

Consolidated Communications Enterprise Services, LLC
d/b/a Consolidated Communications

PSC MO. No. 5
Original Adoption Notice

WHOLESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

ADOPTION NOTICE

**Consolidated Communications Enterprise Services, LLC
d/b/a Consolidated Communications**

Consolidated Communications Enterprise Services, LLC d/b/a Consolidated Communications hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by it, all tariffs, schedules, rules, regulations, notices and concurrences filed with the Public Service Commission, State of Missouri, by Consolidated Communications Enterprise Services, Inc. d/b/a Consolidated Communications and its predecessors prior to April 18, 2025.

By this notice Consolidated Communications Enterprise Services, LLC d/b/a Consolidated Communications also adopts and ratifies all supplements or amendments to any of the above tariffs, schedules, etc. which Consolidated Communications Enterprise Services, Inc d/b/a Consolidated Communications and its predecessors have heretofore filed with, and which were approved by, said Commission.

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(N)

FILED - Missouri Public Service Commission - 04/18/2025 - TN-2025-0255 - JX-2025-0140

Issued: March 19, 2025

Effective: April 18, 2025

Michael J. Shultz, Sr., Vice President- Regulatory and Public Policy
350 South Loop 336W
Conroe, TX 77304

Consolidated Communications Enterprise Services, LLC
d/b/a Consolidated Communications

PSC MO. No. 5
Cancels Original Title Sheet No. 1
First Revised Title Sheet No. 1

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WHOLESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

This tariff, PSC MO. No. 5, issued by Consolidated Communications Enterprise Services, LLC d/b/a Consolidated Communications, cancels and replaces in its entirety, PSC MO. No. 1 issued by FairPoint Carrier Services, Inc.

TITLE SHEET

WHOLESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

OF

CONSOLIDATED COMMUNICATIONS ENTERPRISE SERVICES, LLC

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D/B/A CONSOLIDATED COMMUNICATIONS

This Tariff, filed with the Missouri Public Service Commission, contains the rates, terms and conditions applicable to the provision of competitive intrastate, interexchange and non-switched local exchange dedicated private line telecommunications services in the State of Missouri by Consolidated Communications Enterprise Services, LLC d/b/a Consolidated Communications on a wholesale basis. This Tariff is on file with the Missouri Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business.

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The Company and the services it offers have been classified as "competitive" by the Missouri Public Service Commission.

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WHOLESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

WAIVER OF RULES AND REGULATIONS

Pursuant to Case No. XA-2008-0284, the following statutes and rules have been waived for purposes of offering telecommunications services as set forth herein:

STATUTES

392.210.2	Uniform System of Accounts
392.240.1	Rates-Rentals-Service & Physical Connections
392.270	Valuation of Property (Ratemaking)
392.280	Depreciation Accounts
392.290	Issuance of Securities
392.300.2	Acquisition of Stock
392.310	Stocks and Debt Issuance
392.320	Stock Dividend Payments
392.330	Issuance of Securities, Debt and Notes
392.340	Reorganization(s)

COMMISSION RULES

4 CSR 240-10.020	Depreciation fund income
4 CSR 240-30.040	Uniform system of accounts

WHOLESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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WHOLESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

EXPLANATION OF SYMBOLS

- (C) to signify changed regulation
- (D) to signify discontinued rate or regulation
- (I) to signify increase to a rate or charge
- (M) to signify matter relocated without change
- (N) to signify new rate or regulation
- (R) to signify reduction to a rate or charge
- (S) to signify reissued matter
- (T) to signify a change in text but no
change in rate or regulation
- (Z) to signify a correction

WHOLESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

1. APPLICATION OF TARIFF

- 1.1 The service rates and regulations set forth in this Tariff are generally applicable to the provision of competitive wholesale intrastate, interexchange and non-switched local exchange dedicated private line telecommunications services by Consolidated Communications Enterprise Services, Inc. d/b/a Consolidated Communications, hereinafter referred to as the "Company", with its principal address at 121 S. 17th Street, Mattoon, IL 61938 for communications within the State of Missouri.
- 1.2 This service is available only to certified telecommunications carriers, located throughout the State of Missouri.
- 1.3 When services and facilities are provided in part by the Company and in part by other Companies, the regulations of the Company apply to that portion of the service or facilities which it supplies.
- 1.4 The Company may, from time to time and in particular circumstances provide discounts or promotional offerings or otherwise waive or modify these general rates and regulations for potential customers, in conformance with this Tariff and the rules, regulations, and orders of the Commission.

WHOLESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2. DEFINITIONS

The following definitions apply for certain terms used generally throughout this Tariff:

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

Building: The term “same building” is to be interpreted to mean a structure under one roof or two or more structures on one premise which are connected by an enclosed or covered passageway. In no case can conduit be considered as an enclosed passageway nor buildings connected by a covered public mall be the “same building.”

Circuit: A communication path of a specific bandwidth or transmission speed between two or more points of termination.

Channel: The path for electrical transmission between two or more points.

Commission: The Missouri Public Service Commission.

Company: Consolidated Communications Enterprise Services, Inc. d/b/a Consolidated Communications.

Connecting Arrangement: The equipment provided by the Company to accomplish the direct electrical connection of reseller-provided facilities with the facilities of the Company.

Customer Specific Pricing: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

Exchange: A geographical area for the administration of telecommunications services established and described by the tariff of a telecommunications company providing basic local telecommunications service.

Facilities: All Company-owned or operated equipment and cable facilities used to provide telecommunications services.

Interexchange Service: Telecommunications service between points in two or more exchanges.

Network Interface: A point on a reseller’s premises where the network service is electrically terminated. This physical interface or demarcation point is a standard registration jack or its equivalent which provides electrical isolation between the Company network and reseller premises services. This interface may be audio, video, and/or data originations or terminations designated appropriately on the Company provided equipment.

WHOLESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2. DEFINITIONS (Cont'd)

Premises: A building or structure on property not separated by a public right-of-way. The property may be divided by a private right-of-way or easement, such as a railroad right-of-way.

Private Line Service: A non-switched full-time point-to-point transmission service utilizing the Company Facilities to connect to two or more designated locations.

Registered: Denotes equipment which complies with and has been approved within the registration provisions of the Federal Communications Commission's Rules and Regulations.

Reseller: The certified telecommunications carrier which contracts with the Company in order to receive telecommunications services from the Company.

Reseller Customer: The person, firm, corporation or other legal entity which contracts with the Reseller in order to receive telecommunications services from the Reseller.

Reseller-provided Terminal Equipment: Devices, apparatus and their associated wiring provided by a Reseller which is used with the network facilities or other equipment furnished by the Company.

Terminating Facilities: All equipment placed in a structure that converts the transmitted signal to a requested service type, connects the structure to the Company's network and provides a point of interface/connection to which the Reseller can connect its equipment. This may include electronic equipment, cable, wiring, connecting panels and blocks.

WHOLESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

3. PROVISION OF SERVICE

The Company shall provide wholesale service to Resellers which enter into a written contract with the Company specifying the services to be provided by the Company, the rates to be charged, and other terms and conditions of service. Certain general terms and conditions applicable to the provision of service by the Company are set forth in this Tariff. The Company will not provide services to any Reseller until a contract has been executed.

WHOLESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

4. OBLIGATIONS OF THE RESELLER

A. Conditions for Use

Service may be used for the transmission of information of the Reseller provided that:

1. The Reseller has entered into a written contract with the Company;
2. The Reseller shall not use service for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking; and
3. The Reseller, upon request, shall furnish such information and access to its location(s) and/or Reseller Customer's locations(s) as may be required to permit the Company to design and maintain the Facilities to provide service and to assure that the service arrangement is in accordance with the provisions of the Tariff and the contract entered into between the Reseller and the Company.

