i

## SECTION 11 - SWITCHED ACCESS SERVICES

This section applies to intrastate access service supplied to Customers for origination and termination of traffic to and from Central Office codes directly assigned to MCImetro ACCESS TRANSMISSION SERVICES, LLC.

This section applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the State of Missouri.

#### 11.1 Switched Access Services Concurrence

The Company concurs in the rates, rules and regulations, including all footnotes thereto, applying to and governing Access Service as set forth in the Southwestern Bell Telephone Company Access Service PSC MO. Tariff No. 36 on file with and approved by the Public Service Commission of the State of Missouri, and in any amendments thereto as authorized by the Missouri Public Service Commission or applicable law.

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

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

## SECTION 12 - FRAME RELAY SERVICE

## 12.1 Metro Frame Relay Service

#### 12.1.1 Description

Metro Frame Relay is a virtual private data network service which allows Customers to simulate a dedicated high speed data network and enables connection of two business sites within the same LATA where suitable facilities are available. Metro Frame Relay is offered at one rate that is the transmission rate (in Kbps or Mbps) and is not usage or distance sensitive. Metro Frame Relay Service is offered in conjunction with the Company's interstate Frame Relay Service as filed with the **contract sensitive**.

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

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

### SECTION 12 - FRAME RELAY SERVICE

## 12.1 <u>Metro Frame Relay Service (Continued)</u>

## 12.1.2 Definitions Applicable to Frame Relay Service (Continued)

AMI - Alternate Mark Inversion.

<u>ASR</u> - Access Service Request. An order placed with a Local Access Provider for Local Access.

B8ZS - Bipolar with eight zero substitution.

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

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

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

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

ISSUED: November 26, 2003

1

EFFECTIVE: January 1, 2004

### 12.1 <u>Metro Frame Relay Service</u> (Continued)

#### 12.1.2 Definitions Applicable to Frame Relay Service (Continued)

ESF - Extended Super Frame.

FRAD - Frame Relay Access Device.

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

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

Kbps - Kilobits per second.

<u>Local Access</u> - The portion of the Service between a Customer premise and a Company designated Point-of-Presence.

Local Access Provider - An entity providing Local Access.

Mbps - Megabits per second.

<u>Network Node (Node)</u> - Customer physical location with an associated Port Connection and PVC.

<u>Physical Change</u> - The modification of an existing PVC or port at the request of the Customer.

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

EFFECTIVE: January 1, 2004

L

Ĩ

## SECTION 12 - FRAME RELAY SERVICE

## 12.1 <u>Metro Frame Relay Service</u> (Continued)

### 12.1.2 Definitions Applicable to Frame Relay Service (Continued)

<u>Public Frame Relay Network</u> - Telecommunications network operated for the provision of Frame Relay Service to multiple Customers.

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

SF - Super Frame.

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

ISSUED: November 26, 2003

.

EFFECTIVE: January 1, 2004

## 12.1 <u>Metro Frame Relay Service</u> (Continued)

## 12.1.3 Service Components

.....

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

- Metro PVC A Metro PVC connects two customer sites located within one LATA (determined by NPA/NXX).
- Metro Port A Metro Port can support Metro (intraLATA) PVCs exclusively. All PVCs entering and exiting the Metro Port must be Metro PVCs. A Metro Port cannot support standard PVCs.

The following Port Speed options are available for Metro Ports:

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

The following CIR options are available for Metro PVCs:

16 Kbps	192 Kbps	512 Kbps	832 Kbps	32 Kbps
256 Kbps	576 Kbps	896 Kbps	48 Kbps	320 Kbps
640 Kbps	960 Kbps	56 Kbps	384 Kbps	704 Kbps
1 024 Mbps	64 Kbps	448 Kbps	768 Kbps	1.536 Mbps
128 Kbps		·	-	-

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

i

į

÷ T

÷

# SECTION 12 - FRAME RELAY SERVICE

## 12.1 <u>Metro Frame Relay Service</u> (Continued)

#### 12.1.4 Collocation of Customer Equipment

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

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

ì

ł.

Ì.

i

i

## SECTION 12 - FRAME RELAY SERVICE

#### 12.1 <u>Metro Frame Relay Service</u> (Continued)

### 12.1.5 Systems Security

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

- A. Customers may access the Company's Systems only to the extent required by and incident to the administration and management of the Customer's telecommunications system.
- B. Customers may not disclose or use information which may be learned as a consequence of access to the Company's Systems except as may be directly required to insure the proper operation of the Customer's telecommunications system. Customers must take all reasonable precautions to prevent any other person or entity who does not have a need to know from acquiring such information.
- C. Customers shall not in any manner or form disclose, provide, or otherwise make available, in whole or in part, these Systems, documentation, any related material or any other confidential material except to those who have a need to know incident to the operation of the Customer's telecommunications system. These Systems remain the property of Company and may not be copied, reproduced or otherwise disseminated without the prior written permission of Company.

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

i

i

ł

i.

## SECTION 12 - FRAME RELAY SERVICE

#### 12.1 <u>Metro Frame Relay Service</u> (Continued)

### 12.1.5 Systems Security (Continued)

- D. Customers shall take all reasonable precautions to maintain the confidentiality of Systems. Such precautions shall include the use of Personal Identification Numbers (PINs) and passwords selected by and known only to the Customer's individual authorized users. Telephone numbers and dial-up access numbers assigned to the Customer by Company, PINs or any aspect of access and sign-on methodology used to access these Systems shall not be posted or shared with others under any circumstances. Customers shall follow normal logoff procedures prior to leaving a terminal unattended. Customers should report any known or suspected attempt by others to unauthorized access of these Systems.
- E. In the event that a security access device assigned to a Customer for dial-up access is lost, stolen, or misplaced, the Customer must notify Company immediately. Access into these Systems beyond that authorized may result in civil and/or criminal penalties.

#### 12.1.6 Customer Provided Equipment

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

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

## 12.1 <u>Metro Frame Relay Service</u> (Continued)

- 12.1.7 Technical Standards
  - A. <u>Application of Technical Standards</u>

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

B. <u>Performance Specifications</u>

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

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

# 12.1 <u>Metro Frame Relay Service</u> (Continued)

## 12.1.8 Application of Nonrecurring and Ancillary Charges

A. Installation Charges

Charges apply when the Customer requests new or additional Service.

## B. Expedite Charges

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

## C. Change of Requested Service Date

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

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

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

.

i.

i.

i

## SECTION 12 - FRAME RELAY SERVICE

#### 12.1 <u>Metro Frame Relay Service</u> (Continued)

- 12.1.8 Application of Nonrecurring and Ancillary Charges (Continued)
  - C. <u>Change of Requested Service Date</u> (Continued)
    - (3) An ASR charge will be assessed whenever a change of Requested Service Date is requested on Service orders including Company-ordered Local Access.
    - (4) When the Customer requests that its Requested Service Date be extended, the new Requested Service Date must be within thirty (30) days of the previously set Requested Service Date. If the new Requested Service Date is more than thirty (30) days beyond the existing Requested Service Date or unknown, the Service order must be canceled and re-issued when a confirmed date is set. A charge for a change of Requested Service Date also applies when the Customer requests an earlier Requested Service Date that does not require an Expedite. Should an Expedite be required, the Expedite Charge supersedes the change of Requested Service Date charge.

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

İ

ī

ł

ţ

# SECTION 12 - FRAME RELAY SERVICE

## 12.1 <u>Metro Frame Relay Service</u> (Continued)

#### 12.1.8 Application of Nonrecurring and Ancillary Charges (Continued)

- D. Change of Order Charges
  - (1) Charges apply when a Customer requests a modification to the information contained in the original Service order prior to Customer acceptance other than a change of Requested Service Date.
  - (2) <u>Administrative Charges</u>

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

(3) Local Access Service Charges

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

EFFECTIVE: January 1, 2004

÷

1

## SECTION 12 - FRAME RELAY SERVICE

### 12.1 <u>Metro Frame Relay Service</u> (Continued)

#### 12.1.8 Application of Nonrecurring and Ancillary Charges (Continued)

### E. Order Cancellation Charges

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

#### F. Change of Service Charges

Charges apply to changes made after acceptance by the Customer.

(1) <u>Administrative Charges</u>

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

#### (2) <u>Re-engineering Charges</u>

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

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

i

# SECTION 12 - FRAME RELAY SERVICE

## 12.1 <u>Metro Frame Relay Service</u> (Continued)

### 12.1.8 Application of Nonrecurring and Ancillary Charges (Continued)

- G. Application of Ancillary Charges
  - (1) Collocation Charges

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

## 12.1.9 Local Access Charges

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

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

ļ

i

# SECTION 12 - FRAME RELAY SERVICE

# 12.1 <u>Metro Frame Relay Service</u> (Continued)

# 12.1.10 <u>Rates</u>

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

A. Monthly Recurring Charges

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

## CIR Charge

\$ 5.00 per 64 Kbps

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

# 12.1 <u>Metro Frame Relay Service</u> (Continued)

12.1.10 Rates (Continued)

- B. Non-Recurring Charges
  - (1) Installation Charges

Port		Non-Recurring Charge		
	64 Kbps	\$ 250.00		
	128 Kbp 256 Kbp	\$ 250.00 \$ 250.00		
	384 Kbp	\$ 250.00		
	512 Kbp	\$ 250.00		
	768 Kbp	\$ 250.00		
	1.024 Mbps	\$ 250.00		
	1.536 Mbps	\$ 250.00		

PVC Installation \$ 20.00 per PVC

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

\$100.00

\$ 50.00

i

I

Т

ł

İ

I

ł

# SECTION 12 - FRAME RELAY SERVICE

# 12.1 <u>Metro Frame Relay Service</u> (Continued)

12.1.10 Rates (Continued)

- C. Non-Recurring Ancillary Charges
  - (2) <u>Ancillary Charges</u>

Cancellation Charge/Port

Expedite Charge/Port

U.S. DS-1 ASR

	-			
	Pre-Engineering Post-Engineering	\$100.00 \$250.00		
Date C	hange Charge/Port	\$100.00		
Admini	No Charge			
Non-Administrative Order Charge/Port				
	Pre Engineering Post Engineering	\$100.00 \$250.00		
U.S. D	S-0 ASR	\$ 25.00		

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

1

i.

i

## SECTION 12 - FRAME RELAY SERVICE

#### 12.1 <u>Metro Frame Relay Service</u> (Continued)

## 12.1.10 Rates (Continued)

D. Discount Schedule

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

Minimum	Monthly	<u>1 Years</u>	2 Years	<u>3 Years</u>	4 Years	<u>5 Years</u>
\$0 \$2,500 \$5,000 \$7,500 \$10,00010% \$15,00011% \$20,00012% \$30,00013% \$40,00014% \$50,00015%	4% 6% 7% 9% 12% 14% 15% 16% 17% 18%	5% 7% 9% 10%	7% 9% 11% 13% 15% 17% 18% 19% 20% 21%		9% 12% 16% 19% 21% 23% 24% 25% 26%	14% 16% 20% 22% 24% 27% 28% 29% 30%

#### 12.1.11 Price Protection Plan

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

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

i

## SECTION 12 - FRAME RELAY SERVICE

#### 12.1 <u>Metro Frame Relay Service</u> (Continued)

#### 12.1.11 Price Protection Plan (Continued)

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

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

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

### 12.1 <u>Metro Frame Relay Service</u> (Continued)

## 12.1.12 Revenue Plan Arrangements

- A. Only by written Service Application, which is accepted by an authorized representative of Company, may Customers obtain a Revenue Plan Arrangement ("Revenue Plan") for the Metro Frame Relay Service. Each Revenue Plan shall be subject to a Customer Commitment Period (defined below) of at least one, two, three, four or five years. The period between the effective date of a Revenue Plan and the expiration of the Customer Commitment Period shall be referred to as the "Term" of the Revenue Plan.
- B. From and after the effective date of a Revenue Plan and subject to the provisions of this Section, Customer may submit Service Orders for Qualifying Metro Frame Relay Service subject to the discounts in effect under this Tariff at the time the Service Application for the Revenue Plan is executed by Customer and Company. Subject to other applicable provisions of this Tariff, Company will accept such Service Orders provided the Requested Service Dates therefor do not occur later than a date six (6) months prior to the expiration of the Term ("Plan Installation Period").

