10. (Cont.)

(b) If Customer elects to exercise such option at any time within a period of twelve (12) months preceding the expiration of the Customer Commitment Period, Customer must execute a superseding Revenue Plan agreement within thirty (30) days of the receipt of Company's notification of a Published Price adjustment. The superseding Revenue Plan agreement will set forth (a) the then-applicable Published Price for all Qualifying Metro Frame Relay Service, (b) a Minimum Monthly Commitment equal to or greater than the then current Minimum Monthly Commitment, and (c) a revised Customer Commitment Period of at least one (1) year. The new Revenue Plan will have an effective date not later than the first day of the calendar month/billing period occurring within the sixty (60) days next following Customer's execution and delivery of the new Revenue Plan agreement to Company.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

L. Revenue Plan Arrangements (cont'd)

11. Notwithstanding any provisions of this Tariff to the contrary and provided Customer is not in default of its obligations pursuant to this Tariff, Customer may cancel and upgrade Qualifying Metro Frame Relay Service, to higher speed Qualifying Metro Frame Relay Service ("Replacement Metro Frame Relay Service"), without being subject to any cancellation charge relevant to Company's Metro Frame Relay Service pursuant to this Tariff under the following conditions:

- (a) Customer provides Company with a minimum forty-five (45) calendar days notice prior to the effective date of such cancellation and concurrently therewith submits a Service Order for Replacement Metro Frame Relay Service having a Requested Service Date therefor concurrent with the effective date of such cancellation;
- (b) The Replacement Metro Frame Relay Service is available; and,

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service (cont'd)

L. Revenue Plan Arrangements (cont'd)

10. (cont'd)

(c) In the event a reduction (and only such reduction) in applicable charges pursuant to this Section causes the Aggregate Base Rate Charges to fall below the Minimum Monthly Commitment of the Revenue Plan then in effect, Customer may obtain a revision to the Minimum Monthly Commitment equal to the new level of Aggregate Base Rate Charges after applying the relevant Published Price to Qualifying Metro Frame Relay Service, provided, however, the applicable discounts shall also be adjusted to the corresponding Minimum Monthly level set forth in the discount schedules.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

L. Revenue Plan Arrangements (cont'd)

11. Notwithstanding any provisions of this Tariff to the contrary and provided Customer is not in default of its obligations pursuant to this Tariff, Customer may cancel and upgrade Qualifying Metro Frame Relay Service, to higher speed Qualifying Metro Frame Relay Service ("Replacement Metro Frame Relay Service"), without being subject to any cancellation charge relevant to Company's Metro Frame Relay Service pursuant to this Tariff under the following conditions:

- (a) Customer provides Company with a minimum forty-five (45) calendar days notice prior to the effective date of such cancellation and concurrently therewith submits a Service Order for Replacement Metro Frame Relay Service having a Requested Service Date therefor concurrent with the effective date of such cancellation;
- (b) The Replacement Metro Frame Relay Service is available; and,

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service (cont'd)

L. Revenue Plan Arrangements (cont'd)

11. Notwithstanding any provisions of this Tariff to the contrary and provided Customer is not in default of its obligations pursuant to this Tariff, Customer may cancel and upgrade Qualifying Metro Frame Relay Service, to higher speed Qualifying Metro Frame Relay Service ("Replacement Metro Frame Relay Service"), without being subject to any cancellation charge relevant to Company's Metro Frame Relay Service pursuant to this Tariff under the following conditions:

- (a) Customer provides Company with a minimum forty-five (45) calendar days notice prior to the effective date of such cancellation and concurrently therewith submits a Service Order for Replacement Metro Frame Relay Service having a Requested Service Date therefor concurrent with the effective date of such cancellation;
- (b) The Replacement Metro Frame Relay Service is available; and,

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

L. Revenue Plan Arrangements (cont'd)

11. (Cont.)

