

Missouri Public
(This Tariff, P.S.C. MO No. 1, issued by Qwest Interprise America, Inc., cancels and replaces
the Tariff issued by U S WEST Interprise America, Inc., in its entirety.)

REC'D OCT 03 2001

Service Commission

Specialized Common Carrier Service

Regulations and Rates

of

Qwest Interprise America, Inc.

This Tariff includes the rates, charges, terms and conditions of service for the provision of intrastate service and facilities to telecommunications services provided by Qwest Interprise America, Inc. ("Interprise" or "Company") within the State of Missouri. This Tariff is on file with the Public Service Commission of Missouri and copies may be inspected, during normal business hours, at Interprise's principal office at 1999 Broadway, Suite 700, Denver, Colorado 80202.

Qwest Interprise America, Inc. operates as a competitive telecommunications Company as defined by Case No. TO-88-142 within the State of Missouri.

The regulations governing the provision and use of services offered under this Tariff are set forth in Section 2. Service descriptions and rates are set forth in Sections 3, 4, 5 and 6, respectively.

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Issued by:

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WAIVER OF RULES AND REGULATIONS

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Pursuant to the Commissions decision in Case No. TA-97-207, Qwest Interprise America, Inc. is classified as a competitive carrier in the State of Missouri for which the following statutory and regulatory requirements are waived:

STATUTES

- | | |
|-------------|--|
| 392.240 (1) | - Rates-reasonable average return on investment. |
| 392.270 | - Property valuation. |
| 392.280 | - Depreciation rates. |
| 392.290 | - Issuance of stocks and bonds. |
| 392.310 | - Issuance of stocks and bonds. |
| 392.320 | - Issuance of stocks and bonds. |
| 392.330 | - Issuance of stocks and bonds. |
| 392.340 | - Reorganization. |

COMMISSION RULES

- | | |
|--------------------------|--|
| 4 CSR 240-10.020 | - Income on depreciation fund investments. |
| 4 CSR 240-30.010 (2) (C) | - Posting exchange rates at central offices. |
| 4 CSR 240-30.040 | - Uniform System of Accounts. |
| 4 CSR 240-32.030 (1) (B) | - Exchange boundary maps. |
| 4 CSR 240-32.030 (1) (C) | - Record of access lines. |
| 4 CSR 240-32.030 (2) | - Records kept within state. |
| 4 CSR 240-32.050 (3-6) | - Telephone directories. |
| 4 CSR 240-32.070 (4) | - Coin Telephones. |
| 4 CSR 240-33.030 | - Inform customers of lowest priced service. |
| 4 CSR 240-33.040 (5) | - Finance fees/delinquent fees. |

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TARIFF FORMAT

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A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 8 and 9 would be 8.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Missouri Public Service Commission. For example, the 3rd revised Sheet 8 cancels the 2nd revised Sheet 8.

C. Paragraph Numbering Sequences - There are four levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1
- 2.1.1
- 2.1.1.a.

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS

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SYMBOLS

- (C) To signify changed listing, rule, or condition; which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of Tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (S) To signify reissued material.
- (T) To signify change in wording of text but no change in rate, rule, or condition.

ABBREVIATIONS

B8ZS - Bipolar with 8-Zero Substitution; a line coding technique which prevents DS0 and DS1 transmission with 15 consecutive zeros. B8ZS support 64 Kbps clear channel transmission.

DACS - Digital Access Cross Connect.

DS0 - Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 56 or 64 Kbps.

DS1 - Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isynchronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.

DS3 - Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isynchronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS, (CONT'D.)

ABBREVIATIONS, (CONT'D.)

CIR - Committed Information Rate.

E1 - European DS1 at 2.048 Mbps.

FRS - Frame Relay Service.

Gbps - Gigabits per second; billions of bits per second.

ICB - Individual Case Basis.

Kbps - Kilobits per second; 1000's of bits per second.

LAN - Local Area Network.

LATA - Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49.

LEC - Local Exchange Company.

Mbps - Megabits per second; millions of bits per second.

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS, (CONT'D.)

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ABBREVIATIONS, (CONT'D.)

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PLDI - Private Line Data Interconnect.

POP - Point of Presence.

PVC - Permanent Virtual Circuit.

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SECTION 1 - DEFINITIONS

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The following definitions are applicable to this Tariff:

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Account - A Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

Bit - The smallest unit of information in a binary system of notation.

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

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

City - For the purposes of this Tariff, the term City denotes a specific geographic area served by the Carrier. A City is typically a metropolitan area and may include one or more adjacent or nearby areas in which the Carrier has network facilities.

Collocation - Carrier facilities and/or equipment located in LEC central offices.

Commission - Public Service Commission of Missouri.

Company - Qwest Interprise America, Inc., a Colorado Corporation.

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SECTION 1 - DEFINITIONS, (CONT'D.)

