

TelCove Operations, LLC

Missouri P.S.C. Tariff No. 1
1st Revised Adoption Page
Cancelling Original Adoption Page

Adoption Notice

TelCove Operations, LLC hereby adopts, ratifies and in every respect makes its own as if the same had originally been filed by it, Missouri PSC Tariff No. 1 filed with the Public Service Commission, State of Missouri by TelCove Operations, Inc.

Issued: April 5, 2012

Effective: April 15, 2012

By: Vice President of Public Policy
1025 Eldorado Boulevard
Broomfield, CO 80021

FILED
Missouri Public
Service Commission
TN-2012-0333; YL-2012-0582

INTEREXCHANGE/NON-SWITCHED LOCAL EXCHANGE

TELECOMMUNICATIONS TARIFF

FOR SERVICES PROVIDED BY

TELCOVE OPERATIONS, LLC

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for interexchange and non-switched local exchange telecommunications services within the State of Missouri by TelCove Operations, LLC. This Tariff is on file with the Missouri Public Service Commission, and copies may also be inspected, during normal business hours, at the following location: 1025 Eldorado Boulevard, Broomfield, CO 80021.

TelCove Operations, LLC has been classified as a "competitive" telecommunications company by the Missouri Public Service Commission.

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WAIVER OF RULES AND REGULATIONS

The following Rules and Regulations have been waived by the Missouri Public Service Commission for the purpose of offering telecommunications services as set forth herein:

Statutory Provisions

392.240(1)	-	Ratemaking
392.270	-	Valuation of Property (Ratemaking)
392.280	-	Depreciation of Accounts
392.290	-	Issuance of Securities
392.310	-	Stock and Debt Issuance
392.320	-	Stock and Dividend Payment
392.330	-	Issuance of Securities
392.340	-	Reorganization(s)

Commission Rules

4 CSR 240-10.020	-	Depreciation Fund Income
4 CSR 240-30.010(2)(C)	-	Rate Schedules
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 Keeping
4 CSR 240-32.030(2)	-	In-State Record Keeping
4 CSR 240-32.050(3)	-	Local Office Record Keeping
4 CSR 240-32.050(4)	-	Telephone Directories
4 CSR 240-32.050(5)	-	Call Intercept
4 CSR 240-32.050(6)	-	Telephone Number Changes
4 CSR 240-32.070(4)	-	Public Coin Telephone
4 CSR 240-33.030	-	Minimum Charges Rule
4 CSR 240-33.040(5)	-	Finance Fee

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By: Terry Romine, Esquire, Deputy General Counsel of Operations
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CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

CONCURRING CARRIERS:

No Concurring Carriers

CONNECTING CARRIERS:

No Connecting Carriers

OTHER PARTICIPATING CARRIERS:

No Participating Carriers

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TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially and from time to time new pages may be added to the Tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.

Page Revision Numbers – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current version of the page on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14.

Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

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APPLICABILITY

This Tariff contains the Service offerings, rates, terms and conditions applicable to the furnishing of intrastate interexchange and non-switched local exchange telecommunications Services within the State of Missouri by Adelphia Business Solutions Operations, Inc. d/b/a TelCove (hereinafter "Company"). The Missouri Public Service Commission has classified the services offered hereunder to be "competitive".

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This Tariff applies to both facilities-based and resold services for business customers only. Only the services listed in this tariff are available.

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EXPLANATION OF SYMBOLS

- (C) To signify a change in regulation
- (D) To signify discontinued material
- (I) To signify a rate or charge increase
- (M) To signify material relocated without change in text or rate
- (N) To signify new material
- (R) To signify a reduction
- (T) To signify a change in text but no change in rate or regulation

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1. DEFINITION OF TERMS

For the purpose of this Tariff, the following definitions will apply:

ABSO d/b/a TelCove

Adelphia Business Solutions Operations, Inc. d/b/a TelCove

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Access Coordination

Provides for the design, ordering, installation, coordination, pre-service testing, service turn-up and maintenance on a Company or Customer provided Local Access Channel.

Administrative Change

A change in Customer billing address or contact name.

Alternate Access

Alternate Access is a form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special tariff if permitted by applicable governmental rules.

Application for Service

A standard Company order form which includes all pertinent billing, technical and other descriptive information which will enable the Company to provide a communication Service as required.

ASR

ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access.

Authorized User

A person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Automatic Location Identification (ALI)

The name and address associated with the calling party's telephone number (identified as ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone at the main location.

Automatic Number Identification

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

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Bandwidth

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

Bill Date

The date on which billing information is compiled and sent to the Customer.

Call

A completed connection between the Calling and Called Stations.

Call Initiation

The point in time when exchange network facilities are initially allocated for the establishment of a specific call.

Called Station

The telephone number called.

Calling Station

The telephone number from which a Call originates.

Call Termination

The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

Cancellation of Order

A Customer initiated request to discontinue processing a Service order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line canceled from an order prior to its completion by the Company, under the following circumstances: (1) if the LEC has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed; or (2) if the Company has already submitted facilities orders to an interconnecting telephone company.

Channel or Circuit

A dedicated communications path between two or more points having a Bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

Commission

Missouri Public Service Commission

Company

Adelphia Business Solutions Operations, Inc. d/b/a TelCove

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Company Recognized National Holidays

The following are Company Recognized National Holidays determined at the location of the originator of the Call. The Company observes the following recognized holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day and Christmas Day. The evening rate is used unless a lower rate would normally apply. When a Call begins in one rate period and ends in another, the rate in effect in each rate period applies to the portion of the Call occurring within that rate period. In the event that a minute is split between two rate periods, the rate in effect at the start of that minute applies.

Customer

The person, firm, corporation or governmental unit which orders Service and which is responsible for the payment of charges and for compliance with the Company's Tariff regulations. A Customer is considered to be an account for billing purposes. The term Customer also includes an entity that remains presubscribed to the Company Service after its account(s) are removed from the Company's billing system, subsequently continues to use Company's network, and is billed by a local exchange carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate Company.