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

### 12.1 <u>Metro Frame Relay Service</u> (Continued)

#### 12.1.12 <u>Revenue Plan Arrangements</u> (Continued)

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

## 12.1 <u>Metro Frame Relay Service</u> (Continued)

## 12.1.12 Revenue Plan Arrangements (Continued)

- D. Each Service Application for a Revenue Plan will set forth the "Customer Commitment Period" which shall be the period over which Customer shall obtain Metro Frame Relay Service subject to Base Rate Charges at least equal to the "Minimum Monthly Commitment."
  - (1) The lowest Minimum Monthly Commitment available for Revenue Plans is \$2,500. The Minimum Monthly Commitment under a Revenue Plan will not include pro-rated charges for Metro Frame Relay Service, Local Access charges, Ancillary Service charges, Taxes or any other recurring and nonrecurring charges for collocation of Customer equipment in Company POPs or other services provided to Customer by Company.
  - (2) The length of the Customer Commitment Period and the Minimum Monthly Commitment for both domestic WorldCom Frame Relay Service and Metro Frame Relay Service will determine the applicable discount of the Base Rates for Qualifying Metro Frame Relay Service, i.e., for purposes of determining the applicable discount of the Revenue Plan, the Customer Commitment P eriod e quates to the Service C ommitment P eriod in the discount schedules and the Minimum Monthly Commitment equates to the applicable Minimum Monthly level in the discount schedules.

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

# 12.1 <u>Metro Frame Relay Service</u> (Continued)

## 12.1.12 <u>Revenue Plan Arrangements</u> (Continued)

- E. Notwithstanding any provision of this Tariff to the contrary and provided Customer is not in default of its obligations pursuant to this Tariff, after a Service Order for Qualifying Metro Frame Relay Service is accepted by Company, Customer may cancel all or a portion of the Service described in the Service Order if Customer provides written notification thereof to Company thirty (30) days in advance of the effective date of cancellation. In such case, Customer shall pay to Company all charges for such Service provided through the effective date of cancellation plus a cancellation charge determined as follows:
  - (1) Prior to Start of Service, the cancellation charge shall be an amount equal to one (1) month's Base Rate Charges (then in effect at the time of cancellation) for the Metro Frame Relay Service in question plus all nonrecurring charges which would have otherwise been due (e.g., Installation charges) upon Start of Service therefor and costs, if any, reasonably incurred by Company from third parties (e.g., Local Access providers or interconnecting carriers) as a result of such cancellation.
  - (2) Following Start of Service, the cancellation charge shall be an amount equal to six (6) times the monthly recurring Base Rate Charges (then in effect at the time of cancellation) for the Metro Frame Relay Service in question less Base Rate Charges for such Service actually provided to Customer through the effective date of cancellation (but in no event less than zero) plus costs, if any, reasonably incurred by Company from third parties (e.g., Local Access providers or interconnecting carriers) as a result of such cancellation.

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

# SECTION 12 - FRAME RELAY SERVICE

## 12.1 <u>Metro Frame Relay Service</u> (Continued)

- 12.1.12 <u>Revenue Plan Arrangements</u> (Continued)
  - F. Commencing with first calendar month/billing period of Customer Commitment Period and continuing for each calendar month/billing period thereafter through expiration of the Customer Commitment Period, Customer subscribing to the Revenue Plan will obtain Metro Frame Relay Service from Company pursuant to this Tariff and the Company interstate Tariff FCC No. 9, which is subject to an aggregate of applicable Base Rate Charges ("Aggregate Base Rate Charge") equal to Minimum Monthly Commitment. The Aggregate Base Rate Charge does not include pro-rated charges for Metro Frame Relay Service, Local Access charges, Ancillary Service charges, Taxes or any other recurring and non recurring charges for collocation of Customer equipment in Company POPs or other services provided to Customer by Company.
  - G. If Customer's Aggregate Base Rate Charge for any month in Customer Commitment Period is less than the applicable Minimum Monthly Commitment, Customer shall pay Company difference between the Aggregate Base Rate Charge for the month in question and the Minimum Monthly Commitment ("Deficiency Charge").
    - (1) The Deficiency Charge shall be in addition to the charges for Qualifying Metro Frame Relay Service and all other Service provided pursuant to the Revenue Plan.
    - (2) The Deficiency Charge, if any, shall be due at the same time payment is due for Customer's monthly recurring charges.

i

# SECTION 12 - FRAME RELAY SERVICE

## 12.1 <u>Metro Frame Relay Service</u> (Continued)

## 12.1.12 Revenue Plan Arrangements (Continued)

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

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

## SECTION 12 - FRAME RELAY SERVICE

## 12.1 <u>Metro Frame Relay Service</u> (Continued)

### 12.1.12 Revenue Plan Arrangements (Continued)

H. <u>In the event:</u> (Continued)

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

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

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

## 12.1 <u>Metro Frame Relay Service</u> (Continued)

## 12.1.12 <u>Revenue Plan Arrangements</u> (Continued)

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

Regardless of whether Clause (1), (2) or (3) is determined to be the greater amount, the Customer is also liable for any charges, expenses, fees, or penalties incurred by Company or its affiliated companies due to cancellation of Local Access plus any costs, expenses, or additional charges reasonably incurred by Company on behalf of Customer as Customer's agent.

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

# 12.1 <u>Metro Frame Relay Service</u> (Continued)

## 12.1.12 Revenue Plan Arrangements (Continued)

In the event: (a) an individual Circuit comprising Qualifying Metro Frame Relay Service under a Revenue Plan is canceled by Customer prior to completion of the Service Commitment Period relevant to the Circuit in question; or (b) Customer fails to obtain the requisite Aggregate Base Rate Charge during the Customer Commitment Period in order to maintain the then a pplicable Minimum Monthly Commitment; or (c) a Revenue Plan is subject to termination under the provisions of S ection (H)(3) preceding, C ompany's d amages are difficult or impossible to ascertain, therefore, the foregoing provisions providing for individual Node cancellation liability of Customer, Deficiency Charges and/or Plan Termination Charges are intended to establish liquidated damages in the event of an early termination of individual ports subject to a Revenue Plan, a deficiency in the Minimum Monthly Commitment for each and every month of the Customer Commitment Period and do not represent a penalty of any kind.

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

# SECTION 12 - FRAME RELAY SERVICE

## 12.1 <u>Metro Frame Relay Service</u> (Continued)

### 12.1.12 Revenue Plan Arrangements (Continued)

- J. During Customer Commitment Period, Customer shall have option to obtain pricing for all Qualifying Metro Frame Relay Service which is equal to Company's thencurrent pricing, (i.e., Base Rates and discounts) under this Tariff for Qualifying Metro Frame Relay Service ("Published Price") upon the conditions of the Price Protection Plan described in Section 12.1.11 preceding with the following exceptions. Customer must elect to exercise such option within thirty (30) days following Company's notice of an adjustment to Company's Published Price. The Price Protection Plan will be available to Customer, provided Customer is not in default of its obligations pursuant to this Tariff and will apply to Qualifying Metro Frame Relay Service.
  - (1) If Customer elects to exercise such option at any time following the Commencement Date and continuing for a period ending twelve (12) months preceding the expiration of the Customer Commitment Period, Customer must execute an amendment to the Revenue Plan agreement within thirty (30) days of the receipt of Company's notification of a Published Price adjustment. The amendment to the Revenue Plan agreement will set forth the then-current Published Price for all Qualifying Metro Frame Relay Service. The adjustment, if any, of the monthly recurring charges for Qualifying Metro Frame Relay Service will have an effective date not later than the first day of the latest calendar month/billing period occurring within the sixty (60) days next following Customer's execution and delivery of such amendment to Company.

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

## SECTION 12 - FRAME RELAY SERVICE

## 12.1 <u>Metro Frame Relay Service</u> (Continued)

## 12.1.12 Revenue Plan Arrangements (Continued)

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

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

# SECTION 12 - FRAME RELAY SERVICE

## 12.1 <u>Metro Frame Relay Service</u> (Continued)

## 12.1.12 Revenue Plan Arrangements (Continued)

- J. (Continued)
  - (3) In the event a reduction (and only such reduction) in applicable charges pursuant to this Section causes the Aggregate Base Rate Charges to fall below the Minimum Monthly Commitment of the Revenue Plan then in effect, Customer may obtain a revision to the Minimum Monthly Commitment equal to the new level of Aggregate Base Rate Charges after applying the relevant P ublished P rice to Q ualifying M etro F rame R elay Service, provided, however, the applicable discounts shall also be adjusted to the corresponding Minimum Monthly level set forth in the discount schedules.
- K. Notwithstanding any provisions of this Tariff to the contrary and provided Customer is not in default of its obligations pursuant to this Tariff, Customer may cancel and upgrade Qualifying Metro Frame Relay Service, to higher speed Qualifying Metro Frame Relay Service ("Replacement Metro Frame Relay Service"), without being subject to any cancellation charge relevant to Company's Metro Frame Relay Service pursuant to this Tariff under the following conditions:
  - (1) Customer provides Company with a minimum forty-five (45) calendar days notice prior to the effective date of such cancellation and concurrently therewith submits a Service Order for Replacement Metro Frame Relay Service having a Requested Service Date therefor concurrent with the effective date of such cancellation;

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

## 12.1 <u>Metro Frame Relay Service</u> (Continued)

## 12.1.12 <u>Revenue Plan Arrangements</u> (Continued)

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

EFFECTIVE: January 1, 2004

# 12.1 <u>Metro Frame Relay Service</u> (Continued)

## 12.1.13 Warranties

## A. Frame Relay Service Satisfaction Warranty

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

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

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

# 12.1 <u>Metro Frame Relay Service</u> (Continued)

# 12.1.13 Warranties (Continued)

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

## 12.1 <u>Metro Frame Relay Service</u> (Continued)

### 12.1.13 Warranties (Continued)

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

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

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

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004
;

÷

i

ł

ţ

# SECTION 12 - FRAME RELAY SERVICE

# 12.1 <u>Metro Frame Relay Service</u> (Continued)

12.1.13 Warranties (Continued)

### A. <u>Frame Relay Service Satisfaction Warranty</u> (Continued)

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

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

Į.

ł

# SECTION 12 - FRAME RELAY SERVICE

#### 12.1 <u>Metro Frame Relay Service</u> (Continued)

#### 12.1.13 Warranties (Continued)

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

#### FRAME RELAY SWITCH BACK NETWORK PORT SPEED REIMBURSEMENT\_LIMIT PER PORT

56/64 Kbps	Up to \$1,500 in Qualified Charges
Greater than 56/64K < 1.5Mbps	Up to \$2,500 in Qualified Charges
1.5 Mbps	Up to \$5,000 in Qualified Charges
Greater than 1.5 Mbps	Up to \$6,000 in Qualified Charges

# SECTION 12 - FRAME RELAY SERVICE

### 12.1 <u>Metro Frame Relay Service</u> (Continued)

12.1.13 Warranties (Continued)

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

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

T.

13.1 <u>Local Line</u>: Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

#### 13.1.1 Standard Features:

Each Local Line Customer is provided with the following standard features:

Call Forward Variable TouchTone Caller ID Blocking - Selective Hunting (Multi-Line only)

#### 13.1.2 Optional Features:

A Local Line Customer may order the following optional features, at the rates specified in Section 13.1.3.C.:

Remote Call Forwarding (RCF)

Features Package 1

All Standard Features listed above Calling Transfer or Three Way Calling Call Forward Busy Call Forward No Answer Speed Dialing - 8

- 13.1 <u>Local Line</u>: Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.
  - 13.1.2 Optional Features (Continued):

### Features Package 2

All Features Package 1 Toll Restriction Speed Dialing - 8 or 30

A la Carte Features

Calling Transfer or Three Way Calling Call Forward Busy Call Forward No Answer Speed Dialing - 8 or 30 Toll Restriction Call Waiting/Cancel Call Waiting Distinctive Ringing Caller ID- Number <u>1</u>/ Caller ID with Name and Number Voice Mail Vanity Number

1/ Effective April 1, 2001, this feature will no longer be available to new subscribers.