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Customer - Any person, firm, partnership, corporation or other entity which uses service under the terms and conditions of this Tariff or other agreement and is responsible for the payment of charges. **Service Commission**

Customer Agreement - The mutual agreement between the Company and the Customer for the provision of the Company's service.

Customer Point - Location of the physical location associated with the Customer's communication system.

Dedicated Access - A method for a Customer to directly connect two locations of their choice with dedicated (non-switched) services.

End User - Any person, firm, partnership, corporation or other entity which uses the service of the Company under the terms and conditions of this Tariff or other agreement.

Hertz - A unit of frequency equal to one cycle per second.

Holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Intrastate - For the purpose of this Tariff, the term Intrastate applies to the regulatory jurisdiction of services used for communications between locations located in Missouri.

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SECTION 1 - DEFINITIONS, (CONT'D.)

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Point of Presence - The physical location of a carrier's facilities.

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Premises - The physical space designated by the Customer for the termination of the Company's service.

Special Access - See Dedicated Access.

Term Agreement - A method of purchasing the Company's services whereby the Customer agrees to purchase service between specific locations for a specified and mutually agreed upon length of time.

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

Type 1 - An arrangement whereby the Customer and End User locations are served directly by the Company's network facilities.

Type 2 - An arrangement whereby one or more Customer or End User locations are not served directly by the Company's network facilities. The facilities for Type 2 services will be provisioned, in part, by another carrier.

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SECTION 2 - TERMS AND CONDITIONS

REC'D OCT 08 2001

2.1 Undertaking of Qwest Interprise America, Inc.

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The Company's service is furnished to Customers for intrastate communications. The Company's service is available twenty-four hours per day, seven days per week.

The Company arranges for installation, operation, and maintenance of the service provided in this Tariff for the Customer in accordance with the terms and conditions set forth in this Tariff.

2.2 Limitation of Service

- 2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this Tariff.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this Tariff), or when service is used in violation of provisions of this Tariff or the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this Tariff, shall not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 Service is available only to business Customers. The Company does not offer basic voice local exchange service.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

REC'D OCT 03 2001

2.2 Limitation of Service, (Cont'd.)

Service Commission

2.2.4 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

2.3 Assignment or Transfer

All service provided under this Tariff is directly, or indirectly, controlled by the Company and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment only shall apply where there is no interruption of the use or location of service. All terms and conditions contained in this Tariff shall apply to all such permitted transferees of assignees, as well as all conditions of service.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

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2.4 Location of Service

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Service originates and terminates at locations within Missouri as specified in the individual product descriptions in this Tariff.

2.5 Use of Service

2.5.1 Service may be used for any lawful purpose by the Customer or by any End User.

2.5.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code provided by the Company. All right, title and interest to such items remain, at all times, solely with the Company.

2.5.3 Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state and local laws.

2.6 Term Agreement

A Term Agreement allows the Customer to order service with the assurance that, during the period of the Term Agreement, monthly rates for the purchased service will not exceed the levels in effect at the time the service is ordered.

The Customer must specify the length of the fixed-period at the time the service is ordered.

If a rate decrease occurs during the term of a Customer's Term Agreement, the reduced rates will automatically be applied to the remaining term of the agreement.

At the end of the Term Agreement, the Customer may negotiate a new agreement or convert to month-to-month service at the then current rates.

If a Customer terminates an agreement prior to its expiration, termination liabilities as specified elsewhere in this Tariff, for the services discontinued, shall apply.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

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2.7 Discontinuance and Restoration of Service

Service continues to be provided until canceled by the Customer, in writing, or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

Service Commission

2.7.1 Cancellation by the Customer

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination charge applies to early cancellation of a Term Agreement as specified in Section 3.2.4.

2.7.2 Cancellation by the Company

Notwithstanding any other provision of this Tariff, the Company may at its sole option and discretion cancel service without incurring any liability whatsoever, subject to (i) no less than ten (10) business days prior written notice or such other notice period required by Commission rules or regulations, and (ii) to any applicable Commission rules or regulations, for any of the following reasons:

- a. For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an undisputed unpaid balance for service that is more than 60 days overdue.
- b. For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

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2.7 Discontinuance and Restoration of Service, (Cont'd.)

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2.7.2 Cancellation by the Company, (Cont'd.)

- c. For any violation of law or of any of the provisions governing the furnishing of service under this Tariff, the Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.
- d. For the Company to comply with any order or request of any governmental authority having jurisdiction, the Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.
- e. Residential service shall not be discontinued unless written notice by first-class mail is sent to the customer at least ten (10) days prior to the date of the proposed discontinuance. All notices shall be sent on the 5th of the month.
- f. At least 24 hours preceding a discontinuance the Company shall make reasonable efforts to contact the customer to advise of the proposed discontinuance and what steps must be taken to avoid it.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

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2.7 Discontinuance and Restoration of Service, (Cont'd.)