Customer Premises/Customer's Premises

Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

Customer Premises Equipment (CPE)

Equipment provided by the customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

Dedicated Access/Special Access

Dedicated Local Access between the Customer's Premises or serving wire center and the Company's Point-of-Presence for origination or termination of Calls.

DS-0

DS-0 means Digital Signal Level 0 Service and is a 64 Kbps signal.

DS-1

DS-1 means Digital Signal Level 1 Service and is a 1.544 Mbps signal.

DS-0 with VF Access

DS-0 Service with VF Local Access facilities provides for the transmission of analog voice and/or data within 300 Hz to 3000 Hz frequency range.

DS-0 with DDS Access

DS-0 Service with VF Local Access facilities provides for the transmission of digital data at speeds 2.4, 4.8, 9.6 or 56 Kbps.

Due Date

The Due Date is the date on which payment is due.

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Exchange

An area consisting of one or more central office districts within which a call between two points is a local call.

Expedite

A Service order initiated at the request of the Customer that is processed in a time period shorter than the Company's standard Service interval.

FCC

Federal Communications Commission

Final Account

A customer whose service has been disconnected who has outstanding charges still owed to the Company.

Individual Case Basis (ICB)

Individual Case Basis (ICB) determinations involve situations where complex Customer-specific Company arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions. Rates for services offered on an ICB will be structured to recover the Company's cost of providing the services. Terms of specific ICB contracts will be made available to the Commission staff upon request on a proprietary basis. ICB provisioning is only available for non-switched, private line local exchange services.

Installation

The connection of a Circuit, Dedicated Access line, or port for new, changed or an additional Service.

Interexchange Service

Interexchange Service means that portion of a communications channel between a Company-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

Interruption

Interruption shall mean a condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Company that such Service is inoperative and ending at the time of restoration.

Kbps

Kilobits per second.

LATA (Local Access and Transport Area)

A geographical area established for the provision and administration of communications Service of a local exchange company.

Local Access

Local Access means the Service between a Customer Premises and a Company designated Point-of-

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Presence.

Local Access Provider

Local Access Provider means an entity providing Local Access.

Local Exchange Carrier (LEC)

The local telephone utility that provides telephone exchange services.

Mbps

Megabits per second.

Move

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Multiplexing

Multiplexing is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

N/A

Not available.

Nonrecurring Charges

Nonrecurring Charges are one-time charges.

On-Net

Telecommunications services which are transported exclusively over facilities installed by the Company rather than the facilities of another carrier.

Payment Method

The manner which the Customer designates as the means of billing charges for Calls using the Company's Service.

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Physical Change

The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change or determination.

Point-of-Presence (POP)

A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

Primary Route

The route which, in the absence of Customer-designated routing or temporary re-routing, would be used by the Company in the provision of Service.

Private Line

A dedicated transmission channel furnished to a customer without intermediate switching arrangements for full-time customer use.

Private Line Service

A dedicated full-time transmission Service utilizing dedicated access arrangements.

Rate Center

A geographical reference point with specific coordinates on a map used for determining mileage when calculating charges.

Requested Service Date

The Requested Service Date is the date requested by the Customer for commencement of Service and agreed to by the Company.

Restore

To make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

Route Diversity

Two channels which are furnished partially or entirely over two physically separate routes.

Service

Service means any or all Service(s) provided pursuant to this Tariff.

Service Commitment Period

The term elected by the Customer and stated on the Service order during which the Company will provide the Services subscribed to by the Customer. The term can be monthly or in the case of Private Line Services for a period of up to 5 years.

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Special Promotional Offerings

Special trial offerings, discounts, or modifications of its regular Service offerings which the Company may, from time to time, offer to its Customers for a particular Service. Such offerings may be limited to certain dates, times, and locations. The Company may from time to time engage in special promotional offerings designed to attract new customers or to increase existing customers awareness of a particular tariff offering. These promotions will be subject to prior notification and approval by the Commission.

Start of Service Date

The Requested Service Date or the date Service first is made available by the Company whichever is later.

Tariff

The current Intrastate Services Tariff and effective revisions thereto filed by the Company with the Missouri Public Service Commission.

Toll Call

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

Transmission Speed

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

Twelve O'Clock

In designated time, 12:00 a.m. refers to 12:00 Midnight and 12:00 p.m. refers to 12:00 Noon.

Two-Way Conversation

A Two-Way Conversation is a telephone conversation between or among two or more parties.

VF

VF is voice frequency or voice-grade Service designed for private-line Service. Normal transmission is in the 300 hertz to 3000 hertz frequency band.

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2. RULES AND REGULATIONS

2.1. Description and Limitations of Services

- 2.1.1. Intrastate Telecommunications Service ("Service") is the furnishing of Company communication Services contained herein between specified locations under the terms of this Tariff.
- 2.1.2. Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service: (A) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment and refuses to comply with the deposit requirements set forth in Section 2.8.3, (B) in circumstances in which the Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (C) if insufficient facilities are available to provide the Service (in such cases Company shall make best efforts to accommodate the needs of all potential Customers by means of facility improvements or purchases of capacity if such efforts will, in the Company's opinion, provide the Company with a reasonable return on its expenditures), but only for so long as such unavailability exists.
- 2.1.3. Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for Service requirements, such as special routing, Diversity, Alternate Access, or circuit conditioning.
- 2.1.4. Service is offered in equal access exchanges subject to the availability of facilities and the provisions of this Tariff. Company reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- 2.1.5. Service may be discontinued after five business days written notice to the Customer if:
- 2.1.5.A. the Customer is using the Service in violation of this Tariff; or
- 2.1.5.B. the Customer is using the Service in violation of the law or Commission regulation.
- 2.1.6. Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.
- 2.1.7. Service will be provided until canceled by the Customer on not less than thirty (30) days verbal notice, 30 days from the date of postmark on the letter giving written notice.
- 2.1.8. The Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond the Company's control include, but are not limited to, a Customer's having Call volume or a

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calling pattern that results, or may result, in network blockage or other Service degradation which adversely affects Service to the calling party, the Customer, or other Customers of the Company.