- (c) The cities served by the Metro Frame Relay Service affected by the upgrade continue to be served by the Replacement Metro Frame Relay Service.
- (d) Customer will be liable for costs, if any, reasonably incurred by Company from third parties (e.g., Local Access providers or interconnecting carriers) as a result of such cancellation, provided Company notifies Customer of such costs within a reasonable time following receipt of Customer's Service Order to effect a cancellation under this Section and obtain Replacement Metro Frame Relay Service and Customer does not cancel the Service Order in question.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service (cont'd)

L. Revenue Plan Arrangements (cont'd)

11. (Cont.)

- (c) The cities served by the Metro Frame Relay Service affected by the upgrade continue to be served by the Replacement Metro Frame Relay Service.
- (d) Customer will be liable for costs, if any, reasonably incurred by Company from third parties (e.g., Local Access providers or interconnecting carriers) as a result of such cancellation, provided Company notifies Customer of such costs within a reasonable time following receipt of Customer's Service Order to effect a cancellation under this Section and obtain Replacement Metro Frame Relay Service and Customer does not cancel the Service Order in question.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

M. Warranties

1. Frame Relay Service Satisfaction Warranty

New Customers or Customers desiring subscription to frame relay service which had not previously been available under this Tariff will obtain Company's Frame Relay Service Satisfaction Warranty (the "SSW") subject to the requirements described below.

(a) The Term for the Metro Frame Relay Service must be at least one (1) year.

(b) A detailed description of Customer's prior network configuration for service which is converted to Metro Frame Relay Service (the "Prior Network Configuration") must be attached to the SSW. The description of the Prior Network Configuration shall include (for each circuit or connection): (i) the IXC speed (in the case of Private Line) or port speed (in the case of frame relay); (ii) the intraLATA port speed; (iii) the local access speed at each relevant Customer premise; (iv) the location address for each Customer premise; and, (v) the name of the carrier which provided services to Customer under the Prior Network Configuration.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service (cont'd)

M. Warranties

1. Frame Relay Service Satisfaction Warranty

New Customers or Customers desiring subscription to frame relay service which had not previously been available under this Tariff will obtain Company's Frame Relay Service Satisfaction Warranty (the "SSW") subject to the requirements described below.

- (a) The Term for the Metro Frame Relay Service must be at least one (1) year.
- (b) A detailed description of Customer's prior network configuration for service which is converted to Metro Frame Relay Service (the "Prior Network Configuration") must be attached to the SSW. The description of the Prior Network Configuration shall include (for each circuit or connection): (i) the IXC speed (in the case of Private Line) or port speed (in the case of frame relay); (ii) the intraLATA port speed; (iii) the local access speed at each relevant Customer premise; (iv) the location address for each Customer premise; and, (v) the name of the carrier which provided services to Customer under the Prior Network Configuration.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

M. Warranties (Cont.)

1. Frame Relay Service Satisfaction Warranty (Cont.)

- (C) Complete Orders must be signed and submitted on or before ninety (90) calendar days from the date of the SSW.
- (d) Orders must have a Requested Service Date occurring on or before one hundred and twenty (120) calendar days from the date of the SSW.
- (e) Company warrants to Customer that Customer may cancel Metro Frame Relay Service by written notice to Company at any time within the first one hundred and twenty (120) calendar days following the date of the SSW without incurring any cancellation charge or further liability whatsoever with respect to such Service after the effective date of cancellation. Customer will, however, be liable for charges for Metro Frame Relay Service provided through the date of cancellation. Metro Frame Relay Service may be canceled for any reason, however, Customer agrees to either describe the reason for cancellation or state that no reason for cancellation exists.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

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15. Metro Frame Relay Service (cont'd)

M. Warranties (Cont.)

1. Frame Relay Service Satisfaction Warranty (Cont.)

- (c) Complete Orders must be signed and submitted on or before ninety (90) calendar days from the date of the SSW.
- (d) Orders must have a Requested Service Date occurring on or before one hundred and twenty (120) calendar days from the date of the SSW.
- (e) Company warrants to Customer that Customer may cancel Metro Frame Relay Service by written notice to Company at any time within the first one hundred and twenty (120) calendar days following the date of the SSW without incurring any cancellation charge or further liability whatsoever with respect to such Service after the effective date of cancellation. Customer will, however, be liable for charges for Metro Frame Relay Service provided through the date of cancellation. Metro Frame Relay Service may be canceled for any reason, however, Customer agrees to either describe the reason for cancellation or state that no reason for cancellation exists.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