Service Commission

2.7.3 Restoration of Service

- a. If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it reinstated, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Nonrecurring charges apply to restored service as specified in Section 3.2.2.
- b. Restoration of disrupted services shall be in accordance with the Commission Rules and Regulations, which specify the priority system for such activities.

2.8 Cancellation of Application for Service

When the Customer or applicant cancels an application for service prior to the start of installation and/or prior to the start of special construction, no charge applies.

When installation of service has been started prior to the cancellation, a charge equal to the costs incurred by the Company may apply, but in no case shall such charge exceed the charge for the applicable installation charges. Installation is considered to have been started when the Company incurs any expense in connection with the Customer order which would not have otherwise been incurred.

2.9 Minimum Period

The minimum period for which service is provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not. The one (1) month minimum applies in addition to Termination Liabilities for a Customer with a Term Agreement.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

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2.10 Billing and Payments

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- 2.10.1** Except as otherwise limited by Commission Rules and Regulations, Customers shall be responsible for payment of all charges, whether authorized or not, for any and all access to or use of services provided to end users, including without limitation any unauthorized or unlawful or fraudulent use or access. The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer shall receive its bill in a paper format. Such bills are due within 21 days of receipt. The Company shall bill in advance charges for all services to be provided during the ensuing billing period. Adjustments for the quantities of service established or discontinued during any billing period beyond the minimum period in 2.9 will be prorated to the number of days based on a 30 day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of bill.
- 2.10.2** The Company shall bill for all services rendered within 90 days of the installation date or shall forfeit the right to collect for such charges. The Customer has the right to refuse payment for such charges billed subsequent to the 90 day period. The Company shall adjust any such charges from the Customer's service charges.
- 2.10.3** All bills for service provided to the Customer by the Company are due (payment date) by the next bill date (same day in the following month as the bill date) and are payable in immediately available funds. If such payment due date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Customer as follows.

If such payment due date falls on a Sunday or on a Legal Holiday, the payment due date shall be the first non-Holiday date following such Sunday or Legal Holiday. If such payment due date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

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2.11 Claims and Disputes

Upon complaint to the Company by a Customer at the Company's office, by telephone or in writing, the Company shall make a prompt and complete investigation and advise the complainant of its findings. The Company shall keep a record of all written complaints concerning its service. This record shall show the name and address of the complainant, the date and nature of the complaint, and the adjustment or disposition of the complaint. Records shall be maintained for two (2) years from the date of resolution of the complaint. If a written complaint made in person at the Company's office is not resolved, the Company shall provide written notice to the complainant of his right to file a complaint with the commission, and shall provide him/her with the address and telephone number of the commission. If a telephonic complaint is not resolved, the Company shall provide at least oral notice to the complainant of his right to file a complaint with the commission and the address and telephone number of the commission. The Customer will have the right to obtain Commission investigation of any disputed invoice before service is disconnected in accordance with Commission Rules and Regulations.

All claims must be submitted to the Company within 120 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)**REC'D OCT 03 2001****2.12 Payment of Deposits****Service Commission**

- 2.12.1** The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established credit and has no history of late payments to the Company.
- 2.12.2** A deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's requirement as to the prompt payment of bills.
- 2.12.3** At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. After the Customer has established a one year prompt payment record, such a deposit will be refunded or credited to the Customer account at any time prior to the termination of the provision of the service to the Customer.
- 2.12.4** Deposits shall bear interest at a rate which is equal to 1% above the prime lending rate as published in the Wall Street Journal. This rate shall be adjusted annually on December 1 using the prime lending rate, as published in the Wall Street Journal on the last business day of September of each year, plus 1%. The interest shall be credited annually upon the account of the Customer or paid upon the return of the deposit, whichever occurs first. Interest shall not accrue on any deposit after the date on which a reasonable effort has been made to return it to the Customer.

2.13 Inspection, Testing and Adjustment

- 2.13.1** Upon reasonable notice, the Company may, at any time, without penalty or liability, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the service. The Customer will receive no adjustment for service problems caused due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

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2.13.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made during the time that the Customer was notified of prior to the release of that service. Thereafter, a credit allowance, as set forth in 2.16, applies.

2.14 Interconnection

2.14.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

2.14.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this Tariff and the other common carrier's Tariffs.

2.14.3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer. Where there is danger of immediate harm to the Company's network, the Company may disconnect the service without notice.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

REC'D OCT 03 2001

2.15 Liability of the Company

Service Commission

- 2.15.1 Except as caused by the willful misconduct or gross negligence, the liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this Tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.15.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.15.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.15.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.
- 2.15.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, end users, or Customers, or by facilities or equipment provided by the Customer.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)**REC'D OCT 03 2001****2.16 Credit for Interruption of Service****Service Commission**

- 2.16.1** Credit shall be allowed for interruption of Type 1 FRS and PLDI of more than sixty (60) minutes duration for services provided in this Tariff, unless otherwise specified.