- 2.1.9. Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive Service, notice may be given in writing to the persons whose names and business addresses appear on the executed Service order and the effective date of any notice shall be the date of delivery of such notice, not the date of mailing. By written notice, Company or Customer may change the party to receive notice and/or the address to which such notice is to be delivered. In the event no Customer or Company address is provided in the executed Service order, notice shall be given to the last known business address of Customer or, as appropriate.

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2.2. Other Terms and Conditions

- 2.2.1. The name(s) of the Customer(s) desiring to use the Service must be stipulated in the Application for Service (Service Request form).
- 2.2.2. The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.2.3 below.
- 2.2.3. Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 2.2.4. A Customer shall not use any service-mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.2.5. The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.
- 2.2.6. The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge or other Recurring Charge or Nonrecurring Charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge.
- 2.2.7. Business Service requested by Customer and to be provided pursuant to this Tariff shall be requested on Company Service Order forms in effect from time to time or Customer's forms accepted in writing by an authorized headquarters representative of the Company (collectively referred to as "Service Orders"). Residential Service may be requested verbally.
- 2.2.8. If an entity other than the company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a Service that entity's charges will be passed through to the Customer also.

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- 2.2.9. The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by either Company or Customer as of a date not less than thirty (30) days after delivery of said notice to the other. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such Service.

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2.3. Liability

- 2.3.1. Except as provided otherwise in this Tariff, the Company shall not be liable to Customer or any other person, firm or entity 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 Services to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations.
- 2.3.2. With respect to the Services contained herein and except as otherwise provided herein, the Company's liability shall not exceed an amount equal to the charge applicable to a one minute Call to the Called Station at the time the affected Call was made. If the initial minute rate is higher than the additional minute rate, the higher rate shall apply. For those Services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which Service was affected.
- 2.3.3. The Company is not liable for any act or omission of any other company or companies (including any Company affiliate that is a participating or concurring carrier) furnishing a portion of the Service or facilities, equipment, or Services associated with such Service.
- 2.3.4. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall comply with applicable LEC signal power limitations.
- 2.3.5. The Company may rely on Local Exchange Carriers or other third parties for the performance of other Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder shall not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.

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- 2.3.6. The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all time in full force and effect until modified in writing.
- 2.3.7. The Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects"). Defects caused by or contributed to, directly or indirectly, by any act or omission of Customer or its customers, affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, or sold by third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR BUSINESS INTERRUPTION, FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. THE COMPANY'S LIABILITY, IF ANY, WITH REGARD TO THE DELAYED INSTALLATION OF THE COMPANY'S FACILITIES OR COMMENCEMENT OF SERVICE SHALL NOT EXCEED \$1,000. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE OR ANY DEFECT IN THE SERVICE WHATSOEVER, NEITHER COMPANY NOR ANY AFFILIATED OR UNAFFILIATED THIRD PARTY, THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.

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- 2.3.8. With respect to the routing of Calls by the Company to public safety answering points or municipal Emergency Service providers, Company liability, if any, for its negligence, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the Call, or (b) the sum of \$1,000.00.
- 2.3.9. In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third-party, third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects.
- 2.3.10. In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer; or, circumstances in which such costs and expenses are caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.

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2.4. Cancellation of Service by a Customer

- 2.4.1. If a Customer cancels a Service Order before the Service begins, before completion of the Minimum Period, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by Installation and monthly charges. If, based on a Service order by a Customer, any construction has either begun or been completed, but no Services provided, the nonrecoverable costs of such construction shall be borne by the Customer.

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2.5. Cancellation by the Company

2.5.1. Cancellation for Cause by the Company

Upon nonpayment of any undisputed sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon five business days written notification to the Customer, without incurring any liability, immediately discontinue the furnishing of such Service. The written notice may be separate and apart from the regular monthly bill for service. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.

2.5.1.1. Service may be discontinued for any of the following reasons:

- A. Nonpayment of an undisputed charge;
- B. Failure to post a required deposit or guarantee;
- C. Unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;
- D. Failure to substantially comply with terms of a settlement agreement;
- E. Refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility equipment;
- F. Material misrepresentation of identity in obtaining telephone utility service; and
- G. As provided by state or federal law.

2.5.1.2. The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

2.5.2 Upon thirty (30) days' prior written notice, Company shall have the right, without cancellation charge or other liability, to cancel the affected portion of the Service, if the Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appeal, the Federal Communications Commission, or other local, state or federal government authority.

2.6. Credit Allowance

- 2.6.1. Credit allowance for the interruption of Service is subject to the general liability provisions set forth in this Tariff. Customers shall receive no credit allowance for the interruption of service which is due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. The Customer should notify the Company when the Customer is aware of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission within Customer's control, or is not in wiring or equipment, if any, furnished by the Customer in connection with the Company's Services.
- 2.6.2. No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3. No credit shall be allowed:
 - 2.6.3.A. For failure of services or facilities of Customer; or
 - 2.6.3.B. For failure of services or equipment caused by the negligence or willful acts of Customer.
- 2.6.4. Credit for an interruption shall commence after Customer notifies Company of the interruption and ceases when services have been restored.
- 2.6.5. Credits are applicable only to that portion of Service interrupted.
- 2.6.6. For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.7. No credit shall be allowed for an interruption of a continuous duration of less than two hours.

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- 2.6.8. The Customer shall be credited for an interruption of two hours or more at a rate of 1/720th of the monthly recurring charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula: Credit = $\frac{A}{720} \times B$

"A" = outage time in hours

"B" = total monthly charge for affected facility

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2.7. Use of Service

- 2.7.1. The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.3. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.
- 2.7.2. Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:
- 2.7.2.A. One joint user or Authorized User must be designated as the Customer.
- 2.7.2.B. All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User shall be liable to the Company for all charges incurred as a result of its use of the Company's Service.
- 2.7.3. In addition to the other provisions in this Tariff, Customers reselling Company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between Company and Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.
- 2.7.4. Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.
- 2.7.5. The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges.