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

#### 13.1 <u>Local Line (Continued)</u>

13.1.3 Local Line and High Capacity Inbound Service Rates and Charges:

A Local Line and High Capacity Inbound Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and usage charges as specified in Sections 13.1.3.A, 13.1.3.B and 13.1.3.D, respectively. Local Line charges will vary based on whether the Customer chooses the per call, per minute or unlimited rate option, as specified in Section 13.1.3.B. The usage rates in Section 13.3 will only apply to those customers who choose the Per Call or Per Minute Option specified in Section 13.1.3.B.

#### A. Non-Recurring Charges

Line Connection Charge, per line	\$15.00
Account Setup, per account	\$ 0.00
Account Changes, Moves, Additions, per change \$10.50	
Account Changes, per billing record change	\$ 7.75
Line Restoral Charge, per line	\$20.00

(Applies for line restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.)

Suspension of Service Restoral Charge, per line \$20.50

(Applies for line restoral after Customer-initiated suspension.)

Order Expedite Charge (per T-1)	\$25.00
Due Date Change	\$10.00

Due Date Change (per occurrence)

t

ł

## SECTION 13 - MCI WORLDCOM ON-NET LOCAL EXCHANGE SERVICE

# 13.1 Local Line (Continued)

### 13.1.3 Local Line and High Capacity Inbound Service Rates and Charges (cont)

B. Recurring Monthly Charges

Local Line - Line Charge, per line:

Per Call Option 1/	\$16.70
Unlimited Option	\$33.55
Per Minute Option 1/	\$16.70

# C. <u>Optional Features</u>

	Monthly Recurring	Non-Recurring
Feature Package 1 Feature Package 2 Call Waiting/Cancel Call Waiting\$ 3.00	\$ 4.50 \$ 9.50 \$ 5.00	\$10.00 \$10.00
Call Transfer or Three Way Calling Call Forward Busy	\$ 2.00 \$ 1.00	\$ 5.00 \$ 5.00
Call Forward No Answer \$ 1.00 Speed Dialing - 8 Codes \$ 2.00	\$ 5.00 \$ 5.00	
Speed Dialing - 30 Codes Toll Restriction	\$ 4.00 \$ 3.00	\$ 5.00 \$ 5.00
Distinctive Ringing Caller ID – Number <u>2/</u> Caller ID with Name and Number	\$ 4.00 \$ 5.00 \$ 5.00	\$ 5.00 \$ 5.00 \$ 5.00
Voice Mail Vanity Number	\$ 3.00 \$12.00 \$ 2.00	\$ 5.00 \$10.00 \$30.00
Remote Call forwarding (per each line path)	\$20.00	\$20.00

D. <u>Usage Rates</u>

The rates in Section 13.3 will apply.

1/ Effective April 1, 2001, this calling option will no longer be available to new subscribers.

2/ Effective April 1, 2001, this feature will no longer be available to new subscribers.

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

ļ

1

# SECTION 13 - MCI WORLDCOM ON-NET LOCAL EXCHANGE SERVICE

# 13.2 Local Trunk

Local Trunk(s) provide Customer with voice-grade communication channel(s) to the Customer's Private Branch Exchange (PBX) or Hybrid Key System. Local Trunks can be provisioned as either analog or digital and will be provided in the following manner:

- 13.2.1 <u>Local Trunk-Basic</u>: Local Trunk Basic can be used to carry one-way outbound traffic, oneway inbound or two-way traffic.
  - A.. <u>One-Way Outbound</u>

Provides the Customer with a single analog or digital connection that is restricted to carry outbound traffic only.

EFFECTIVE: January 1, 2004

- 13.2 Local Trunk (Continued)
  - 13.2.1 Local Trunk-Basic (Continued)
    - B. <u>One-Way Inbound or Two-Way</u>

Provides the Customer with a single analog or digital connection that can carry oneway inbound or two-way traffic.

(1) <u>Features:</u> The following features are available:

Hunting, Caller ID Blocking - Selective

(a) Optional Features

Digital Interface -Digital Interface provides a DS-1 digital transmission facility operating at 1.544 Mbps and time division multiplexed into 24 channels for the connection of Basic [DID] trunks to the Customer's PBX or trunk-capable Key System. Digital Interface can be used to carry one-way outbound traffic, one-way inbound or two-way traffic, Direct Inward Dialing, or a combination thereof. Applicable Non-Recurring and Recurring charges can be found in Sections 13.2.1.C.(1) and 13.2.2.C.(2).

Remote Call Forwarding (RCF)

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

## 13.2 Local Trunk (cont)

# 13.2.1 Local Trunk-Basic (Continued)

### C. Local Trunk-Basic and High Capacity Inbound Service Rates and Charges

A Local Trunk - Basic and High Capacity Inbound Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and usage charges as specified in Sections 13.2.1.C.(1), 13.2.1.C.(2) and 13.2.1.C.(3), respectively.

### (1) Non-Recurring Charges

Line Connection Charges, per trunk	\$ 20.00
Account Setup, per account	\$ 0.00
Account Changes, (Moves, Changes,	
Additions, per change)	\$ 10.50
Account Changes, per Billing Record Change	\$ 7.75
Line Restoral Charge, per trunk	\$ 20.00

Applies for trunk restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.

Suspension of Service Restoral Charge, per trunk \$20.50 (Applies for trunk restoral after Customer-initiated suspension.)

Order Expedite Charge (per T-1)	\$ 25.00
Due Date Change (per occurrence)	\$ 10.00
T-1 Order Expedite Charge (per T-1)	\$600.00
Local T-1 Installation Charge (per T-1)	\$200.00
Optional Features	
Digital Interface Channelization Charge, per channel Remote Call Forwarding Overflow Routing	\$ 0.00

13.2 Local Trunk (cont)

# 13.2.1 Local Trunk-Basic (Continued)

(2)

# C. Local Trunk-Basic and High Capacity Inbound Service Rates and Charges

Monthly Recurring Charges	
Local Trunk - Basic Charge, per Trunk	
Per Call Option <u>1</u> /	\$18.20
Flat Rate Option Analog Digital	\$43.60 \$43.60
Per Minute Option <u>1</u> /	\$18.20
Optional Features	
Interim Local Number Portability Digital Interface Channelization, Charge (per channel) Call Number Delivery Blocking Selective \$ 0.00 Remote Call Forwarding \$20.00	\$ 0.00/Number \$ 0.00
(Per each line path) Overflow Routing	\$20.00

# (3) Usage Rates

The rates in section 13.3 will apply.

1/Effective April 1, 2001, this calling option will no longer be available to new subscribers.

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

÷

I

i

## SECTION 13 - MCI WORLDCOM ON-NET LOCAL EXCHANGE SERVICE

- 13.2 Local Trunk (Continued)
  - 13.2.2 Local Trunk

Direct Inward Dialing (DID): Provides the Customer with a single analog or digital connection that can carry one-way, inbound traffic.  $\underline{1}$ /

#### A. Direct Inward Dialing Numbers

Telephone numbers can be obtained in blocks of 20 numbers. Additional monthly charges will apply, as specified in Section 13.2.2.B.(2).

### B. Optional Features

A Local Trunk DID Customer may order the following optional features, at the rates specified in Section 13.2.2.C.

#### Interim Local Number Portability (ILNP)

Digital Interface - Digital Interface provides a DS-1 digital transmission facility operating at 1.544 Mbps and time division multiplexed into 24 channels for the connection of Basic [DID] trunks to the Customer's PBX or trunk-capable Key System. Digital Interface can be used to carry one-way outbound traffic, one-way Inbound or two-way traffic, Direct Inward Dialing, or a combination thereof. Applicable Non-Recurring and Recurring charges can be found in Sections 13.2.2.C.(1) and 13.2.2.C.(2).

Remote Call Forwarding (RCF) Overflow Routing

1/ Effective April 1, 2001 analog DID and analog 2 Way Direct service will not be available to new subscribers.

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

I

### SECTION 13 - MCI WORLDCOM ON-NET LOCAL EXCHANGE SERVICE

- 13.2 <u>Local Trunk</u> (Continued)
  - 13.2.2 Local Trunk (Continued)
    - C. <u>Direct Inward Dialing and High Capacity Inbound Service Rates and Charges</u>: A Customer who orders a Local Trunk DID trunk and High Capacity Inbound Service will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified in Sections 13.2.2.C.(1) and 13.2.2.C.(2).
      - (1) <u>Non-Recurring Charges</u>

#### Installation

Initial Block of 20 DID Numbers	\$ 5.00
Each Addt'l Block of 20 DID Numbers (up to 100	0) \$ 5.00
Initial Block of 100 DID Numbers	\$170.50
Each Addt'l Block of 100 DID Numbers	\$170.50
Line Connection, per DID trunk	\$ 20.00
Account Setup, per account	\$ 0.00
Account Changes (moves, changes, additions)	\$ 10.50
Account Changes, per Billing Record Change	\$ 7.75
Line Restoral Charge, per Trunk	\$ 20.00

(Applies for trunk restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.)

Suspension of Service Restoral Charge, per Trunk \$20.50 (Applies for trunk restoral after Customer-initiated suspension.)

Order Expedite Charge (per T-1)	\$ 25.00
Due Date Change	\$ 10.00
(per occurrence) T-1 Order Expedite Charge (per T-1)	\$600.00
Local T-1 Installation Charge (per T-1)	\$200.00

ISSUED: November 26, 2003

İ.

į.

i.

ì

# SECTION 13 - MCI WORLDCOM ON-NET LOCAL EXCHANGE SERVICE

13.2 Local Trunk (Continued)

# 13.2.2 Local Trunk (Continued)

- C. <u>Direct Inward Dialing and High Capacity Inbound Service Rates and Charges</u> (Continued)
  - (2) Monthly Recurring Charges

Local Trunk - DID Charge, per trunk: Analog Digital DID number charge, per ea. block of 20 numbers Per Block of 100 numbers	\$ \$ \$ \$ \$	90.70 37.87 0.00 23.50
DID number charge (Per block of 1000 numbers after an initial purchase of 2000 numbers in a Metropolitan Statistical Area (MSA) from a single Company switch. <u>1</u> /	<b>\$2</b> ,	000.00
Interim Local Number Portability, per number Digital Interface Channelization Charge,	\$	0.00
per channel	\$ \$ 20.00	0.00
Overflow Routing	\$	20.00

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

<sup>1/</sup> This charge applies to orders placed on or after August 11, 2001.

I

# SECTION 13 - MCI WORLDCOM ON-NET LOCAL EXCHANGE SERVICE

- 13.2 Local Trunk (Continued)
  - 13.2.3 Local Trunk 2 Way Direct

Provides the customer with a two-way direct dial digital or analog connection which can carry both inbound and outbound traffic and the ability to route a block of numbers to a trunk group, receive outpulsed digits on incoming calls through that trunk group and make outgoing calls using the same trunks.  $\underline{1}/$ 

- A. 2 Way Direct Dialing Numbers: Telephone numbers can be obtained in blocks of 20 or 100 numbers. Non-Recurring Charges and monthly recurring charges will apply, as specified in Sections 13.2.3.B.(1) and 13.2.3.B.(2).
- B. 2 Way Direct and High Capacity Inbound Service Rates and Charges: A customer who orders a Local Trunk will be charged applicable Non-Recurring Charges, monthly Recurring Charges, and usage rates as specified in Sections 13.2.3.B.(1), 13.2.3.B.(2), and 13.3.

Features: The following features are available:

<u>Standard Features</u> Touchtone Calling Number Delivery Blocking – Selective Hunting (Circular, Sequential, and Uniform Call Distribution)

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

<sup>1/</sup> Effective April 1, 2001 analog DID and analog 2 Way Direct service will not be available to new subscribers.

- 13.2 Local Trunk (Continued)
  - 13.2.3 Local Trunk 2 Way Direct (Continued)
    - B. (Continued)

<u>Optional Features:</u> Interim Local Number Portability Calling Number Delivery Blocking (Complete) <u>1</u>/

Remote Call Forwarding (RCF)

Overflow Routing

Digital Interface Channelization Charge (Per Channel)

Digital Interface- Digital Interface provides a DS-1 digital transmission facility operating at 1.544 Mbps and time division multiplexed into 24 channels for the connection of Basic [DID] trunks to the Customer's PBX or trunk-capable Key System.