The amount to be credited shall be 1/30 (1 day) of the monthly rate applicable to the Type 1 FRS or PLDI interrupted, for each sixty minute segment or fraction thereof that an interruption continues beyond the initial allowable interruption period. The maximum credit shall not exceed an amount equal to the monthly rate applicable to the Service interrupted.

Credit shall be allowed for interruption of Type 2 FRS or PLDI of more than sixty (60) minutes duration for services provided in this Tariff, unless otherwise specified.

The amount to be credited shall be 1/1440 of the monthly rate applicable to the Type 2 FRS or PLDI interrupted, for each thirty (30) minute segment or fraction thereof that an interruption continues beyond the initial allowable interruption period.

- 2.16.2** No credit allowance will be made for Interruptions caused by:

- a. Negligence of the Customer,
- b. Failure of equipment provided by the Customer (or agent),
- c. The Company not being afforded access to the premises where the service is terminated,
- d. Release of the service to the Company for maintenance, to make rearrangements, or for the implementation of an order for a change in service during the time the Customer is notified of prior to the release of that service, and
- e. The Customer electing not to release the service for testing and/or repair and continuing to use it on an impaired basis.

- 2.16.3** A credit allowance will be made when an interruption occurs because of a failure of any FRS or PLDI component furnished under this Tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operational.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

REC'D OCT 03 2001

2.17 Liability of the Customer

Service Commission

The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and

Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and

All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, end users, or Customers, in connection with any service or facilities or equipment provided by the Company.

2.18 Obligations of the Customer

The Customer shall be solely responsible, at its own expense, for Customer-provided equipment and services. The Customer shall be solely responsible for the overall design of its services and for any redesigning or rearrangement of its equipment or services which may be required because of changes in Company services, operations or procedures, or changes in the minimum protection criteria or operating or maintenance characteristics of the Customer's equipment or services. The Company will provide reasonable notification to the Customer of any Company-initiated change that may require a change in Customer-provided equipment and services.

Customer is solely responsible for prevention of unauthorized, unlawful or fraudulent use of or access to services, which use or access is expressly prohibited.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

REC'D OCT 03 2001

2.19 Taxes

Service Commission

Federal excise tax and state and local sales, use, and similar taxes are not included in the rates set forth in this Tariff, and shall be billed as separate line items.

2.20 Governing Law

This Tariff is to be governed by and construed in accordance with the Rules and Orders of the Commission and the laws of the State of Missouri.

2.21 Full Force and Effect

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

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SECTION 3 - RATE REGULATIONS

REC'D OCT 03 2001

3.1 General

The rates contained in this Tariff are specific for each product or element of service offered by the Company. Special Construction charges may apply to construct facilities at Customer request.

Service Commission

3.2 Standard Pricing Plan Description

3.2.1 Recurring Charges

Recurring Charges are monthly charges applied to services provided within the Interprise serving area.

3.2.2 Nonrecurring Charge

Nonrecurring Charges (NRC) are one-time only charges that apply for the installation of and/or changes to service.

3.2.3 Term Agreements

The Company offers Term Agreements wherein the Customer agrees to retain specified Company services for a mutually agreed upon length of time. Termination liabilities apply for early termination of a Term Agreement.

3.2.4 Termination Liability

The termination liability for Services, listed in this Tariff, and purchased under a Term Agreement, will be equal to 100% for the first 12 months of the Term and 50% of the balance of the total remaining payments in the term.

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SECTION 3 - RATE REGULATIONS, (CONT'D.)

REC'D OCT 03 2001

3.2 Standard Pricing Plan Description, (Cont'd.)

Service Commission

3.2.5 Moves

Moves of service shall be treated in the same manner as Portability, as specified below.

3.2.6 Additions

For service purchased under a Term Agreement, additions of service may be made at the then current rates, in effect at the time of the installation, for the Agreement Term. The term remaining for the agreement shall apply to the service installed, subject to the one (1) month minimum service period.

All applicable nonrecurring charges apply for the service added.

3.2.7 Changes

For service purchased under a Term Agreement, changes to service may be made at the then current rates, in effect on the date the physical changes are made, for the Agreement Term. The term remaining for the agreement shall apply to the service installed, subject to the one (1) month minimum service period.

All applicable nonrecurring charges apply for such changes and if those changes result in a lower monthly billing, a Termination Liability may apply.

3.2.8 Portability

Portability allows services purchased under a Term Agreement to be moved to a different building without incurring Termination Liabilities or establishing new minimum service periods. Under portability, a Customer may choose to move either a portion of or the entire existing service without incurring termination charges, provided the service installed at the new location has a speed and capacity equal to or greater than the speed and capacity of the service removed from the old location.

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SECTION 3 - RATE REGULATIONS, (CONT'D.)