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2.8. Payment Arrangements

- 2.8.1. The Customer is responsible for payment of all charges for Services furnished to the Customer or its joint or Authorized Users. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public.
- 2.8.2. The Company's bills for Business Service are due upon receipt. Amounts not paid within 20 days from the Bill Date of the invoice for Business Service will be considered past due. Business Customers will be assessed a late fee on past due amounts in the amount equal to 1 1/2 % per month. If a Business Customer presents an undue risk of nonpayment at any time, the Company may require that Business Customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash. The Company's bills for Residential Service are due upon receipt. Amounts not paid within 30 days from the Bill Date of the invoice for Residential Service will be considered past due and will be assessed a late fee in the amount of 1 1/2% per month.
- 2.8.3. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors: (A) the Customer's payment history (if any) with the Company and its affiliates, (B) Customer's ability to demonstrate adequate ability to pay for the Service, (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available, and (D) information relating to Customer's management, owners and affiliates (if any). For end users or Customers whom the Company believes an advance payment is necessary, Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. If the customer is a residential customer, Company will apply the advance payment to Customer's subsequent bill(s) until the advance payment is paid down.
- 2.8.4. If a LEC has established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.

2.9. Assignment

- 2.9.1. The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.

2.10. Tax and Fee Adjustments

- 2.10.1. All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates. All non-tax surcharges or fees shall be subject to prior Commission approval.
- 2.10.2. If at any future time a municipality acquires the legal right to impose an occupation tax, license tax, other similar tax upon the Carrier, and imposes the same by ordinance or otherwise, such taxes shall be billed to the end users receiving service within the territorial limits of such municipality. Such billing shall allocate the tax among end users uniformly on the basis of each end user's monthly charges for the types of service made subject to such tax.
- 2.10.3. If at any future time a county or other local taxing authority acquires the legal right to impose an occupation tax, license tax or other similar tax upon the Carrier, and imposes the same by ordinance or otherwise, such taxes shall be billed to the end users receiving service within the territorial limits of such county or other taxing authority. Such billing shall allocate the tax among end users uniformly on the basis of each end user's monthly charges for the types of service made subject to such tax.
- 2.10.4. When utility or telecommunications occupational, excise, or other similar taxes, based on interstate or intrastate receipts are imposed by certain taxing jurisdictions upon the Company or upon local exchange companies and passed on to the Company through or with interstate or intrastate access charges, the amounts of such taxes will be billed to Customers in such a taxing jurisdiction on a prorated basis. The amount of tax that is prorated to each Customer's bill is determined by the interstate or intrastate telecommunications service provided to and billed to an end user/customer service location in such a taxing jurisdiction with the aggregate of such tax equal to the amount of the tax imposed upon or passed on to the Company. . For example, should a taxing jurisdiction impose a 5% tax upon the Company for Missouri intrastate telecommunications services, the Company will impose a 5% tax upon the Customer for intrastate telecommunications services.
- 2.10.5. When any municipality, or other political subdivision, local agency of government, or department of public utilities imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee or regulatory fee, such taxes and fees shall, insofar as practicable, be billed pro rata to the Company's Customers receiving service within the territorial limits of such municipality, other political subdivision, local agency of government, or public utility commission, provided that all such non-tax surcharges are first approved by and set forth on the customer's bill as required by the Commission.

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- 2.10.6. Subject to prior Commission approval, the Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amount it is required by governmental or quasi-government authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for use of their payphones to access the Company's services.
- 2.10.7. All assessments other than taxes will be filed with the Commission for approval.

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2.11. Method for Calculation of Airline Mileage

2.11.1. The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C. No. 10 according to the following formula:

$$\text{the square root of: } \frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

where V1 and H1 correspond to the V&H coordinates of City 1 and V2 and H2 correspond to the V&H coordinates of City 2.

Example:

	<u>V</u>	<u>H</u>
City 1	5004	1406
City 2	5987	3424

$$\text{the square root of: } \frac{(5004-5987)^2 + (1406-3424)^2}{10}$$

The result is 709.83 miles. Any fractional miles are rounded to the next higher whole number; therefore, the airline mileage for this example is 710 miles.

2.12. Time of Day Rate Periods

2.12.1. Time of Day Rate Periods are determined by the time of day at the location of the Calling Station.

The rates shown in Section 4 apply as follows:

DAY: From 8:00 AM to 4:59 PM Monday - Friday

EVENING: From 5:00 PM to 10:59 PM Monday - Friday and Sunday

NIGHT/

WEEKEND: From 11:00 PM to 7:59 AM Everyday

From 8:00 AM to 10:59 PM Saturday

From 8:00 AM to 4:59 PM Sunday

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2.13. Special Customer Arrangements

2.13.1. In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, Installation, construction, facilities, assembly, purchase or lease of facilities, the Company, at this option, may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements consistent with the definition of ICB provisioning contained herein.

2.14. Inspection

2.14.1. The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the Installation, operation or maintenance of Customer or the Company equipment. The Company may interrupt the Service at any time, without penalty to the Company, should Customer violate any provision herein.

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3. SUPPLEMENTAL SERVICES

3.1. CALLING CARD SERVICES

Calling Card Service can be used from anywhere in the United States and may terminate in over 200 countries in the world. Calls are originated by dialing 0 + area code and telephone number.

3.2 Reserved for Future Use

3.3. OPERATOR ASSISTANCE SERVICES

Operator Assistance Service provides the customer with access to an Operator to assist in the completion of Station-to-Station calls and Person-to-Person calls.

Operator Assisted Station-to-Station calls will be billed in one of the following ways:

1. Subscriber – call is billed to the calling station account;
2. Collect – call is billed to the called station;
3. Calling Card – call is billed to a calling card;
4. Third Number – call is billed to a third number; or
5. Sent Paid.

Person to Person Service is that service where the person originating the call specifies to the Company operator a particular person to be reached, a particular mobile unit to be reached, or a particular station, department or office to be reached. The call remains a person to person call when, after the telephone, mobile telephone, or PBX system has been reached and while the connection remains established, the person originating the call requests or agrees to talk to any person other than the person specified, or to any other agreed upon alternate.