B. General Obligations

The Reseller shall be responsible for:

1. Ensuring compatibility, installation, and maintenance of equipment and systems provided by the Reseller or Reseller Customer's with the interface equipment provided and/or sanctioned by the Company.
2. Damage to, or destruction of, Facilities caused by negligence or willful act of the Reseller or Reseller Customer's or their agents.
3. Reimbursing the Company for any loss caused by the theft of Facilities installed on the Reseller or Reseller Customer's premises.
4. The provision of the power, wiring, and outlets required to operate the Facilities installed on the Reseller or Reseller Customer's premises.
5. Providing, maintaining and installing all terminal equipment on the Reseller premises side of the network interface. The Reseller shall assure that the equipment does not cause electrical hazards to Company equipment, personnel or damage the Company-provided facilities or network terminating equipment. The Reseller-provided equipment shall meet applicable Federal Communications Commission's Rules and Regulations and will allow for the testing of Company Facilities.

WHOLESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

4. OBLIGATIONS OF THE RESELLER (Cont'd)

B. General Obligations (Cont'd)

6. Providing necessary easements or rights of way on its property to allow the Company to install its facilities to the Reseller's location.
7. Obtaining permission for the Reseller's agents or employees to enter the Premises of the Reseller or Reseller Customer's at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of the service, removing the Facilities.
8. Making the Reseller's service components and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Reseller, and providing for reasonable access to those facilities and equipment.
9. All actions or omissions of a person, firm or corporation appointed by the Reseller as its agent. Any limitations of an agent's authority shall not be binding on the Company.
10. Any breach of the terms and conditions contained in this Tariff or in the contract between the Reseller and the Company governing the service.

C. Payment of Rates and Charges

1. The Reseller is responsible for payment of all rates and charges as specified in the Tariff and/or the contract with the Company, for service furnished by the Company to the Reseller or Reseller Customer's.
2. Unless otherwise designated by the contract with the Reseller, the Company will submit invoices to the Reseller by the fifteenth of each month, which are due and payable upon receipt at the Reseller's general office or at such other places as may be designated by the Reseller. Invoices not paid within thirty (30) days are subject to late charges and interest, with interest compounded monthly at 1.5% per month, or such other amount otherwise allowed by law. In addition, failure to pay any past due or currently due amounts may result in termination of service as described in Section 10 of this Tariff. Any billing errors shall be adjusted to the known date of error or for a period of one year, whichever is shorter.
3. There shall be added to the Reseller's bill a surcharge equal to the pro rata share of any franchise, occupation, or business license, excise, privilege or other similar tax, fee or charge now or hereafter imposed upon the Company by any taxing body or authority, whether by statute, ordinance, law or otherwise in the provision of any service. All charges and fees subject to the MO PSC jurisdiction, except taxes and franchise fees, will be submitted to the MO PSC for prior approval.

WHOLESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

5. OBLIGATIONS OF THE COMPANY

A. Undertakings

The undertaking of the Company is to furnish service as ordered and specified by the Reseller, and as limited by the terms and conditions of this Tariff and the contract entered into between the Reseller and the Company. This offering is subject to the availability of Facilities. The Company undertakes to maintain and repair any equipment which is furnishes to the Reseller and the Company. The Reseller or Reseller Customer's may not rearrange, disconnect, remove, or attempt to repair any equipment installed by the Company without the prior written consent of the Company.

B. Limitations

The Company shall not be responsible for installation, operation or maintenance or any Terminating Facilities or communications systems purchased or connected to service by a Reseller, unless other specified in the contract entered into between the Reseller and the Company. Service is not represented as adapted to the use of any specific equipment or system. The responsibility of the Company shall be limited to the furnishing of service and maintenance and operation of such service. The furnishing of service will require certain physical arrangements of the facilities of the Company and is therefore subject to the availability of such facilities.

C. Liability and Indemnification

1. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages to a Reseller or Reseller Customer's as a result of any service provided by the Company or use of the Facilities, or the acts, omissions or negligence of the Company's employees or agents.
2. The sole remedy for a Reseller or Reseller Customer's with respect to failure to exercise reasonable supervision shall in no event exceed an amount equivalent to the credit for a service interruption specified in the contract between the Company and the Reseller or Reseller Customer's.

WHOLESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

5. OBLIGATIONS OF THE COMPANY (Cont'd)

C. Liability and Indemnification (Cont'd)

3. The Company does not guarantee or make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The Reseller or Reseller Customer's indemnifies and hold the Company harmless from any and all loss, claims, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Reseller or Reseller Customer's or by any other party or persons, and for any loss, damage or destruction of any property, whether owned by the Reseller or Reseller Customer's or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to maintain, removal, presence, condition, location or use of said equipment so provided.
4. The Company shall not be liable for any defacement of or damage to the Premises of a Reseller or Reseller Customer's resulting from the furnishing of Facilities or the attachment of the instruments, apparatus and associated wiring furnished by the Company on such Premises or by the installation or removal thereof, when such defacement or damage is not a result of negligence of the agents or employees of the Company.
5. The Company shall be indemnified and saved harmless by the Reseller or Reseller Customer's against the following:
 - (a) Claims for libel, slander, and infringement or copyright arising from the material transmitted over the Facilities.
 - (b) Claims for infringement of patents arising from, combining with, or using in connection with, the Facilities and systems or apparatus of the Reseller or Reseller Customer's; and
 - (c) Any claim, loss, expense or damage (including, but not limited to, reasonable attorney's fees and expenses) for engaging in a criminal enterprise defamation, libel, slander, invasion of privacy, infringement of copyright or patent, arising from, or in connection with, the material, data, information, or other content transmitted over the services or facilities furnished by the Company; and
 - (d) All other claims, loss, expense or damage (including, but not limited to, reasonable attorney's fees and expenses) for any act or omission of the Reseller or Reseller Customer's or their agents in connection with the Facilities, or information transmitted over the Facilities.

WHOLESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

5. OBLIGATIONS OF THE COMPANY (Cont'd)

D. Provision of Facilities

1. Upon agreement between the Company and the Reseller, the Company will provide all Facilities necessary for service.
2. Provided the necessary Facilities are available, service will be furnished by the Company. Where Facilities are not available, terms for provision of service will be individually negotiated with the Reseller.

6. SERVICE PERIOD

The period for which service will be provided by the Company to the Reseller or Reseller Customer's shall be the period specified in the contract between the Reseller and the Company.

7. WHOLESALE SERVICE OFFERINGS

The Company may, in response to a bona fide request from a Reseller or potential Reseller, develop a bid for a special service arrangement not currently offered by the Company. Rates for the following wholesale interexchange and local exchange dedicated access, private line, non-switched services will be determined on an Individual Case Basis (ICB) basis. ICB rates will be structured to recover the Company's cost of providing the service and will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis. Rates may be negotiated and adjusted on an Individual Contract Basis (ICB)/Customer Specific Proposals (CSPs) in an exchange in which basic local telecommunications service is offered to business customers by the incumbent local exchange company has been declared competitive. An ICB/CSP arrangement will be offered to the Reseller for acceptance in writing. Such ICB/CSP arrangements may specify, among other things, length of service, minimum volume of service required, and the rates and charges for the proposed service. Terms of ICB/CSP provided to business customers will be provided on a proprietary basis to the Commission Staff, upon request. A.

A. Private Line Service

Private Line service is a non-switched full-time point-to-point transmission service utilizing the Company Facilities to connect to two or more designated locations. Private Line service will be made available to Reseller's in a non-discriminatory manner. Rates for local exchange dedicated access, private line, non-switched services will be determined on an ICB/CSP basis.

WHOLESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

7. WHOLESALE SERVICE OFFERINGS (Cont'd)

B. Message Telecommunications Service

This service arrangement allows the Reseller's Customer's to originate calls in areas served by the Company. Rates for Message Telecommunications Service will be determined on an ICB/CSP basis.

C. Calling Card Service

Calling Card Service is a one-way, dial-in – dial-out multipoint service. Calling Card Customers of the Reseller may originate calls from, and terminate calls to every city within the State of Missouri. Pricing for both charges and surcharges is applicable. Rates for Calling Card Service will be determined on an ICB/CSP basis.