Digital Interface can be used to carry one-way outbound traffic, one-way Inbound or two-way traffic, Direct Inward Dialing, or a combination thereof. Applicable Non-Recurring and Recurring charges can be found in Sections 13.2.3.B.(1) and 13.2.3.B.(2).

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

<sup>1/</sup>Available only to Social Service and Law Enforcement Agencies (See Definitions Section – Caller ID Blocking/Calling Number Delivery Blocking).

- 13.2 Local Trunk (Continued)
  - 13.2.3 Local Trunk 2 Way Direct (Continued)
    - (1) Non-Recurring Charges

Installation	
Initial Block of 20 DID Numbers	\$ 5.00
Each Addt'l Block of 20 DID Numbers (up to 1000)	\$ 5.00
Initial Block of 100 DID Numbers	\$170.50
Each Addt'l Block of 100 DID Numbers	\$170.50
Line Connection, per DID trunk	\$ 20.00
Account Setup, per account	\$ 0.00
Account Changes (moves, changes, additions)	\$ 10.50
Account Changes, per Billing Record Change	\$ 7.75
Line Restoral Charge, per Trunk	\$ 20.00

(Applies for trunk restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.)

Suspension of Service Restoral Charge, per Trunk (Applies for trunk restoral after Customer-initiated suspension.)	\$ 20.50
Order Expedite Charge (per T-1)	\$ 25.00
Due Date Change (per occurrence)	\$ 10.00
T-1 Order Expedite Charge (per T-1)	\$600.00
Local T-1 Installation Charge (per T-1)	\$200.00

ISSUED: November 26, 2003

ł

13.2 Local Trunk (Continued)

# 13.2.3 Local Trunk - 2 Way Direct

B. (Continued)

(2)	Monthly Recurring Charges
	Local Trunk - DID Charge, per trunk
	Per Minute/Per Call Options 1/

St. Louis: Analog <u>2/</u> Digital	\$72.56 \$30.00
Flat Rate Option	
St. Louis: Analog <u>2</u> / Digital	\$90.70 \$37.87
DID number charge, per ea. block of 20 numbers Per Block of 100 numbers Interim Local Number Portability, per number Digital Interface Channelization Charge, per channel \$0.00 Calling Number Delivery Blocking – Complete <u>3</u> / Pamota Call Forwarding (PCE)	\$10.00 \$23.50 \$ 0.00 \$ 0.00
Remote Call Forwarding (RCF) Overflow Routing	\$20.00 \$20.00

2/ Effective April 1, 2001 analog DID and analog 2 Way Direct service will not be available to new subscribers.

3/ Available only to Social Service and Law Enforcement Agencies (See Definitions Section – Caller ID Blocking/Calling Number Delivery Blocking).

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

<sup>1/</sup> Effective April 1, 2001, this calling option will no longer be available to new subscribers.

.

### SECTION 13 - MCI WORLDCOM ON-NET LOCAL EXCHANGE SERVICE

- 13.2 Local Trunk (Continued)
  - 13.2.3 Local Trunk 2 Way Direct (Continued)
    - B. (Continued)
      - (2) Monthly Recurring Charges (Continued)

DID number charge (Per block of 1000 numbers after an initial purchase of 2000 numbers in a Metropolitan Statistical Area (MSA) from a single Company switch. <u>1</u>/ \$2,000.00

÷.

ì

1/ This charge applies to orders placed on or after August 11, 2001.

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

# SECTION 13 - MCI WORLDCOM ON-NET LOCAL EXCHANGE SERVICE

### 13.3 Usage Rates

All Local Exchange Service Customers must order service on a per call, per minute, or unlimited monthly usage basis. For Customers who elect the per call and per minute options, these rates will apply to all outgoing direct-dialed calls placed to stations within the caller's local exchange area, as defined herein. If the computed charge includes a fraction of a cent, the fraction is rounded to the nearest whole cent.

13.3.1 Per Call Usage Rate: 1/ \$0.07

#### 13.3.2 Per Minute Usage Rate 1/

The following rates will be applied on a per minute basis. Peak rates will apply from 8:00 a.m. through 5:00 p.m. Monday through Friday. Off-Peak rates will apply at all other times.

Peak		Off-Peak			
<u>1st Min</u>	Add'l Min	<u>1st Min</u>	<u>Add'l Min</u>		
\$ 0.044	\$ 0.014	\$ 0.033	\$ 0.011		

1/ Effective April 1, 2001, this calling option will no longer be available to new subscribers.

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

Т

# SECTION 13 - MCI WORLDCOM ON-NET LOCAL EXCHANGE SERVICE

#### 13.4 <u>Term Plan</u>

#### 13.4.1 MCI WorldCom On-Net Term Plan

The MCImetro ACCESS TRANSMISSION SERVICES, LLC On-Net Term Plan is a term plan, in lieu of all other tariffed Local Exchange Service term plans for customers who subscribe to MCImetro ACCESS TRANSMISSION SERVICES, LLC On-Net interstate service. Customers who enroll in this term plan must have their facilities based Company Local Exchange service usage billed to a single MCImetro ACCESS TRANSMISSION SERVICES, LLC On-Net invoice.

Customers subscribing to this term plan will receive discounts as set forth below, in lieu of all other tariffed term plans. The discounts will be applied to the following recurring charges: Local Line Charge, Local Trunk-Basic Charge, Local Trunk-DID Charge, Local Trunk-2 Way Direct Charge, DID/2 Way Direct Number Charge, Local ISDN PRI T-1 charge, as well as local service usage charges.

The Volume Commitment will be determined based upon the Qualifying Volume received by the Company, or any affiliate of the Company, from customer's facilities based Local Exchange service, as defined in Section 13.4.2 and the Qualifying Volume of customer's other telecommunications services.

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

i.

# SECTION 13 - MCI WORLDCOM ON-NET LOCAL EXCHANGE SERVICE

### 13.4 <u>Term Plan (Continued)</u>

13.4.1 <u>MCI WorldCom On-Net Term Plan (Continued)</u> Discounts: Customers will receive the following discounts applied to Eligible Volume charges and usage.

and usage.					
	Term Commitment/Discount				
Volume Commitment 1/	<u>1 year</u>	2 years	<u>3 years</u>	4 years	5 years
\$ 100 /month	5.0%	8.0%	11.0%	14.0%	17.0%
\$ 250 /month	5.0	8.0	11.0	14.0	17.0
\$ 500 /month	5.0	0.8	11.0	14.0	17.0
\$ 1,000 /month	10.0	13.0	16.0	19.0	22.0
\$ 2,000 /month	10.0	13.0	16.0	19.0	22.0
\$ 3,000 /month	10.0	13.0	16.0	19.0	22.0
\$ 4,000 /month	10.0	13.0	16.0	19.0	22.0
\$ 5,000 /month	12.0	15.0	18.0	21.0	24.0
\$ 7,000 /month	12.0	15.0	18.0	21.0	24.0
\$1,200 /annual	5.0	8.0	11.0	14.0	17.0
\$3,000 /annual	5.0	8.0	11.0	14.0	17.0
\$6,000 /annual	5.0	8.0	11.0	14.0	17.0
\$12,000 /annual 10.0	13.0	16.0	19.0	22.0	
\$24,000 /annual10.0	13.0	16.0	19.0	22.0	
\$36,000 /annual 10.0	13.0	16.0	19.0	22.0	
\$48,000 /annual 10.0	13.0	16.0	19.0	22.0	
\$60,000 /annual 12.0	15.0	18.0	21.0	24.0	
\$84,000 /annual12.0	15.0	18.0	21.0	24.0	
\$ 120,000 /annual	14.0	17.0	20.0	23.0	26.0
\$ 180,000 /annual	14.0	17.0	20.0	23.0	26.0
\$ 300,000 /annual	16.0	19.0	22.0	25.0	28.0
\$ 600,000 /annual	18.0	21.0	24.0	27.0	30.0
\$ 900,000/annual	21.0	24.0	27.0	30.0	30.0
\$1.2M/annual	24.0	27.0	30.0	30.0	30.0
\$1.8M/annuai	27.0	30.0	30.0	30.0	30.0
\$2.4M/annual	30.0	30.0	30.0	30.0	30.0

1/ Beginning October 27, 2000, monthly volume commitments will no longer be available to new customers.

ISSUED: November 26, 2003

### 13.4 <u>Term Plan</u> (Continued)

#### 13.4.2 Local MCI WorldCom On-Net Term Plan

The Local MCI WorldCom On-Net Term Plan is a term plan, in lieu of all other tariffed term plans, available to facilities based standalone local exchange service customers. Customers who subscribe to Local MCI WorldCom On-Net Term Plan are subject to the following conditions:

#### A. Definition of Terms

Qualifying Volume is the customer's total monthly recurring charges and usage of the following, after the application of promotional and other discounts: Local Line Charge, Local Trunk-Basic Charge, Local Trunk-DID Charge, Local Trunk-2 Way Direct Charge, DID/2 Way Direct Number Charges, Local ISDN PRI T-1 charge, recurring and non-recurring charges for Standard and Optional Features, as well as local service usage charges. Charges for the following are not included as Qualifying Volume and are not calculated in satisfaction of the Local MCI WorldCom On-Net Term Plan volume commitment: Non-Recurring charges for Local Line, Local Trunk-Basic, Local Trunk-DID, and Local Trunk-2 Way Direct; Directory Assistance usage; non-recurring and recurring charges for Directory Listings; Operator Assisted Surcharges (including Busy Line Verification and Busy Line Interrupt), and taxes.

Eligible Volume is the customer's total monthly recurring charges and usage of the following, after the application of promotional and other discounts: Local Line Charge, Local Trunk-Basic Charge, Local Trunk-DID Charge, Local Trunk-2 Way Direct Charge, DID/2 Way Direct Number Charges, Local ISDN PRI T-1 charge, as well as local service usage charges. Charges for the following are not included as Eligible Volume and will n ot receive Local MCI WorldCom On-Net Term Plan volume discounts: N on-Recurring charges for Local Line, Local Trunk-Basic, Local Trunk-DID, and Local Trunk-2 Way Direct; recurring and non-recurring charges for Standard and Optional Features; Directory Assistance usage; non-recurring and recurring charges for Directory Listings; Operator Assisted Surcharges (including Busy Line Verification and Busy Line Interrupt), and taxes.

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

### 13.4 <u>Term Plan</u> (Continued)

### 13.4.2 Local MCI WorldCom On-Net Term Plan (Continued)

B. Term Commitment and Renewal Options

A customer must commit to service for a term of either one, two, three, four, or five years. The term of service will commence no earlier than the first day of the next billing month in which the customer subscribes to the plan. A plan will automatically renew for an equivalent term and volume commitment upon expiration of its term unless the customer provides written notification to cancel the Local MCI WorldCom On-Net Term Plan, which must be received by the Company no more than 30 days after expiration of the existing term. If the customer cancels the existing term plan within 30 days after expiration of the existing term, the customer will receive the discounts for which the customer qualifies during the 30-day period following the expiration of the existing term of service.

#### C. Volume commitment

A customer may elect a Local MCI WorldCom On-Net Term Plan monthly volume commitment of one of the following amounts, calculated after the application of promotional and other discounts: \$100; \$250; \$500; \$1,000; \$2,000; \$3,000; \$4,000; \$5,000; \$7,000, or an annual volume commitment of one of the following amounts, calculated after the application of promotional and other discounts: \$1,200, \$3,000, \$6,000, \$12,000, \$24,000, \$36,000, \$48,000, \$60,000, \$84,000, \$120,000; \$180,000: \$300,000; \$600,000, \$900,000, \$1.2M, \$1.8M, and \$2.4M. The customer's volume commitment will be based upon the customer's Qualifying Volume. At any time during the term of service, a customer may elect a higher equivalent annualized volume commitment. If a customer so elects, the term of service expiration date will not change. The new volume commitment will apply beginning in the following month for monthly commitments and as of the beginning of the commitment year in which the new volume commitment is elected for annual commitments. The discounts associated with the new commitment volume level apply to charges and usage only from the new election date forward.