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3.3 OPERATOR SERVICES (cont'd.)

Collect calls are permissible between all stations except that the Collect Call option is not available for calls to a public or semi-public coin station.

The following operator service requirements apply:

1. Carrier will not knowingly bill for incomplete calls and will remove any charge(s) for incomplete calls upon subscriber notification or carrier's knowledge of the charge(s) for incomplete calls.
2. Carrier will advise the caller and billed party (if different from the end user) that Carrier is the operator service provider at time of the Initial contact.
3. Carrier will provide rate quotes, including all rate components and any additional charges, upon request, at no charge.
4. Carrier will allow only tariff charges approved by the commission, or otherwise allowed by law for the provision of operator services, to appear on billings rendered by local exchange companies (LEC's) on behalf of carrier and will not collect locations surcharges imposed by traffic aggregators.
5. Carrier will arrange for listing of its name on LEC's Billing of Carrier's charges, if the LEC has multi-carrier bill listing capability.
6. Carrier will employ reasonable calling card verification procedures which are acceptable to the companies issuing the calling cards. In order to control fraud, the Company may refuse to accept calling cards which it determines to be invalid or cards which it is unable to verify.
7. Carrier will direct all "00-" emergency calls to the local exchange carrier (LEC) at no charge.
8. Carrier's contracts with traffic aggregators will contain provisions which: (a) prohibit the blocking or access to an end user's interexchange carrier of choice and b) provide for the prominent posting or display, on or near the telephones to be utilized by end users, of material setting forth the name of the carrier, complaint procedures, instructions on reaching the LEC operator as well as other interexchange carriers, and procedures for emergency calls.
9. Upon request, Company will transfer calls to another certified interexchange carrier or to the LEC if billing can list the caller's actual origination date.

3.4 DIRECTORY ASSISTANCE

ABS0 d/b/a TelCove offers and bills for directory assistance on a per call basis.

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3.5 PRIVATE LINE SERVICE

Private Line Service is a dedicated transmission channel furnished to a customer without intermediate switching arrangements for full-time customer use.

Private Line Service is priced on an individual case basis. Individual Case Basis (ICB) determinations involve situations where complex Customer-specific Company arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions. Rates for services offered on an ICB will be structured to recover the Company's cost of providing the services. Terms of specific ICB contracts will be made available to the Commission staff upon request on a proprietary basis. ICB provisioning is only available for non-switched, private line local exchange services.

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4. INTRALATA / INTERLATA TOLL USAGE AND MILEAGE CHARGES

4.1 INTRALATA TOLL USAGE AND MILEAGE CHARGES

Description

Intrastate toll service is furnished for communication between telephones in different local calling areas within a particular LATA in accordance with the regulations and schedules of charges specified in this tariff. The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this Tariff. Customers may choose between service with a postalized rate or rates that are mileage and time-of-day sensitive.

Intrastate toll calling includes the following types of calls: direct dialed, calling card, collect, 3rd number billed, special toll billing, requests to notify of time and charges, person to person calling and other station to station calls.

4.1.1 Classes of Calls

Service is offered as two classes: station to station calling and person to person calling.

1. Station to Station Service is that service where the person originating the call dials the telephone number desired or gives the Company operator the telephone number of the desired telephone station or system.
2. Person to Person Service is that service where the person originating the call specifies to the Company operator a particular person to be reached, a particular mobile unit to be reached, or a particular station, department or office to be reached. The call remains a person to person call when, after the telephone, mobile telephone, or PBX system has been reached and while the connection remains established, the person originating the call requests or agrees to talk to any person other than the person specified, or to any other agreed upon alternate.

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4.1.2 TIMING OF CALLS

- A. Unless otherwise indicated, all calls are timed in one minute increments and all calls which are fractions of a minute are rounded up to the next whole minute.
- B. For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- C. For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.
- D. Call timing ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.
- E. Calls originating in one time period as defined in Section 4.3 and terminating in another will be billed the rates in effect at the beginning of each minute.
- F. All times refer to local time.
- G. Time Periods Defined

Time of Day Rate Periods are determined by the time of day at the location of the Calling Station.

The rates shown in Section 4 apply as follows:

DAY: From 8:00 AM to 4:59 PM Monday - Friday

EVENING: From 5:00 PM to 10:59 PM Monday - Friday and Sunday
All day Christmas, New Years, Thanksgiving,
Independence Day, and Labor Day

NIGHT/

WEEKEND: From 11:00 PM to 7:59 AM Everyday
From 8:00 AM Saturday to 4:59 PM Sunday

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4.1.3 REGULATIONS AND COMPUTATION OF MILEAGE

Calls for which rates are mileage sensitive are rated on the airline distance between the originating rate center and the terminating rate center.

A. Originating Rate Center

A customer's primary local exchange number includes an NXX code that is associated with a specific rate center. The originating point of all calls charged to that customer's account shall be the location of the customer's rate center.

B. Terminating Rate Center

The terminating point for all calls shall be the location of the local rate center associated with the called number.

C. Calculation of Mileage

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between any two rate centers is determined as follows:

Airline mileage, where mileage is the basis for rating calls, is obtained by using the "V" and "H" coordinates assigned to each rate center and contained in NECA FCC Tariff No. 4 or successor tariffs. To determine the airline distance between any two locations, proceed as follows:

1. Obtain the "V" and "H" coordinates for each location. The "V" coordinate is the first four digits in the "VH" column. The "H" coordinate is the next four digits.
2. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
3. Square each difference obtained in step b., above.
4. Add the square of the "V" difference and the "H" difference obtained in step c., above.
5. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.

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6. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

Formula:

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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4.1.4 INTRALATA CALL CHARGES

Rates are based on the duration of the call as measured according to Section 4.2 above, time of day rate period of the call as described in Section 4.3 and, for intrastate toll calls, the airline mileage between points of the call as described in Section 4.4. In addition, where live or automated operator assistance is required for call completion or billing, a per call service applies.

Charges for all classes of calls may be to the calling station, to the called station when the called party agrees to accept the charges, to an authorized telephone number which is not the called station or the calling station (3rd number billing), or to an authorized calling card.