REC'D OCT 03 2001

3.2 Standard Pricing Plan Description

Service Commission

3.2.8 Portability, (Cont'd.)

The removal of the service from the old location and installation of the service at the new location must occur within thirty (30) days. For service purchased under a Term Agreement, the term remaining for the service removed shall apply to the service installed at the new location, subject to the one (1) month minimum service period.

The monthly rates for a service at the new location will be the same rates in effect at the time for the old location. All applicable Nonrecurring charges apply for the new service.

3.2.9 Mileage

Charges for all mileage sensitive services are based on the airline distance between the LEC Central Offices which serve the originating and terminating locations of the Customer. To determine the airline distance between any two points, proceed as follows:

- a. Utilize the "V" and "H" coordinates for each designated point.
- b. Obtain the difference between the "V" coordinates of each of the points. Obtain the difference between the "H" coordinates.
- c. Square the difference obtained in step b. above.
- d. Add the square of the "V" difference and the "H" difference obtained in step c. above.
- e. Divide the sum of the square by 10. Round to the next higher whole number if a fraction is obtained.
- f. Obtain the square root of the whole number result obtained in e. above. Round to the next higher whole number if a fraction is obtained. This is the airline mileage.

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Missouri Public**SECTION 3 - RATE REGULATIONS, (CONT'D.)****REC'D OCT 03 2001****3.3 Special Pricing Arrangements - Individual Case Basis (ICB)****Service Commission**

In lieu of the rates otherwise set forth in this Tariff, rates and charges, including Installation, special construction and recurring charges for Company's services May be established at negotiated rates on an ICB, taking into account the nature of the facilities private line, special access and dedicated services, the costs of construction and operation, and the length of service commitment by the Customer, as long as the rates and charges are not less than the Company's costs. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer Term Agreements (contracts). Specialized Pricing Arrangement rates or charges will be made available to similarly situated Customers on equal terms and conditions. Upon reasonable request, Company will make these contracts available to the Commission and its Staff for review on a proprietary and confidential basis.

3.4 Promotional Offerings

Periodically, the Company may engage in promotional offerings or demonstrations of its services. Such offerings will be limited to certain dates, times and/or locations. The Company may from time to time, waive or vary the rates, terms and charges associated with certain services for promotional, market research, or other similar purposes. In no case shall the resulting rates and charges exceed the rates and charges listed in this Tariff for the same services. Should participants of a promotional offering, at the end of the promotional period, choose to continue the service, and the Company offers it as a standard Tariff offering, the participant(s) shall order the services under the terms and conditions as specified in the Tariff. These promotions are subject to prior notification to and approval of the Missouri Public Service Commission.

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SECTION 4 - PRIVATE LINE DATA INTERCONNECT SERVICE

REC'D OCT 03 2001

4.1 Service Description - General

Service Commission

The Company provides intrastate Private Line Data Interconnect (PLDI) Service with transmission speeds ranging from 56 Kbps to 44.736 Mbps. PLDI Services are offered on a point-to-point basis. Each PLDI Service is dedicated to the Customer and the entire useable bandwidth for each service is available to the Customer for his or her exclusive use.

The Interprise network serves a large number of buildings within its serving area. Additional buildings will be added from time to time and are not listed in this Tariff. Interprise will provide PLDI service only to those locations which are directly served by the Company's network.

4.1.1 PLDI Credit for Interruption of Service

Credit shall be allowed for interruption of PLDI service of more than two (2) hours duration for services provided in this Tariff.

The amount to be credited shall be 1/720 of the monthly rate applicable to the PLDI service interrupted, for each sixty (60) minute segment or fraction thereof that an interruption continues beyond the initial allowable interruption period.

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SECTION 4 - PRIVATE LINE DATA INTERCONNECT, (CONT'D.)

Missouri Public

4.2 Service Elements

REC'D OCT 03 2001

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

Service Commission

4.2.1 DS3 Service

DS3 Service is a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isynchronous serial data having a line code of bipolar with three zero substitution (B3ZS). DS3 Service has the equivalent capacity 28 DS1 Services at 1.544 Mbps or 672 DS0 Services at 56 Kbps. DS3 Service is available with an electrical interface.

4.2.2 DS1 Service

DS1 Service is a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isynchronous serial data having signal format of either Alternate Mark Inversion (AMI) or Bipolar 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe formats. DS1 Service has the equivalent capacity of 24 DS0 Services at 56 Kbps.

4.2.3 DS0 Service

DS0 Service is a dedicated full duplex digital channel with a line speed of 56 Kbps.