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

# 13.4 <u>Term Plan</u> (Continued)

#### 13.4.2 Local MCI WorldCom On-Net Term Plan (Continued)

#### D. Underutilization Charges

If at the end of any year of the term of service, a customer fails to satisfy its annual volume commitment, the customer must pay the difference between the customer's actual Qualifying Volume in that year and the annual volume commitment. If at the end of any month of the term of service, a customer fails to satisfy its monthly volume commitment, the customer must pay the difference between the customer's actual Qualifying Volume in that month and the monthly volume commitment.

#### E. Early Termination Charges

Cancellation of Discontinuance without Liability: If: (i) the customer's use of Local Exchange Service under a Local MCI WorldCom On-Net Term Plan equals or exceeds the Customer's equivalent annualized minimum volume commitment or monthly volume commitment and (ii) at the time of termination the customer is enrolled in a new Local MCI WorldCom On-Net Term Plan with a volume commitment which equals or exceeds the Customer's existing volume commitment, the customer may terminate service under Term Plan without liability as follows: (i) the customer may terminate service at any time during the last three months of the term of service if the customer's Local MCI WorldCom On-Net Term Plan's term commitment is one year: or (ii) the customer may terminate service if the customer may terminate service if the customer may terminate service if the customer may terminate service if the customer may terminate service if the customer may terminate service if the customer may terminate service if the customer may terminate service if the customer may terminate service if the customer may terminate service if the customer may terminate service if the customer may terminate service at any time during the last six months of the term of service if the customer is equal to or greater than two years.

Cancellation or Discontinuance with Liability: Discontinuance of all services furnished under the Local MCI WorldCom On-Net Term Plan prior to the expiration of the committed term of service constitutes discontinuance of the plan and the customer will be billed and required to pay an early termination charge equal to the Underutilization Charge for the year of termination plus 50% of all of each annual or monthly volume commitment for each year remaining in the unfulfilled term of service.

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

1

I.

T.

i

#### SECTION 13 - MCI WORLDCOM ON-NET LOCAL EXCHANGE SERVICE

### 13.4 <u>Term Plan</u> (Continued)

#### 13.4.2 Local MCI WorldCom On-Net Term Plan (Continued)

F. <u>Discounts</u>

Customers will receive the following discounts applied to Eligible Volume charges and usage.

-----Term Commitment/Discount-----Volume Commitment 1/ 1 year 2 years 3 years 4 years 5 years 0.0% 3.0% 6.0% 9.0% 12.0% \$ 100 /month \$ 250 /month 0.0 3.0 6.0 9.0 12.0 3.0 9.0 12.0 \$ 500 /month 0.0 6.0 11.0 14.0 17.0 \$ 1,000 /month 5.0 8.0 \$ 2,000 /month 5.0 8.0 11.0 14.0 17.0

	0.0	0.0			
\$ 3,000 /month	5.0	8.0	11.0	14.0	17.0
\$ 4,000 /month	5.0	8.0	11.0	14.0	17.0
\$ 5,000 /month	7.0	10.0	13.0	16.0	19.0
\$ 7,000 /month	7.0	10.0	13.0	16.0	19.0
\$ 1,200 /annual	0.0	3.0	6.0	9.0	12.0
\$ 3,000 /annual	0.0	3.0	6.0	9.0	12.0
\$ 6,000 /annual	0.0	3.0	6.0	9.0	12.0
\$ 12,000 /annual	5.0	8.0	11.0	14.0	17.0
\$ 24,000 /annual	5.0	8.0	11.0	14.0	17.0
\$ 36,000 /annual	5.0	8.0	11.0	14.0	17.0
\$ 48,000 /annual	5.0	8.0	11.0	14.0	17.0
\$ 60,000 /annual	7.0	10.0	13.0	16.0	19.0
\$ 84,000 /annual	7.0	10.0	13.0	16.0	19.0
\$ 120,000 /annual	9.0	12.0	15.0	18.0	21.0
\$ 180,000 /annual	9.0	12.0	15.0	18.0	21.0
\$ 300,000 /annual	11.0	14.0	17.0	20.0	23.0
\$ 600,000 /annual	13.0	16.0	19.0	22.0	25.0
\$ 900,000/annual	16.0	19.0	22.0	25.0	25.0
\$1.2M/annual	19.0	22.0	25.0	25.0	25.0
\$1.8M/annual	22.0	25.0	25.0	25.0	25.0
\$2.4M/annual	25.0	25.0	25.0	25.0	25.0

1/ Beginning O ctober 27, 2000, m onthly v olume c ommitments will n o l onger b e a vailable to n ew customers.

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

ŝ

ł.

1

ī.

÷

1

# SECTION 13 - MCI WORLDCOM ON-NET LOCAL EXCHANGE SERVICE

\_

[This Page is Reserved for Future Use]

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

[This Page is Reserved for Future Use]

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

#### 13.6 <u>Miscellaneous Services</u>

#### 13.6.1 Directory Assistance

A. The Customer will be allowed to make up to 3 calls per month to Directory Assistance at no charge. Each call to Directory Assistance thereafter will be charged as follows:

Per Call \$0.48

The Customer may request a maximum of two telephone numbers per call to Directory Assistance service.

- B. A credit will be given for calls to Directory Assistance as follows:
  - The Customer experiences poor transmission or is cut-off during the call; or
  - The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify its Customer Service representative.

÷

# SECTION 13 - MCI WORLDCOM ON-NET LOCAL EXCHANGE SERVICE

#### 13.6 <u>Miscellaneous Services (Continued)</u>

#### 13.6.2 Operator Assistance

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. In addition to the rates specified in the preceding Sections 13.1 - 13.6, surcharges as specified in (A) will apply:

<u>Third Number Billing</u>: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

<u>Collect Calls</u>: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

<u>Calling Cards</u>: Provides the Customer with the capability to place a call using a calling card of an Interexchange Carrier with or without the assistance of an operator.

<u>Person to Person</u>: Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.

<u>Station to Station</u>: Calls complete with the assistance of an operator to a particular Station. The call may be billed to the called party.

#### 13.6 <u>Miscellaneous Services (Continued)</u>

#### 13.6.2 Operator Assistance (Continued)

<u>General Assistance</u>: The Customer has the option to request general information from the operator, such as dialing instructions, country or city codes, area code information and Customer Service 8XX telephone numbers, but does not request the operator to complete the call.

A. <u>Operator Assisted Surcharges</u>: The following surcharges will be applied on a per call basis.

Third Number Billing		\$ 2.40
Collect Calling		\$ 1.00
Person to Person		\$ 2.40
Station to Station (Operator Assist)		\$ 1.10
General Assistance	N/C	

B. <u>Busy Line Verification and Interrupt Service</u>: Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:

### 13.6 <u>Miscellaneous Services</u> (Continued)

### 13.6.2 Operator Assistance (Continued)

- B. Busy Line Verification and Interrupt Service (Continued)
  - (1) Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.
  - (2) Busy Line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.
  - (3) Rates: Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:
    - (a) The operator verifies that the line is busy with a call in progress.
    - (b) The operator verifies that the line is available for incoming calls.
    - (c) The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. Both the interrupt and verification charges will apply.

#### Per Request

Busy Line Verification	\$ 1.20
Busy Line Interrupt	\$ 1.85

#### 13.6 <u>Miscellaneous Services</u> (Continued)

#### 13.6.3 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area, of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.

- A. The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clarity of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- B. The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, contains obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing that is found to be in violation of its rules with respect thereto.

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

- 13.6 <u>Miscellaneous Services</u> (Continued)
  - 13.6.3 Directory Listings (Continued)
    - C. Each listing must be designated government or business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section. The Company, upon notification to the Customer, will withdraw any listing that is found to be in violation of its rules with respect thereto.
    - D. In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
    - E. Directory listings are provided in connection with each Customer service as specified herein.
      - (1) <u>Primary Listing</u>: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.

- 13.6 <u>Miscellaneous Services</u> (Continued)
  - 13.6.3 Directory Listings (Continued)
    - E. (Continued)
      - (2) <u>Additional Listings</u>: In connection with business service, a dditional listings are available only in the names of Authorized Users of the Customer's service, as defined herein. Rates for additional listings are specified in Section 7 and 8.
      - (3) <u>Nonpublished Listings</u>: Listings that are not printed in directories nor available from Directory Assistance.

A Nonpublished Telephone Service will be furnished, at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records. Rates for Nonpublished Listings are specified in Section 7 and 8.

(4) <u>Nonlisted Numbers</u>: A Nonlisted number will be furnished, at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party. Rates for Nonlisted Listings are specified in Section 7 and 8.

### 13.6 <u>Miscellaneous Services</u> (Continued)

- 13.6.3 Directory Listings (Continued)
  - E. (Continued)
    - (5) <u>Foreign Listings</u>: Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listing.
    - (6) <u>Alternate Call Listings</u>: Where available, a listing which references a telephone number which is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls. Rates for alternate call listings are specified in Section 7 and 8.

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004
i

1

## SECTION 13 - MCI WORLDCOM ON-NET LOCAL EXCHANGE SERVICE

## 13.6 <u>Miscellaneous Services</u> (Continued)

- 13.6.3 Directory Listings (Continued)
  - E. (Continued)
    - (7) <u>Non-Recurring Charges</u>: Non-Recurring Charges associated with Directory Listings are as follows:

	Non-Recurring 1/
Primary Listing	N/C
Additional Listing	\$ 9.50
Non-Listed Number	\$ 6.00
Non-Published Number	\$ 6.00

(8) <u>Recurring Charges</u>: Monthly Recurring Charges associated with Directory Listings are as follows:

	Monthly 1/
Primary Listing	N/C
Additional Listing	\$ 2.45
Non-Listed Number (Per Number)	\$ 1.20
Non-Published Number \$1.60	
Alternate Call Listing	\$ 2.45

 $\underline{1}$  (per listing or per number)

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

i

T

I

ł

## SECTION 13 - MCI WORLDCOM ON-NET LOCAL EXCHANGE SERVICE

### 13.6 <u>Miscellaneous Services</u> (Continued)

#### 13.6.4 Emergency Services (Enhanced 911)

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

#### 13.6.5 Vanity Telephone Numbers

At the request of the Customer, the Company may assign a telephone number with the last four digits selected by the Customer.

The following charges will apply for Vanity Telephone Numbers:

Non-Recurring, per numberMonthly Recurring, per number\$ 30.00\$ 2.00

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

## 13.6 <u>Miscellaneous Services</u> (Continued)

### 13.6.6 <u>Telecommunications Relay Service (TRS)</u>

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

### 13.6.7 Presubscription

PIC-2 allows Customers to presubscribe to their carrier of choice for intraLATA toll calls, without dialing the Access Code. The following charge applies each time the Customer requests a change to their intraLATA PIC. This charge applies per line or per trunk for each Local Line or Local Trunk PIC change requested, subsequent to the initial designation:

PIC-2 Change, per line or per trunk \$1.49

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

### 13.7 Foreign Exchange (FX) Service

## 13.7.1 Description

FX Service enables a Customer to receive Company-provided Exchange Access Service at a point outside the Local Exchange Service Area that normally serves the customer's location. FX service can be used to receive one-way inbound digital traffic only. Customers subscribing to FX service must purchase an entire T-1 and meet the following conditions: 1) 100 percent of the traffic carried must be inbound local; and 2) the average off-hook time per call is more than ten minutes.

The Local Exchange Calling Area and all Usage Services rates which apply to a FX Exchange Access Service are the same as those which regularly apply to other Companyprovided Exchange Access Services bearing the same NPA-NXX designation.

Customers are prohibited from using FX service to place outbound calls including, but not limited to "911" emergency numbers. This restriction is required in order to assure that emergency calls are routed to the Public Safety Answering Point serving the geographical area associated with the Customer's telephone number. The Company strongly recommends that each Customer maintain at least one telephone exchange service access line bearing an NPA-NXX designation associated with the Customer's actual geographic location for emergency use.

FX Service customers are not eligible to enroll in the On-Net Term Plan or Local On-Net Term Plan discount programs.