A. Usage Charges:

1. Business Postalized Rate Service

- a. IntraLATA call charges can be based on a postalized per minute usage rate.

See Rate Schedule in Section 5 of this Tariff.

2. Residential Postalized Rate Service

- a. IntraLATA call charges can be based on a postalized per minute usage rate.

See Rate Schedule in Section 5 of this Tariff.

4.1.5 PER CALL SERVICE CHARGES

The service charges listed in the Rate Schedule specified in Section 5 of this tariff apply to intrastate toll calls for which live or automated operator assistance is provided for call completion and/or billing.

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4.2 INTERLATA TOLL SERVICE

InterLATA Toll Service is furnished for communication between telephones in different LATAs in accordance with the regulations and schedules of charges specified in this tariff.

4.2.1 INTERLATA TOLL USAGE

A. Basic Long Distance Service

Long distance voice service is a facilities based, direct-dial long distance telephone service.

B. Long Distance TSR Switched

TSR Switched voice service is a non-facilities based direct-dial long distance telephone service. This long distance product is accessed through Total Service Resale (TSR) switched long distance connectivity.

4.2.2 INTERLATA CALL CHARGES

InterLATA call charges are based on a postalized per minute usage rate.

Charges for all classes of calls may be to the calling station, to the called station when the called party agrees to accept the charges, to an authorized telephone number which is not the called station or the calling station (3rd number billing), or to an authorized calling card.

See Rate Schedule in Section 5 of this Tariff.

4.2.3 LONG DISTANCE FEATURES

The following features are available for all types of long distance services mentioned above.

A. Account Codes

Account Codes enable businesses to categorize long distance charges for purposes of cost allocation and control. ABSO d/b/a TelCove customers have the ability to assign a different number code to each department, product, client, etc., allowing long distance charges to be billed back accordingly. Account Codes are one to five digits long and are available in the following types:

[T]

1. Customer Verified Codes-These codes are assigned by the customer, but managed by the carrier. These codes must be entered for the call to be completed.
2. Carrier Verified Codes-These codes are pre-assigned and managed by the carrier. The code must be dialed for the call to be completed.
3. Unverified Codes-These codes are set and managed by the customer. The code must be dialed for the call to be completed.

B. Operator Services (See Section 3.3)

C. Directory Assistance (See Section 3.4)

See Rate Schedule in Section 5 of this Tariff.

4.2.4 TOLL FREE SERVICE

Toll Free service provides customer with toll free calling to their business locations. Toll free pricing is per minute usage rate for interLATA toll calls. Specialized Number requests are available at a rate of \$35.00 per number reserved.

A. Basic Toll Free

Basic Toll Free service is a facilities based, direct-dial toll free service. The following features apply:

1. Call origination
2. Call routing
3. Toll free directory assistance listing

B. TSR Switched

TSR switched toll free service is a non-facilities based direct-dial telephone toll free service. This toll free product is accessed through Total Service Resale (TSR) switched long distance connectivity. The following features apply:

1. Call origination
2. Call routing
3. Toll free directory assistance listing
4. Basic Toll free Features

(a) Area Code Control

Area Code Control allows blocking of incoming calls from selected NPAs, either dedicated or switched service. This feature provides customers in a specific geographic market with a toll-free number. By screening calls from outside the service area, the customer can better manage costs.

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4.2.4 TOLL FREE SERVICE (Cont'd)

B. TSR Switched (Cont'd)

4. Basic Toll free Features (Cont'd)

(b) Area Code/Exchange Control

Area Code/Exchange Control allows blocking of incoming calls from selected NPA/NXX dedicated or switched. The various parameters for blocking are as follows:

- I. Time of Day – allows the end-user to accept toll-free calls during hours of operation.
- II. Day of Week – calls are treated with a courtesy announcement on non-business days of operation.
- III. Day of Year – toll-free calls will have a courtesy announcement when a location is closed for a holiday.

See Rate Schedule in Section 5 of this Tariff

5. Enhanced Features for Dedicated and Switched

Enhanced Routing Features improve call handling efficiency and productivity by routing traffic among multiple locations. Enhanced routing also provides quick and easy disaster recovery for critical applications. These features are used when more than one terminating number is involved for the toll-free number.

(a) Information Digit Control

This feature identifies the type of phone service used by a caller in order to route the toll-free call. For example, calls from payphones and wireless calls are routed to a service call center. Calls placed from a residential phone are routed to an account management operations center. Hotels and prisons can also be blocked.

(b) Area Code Control

This feature provides the capability to divide the country into customer-defined routing sets. Calls to the same 800 number are directed to the terminating location based on the originating NPA. It is available to both dedicated and switched toll-free numbers.

Even if the customer has operations in different regions of the country, all customers can be offered one toll-free number.

4.2.4 TOLL FREE SERVICE (Cont'd)

B. TSR Switched (Cont'd)

5. Enhanced Features for Dedicated and Switched (Cont'd)

(c) Area Code/Exchange Control

Used in conjunction with area code routing, this feature allows routing or screening of calls by originating NPA/NXX to multiple service groups/locations. A caller's exchange can be pinpointed with this feature. It can be used to offer a nationwide toll-free number, and route calls to the location nearest the caller.

(d) Time of Day Routing

This feature allows the customer to have one toll-free number but route calls to different locations based on the time of day. The customer can take advantage of time zone difference to expand the business day and the route calls to a 24-hour call center when all locations are closed.

(e) Day-of-Week Routing

Toll-free calls can be sent to customer-specific destinations, based on the day of the week. For example, if the customers' business days are weekdays, calls on the weekend can be routed to a call center. There also can be a courtesy announcement.

(f) Day-of-Year Routing

This feature allows calls to be routed to a different based on the day of the year. The customer can use this feature to route calls to a call center when some locations are closed for the holiday. Based on the specified days, a courtesy announcement tells callers that the location is closed for the holiday.