M. Warranties (cont'd)

1. Frame Relay Service Satisfaction Warranty (cont'd)

(f) In the event Customer cancels Metro Frame Relay Service in accordance with the SSW, and Customer's Prior Network Configuration includes DS-0, DDS, FT-1 or DS-1 (or greater level) service (collectively "Private Line Service"), and/or frame relay service, Company agrees to pay Customer to revert the canceled Metro Frame Relay Service back to Customer's Prior Network Configuration (the "Switch Back") as provided below:

If Customer's Prior Network Configuration includes Private Line service provided by Company, then, for such service, Customer will not be charged any IXC installation charges or local access installation charges associated with the Switch Back.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

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15. Metro Frame Relay Service (cont'd)

M. Warranties (cont'd)

1. Frame Relay Service Satisfaction Warranty (cont'd)

(f) In the event Customer cancels Metro Frame Relay Service in accordance with the SSW, and Customer's Prior Network Configuration includes DS-0, DDS, FT-1 or DS-1 (or greater level) service (collectively "Private Line Service"), and/or frame relay service, Company agrees to pay Customer to revert the canceled Metro Frame Relay Service back to Customer's Prior Network Configuration (the "Switch Back") as provided below:

If Customer's Prior Network Configuration includes Private Line service provided by Company, then, for such service, Customer will not be charged any IXC installation charges or local access installation charges associated with the Switch Back.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

M. Warranties (cont'd)

1. Frame Relay Service Satisfaction Warranty (cont'd)

(f) (Cont.)

If Customer's Prior Network Configuration includes Private Line Service provided by carrier(s) other than Company (the "Prior Carrier"), then, for such service, Company will (a) reimburse Customer the Prior Carrier's published or tariffed local access installation charges and Private Line Service installation charges directly related to the Switch Back (the "Qualified Charges") up to an amount per circuit (as described below) based on the level of Private Line Service for each relevant circuit in Customer's Prior Configuration (the "Private Line Switch Back Reimbursement"), and (b) terminate such Metro Frame Relay Service within ten (10) calendar days following notice of cancellation or within a period which is mutually agreed by Company and Customer.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service (cont'd)

M. Warranties (cont'd)

1. Frame Relay Service Satisfaction Warranty (cont'd)

(f) (Cont.)

If Customer's Prior Network Configuration includes Private Line Service provided by carrier(s) other than Company (the "Prior Carrier"), then, for such service, Company will (a) reimburse Customer the Prior Carrier's published or tariffed local access installation charges and Private Line Service installation charges directly related to the Switch Back (the "Qualified Charges") up to an amount per circuit (as described below) based on the level of Private Line Service for each relevant circuit in Customer's Prior Configuration (the "Private Line Switch Back Reimbursement"), and (b) terminate such Metro Frame Relay Service within ten (10) calendar days following notice of cancellation or within a period which is mutually agreed by Company and Customer.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

M. Warranties (cont'd)

1. Frame Relay Service Satisfaction Warranty (cont'd)

(f) (Cont.)

<u>LEVEL OF PRIVATE LINE SERVICE</u>	<u>PRIVATE LINE SWITCH BACK REIMBURSEMENT LIMIT PER CIRCUIT</u>
DS-0	Up to \$2,000 in Qualified Charges
DDS	Up to \$2,500 in Qualified Charges
FT-1	Up to \$4,500 in Qualified Charges
DS-1	Up to \$5,000 in Qualified Charges
Greater than DS-1	Up to \$7,000 in Qualified Charges

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service (cont'd)

M. Warranties (cont'd)

1. Frame Relay Service Satisfaction Warranty (cont'd)

(f) (Cont.)