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SECTION 4 - PRIVATE LINE DATA INTERCONNECT, (CONT'D.) **Missouri Public**

4.3 Private Line Data Interconnect Service Rates

REC'D OCT 03 2001

4.3.1 DS-0 Service

Service Commission

Channel Termination (two required)

		<u>Nonrecurring</u>	
		<u>56 Kbps</u>	<u>64 Kbps</u>
Installation per Channel Term - 1st	- Type 1	\$150.00	\$200.00
	- Type 2	\$273.00	\$324.00
- add'l	- Type 1	\$100.00	\$150.00
	- Type 2	\$208.00	\$247.00
		<u>Recurring</u>	
		<u>InterOfc Mileage</u>	
		<u>Fixed</u>	<u>Per Mile</u>
<u>Type 1</u>			
56 Kbps Monthly	\$118.95	\$166.27	\$ 8.42
64 Kbps Monthly	\$177.35	\$166.27	\$ 8.42
<u>Type 2</u>			
56 Kbps Monthly	\$132.15	\$ 45.00	\$ 9.35
64 Kbps Monthly	\$132.15	\$ 45.00	\$ 9.35

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SECTION 4 - PRIVATE LINE DATA INTERCONNECT, (CONT'D.) **Missouri Public**

4.3 Private Line Data Interconnect Service Rates, (Cont'd.)

REC'D OCT 03 2001

4.3.2 DS1 Service

Service Commission

Channel Termination (two required)

		<u>Nonrecurring</u>	
		<u>Type 1</u>	<u>Type 2</u>
Installation per Channel Term	- 1st	\$250.00	\$569.00
	- add'l	\$175.00	\$368.00

		<u>Recurring</u>	
		<u>InterOfc Mileage</u>	
		<u>Fixed</u>	<u>Per Mil</u>
		<u>Per Channel Termination</u>	
		<u>Type 1</u>	
Monthly	\$202.00	\$ 90.00	\$ 45.00
Monthly	<u>Type 1</u> \$225.00	\$100.00	\$ 50.00

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SECTION 4 - PRIVATE LINE DATA INTERCONNECT, (CONT'D.)

REC'D OCT 03 2001

4.3 Private Line Data Interconnect Service Rates, (Cont'd.)

Service Commission

4.3.3 DS3 Service

Channel Termination (two required)

NonrecurringInstallation per Channel Term. - 1st
- Add'l\$ICB
\$ICBRecurring

<u>Per Channel Termination</u>	<u>InterOfc Mileage</u>	
	<u>Fixed</u>	<u>Per Mile</u>
\$ICB	\$ICB	\$ICB

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SECTION 5 - FRAME RELAY SERVICE

REC'D OCT 03 2001

5.1 Service Description - General

Service Commission

The Company provides intrastate Frame Relay Service (FRS) with transmission speeds of 56 Kbps, 128 Kbps, , 256 Kbps, 384 Kbps, 512 Kbps, 768 Kbps, 1.024 Mbps and 1.544 Mbps. All services are generally available from Qwest Interprise America, Inc. as specified herein.

5.1.1 Service Description

Employing digital technology, FRS provides high speed access and throughput to and among Local Area Networks (LANs), as well as computers. Utilizing statistical multiplexing, FRS enables users to allocate circuit bandwidth to applications as needed, up to the maximum bandwidth purchased, rather than assigning fixed channels to specific applications. FRS supports transmission speeds up to 1.544 Mbps.

FRS requires the use of Customer terminal equipment that functions as a multiplexer/bridge/router. This terminal equipment must be purchased separately from the FRS and must conform to CCITT and ANSI standards. The terminal equipment accumulates Customer data and puts it into a frame relay format suitable for transmission over the Interprise network.

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SECTION 5 - FRAME RELAY SERVICE, (CONT'D.)

Missouri Public

REC'D OCT 03 2001

5.2 Service Elements

Service Commission

5.2.1 Network Interface

The point at which a Customer's data transmissions first enter the network supporting Frame Relay Service is the network interface. It is the point of interconnection between Company communications facilities and Customer terminal equipment.

5.2.2 Access Link

FRS Access Links provide access to Interprise Frame Relay Network, connecting Customer facilities at the network interface, or connecting other Frame Relay networks facilities at the network interface.

Frame Relay uni-directional polling is required on the Access Link when used in conjunction with User-To-Network Information Transfer. Frame Relay bi-directional polling is required on the Access Link when used in conjunction with the Network-To-Network Information Transfer.

5.2.3 Port

Ports are the physical entry points for Access Links and the originating and terminating points for Permanent Virtual Connections. Ports include the electronic equipment used in connecting these service elements to the Interprise Frame Relay Network.

5.2.4 Permanent Virtual Connection (PVC)

A PVC is a logical channel from one Frame Relay Port to another Frame Relay Port within the Qwest Interprise America, Inc. Network. PVCs are provisioned, with customer-selected Committed Information Rates (CIRs), on either 56 Kbps Access Links or 1.544 Mbps Access Links, depending on the customer's data networking requirements. An Access Link/Port may have up to a limit of PVCs as shown below:

<u>Port Speed</u>	<u>Maximum PVCs</u>
56 Kbps	30 PVCs
1.544 Mbps	125 PVCs

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SECTION 5 - FRAME RELAY SERVICE, (CONT'D.)**Missouri Public****REC'D OCT 03 2001****5.2 Service Elements, (Cont'd.)****Service Commission****5.2.5 Priority PVC**

The Priority PVC service offering assigns a higher transit priority (priority 1) to the customer's designated PVCs. During intermittent network congestion, frames with priority PVC markings will move ahead of the non-priority PVCs. This minimizes delay and lowers the probability for frame discards.