4.2.4 TOLL FREE SERVICE (Cont'd)

B. TSR Switched (Cont'd)

5. Enhanced Features for Dedicated and Switched (Cont'd)

(g) Call Allocation

This feature allows customers to define the call routing to multiple service groups/locations on a percentage basis. The percentage is based on call attempts, not completions. Customers can distribute calls to a toll-free number across multiple locations, specify a percentage of the calls for each location, and match the customer's call volume to each location's capabilities.

(h) Command Routing

For enhanced toll-free customers, this service provides the ability to activate an alternative route plan (up to 99) within minutes. For example, during severe weather conditions, such as a hurricane, customers can immediately re-route their toll-free number to a location that is not experiencing severe weather

See Rate Schedule in Section 5 of this Tariff

6. Features for Dedicated Toll-Free

(a) DNIS (Dialed Number Identification Service)

Dialed Number Identification Service allows multiple 800 numbers to be identified and routed within a single trunk group, while displaying the number a caller has dialed. This allows the representative to answer the call with a personalized greeting for the type of callers using a specified toll-free number.

(b) Real-Time Automatic Number Identification (ANI)

Real-Time ANI delivery is associated with inbound calling applications, offering the originating caller's telephone number to the inbound service subscriber. This feature is provided by the carrier as part of the call set-up.

For In-Band, the signaling information and the voice traffic utilize the same circuits. For Out-of-Band, this signaling allows the signaling information associated with each call to be placed on a separate channel from the voice path. The customer must utilize ISDN with Primary Rate Interface (PRI) service.

Representatives can have the customer's account information available before answering the call. This allows more calls to be handled in a more efficient way.

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4.2.4 TOLL FREE SERVICE (Cont'd)

B. TSR Switched (Cont'd)

6. Features for Dedicated Toll-Free (Cont'd)

(c) Route Advance

This feature routes overflow calls to another dedicated circuit (On-net Route Advance) or to local lines (Off-net Route Advance). On-net allows 800 calls that incur a busy or out-of-service condition on a dedicated trunk group to reroute to an alternate dedicated trunk group. This eliminates hang-ups and potential lost business.

(d) Uniform Call Distribution (UCD)

This feature permits a uniform distribution of incoming calls among available 800 service access lines within a trunk group. UCD helps alleviate excessive call traffic on first circuits or business lines by distributing particular toll-free calls over a toll-free trunk group. It also can be used to track calls to each circuit and then distribute traffic evenly.

7. Enhanced Features for Dedicated Toll-Free

(a) Enhanced DNIS

Enhanced DNIS can be used to route a single 800 number to multiple destinations within a single trunks/service group, and is used in conjunction with other enhanced features.

See Rate Schedule in Section 5 of this Tariff.

5. RATES & CHARGES

5.1 CALLING CARD SERVICES

Per Call Surcharge:	\$0.00	
	<u>Per Minute Rate</u>	
Day	\$0.18	
Evening	\$0.18	
Night/ Weekend	\$0.18	
Operator Assist per minute rate	\$0.50 per minute	[N]

5.3 OPERATOR SERVICE PER CALL SERVICE CHARGES

The following service charges apply to intrastate toll calls for which live or automated operator assistance is provided for call completion and/or billing.

Station-to-Station		
Subscriber	\$2.50	
Collect	\$2.50	
Calling Card	\$2.50	
Third Number	\$2.50	
Sent Paid	\$2.50	
Person-to-Person	\$2.50	
Calling Card Person-to-Person	\$0.00	
Operator Assist per minute rate	\$0.50 per minute	[N]

Section 5 - RATES & CHARGES

5.4. DIRECTORY ASSISTANCE

Per call, local	\$1.00
Per call, interexchange	\$1.00

5.5 PRIVATE LINE SERVICE

Private Line Service is priced on an individual case basis. Individual Case Basis (ICB) determinations involve situations where complex Customer-specific Company arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions. Rates for services offered on an ICB will be structured to recover the Company's cost of providing the services. Terms of specific ICB contracts will be made available to the Commission staff upon request on a proprietary basis. ICB provisioning is only available for non-switched, private line local exchange services.

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5.6 INTRALATA / INTERLATA TOLL USAGE AND MILEAGE CHARGES

5.6.1 Intralata Toll Rates – Mileage and Time-of-Day Sensitive Rates

<u>INTRALATA TOLL RATES</u>				
<u>Direct Dial Day Rates</u>				
<u>Mileage</u>	<u>Initial Period</u>		<u>Additional Period</u>	
<u>Limit</u>	<u>Rate</u>	<u>Unit</u>	<u>Rate</u>	<u>Unit</u>
0-10	\$0.0800	60 sec	\$0.0640	60 sec
11-14	\$0.0960	60 sec	\$0.0800	60 sec
15-18	\$0.1200	60 sec	\$0.1040	60 sec
19-23	\$0.1600	60 sec	\$0.1200	60 sec
24-28	\$0.1920	60 sec	\$0.1280	60 sec
29-33	\$0.2160	60 sec	\$0.1360	60 sec
34-40	\$0.2400	60 sec	\$0.1440	60 sec
41-50	\$0.2720	60 sec	\$0.1600	60 sec
51-60	\$0.2960	60 sec	\$0.1840	60 sec
61-80	\$0.3200	60 sec	\$0.2000	60 sec
81-100	\$0.3200	60 sec	\$0.2000	60 sec
101-125	\$0.3360	60 sec	\$0.2160	60 sec
126-150	\$0.3360	60 sec	\$0.2160	60 sec
151-190	\$0.3440	60 sec	\$0.2560	60 sec
191-300	\$0.3520	60 sec	\$0.2640	60 sec
301-430	\$0.3680	60 sec	\$0.2800	60 sec

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5.6.1 Intralata Toll Rates – Mileage and Time-of-Day Sensitive Rates (cont'd.)