# 13.7 <u>Foreign Exchange (FX) Service</u> (Continued)

- 13.7.1 <u>Description</u> (Continued)
- A. Features

The following features are available:

<u>Standard</u> Hunting (Circular, Sequential and Uniform Call Distribution) Touchtone

Optional Vanity Number

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

ŝ

ì

## SECTION 13 - MCI WORLDCOM ON-NET LOCAL EXCHANGE SERVICE

# 13.7 <u>Foreign Exchange (FX) Service</u> (Continued)

## 13.7.1 <u>Description</u> (Continued)

## B. FX Service Rates and Charges

A FX service customer will be charged applicable non-recurring charges and monthly recurring charges as specified in Sections 13.7.1.B.(1) and 13.7.1.B.(2), respectively. DID functionality and blocks of DID numbers will be available at no additional charge for up to a 100 DID numbers. Charges for volume of DID numbers greater than 100 will apply as specified in Section 13.2.2.

#### (1) Non-Recurring Charges

Account Setup, per account	\$ 0.00
Account Changes, per Billing Record Changes	\$ 7.75
Account Changes (Moves, Changes, Additions,	
Per Change)	\$ 10.50
Line Restoral Charge, per trunk	\$ 20.00

(Applies for trunk restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.)

Suspension of Service Restoral Charge, per trunk	\$ 20.50
(Applies for trunk restoral after Customer- initiated suspension.)	
Due Date Change (per occurrence)	\$ 10.00
T-1 Order Expedite Charge (per T-1)	\$600.00
Local T-1 Installation Charge (per T-1)	\$200.00
<u>Optional Features</u> Vanity Number	\$ 30.00

. . .

# SECTION 13 - MCI WORLDCOM ON-NET LOCAL EXCHANGE SERVICE

# 13.7 <u>Foreign Exchange (FX) Service</u> (Continued)

13.7.1 <u>Description</u> (Continued)

## B. FX Service Rates and Charges (Continued)

(2) Monthly Recurring Charges

FX Charge Trunk Charge, per trunk	\$25.00
Digital	\$100.00

Optional Features	
Vanity Number	\$ 2.00

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

ţ

# 13.7 <u>Foreign Exchange (FX) Service</u> (Continued)

- 13.7.1 <u>Description</u> (Continued)
- C. Term Plans

The FX Service Term Plan is a term plan, in lieu of all other tariffed term plans, available to FX Service customers. Customers who subscribe to FX Service Term Plan are subject to the following conditions:

## Definition of Terms:

Qualifying Volume is the customer's total monthly recurring FX Service Digital Per Trunk charge, monthly recurring FX charge, monthly recurring charges for FX Service Optional Features and monthly recurring charges for Local ISDN-PRI Optional Features, after the application of promotional and other discounts. Charges for the following are not included as Qualifying Volume and are not calculated in satisfaction of the FX Service Term Plan volume commitment: Non-recurring charges for FX Service; non-recurring charges for FX Service Optional Features; non-recurring charges for Local ISDN-PRI, and taxes.

Eligible Volume is the customer's total monthly recurring FX Service Digital Per Trunk charge and FX charge, after the application of promotional and other discounts. Charges for following are not included as Eligible Volume and will not receive FX Service Term Plan volume discounts: Non-recurring charges for FX Service; non-recurring and monthly recurring charges for FX Service Optional Features; non-recurring and monthly recurring charges for Local ISDN-PRI Optional Features, and taxes.

## 13.7 <u>Foreign Exchange (FX) Service</u> (Continued)

- 13.7.1 <u>Description</u> (Continued)
- C. <u>Term Plans</u> (Continued)

Term Commitment and Renewal Options: A customer must commit to a service for a term of either one, two, three, four, or five years. The term of service will commence no earlier than the first day of the next billing month in which the customer subscribes to the plan. A plan will automatically renew for an equivalent term and volume commitment upon expiration of its term unless the customer provides written notification to cancel the FX Service Term Plan, which must be received by the Company no more than 30 days after expiration of the existing term. If the customer cancels the existing term plan within 30 days after expiration of the existing term, the customer will receive the discounts for which the customer qualifies during the 30-day period following the expiration of the existing term of service.

Volume Commitment: A customer may elect a FX Service Term Plan monthly volume commitment of one of the following amounts, calculated after the application of promotional and other discounts: \$100; \$250; \$500; \$1,000; \$2,000; \$3,000; \$4,000; \$5,000; \$7,000, or an annual volume commitment of the following amounts, calculated after the application of promotional and other discounts: \$120,000; \$180,000; \$300,000; \$600,000; \$900,000; \$1.2 million; \$1.8 million, \$2.4 million. The customer's volume commitment will be based upon the customer's Qualifying Volume. At any time during the term of service, a customer may elect a higher equivalent Annualized volume commitment. If a customer so elects, the term of service expiration date will not change. The new volume commitment will apply beginning in the following month for monthly commitment is elected for annual commitments. The discounts associated with the new commitment volume level apply to charges and usage only from the new election date forward.

Underutilization Charges: If at the end of any year of the term of service, a customer fails to satisfy its annual volume commitment, the customer must pay the difference between the customer's actual Qualifying Volume in that year and the annual volume commitment. If at the end of any month of the term of service, a customer fails to satisfy its monthly volume commitment, the customer must pay the difference between the customer's actual Qualifying Volume in that year and the annual volume commitment. If at the end of any month of the term of service, a customer fails to satisfy its monthly volume commitment, the customer must pay the difference between the customer's actual Qualifying Volume in that month and the monthly volume commitment.

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

- 13.7 Foreign Exchange (FX) Service (Continued)
  - 13.7.1 Description (Continued)
  - C. <u>Term Plans</u> (Continued)

### Early Termination Charges:

Cancellation of Discontinuance without Liability: If; (I) the customer's use of FX Service under a FX Service Term Plan equals or exceeds the customer's equivalent annualized minimum volume commitment or monthly volume commitment and (II) at the time of termination the customer is enrolled in a new FX Service Term Plan with a volume commitment which equals or exceeds the customer's existing volume commitment, the customer may terminate service under Term Plan without liability as follows: (I) the customer may terminate service at any time during the last three months of the term of service if the customer's FX Service Term Plan's term commitment is one year: or, (II) the customer may terminate service at any time during the last six months of the term of service if the customer's new FX Service Term Plan's term commitment if equal to or greater than two years.

Cancellation or Discontinuance with Liability: Discontinuance of all services furnished under the FX Service Term Plan prior to the expiration of the committed term of service constitutes discontinuance of the plan and the customer will be billed and required to pay an early termination charge equal to the Underutilization Charge for the year of termination plus 50% of all of each annual or monthly volume commitment for each year remaining in the unfulfilled term of service.

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

- 13.7 Foreign Exchange (FX) Service (Continued)
  - 13.7.1 Description (Continued)
  - C. <u>Term Plans</u> (Continued)

Discounts: Customer will receive the following discounts applied to Eligible Volume charges and usage.

Term Commitment/Discount					
Volume Commitment	<u>1 year</u>	2 years	3 years	4 years	5 years
\$100 /month	0.0%	3.0%	6.0%	9.0%	12.0%
250 /month	0.0	3.0	6.0	9.0	12.0
500 /month	0.0	3.0	6.0	9.0	12.0
1,000 /month	5.0	8.0	11.0	14.0	17.0
2,000 /month	5.0	8.0	11.0	14.0	17.0
3,000 /month	5.0	8.0	11.0	14.0	17.0
4,000 /month	5.0	8.0	11.0	14.0	17.0
5,000 /month	7.0	10.0	13.0	16.0	19.0
7,000 /month	7.0	10.0	13.0	16.0	19.0
120,000 /annual9.0	12.0	15.0	18.0	21.0	
180,000 /annual9.0	12.0	15.0	18.0	21.0	
300,000 /annual11.0	14.0	17.0	20.0	23.0	
600,000 /annual13.0	16.0	19.0	22.0	25.0	
900,000 /annual16.0	19.0	22.0	25.0	25.0	
1.2M /annual	19.0	22.0	25.0	25.0	25.0
1.8M /annual	22.0	25.0	25.0	25.0	25.0
2.4M /annual	25.0	25.0	25.0	25.0	25.0

## 13.8 Local ISDN Primary Rate Interface (Local ISDN PRI)

Local ISDN-PRI is an alternative arrangement for individual local exchange services such as Local Trunk Basic and Local Trunk DID. Local ISDN-PRI is provisioned at the 1.544 Mbps rate via the Primary Rate Interface standard of the Integrated Services Digital Network (ISDN). Local ISDN-PRI provides the Customer with the capabilities of simultaneous access, transmission and switching of voice, data and imaging services via channelized transport.

13.8.1 Local ISDN-PRI Service Arrangement - One or more Service Configurations can be combined to create a Local ISDN-PRI Service Arrangement. Customers may have multiple Local ISDN-PRI Service Arrangements per location, however for each Service Arrangement one Service Configuration 1 must be included. The controlling D channel will always reside on Service Configuration 1.

The D channel is a 64 Kbps channel that carries signaling and control for the B channels. The capabilities of the D channel are contained within the customer's Service Configuration.

The ISDN Digital Facility is ordered separately and not included as part of the Service Configuration.

- 13.8.1.1 <u>Service Configuration 1</u> The first Service Configuration for any Local ISDN-PRI Service Arrangement must be a Service Configuration 1. Service Configuration 1 provides twenty-three (23) 64 Kbps B channels and one (1) primary 64 Kbps D signaling channel. The primary D channel is an-out-of band signaling channel used to control and route all of the B channel traffic within the Local ISDN-PRI Service Arrangement.
- 13.8.1.2 Service Configuration 2 This configuration is only available in conjunction with Service Configuration 1. It provides an additional twenty-four (24) 64 Kbps B channels which are controlled by the D channel on Service Configuration 1. Multiple Service Configuration 2s may be associated with a Service Configuration 1 subject to switching equipment limitations.

The bearer (or B) channels are used for information transfer between users. B channels provide the same features as Local Trunk Basic and Local Trunk DID. To receive the DID capability, customers must order separately DID telephone numbers, as found in Section 13.2.2 preceding.

ISSUED: November 26, 2003

# 13.8 Local ISDN Primary Rate Interface (Local ISDN PRI) (Continued)

### 13.8.1 Local ISDN-PRI Service Arrangement (Continued)

13.8.1.3 <u>Service Configuration 3</u> - This configuration is also only available to subscribers who have a Service Configuration 1. It provides a backup 64 Kbps D channel and twenty-three (23) additional 64 Kbps B channels. The backup D channel will control and route all of the B channel traffic of a single PRI Service Arrangement in the event the D channel on the primary configuration (Service Configuration 1) fails. A maximum of one Service Configuration 3 may be included with each Local ISDN-PRI Service Arrangement. Service Configuration 3 is available subject to switching equipment capabilities.

The bearer (or B) channels are used for information transfer between users. B channels provide the same features as Local Trunk Basic and Local Trunk DID. To receive the DID capability, customers must order separate DID telephone numbers, as found in Section 13.2.2 preceding.

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

I.

# SECTION 13 - MCI WORLDCOM ON-NET LOCAL EXCHANGE SERVICE

## 13.8 Local ISDN Primary Rate Interface (Local ISDN PRI) (Continued)

13.8.2 <u>Optional Features:</u> In addition to providing Local Exchange Services specified above, Local ISDN-PRI can be configured to support the following optional advanced ISDN features:

<u>Call-by-Call Service Selection</u>: Allows B channels to be shared between multiple services carried over a single PRI Local Serving Arrangement.

<u>Calling Number Delivery</u>: Allows the customer to receive the originating caller's working telephone number provided this information is forwarded to the Company by the caller's Local Exchange and/or Long Distance Carrier.

Remote Call Forwarding (RCF) Overflow Routing

Feature Package 1 includes call by Feature and Calling number Delivery.

#### 13.8.3 Local ISDN-Primary Rate Interface (Local ISDN-PRI) Rates and Charges:

Non-Recurring and Monthly Recurring Charges as specified below apply per T-1 unless otherwise noted. The Local ISDN PRI T-1 non-recurring and recurring charges include Service Configuration and B Channel Service charges. Customers subscribing to DID capability will be assessed DID number charges as specified in Section 13.2.2.