<u>LEVEL OF PRIVATE LINE SERVICE</u>	<u>PRIVATE LINE SWITCH BACK REIMBURSEMENT LIMIT PER CIRCUIT</u>
DS-0	Up to \$2,000 in Qualified Charges
DDS	Up to \$2,500 in Qualified Charges
FT-1	Up to \$4,500 in Qualified Charges
DS-1	Up to \$5,000 in Qualified Charges
Greater than DS-1	Up to \$7,000 in Qualified Charges

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

M. Warranties (cont'd)

1. Frame Relay Service Satisfaction Warranty (cont'd)

(g) In the event Customer cancels Metro Frame Relay Service in accordance with the SSW, and Customer's Prior Network Configuration includes frame relay service which was provided by a Prior Carrier, Company will (a) reimburse Customer the Qualified Charges up to an amount per network node (as described below) based on the node speed for each relevant port in Customer's Prior Configuration ("Frame Relay Switch Back Reimbursement"), and (b) terminate such Metro Frame Relay Service within ten (10) calendar days following written notice of cancellation or within a period which is mutually agreed by both Company and Customer.

<u>FRAME RELAY NETWORK PORT SPEED</u>	<u>SWITCH BACK REIMBURSEMENT LIMIT PER PORT</u>
56/64 Kbps	Up to \$1,500 in Qualified Charges
Greater than 56/64K but less than 1.5 Mbps	Up to \$2,500 in Qualified Charges
1.5 Mbps	Up to \$5,000 in Qualified Charges
Greater than 1.5 Mbps	Up to \$6,000 in Qualified Charges

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service (cont'd)

M. Warranties (cont'd)

1. Frame Relay Service Satisfaction Warranty (cont'd)

(g) In the event Customer cancels Metro Frame Relay Service in accordance with the SSW, and Customer's Prior Network Configuration includes frame relay service which was provided by a Prior Carrier, Company will (a) reimburse Customer the Qualified Charges up to an amount per network node (as described below) based on the node speed for each relevant port in Customer's Prior Configuration ("Frame Relay Switch Back Reimbursement"), and (b) terminate such Metro Frame Relay Service within ten (10) calendar days following written notice of cancellation or within a period which is mutually agreed by both Company and Customer.

FRAME RELAY
NETWORK PORT SPEED

SWITCH BACK
REIMBURSEMENT LIMIT PER PORT

56/64 Kbps
Greater than 56/64K
but less than 1.5 Mbps
1.5 Mbps
Greater than 1.5 Mbps

Up to \$1,500 in Qualified Charges

Up to \$2,500 in Qualified Charges
Up to \$5,000 in Qualified Charges
Up to \$6,000 in Qualified Charges

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service¹ (cont'd)

M. Warranties (cont'd)

1. Frame Relay Service Satisfaction Warranty (cont'd)

- (h) Any Private Line Switch Back Reimbursement or Frame Relay Switch Back Reimbursement due hereunder as described above shall be due and payable to Customer on or before sixty (60) calendar days from Customer's presentment to Company of a written statement of Qualified Charges and reasonable evidence of payment to the Prior Carrier (e.g., canceled check/receipt) by Customer.
- (I) Payment of the Private Line Switch Back Reimbursement or Frame Relay Switch Back Reimbursement shall, at Customer's option and as indicated in Customer's statement of Qualified Charges, be made by either (i) a credit against a Customer's then-current charges for services provided by Company, if any; or, (ii) a check drawn on a United States bank and payable in United States dollars.

¹Effective October 5, 2003 Metro Frame Relay will no longer be available to new Customers.

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5. SERVICE DESCRIPTIONS AND CHARGES (Cont'd)

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5.4 Other Service Arrangements (Cont'd)

15. Metro Frame Relay Service (cont'd)

M. Warranties (cont'd)

1. Frame Relay Service Satisfaction Warranty (cont'd)

(h) Any Private Line Switch Back Reimbursement or Frame Relay Switch Back Reimbursement due hereunder as described above shall be due and payable to Customer on or before sixty (60) calendar days from Customer's presentment to Company of a written statement of Qualified Charges and reasonable evidence of payment to the Prior Carrier (e.g., canceled check/receipt) by Customer.

(i) Payment of the Private Line Switch Back Reimbursement or Frame Relay Switch Back Reimbursement shall, at Customer's option and as indicated in Customer's statement of Qualified Charges, be made by either (i) a credit against a Customer's then-current charges for services provided by Company, if any; or, (ii) a check drawn on a United States bank and payable in United States dollars.

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