Direct Dial Evening Rates				
Mileage	Initial Period		Additional Period	
Limit	Rate	Unit	Rate	Unit
0-10	\$0.0640	60 sec	\$0.0512	60 sec
11-14	\$0.0768	60 sec	\$0.0640	60 sec
15-18	\$0.0960	60 sec	\$0.0832	60 sec
19-23	\$0.1280	60 sec	\$0.0960	60 sec
24-28	\$0.1536	60 sec	\$0.1024	60 sec
29-33	\$0.1728	60 sec	\$0.1088	60 sec
34-40	\$0.1920	60 sec	\$0.1152	60 sec
41-50	\$0.2176	60 sec	\$0.1280	60 sec
51-60	\$0.2368	60 sec	\$0.1472	60 sec
61-80	\$0.2560	60 sec	\$0.1600	60 sec
81-100	\$0.2560	60 sec	\$0.1600	60 sec
101-125	\$0.2688	60 sec	\$0.1728	60 sec
126-150	\$0.2688	60 sec	\$0.1728	60 sec
151-190	\$0.2752	60 sec	\$0.2048	60 sec
191-300	\$0.2816	60 sec	\$0.2112	60 sec
301-430	\$0.2944	60 sec	\$0.2240	60 sec

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5.6.1 Intralata Toll Rates – Mileage and Time-of-Day Sensitive Rates (cont'd.)

<u>Direct Dial Night Rates</u>				
<u>Mileage</u>	<u>Initial Period</u>		<u>Additional Period</u>	
<u>Limit</u>	<u>Rate</u>	<u>Unit</u>	<u>Rate</u>	<u>Unit</u>
0-10	\$0.0520	60 sec	\$0.0416	60 sec
11-14	\$0.0624	60 sec	\$0.0520	60 sec
15-18	\$0.0780	60 sec	\$0.0676	60 sec
19-23	\$0.1040	60 sec	\$0.0780	60 sec
24-28	\$0.1248	60 sec	\$0.0832	60 sec
29-33	\$0.1404	60 sec	\$0.0884	60 sec
34-40	\$0.1560	60 sec	\$0.0936	60 sec
41-50	\$0.1768	60 sec	\$0.1040	60 sec
51-60	\$0.1924	60 sec	\$0.1196	60 sec
61-80	\$0.2080	60 sec	\$0.1300	60 sec
81-100	\$0.2080	60 sec	\$0.1300	60 sec
101-125	\$0.2184	60 sec	\$0.1404	60 sec
126-150	\$0.2184	60 sec	\$0.1404	60 sec
151-190	\$0.2236	60 sec	\$0.1664	60 sec
191-300	\$0.2288	60 sec	\$0.1712	60 sec
301-430	\$0.2392	60 sec	\$0.1820	60 sec

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- 5.6.2 IntraLATA Toll Charges – Postalized rates
 - A. Usage Charges
 - Basic IntraLATA Service
 - Per Minute Usage Rate \$0.150
 - B. Intralata TSR Switched – Postalized Rate
 - Per Minute Usage Rate \$0.150
 - C. TelCove Rates
 - TelCove Long Distance (On Net) \$NOC

Take or pay Commitments (Switched Only)

A customer has the option of committing to a monthly level of \$1,000, \$3,000, or \$5,000 dollars. One-Year, Two-Year, and Three-Year service term packages are available. When the customer commits to paying at one of the monthly levels described above, they will receive a discounted rate for interLATA call charges. The Customer must, at a minimum, sign a one-year commitment agreement to qualify for the discount rate. The discounted rate is in effect immediately upon execution of the commitment agreement. The customer does not need to reach the committed level first in order to receive the discounted rate.

Monthly Commitment Level	Rate
No Commitment	\$0.15[I]
\$1,000 Level	\$0.15[I]
\$3,000 Level	\$0.15[I]
\$5,000 Level	\$0.15[I]

- 5.6.3 INTERLATA CALL CHARGES
- A. Basic Long Distance
Per Minute Usage Rate \$0.150
- B. Long Distance TSR Switched
Postalized Rate
Per Minute Usage Rate \$0.150

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5.6.4 LONG DISTANCE FEATURES

A. Account Codes

Feature	Installation (Non-recurring)	Monthly Recurring Charge
Customer Verified Codes	\$10.00	\$10.00
Carrier Verified Codes	\$00.00	\$00.00
Unverified Codes	\$00.00	\$00.00

5.6.5 TOLL FREE SERVICE

Specialized Number Requests \$35.00 per number reserved

A. Basic Toll Free Service
Per Minute Usage Rate \$0.150B. Toll Free TSR Switched Service
Per Minute Usage Rate \$0.150

5.6.5 TOLL FREE SERVICE

C. Toll Free TSR Service

Per Minute Usage Rate \$0.095

FEATURE	MONTHLY RECURRING CHARGE	NON-RECURRING CHARGE
Call Origination	\$0.00	\$0.000
Call Routing	\$0.00	N/A
Toll Free Directory Listing	\$20.00/Toll Free No.	N/A
Area Code Control	No Charge	\$100 per 800 number
Area Code Exchange Control	No Charge	\$100 per NPA selected and exchange level
Time of Day		\$100 per NPA selected and exchange level
Day of Week		\$100 per NPA selected and exchange level
Day of Year		\$100 per NPA selected and exchange level
ENHANCED FEATURES		
Information Digit Control	\$50.00 per 800 number	
Area Code Control	*	\$125 per feature node, per 800 number
Area Code/Exchange Control	*	\$100 per NPA selected, per 800 number
Time of Day Routing	*	\$125 per feature node, per 800 number
Day-of-Week Routing	*	\$125 per feature node, per 800 number
Day-of-Year Routing	*	\$125 per feature node, per 800 number
Call Allocation	*	\$125 per feature node, per 800 number
Command Routing	No Charge	\$60 per activation
Dialed Number Identification Service (DNIS)	No Charge	\$500 per trunk group
Real Time Automatic Number Identification (ANI)	No Charge	\$200 per trunk group
Route Advance	\$0.15 per minute	\$45 per trunk group
Uniform Call Distribution (UCD)	\$3.00 per trunk group	\$100 per trunk group
Enhanced DNIS		\$500 per trunk group

*Monthly Recurring Charge for these features in calculated on:

1-3 routing plans \$ 0.00
 4-12 routing plans \$250.00
 13-99 routing plans \$430.00

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