5.2.6 Fault Tolerant Service

The Fault Tolerant Service feature reroutes customer's PVCs from the out-of-service primary location to customer's backup location that has a backup Frame Relay Access Link (FRAL) and User-to-Network Interface Termination (UNIT) installed. Primary location failure can be caused by either failure in Interprise's controlled switch equipment and facilities or customer owned equipment.

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SECTION 5 - FRAME RELAY SERVICE, (CONT'D.)

REC'D OCT 08 2001

5.2 Service Elements, (Cont'd.)

Service Commission

5.2.7 Committed Information Rate (CIR)

Although FRS statistical multiplexing capabilities allow Customer FRS configurations to have aggregate PVC CIRs which are greater than the associated port speed, the actual throughput of aggregated PVC CIRs in use at any time on the same port cannot exceed the port speed.

A Customer's data throughput may burst up to the Customer's subscribed port speed; however, when data exceeds the CIR, the potential for discard exists. It is recommended that a Customer subscribe to a CIR no greater than half of their port speed; however, due to the nature of a specific Customer's traffic characteristics, a larger CIR can be accommodated, as indicated below. The Customer's CIR should be closely matched with the Open System Interconnection (OSI) Model or equivalent Application and Network Layer protocols for the data application utilized.

CIR Options For Permanent Virtual Connections:

FRS PORT SPEEDS	RECOMMENDED CIR OPTIONS (Kbps)	Other CIR Options (Kbps)
56 Kbps	9.6, 16, 24, 28, 32, 48	
1.544 Mbps	9.6, 16, 24, 32, 48, 56 and 728 and multiples multiples of 56 up to 672; or of 56 up to 1008; or multiples of 64 up to 768 832 and multiples of 64 up to 1024	

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SECTION 5 - FRAME RELAY SERVICE, (CONT'D.)

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5.3 FRS Rate Elements

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5.3.1 Access Link - Type 1

A nonrecurring and recurring rate, both based on the speed of the Access Link (56 Kbps or 1.544 Mbps) apply per Access Link for each physical connection to the Company Frame Relay network. The Type 1 FRS consists of the following Service Elements, as described above: Access Link, Port, User-To-Network or Network-To-Network Interface (UNI/NNI), Permanent Virtual Connections, and Committed Information Rate.

5.3.2 Access Link - Type 2

A nonrecurring and recurring rate, both based on the speed of the Access Link (56 Kbps or 1.544 Mbps) apply per Access Link for each physical connection to the Company Frame Relay network. The Type 2 Access Link consists of the following Service Elements, as described above: Access Link (including portion provided by another local access provider), Port, User-To-Network or Network-To-Network Interface (UNI/NNI), Permanent Virtual Connections, and Committed Information Rate.

5.3.3 Priority PVC

The Priority PVC service offering assigns a higher transit priority (priority 1) to the customer's designated PVCs. A monthly and nonrecurring charge will apply per Priority PVC requested by the customer. When ordered with Fault Tolerant Service, the PVCs that will be backed up are designated as priority.

5.3.4 Fault Tolerant Service

A Frame Relay Initial Service Establishment nonrecurring charge applies to establish Fault Tolerant Service. The speed must be equal to or greater than the highest speed of the designated primary connection (e.g., if the interruption occurs on a 1.544 Mbps, the backup must be 1.544 Mbps or greater). A Subsequent Service Establishment nonrecurring charge applies to add primary site(s) to a previously established Fault Tolerant backup. In addition, the Fault Tolerant Service monthly rate for a 56/64 kbps, 1.544 Mbps or 44.736 Mbps with 0 PVCs applies. A customer must also purchase access to the Frame Relay (e.g., an Access Link). When a customer request is received to activate the Fault Tolerant Service to reroute the customer's primary PVCs to the backup, an Activation nonrecurring charge also applies.

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5.3 FRS Rate Elements, (Cont'd.)

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5.3.5 Mileage (Type 2 Service Only)

A recurring rate for mileage for Type 2 Service, based on the speed of the Access Link, will apply in those instances where the Company incurs a mileage charge from the LEC to provide the service requested. The mileage charged will be based on airline distance, as specified in Section 3.2.9.

5.3.6 Service Order Charge

A Service Order Charge applies, except as specified elsewhere in this Tariff, for work involved in receiving, recording, transmitting and acting upon Customer requests to connect, move or change services. This would include changes to, or addition of, PVC's.

A Service Order Charge does not apply to a Customer initiated requests to: Completely terminate service or to change responsibility for the service.