### 13.8.3.1 Non-Recurring Charges

Service Reconfiguration Charge <u>1</u> /	\$ 50.00
Local ISDN PRI T-1 Installation (Per T-1)	\$200.00

EFFECTIVE: January 1, 2004

<sup>&</sup>lt;u>1</u>/ Applies for each Service Configuration affected. i.e., if the Service Reconfiguration will affect one Service Configuration 1 and three Service Configuration 2s, four (4) Service Reconfiguration Charges would apply.

j.

# SECTION 13 - MCI WORLDCOM ON-NET LOCAL EXCHANGE SERVICE

## 13.8 Local ISDN Primary Rate Interface (Local ISDN PRI) (Continued)

### 13.8.3 Local ISDN-Primary Rate Interface (Local ISDN-PRI) Rates and Charges (Continued)

### 13.8.3.1 Non-Recurring Charges (Continued)

Account Setup, per account	\$ 0.00
Account Changes, (Moves, Changes, Additions,	
per change)	\$ 10.50
Account Changes, per Billing Record Change \$	7.75
Line Restoral Charge, per trunk	\$ 20.00

Applies for trunk restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.

Suspension of Service Restoral Charge, per trunk	\$ 20.50
(Applies for trunk restoral after Customer-initiated sus	spension.)
Due Date Change	\$ 10.00
(per occurrence)	
T-1 Order Expedite Charge	\$600.00
(per T-1)	

Optional Features:

Non-Recurring Optional Feature charges are assessed once per customer location regardless of the number of arrangements or Service Configurations installed.

	Per Location
Call-by-Call Option	\$ 10.00
Calling Number Delivery	\$100.00
Feature Package 1	\$105.00
(Includes Call-by-Call	
& Calling Number Delivery.)	

ISSUED: November 26, 2003

# 13.8 Local ISDN Primary Rate Interface (Local ISDN PRI) (Continued)

## 13.8.3 Local ISDN-Primary Rate Interface (Local ISDN-PRI) Rates and Charges (Continued)

13.8.3.2 Monthly Recurring Charges

Per T-1	
local ISDN PRI T-1 Flat Rate Option	\$1,600.00
Local ISDN PRI T-1 Per Minute/Per Call	
Options <u>1</u> /	\$ 400.00

## **Optional Features:**

Recurring Optional Feature charges are assessed once per customer location regardless of the number of arrangements or Service Configurations installed.

# Per Location

Call-by-Call Option	\$375.00
Calling Number Delivery	\$100.00
Feature Package 1 (Includes Cali-by-Call & Calling Number Delivery.)	\$425.00
Remote Call Forwarding (per line path)	\$20.00
Overflow Routing	\$20.00

13.8.3.3 <u>Usage Charges:</u> The rates and charges specified in Section 13.8.3.2 for Flat Rate Option will apply to circuit switched voice and data calls. The rates specified in Section 13.3 will apply for customers selecting the per minute or per call option.

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

<sup>1/</sup>Effective April 1, 2001, this calling option will no longer be available to new subscribers.

### 13.9 <u>Miscellaneous Services (Continued)</u>

Local and Long Distance Service Plus Plan/Local and long Distance Service-Trunk Solution/Local and Long Distance Service Line- Solution II

Eligibility: To be eligible for this plan, the customer:

must designate the Company as its local exchange service carrier and the Company both as its interexchange service carrier for interstate and intrastate calling and as its carrier for intraLATA toll calling;

must subscribe to the Local and Long Distance Service Plus Plan as described in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at www.worldcom.com; ("Companion Interstate Service") and must subscribe to the Local and Long Distance Service Plus Plan offered in the MCImetro ACCESS TRANSMISSION SERVICES, LLC PSC Tariff No.3("Companion Intrastate Service").

must subscribe to service under Special Customer Arrangement SCA Guide Types 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 as described in The Guide.

Non-recurring Charges: Applicable non-recurring charges apply to services under this program as specified 13.1, 13.2 and 13.8.

#### Monthly Recurring Charges:

A monthly recurring charge will apply for each Offering under this plan. This charge is identical to, and shall not be in addition to, any monthly recurring charge applicable to Companion Interstate Service or Companion Intrastate Service. Offering A is available on a per-Local Line basis, Offering B is available on a per-Local Trunk basis and Offering C is available on a per-T-1 or ISDN-PRI basis. The following Monthly recurring charges apply:

Offering Monthly Recurring Charge (per line, trunk, T-1 or ISDN- PRI)

A	\$ 55.00
В	\$ 65.00
С	\$1400.00

#### Benefits:

Upon installation of Companion Intrastate Service, Companion Interstate Service and Local Service, customers will receive unlimited local exchange service usage.

#### Features:

The following optional features are available for Local Line service under this plan in addition to the Local Line Standard Features. Applicable non-recurring and monthly recurring charges will apply to optional features as specified in section 13.1.3, except that the Feature Package 1 and Feature Package 2 monthly recurring charges which are specified within this program.

Features and applicable feature charges for Local Trunk-Basic, Local Trunk-DID, Local Trunk-2 Way Direct and ISDN-PRI are available as described in Sections 13.2.1, 13.2.2, 13.2.3, 13.8. Blocks of telephone numbers can be obtained in blocks of 20 DID numbers for Local Trunk-DID and Local Trunk-2 Way Direct service.

### 13.9 <u>Miscellaneous Services (Continued)</u>

Local and Long Distance Service Plus Plan/Local and long Distance Service-Trunk Solution/Local and Long Distance Service Line-Solution II (Continued)

Local Line Optional Features Feature Package 1 Feature Package 2 Call Waiting/Cancel Call Waiting Caller ID with name and Number Remote Call Forwarding Vanity Number

Monthly Recurring Charge

Feature Package 1	\$3.50
Feature Package 2	\$6.50
DID/2 Way Direct Numbers	\$6.25
(per each block of 20 numbers)	

<u>Discounts</u>: These discounts are identical to, and shall not be in addition to, discounts applicable to Companion Intrastate Service and Companion Interstate Service.

A Customer with a one-year contract who subscribes to service under SCA Type 1, 2, 3, 4, 5, 6, 7 or 8 and who, at the expiration of the initial term, renew their contract for a second one-year period will receive a 5 percent discount applied to monthly recurring plan charges, monthly recurring feature and feature package charges incurred during the second year, in lieu of all other discounts. The 5 percent discount will remain in place for each subsequent year that the customer renews service.

In lieu of the 5 percent discount above a customer with a one-year contract who, at the expiration of the initial term, renew their contract for a second one-year period will receive a 10 percent discount applied to monthly recurring plan charges, monthly recurring feature and feature package charges incurred during the s econd y ear, in lieu of all o ther discounts. This discount is in r esponse to competitive marketplace conditions and to be eligible for this discount the existing or prospective Customer must demonstrate to the Company's reasonable satisfaction that it will accept another exchange carrier's offer in absence of any further inducement to subscribe, or remain subscribed to the Company's exchange service. The 10 percent discount will remain in place for each subsequent year that the customer renews service.

EFFECTIVE: January 1, 2004

ł

i

## SECTION 13 - MCI WORLDCOM ON-NET LOCAL EXCHANGE SERVICE

### 13.9 <u>Miscellaneous Services (Continued)</u>

Local and Long Distance Service Plus Plan/Local and Long Distance Service-Trunk Solution/Local and Long Distance Service Line - Solution II (Continued)

<u>Termination of Service</u>: The following provisions will apply to customers who terminate service, continue to maintain a Company account, and do not subscribe to other service offerings under this tariff:

For existing customers who disconnect Companion Local Service only under this tariff, Companion Interstate Service offered under The Guide and Companion Intrastate Service offered in MCImetro ACCESS TRANSMISSION SERVICES, LLC PSC Tariff No.3 will terminate and the customer will be automatically re-subscribed to the service offering under this tariff and The Guide to which the customer subscribed at the time of subscription to this plan.

For existing customers who disconnect Companion Local Service under this tariff and Companion Intrastate Service offered in MCImetro ACCESS TRANSMISSION SERVICES, LLC PSC Tariff No.3, Companion Interstate Service under The Guide and Companion Intrastate Service will terminate and the customer will then be automatically re-subscribed to the service offering under The Guide to which the customer subscribed at the time of subscription to this plan.

For new customers who disconnect Companion Local Service under this tariff, Companion Interstate Service under The Guide and Companion Intrastate Service offered in MCImetro ACCESS TRANSMISSION SERVICES, LLC PSC Tariff No.3 will terminate and the customer will be automatically subscribed to WorldCom On Net Voice Services Option 1 under The Guide and MCI WorldCom On-Net Service-Voice under MCImetro ACCESS TRANSMISSION SERVICES, LLC Tariff No.3.

For new customers who disconnect Companion Local Service under this tariff and Companion Intrastate Service offered in MCImetro ACCESS TRANSMISSION SERVICES, LLC PSC Tariff No.3, Companion Interstate Service under The Guide and Companion Intrastate Service under this tariff will terminate and the customer will be automatically subscribed to WorldCom On Net Voice Services Option 1 under The Guide.

#### Other Conditions:

Services under this plan are not eligible to receive the benefits of any discounts or promotions including any term plan discounts.

Customers who subscribe to service via a company-designated Internet site will receive Electronic Billing invoicing only.

The following disclaimers apply to Stand Alone Local Plus Program Line-based Service in addition to those set forth in the Service Attachment. Customer understands that use of the Service is restricted in the following manner: (i) Customer is limited to 30 lines per location, (ii) Customer may not utilize auto-dialers or any similar type of device in connection with the Service; and (iii) Customer may not utilize the Service in any call center environment or in connection with any similar such application. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT ANY VIOLATION OF THE FOREGOING RESTRICTIONS ON ITS USE OF THE SERVICE WILL RESULT IN THE IMMEDIATE TERMINATION OF THE SERVICE BY MCImetro. MCImetro will install the Line-based Service from the point of the local exchange carrier's smart-jack to the Customer's premises. Customer will be responsible for all inside wiring and special construction charges."

### 13.10 Local Nationwide One Program

The Local Nationwide One Program is available to existing facilities-based business customers who order a new T-1 of Digital Local Trunk-Basic, Digital Local Trunk-DID, Digital Local Trunk-2 Way Direct and/or Local ISDN-PRI service (Program Service). To be eligible for this program, an existing customer must be an existing subscriber to an On-Net Term Plan or Local On-Net Term Plan (Term Plan).

Benefits: Enrolled Customers may select a metered plan or flat rate plan per each location. The following monthly recurring charge (Program Charge) per T-1 will apply for the length of the customers term commitment based on the plan selected:

Monthly Recurring Charge (Per T-1) Local Trunk-Basic, Local Trunk-DID and Local Trunk-2 Way

Metered Plan	\$209.32
Flat Plan	\$564.32
Local ISDN-PRI	
Metered Plan	\$241.00
Flat Plan	\$596.00

Customers selecting the Metered Plan will receive the following program monthly usage rates:

<u>1<sup>st</sup> Minute</u>	Additional Minute
\$0.0158	\$0.0095

The Program Charge is in lieu of the standard tariffed monthly recurring charges for Program Service, usage charges, and any other local promotions or programs.

<u>Other Conditions:</u> Customers enrolled in the metered Plan who have more than 70% of their traffic carried via inbound local and have an average off-hook time per call of more than ten minutes are not eligible to receive this program.

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

#### 13.11 Local Plus Program

Eligibility: To be eligible for this program, customers:

must subscribe to service under Special Customer Arrangement (SCA) Guide Type 1, 2, 3, 4, 5, 6, 7, 8, 9, 13, 14, 15, 16 as described in the Company's "Service Publication and Price Guide located on the Company's Internet site at www.mci.com;

-must be a new facilities based business customer or an existing facilities based business customer who is eligible for renewal under their existing term plan agreement.

#### Definitions:

<u>Eligible Charges</u>: Monthly recurring charges for Local Line, Local Trunk-Basic, Local Trunk-DID, Local Trunk-2 Way Direct, Local ISDN-PRI T-1 charge, Local Trunk T-1 charge, DID number charge and optional features.

#### Features:

The following optional features are available for Local Line service in addition to the Local Line Standard Features. Applicable non-recurring and monthly recurring charges for optional features will apply as specified in 13.1 except for Feature Package 1 and Feature Package 2 monthly recurring charges which are specified within this program.