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Service Order Charge	<u>Nonrecurring</u> \$ 75.00	
	<u>Access Link</u> <u>Nonrecurring*</u>	
<u>Type 1*</u>		
56 Kbps (per Link)	\$250.00	
1.544 Mbps (per Link)	\$500.00	
<u>Type 2</u>		
56 Kbps (per Link)	\$395.00	
1.544 Mbps (per Link)	\$645.00	
	<u>Recurring</u>	
56 Kbps (per Link)	<u>Type 1</u>	<u>Type 2</u>
Monthly	\$159.00	\$159.00
12 Mos.	\$143.00	\$159.00
24 Mos.	\$130.00	\$159.00
36 Mos.	\$121.00	\$135.00
48 Mos.	\$112.00	\$135.00
60 Mos.	\$100.00	\$111.00
1.544 Mbps (per Link)		
Monthly	\$575.00	\$575.00
12 Mos.	\$520.00	\$575.00
24 Mos.	\$500.00	\$575.00
36 Mos.	\$440.00	\$488.25
48 Mos.	\$425.00	\$488.25
60 Mos.	\$414.00	\$460.00

* Nonrecurring Charges for the installation of Type 1 Service shall be waived for a Customer who signs a Term Agreement of 36 months or longer for that Service. The waiver will apply to the installation of new Type 1 Service within the time period covered by the Term Agreement.

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Mileage (Mileage Charges apply to Type 2 services for Customer locations where the Company will incur mileage charges from the LEC to provide service.)

	<u>Fixed</u>	<u>Per Mile</u>	<u>Nonrecurring</u>
56 Kbps (per Link)			
Monthly	\$45.00	\$.65	N/A
12 Mos.	\$45.00	\$.65	N/A
24 Mos.	\$45.00	\$.65	N/A
36 Mos.	\$45.00	\$.65	N/A
48 Mos.	\$45.00	\$.65	N/A
60 Mos.	\$37.50	\$.59	N/A
1.544 Mbps (per Link)			
Monthly	\$50.00	\$16.80	N/A
12 Mos.	\$50.00	\$16.80	N/A
24 Mos.	\$50.00	\$16.80	N/A
36 Mos.	\$50.00	\$16.80	N/A
48 Mos.	\$50.00	\$16.80	N/A
60 Mos.	\$47.50	\$15.96	N/A

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SECTION 5 - FRAME RELAY SERVICE, (CONT'D.)

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5.4 Frame Relay Service Rates, (Cont'd.)

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Optional Features

Priority PVC (56 Kbps)

	Monthly Rate
Monthly	\$ 5.00
12 Mos.	\$ 4.75
24 Mos.	\$ 4.69
36 Mos.	\$ 4.63
48 Mos.	\$ 4.56
60 Mos.	\$ 4.50

	<u>Nonrecurring</u>
Priority PVC Setup	\$50.00

Priority PVC (1.544 Mbps)

	Monthly Rate
Monthly	\$10.00
12 Mos.	\$ 9.50
24 Mos.	\$ 9.38
36 Mos.	\$ 9.25
48 Mos.	\$ 9.13
60 Mos.	\$ 9.00

	<u>Nonrecurring</u>
Priority PVC Setup	\$50.00

* Nonrecurring Charges for the Priority PVC Setup shall be waived for a Customer who signs a Term Agreement of 36 months or longer.

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SECTION 5 - FRAME RELAY SERVICE, (CONT'D.)

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5.4 Frame Relay Service Rates, (Cont'd.)

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Fault Tolerant PVC – Per Access Link

Nonrecurring*

Fault Tolerant PVC Service Establishment	\$250.00
Fault Tolerant PVC Service Activation	\$500.00
Fault Tolerant Additional Sites	\$ 50.00

Nonrecurring*Type 1*

56 Kbps (per Link)	\$250.00
1.544 Mbps (per Link)	\$500.00

Type 2

56 Kbps (per Link)	\$395.00
1.544 Mbps (per Link)	\$645.00

Recurring

	<u>Type 1</u>	<u>Type 2</u>
56 Kbps (per Link)		
Monthly	\$135.15	\$159.00
12 Mos.	\$121.55	\$159.00
24 Mos.	\$110.50	\$159.00
36 Mos.	\$102.85	\$135.00
48 Mos.	\$ 95.20	\$135.00
60 Mos.	\$ 85.00	\$111.00
1.544 Mbps (per Link)		
Monthly	\$488.75	\$575.00
12 Mos.	\$442.00	\$575.00
24 Mos.	\$425.00	\$575.00
36 Mos.	\$374.00	\$488.25
48 Mos.	\$361.25	\$488.25
60 Mos.	\$351.90	\$460.00

* Nonrecurring Charges for the Establishment of Type 1 Service shall be waived for a Customer who signs a Term Agreement of 36 months or longer for that Service. The waiver will apply to the installation of new Type 1 Service within the time period covered by the Term Agreement.

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