Local Line Optional Features Feature Package 1 Feature Package 2 Call Waiting/Cancel Call Waiting Caller ID with name and Number Remote Call Forwarding Vanity Number

Features and applicable feature charges for Local Trunk-Basic, Local Trunk-DID, Local Trunk-2 Way Direct and ISDN-PRI are available as described in Sections 13.2.1, 13.2.2, 13.2.3, 13.8. Blocks of telephone numbers can be obtained in blocks of 20 DID numbers for Local Trunk-DID and Local Trunk-2 Way Direct service.

Non-Recurring Charges: Applicable non-recurring charges apply to services under this program as specified 13.1, 13.2, and 13.8

Applicable monthly recurring charges will apply for Blocks of 20DID numbers as specified in Sections 13.2.2 and 13.2.3.

The following disclaimers apply to Stand Alone Local Plus Program Line-based Service in addition to those set forth in the Service Attachment. Customer understands that use of the Service is restricted in the following manner: (i) Customer is limited to 30 lines per location, (ii) Customer may not utilize auto-dialers or any similar type of device in connection with the Service; and (iii) Customer may not utilize the Service in any call center environment or in connection with any similar such application. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT ANY VIOLATION OF THE FOREGOING RESTRICTIONS ON ITS USE OF THE SERVICE WILL RESULT IN THE IMMEDIATE TERMINATION OF THE SERVICE BY MCImetro. MCImetro will install the Line-based Service from the point of the local exchange carrier's smart-jack to the Customer's premises. Customer will be responsible for all inside wiring and special construction charges."

## 13.11 Local Plus Program (Continuedd)

Monthly Charges:

The following flat rate monthly recurring charge applies in lieu of monthly recurring charges for these services as specified elsewhere in this tariff:

Local Line (Per line)\$35.00

Local Trunks (Basic, DID and 2 Way Direct) (Per trunk)	\$ 40.00
Local Trunks (Basic, DID and 2 Way Direct) (Per T-1)	\$672.00
Local ISDN-PRI (Per T-1)	\$672.00
Feature Package 1 Feature Package 2	\$ 3.50 \$ 6.50

<u>Discounts:</u> These discounts are identical to, and shall not be in addition to, discounts applicable to Companion Intrastate Service and Companion Interstate Service.

<u>For Offering A and B</u> the Company will provide a 10 percent discount on the monthly recurring plan charge and monthly recurring charges for optional features and feature packages, in lieu of all other discounts, in response to competitive marketplace conditions. To be eligible for this discount the Customer must; 1) demonstrate to the Company's reasonable satisfaction that it will accept another exchange carrier's offer in absence of any further inducement, 2) commit to a new term of service for 2 years or greater.

For Service Offering C the Company will provide a 5, 10 or 15 percent discount on the monthly recurring plan charge and monthly recurring charges, for optional features and feature packages, in lieu of all other discounts, in response to competitive marketplace conditions. To be eligible for this discount the Customer must; 1 demonstrate to the Company's reasonable satisfaction that it will accept another exchange carrier's offer in absence of any further inducement, 2) commit to a new term of service that equals or exceeds 1 year for a 5% discount, 2 years for a 10% discount, and 3 years for a 15 discount.

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

# MCImetro ACCESS TRANSMISSION SERVICES, LLC

MO PSC Tariff NO. 7 Original Page No. 308

## SECTION 13 - MCI WORLDCOM ON-NET LOCAL EXCHANGE SERVICE

## 13.12 Save Program

### Definitions:

An existing customer is a customer who is receiving service under this tariff for at least 12 months prior to enrollment in this program.

Eligibility: To be eligible for this program, the customer:

- must be an existing facilities based business customer;
- must be in good standing;
- must bill at least \$50 in current charges in any one month prior to enrollment in this program;
- must represent to the Company's satisfaction, as determined with the Company's sole discretion, that it will enter into another carrier's offer in absence of any further inducement from the Company to remain subscribed to Company services.

<u>Benefits</u>: After enrollment in this program, the Company will provide a one-time credit, not to exceed \$5,000, equal to the net monthly recurring charges billed during the first full invoice after the Company receives notification from the Customer that it wishes to discontinue all service (Program Credit).

### Other Conditions:

A Customer who discontinues all service within three months after receiving the Program Credit will be billed and required to repay the Program Credit. A Customer will only be eligible to receive one Program Credit in any Twelve-month period. Customer's receiving the benefits of this program are not eligible to receive the benefits of any promotional offering.

EFFECTIVE: January 1, 2004

### 13.13 Local and Long Distance -Line Solution

Eligibility: To be eligible for this plan, the customer:

-must designate the Company as its local exchange service carrier and the Company both as its interexchange service carrier for interstate and intrastate calling and as its carrier for intraLATA toll calling;

-must subscribe to the Local and Long Distance -Line Solution as described in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at www.worldcom.com; ("Companion Interstate Service") and must subscribe to the Local and Long Distance -Line Solution offered in the MCImetro ACCESS TRANSMISSION SERVICES, LLC MO PSC Tariff No. 3.

-must subscribe to service under Special Customer Arrangement SCA Guide Types 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 as described in The Guide.

<u>Non-recurring Charges</u>: Applicable non-recurring charges apply to services under this program as specified in section 3.1 in this tariff.

Monthly Recurring Charges:

A monthly recurring charge will apply for the Offering under this plan. This charge is identical to, and shall not be in addition to, any monthly recurring charge applicable to Companion Interstate Service or Companion Intrastate Service. The Offer is available on a per-Local Line basis. The following Monthly recurring charges apply:

Offering	Monthly Recurring Charge (Unlimited)
Unlimited	\$60

Benefits:

Upon installation of Companion Intrastate Service, Companion Interstate Service and Local Service, customers will receive unlimited local exchange service usage.

Features:

The following optional features are available for Local Line service under this plan in addition to the Local Line Standard Features. Applicable non-recurring and monthly recurring charges will apply to optional features as specified sections 3.1.2.3.1 and 3.1.2.3.2, except that the Feature Package 1 and Feature Package 2 monthly recurring charges which are specified within this program.

Local Line Optional Features

Feature Package 1

Feature Package 2

Call Waiting/Cancel Call Waiting

Caller ID with name and Number

Remote Call Forwarding

Vanity Number

Monthly Recurring Charge

Feature Package 1

Feature Package 2 \$6.50 <u>Discounts:</u> These discounts are identical to, and shall not be in addition to, discounts applicable to Companion

\$3.50

Intrastate Service and Companion Interstate Service.

A Customer with a one-year contract who subscribes to service under SCA Guide Types 6, 7, 8, 9, 10, 13, 14, 15, 16 and who, at the expiration of the initial term, renew their contract for a second one-year period will receive a 5 percent discount applied to monthly recurring plan charges, monthly recurring feature and feature package charges incurred during the second year, in lieu of all other discounts. The 5 percent discount will remain in place for each subsequent year that the customer renews service.

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

#### 13.13 Local and Long Distance -Line Solution

Termination of Service: The following provisions will apply to customers who terminate service, continue to maintain a Company account, and do not subscribe to other service offerings under this tariff:

For existing customers who disconnect Companion Local Service only under this tariff, Companion Interstate Service offered under The Guide and Companion Intrastate Service offered in MCImetro ACCESS TRANSMISSION SERVICES, LLC MO PSC Tariff No. 3., will terminate and the customer will be automatically re-subscribed to the service offering under this tariff and The Guide to which the customer subscribed at the time of subscription to this plan.

For existing customers who disconnect Companion Local Service under this tariff and Companion Intrastate Service offered in MCImetro ACCESS TRANSMISSION SERVICES, LLC MO PSC Tariff No. 3., Companion Interstate Service under The Guide and Companion Intrastate Service will terminate and the customer will then be automatically re-subscribed to the service offering under The Guide to which the customer subscribed at the time of subscription to this plan.

For new customers who disconnect Companion Local Service under this tariff, Companion Interstate Service under The Guide and Companion Intrastate Service offered in MCImetro ACCESS TRANSMISSION SERVICES, LLC MO PSC Tariff No. 3., will terminate and the customer will be automatically subscribed to WorldCom On Net Voice Services Option 1 under The Guide and MCI WorldCom On-Net Service-Voice under MCImetro ACCESS TRANSMISSION SERVICES, LLC MO PSC Tariff No. 3.

For new customers who disconnect Companion Local Service under this tariff and Companion Intrastate Service offered in MCImetro ACCESS TRANSMISSION SERVICES, LLC MO PSC Tariff No. 3., Companion Interstate Service under The Guide and Companion Intrastate Service under this tariff will terminate and the customer will be automatically subscribed to WorldCom On Net Voice Services Option 1 under The Guide.

### Other Conditions:

Services under this plan are not eligible to receive the benefits of any discounts or promotions including any term plan discounts.

Customers who subscribe to service via a company-designated Internet site will receive Electronic Billing invoicing only.

The following disclaimers apply to Local and Long Distance-Line Solution Line-based Service in addition to those set forth in the Service Attachment. Customer understands that use of the Service is restricted in the following manner: (i) Customer is limited to 30 lines per location, (ii) Customer may not utilize auto-dialers or any similar type of device in connection with the Service; and (iii) Customer may not utilize the Service in any call center environment or in connection with any similar such application.

CUSTOMER EXPRESSLY ACKNOWLEDGES THAT ANY VIOLATION OF THE FOREGOING RESTRICTIONS ON ITS USE OF THE SERVICE WILL RESULT IN THE IMMEDIATE TERMINATION OF THE SERVICE BY MCImetro. MCImetro will install the Line-based Service from the point of the local exchange carrier's smart-jack to the Customer's premises. Customer will be responsible for all inside wiring and special construction charges.

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004

### 13.13 Business Advantage Program

### Eligibility:

To be eligible for this program, customers:

-must subscribe to service under Special Customer Arrangement (SCA) Guide Types 6, 7, 8, 9,10, 13, 14, 15, 16 as described in the Company's "Service Publication and Price Guide located on the Company's Internet site at www.worldcom.com; must be a new facilities based business customer or an existing facilities based business customer who is eligible for renewal under their existing term plan agreement.

Definitions:

Eligible Charges: Monthly recurring charges for Local Line, and optional features.

Features:

The following optional features are available for Local Line service in addition to the Local Line Standard Features. Applicable non-recurring and monthly recurring charges for optional features will apply as specified in section 13.1.3 except for Feature Package 1 and Feature Package 2 monthly recurring charges which are specified within this program.

Local Line Optional Features

Feature Package 1

Feature Package 2

Call Waiting/Cancel Call Waiting

Caller ID with name and Number

Remote Call Forwarding

Vanity Number

Non-Recurring Charges: Applicable non-recurring charges apply to services under this program as specified section 13.1

<u>Monthly Charges</u>: The following flat rate monthly recurring charge applies in lieu of monthly recurring charges for these services as specified elsewhere in this tariff:

Local Line (Per line)	\$40.00
Feature Package 1	\$3.50
Feature Package 2	\$6.50

Discounts:

Customer with a one-year contract who subscribes to service under SCA Type 6, 7, 8, 9, 10, 13, 14, 15, 16 and who commit to a new term of service that equals or exceeds 1 year for a 5 percent discount, 2 years for a 10 percent discount, or 3 years for a 15 percent discount will receive applicable discounts applied to Eligible Charges in lieu of all discounts

#### Other Conditions:

The following disclaimers apply to Business Advantage Line-based Service in addition to those set forth in the Service Attachment. Customer understands that use of the Service is restricted in the following manner: (i) Customer is limited to 30 lines per location, (ii) Customer may not utilize auto-dialers or any similar type of device in connection with the service; and (iii) Customer may not utilize the Service in any call center environment or in connection with any similar such application. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT ANY VIOLATION OF THE FOREGOING RESTRICTIONS ON ITS USE OF THE SERVICE WILL RESULT IN THE IMMEDIATE TERMINATION OF THE SERVICE BY MCImetro. MCImetro will install the Line-based Service from the point of the local exchange carrier's smart-jack to the Customer's premises. Customer will be responsible for all inside wiring and special construction charges.

ISSUED: November 26, 2003

EFFECTIVE: January 1, 2004