D. Operator Services

Operator Services will be offered to the Reseller's Customer's served from equal access offices, and to users accessing the Reseller's services through public payphones or Customer provided stations. Operator Services will apply to the following types of calls: Customer Dialed Calling Card Station, Station to Station, Person to Person, and Operator Dialed calls.

The charges for Operator Services will be determined on an ICB/CSP basis.

In providing Operator Services, the Company agrees that:

1. The Company will not knowingly bill for incomplete calls and will remove any charge(s) for incomplete calls upon subscriber notification or carrier's knowledge of the charge(s) for incomplete calls.
2. The Company will advise the caller and billed party (if different from the end user) that the Company is the operator service provider at the time of the initial contact.

WHOLESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

7. WHOLESALE SERVICE OFFERINGS (Cont'd)

D. Operator Services (Cont'd)

3. The Company will provide rate quotes, including all rate components and any additional charges, upon request at no charge.
4. The Company will allow only tariff charges approved by the Commission, or otherwise allowed by law for the provision of operator services, to appear on billings rendered by local exchange companies on behalf of carrier and will not collect location surcharges imposed by traffic aggregators.
5. The Company will direct all "00 --emergency calls to the local exchange carrier at no charge.
6. The Company's contracts with traffic aggregators will contain provisions which require the items listed below:
 - (a) Provide access to a Reseller Customer's interexchange carrier of choice;
 - (b) Provide for the prominent posting or display, on or near the telephone to be utilized by end users, of material setting forth the name of the carrier, complaint procedures, instructions on reaching the LEC operator as well as other interexchange carriers, and procedures for emergency calls.

E. Toll Free Number Services

The Company Toll Free Number Service is an inbound voice service which permits calls to a subscriber's station in one location from stations located in other exchanges, and in which the subscriber is billed for the calls rather than the call originators. The charges for Toll Free Number Service will be determined on an ICB/CSP basis.

1. The Company reserves the right to require an applicant for the Company Toll Free Number Service to supply the following calling pattern information when requesting service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. The Company may also require that a new traffic forecast be submitted by the Reseller quarterly after service is initiated.

WHOLESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

7. WHOLESALE SERVICE OFFERINGS (Cont'd)

E. Toll Free Number Services (Cont'd)

2. The Company's Toll Free Number Service is furnished upon condition that the Reseller contracts for adequate facilities to permit the use of this service without injurious effect upon it or any service rendered by the Company. The Company may terminate or refuse to furnish Toll Free Number Service to any applicant, without incurring any liability and without notice to the Reseller, if the use of the service would interfere with or impair any service rendered by the Company.
3. The Reseller must ensure that the subscriber obtains an adequate number of access lines for the Company Toll Free Number Services to handle the Reseller's expected demand in order to prevent interference or impairment of this service or any other service provided by the Company considering: (1) total call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling period. The Company, without incurring any liability and without notice to the Reseller, may disconnect or refuse to furnish the Company Toll Free Number Service to any Reseller that fails to comply with these conditions.
4. Use of numbers: Each Toll Free Number Service telephone number must be placed in actual and substantial use by the Reseller. "Substantial use" shall mean a pattern of use that demonstrates intent on the Reseller's part to employ the number for the purpose for which it was intended; namely, to allow callers to reach the Subscriber, as indicated.
5. If the Reseller requests assignment of a specific Toll Free Number Service telephone number, the Company may require the Reseller to submit a number reservation agreement from to the Company. At no time may a Reseller have more than sixty (60) days and shall be subject to a reservation fee which will be credited to Reseller's unpaid balance after the Company Toll Free Number Service has been in actual and substantial use for a consecutive sixty (60) day period.

WHOLESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

7. WHOLESALE SERVICE OFFERINGS (Cont'd)

E. Toll Free Number Services (Cont'd)

6. Nothing in this Section, or in any other provision of this tariff, or in any marketing materials issued by or on behalf of the Company, shall give any person, including prospective Resellers who have reserved Toll Free Number telephone number hereunder or Reseller who subscribe to and use the Company Toll Free Number Service or their transferee or assigns, any ownership interest or proprietary right in any particular Toll Free Number; however, upon placing a number actually and substantially in use, as defined above, the Company Toll Free Number Service Resellers do have a controlling interest in the Toll Free Number(s). The Company's Toll Free Number Customer may retain the use of their Toll Free Number assignments, even following changes in their Toll Free Number Service carrier and/or Resp. Org. The Company will participate in porting Toll Free Number assignments only if the account balance is zero and all undisputed charges incurred as a result of the Toll Free Number assignments have been paid.
7. If a Reseller places an order for the Company to carry the Reseller's Customer's already existing Toll Free number service, the Reseller shall provide to the Company the contract names, telephone number and address of the Reseller's Responsible Organization (Resp. Org.). Upon subscription to the Company Toll Free Number Service, the Reseller may execute a Letter of Authorization to transfer Resp. Org. responsibility of its Toll Free number(s) to the Company Resp. Org. in writing within 48 hours of the change. The Reseller is responsible for all outstanding indebtedness for service provided by a previous Resp. Org. or Toll Free Number service carrier. The Company assumes no responsibility or liability with respect to any obligations of Reseller to such previous service providers existing at the time of transfer to the Company.
8. In the event that a Reseller cancels its Toll Free Number service, the Reseller may elect to retain the Company's Resp. Org. Where media Toll Free Number Service Reseller, a charge for Resp. Org. Service will apply as set forth in this Tariff.
9. It is the Reseller's responsibility to provide answer supervision back to the Company point of connection even when the Company Toll Free Number Service is connected to switching equipment or a Reseller-provided communications system. In such case, the equipment or system must provide appropriate supervision so that the measure of chargeable time begins upon delivery of the call to the Reseller's switching equipment or communications system and ends upon termination of the call.

WHOLESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

8. SPECIAL CONSTRUCTION

Provision of service may require special construction of Facilities and equipment by the Company. Special construction arrangements of Facilities may be undertaken by the Company at the request of the Reseller or Reseller Customer's and upon determination by the Company that such charge should apply in that particular instance.

A. Survey and Design

Prior to engaging in any special construction, survey and design studies may be required. Should that be the case, the Company and the Reseller may agree to arrange for the performance of those studies, the review and acceptance thereof by both the Company and the Reseller, and the appropriate charges thereof. Failure to agree on the performance of such studies, the acceptability thereof, or the charges thereof, shall constitute grounds for denial of the requested service by the Company.

B. Charges for Special Construction

All recurring and non-recurring charges for special construction shall be set forth in the contract between the Company and the Reseller, and shall be the responsibility of the Reseller, regardless of the projected charges for the provision of service by the Company.

WHOLESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

9. SPECIAL CHARGES

A. Out-of-Normal Work Hours

The charges specified in this section do not contemplate work being performed by Company employees at a time when overtime wages apply, due to the request of the Reseller, nor do they contemplate work once begun being interrupted by the Reseller. If the Reseller requests that labor be performed at hours of the day or days of the week other than during normal working hours or days (9:00 a.m. to 5:00 p.m., Monday through Friday), or during holidays, or if the Reseller interrupts work once begun, an additional charge may be imposed, equal to the actual higher costs incurred by the Company for overtime and materials.

B. Maintenance and Service Charge

The Reseller may be responsible for the cost incurred by the Company in connection with a maintenance and/or service visit to the Reseller or Reseller Customer's Premises with the difficulty or trouble results from the equipment or Facilities provided by the Reseller or Reseller Customer's, or when failure in the Company's equipment or Facilities is attributable to the Reseller or Reseller Customer's or their agents. Said costs shall be based upon the current labor rate and material costs of the Company in effect at the time of the visit.

WHOLESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

10. SERVICE CANCELLATIONS

A. Discontinuance of Service by the Company

The Company, by such written notice to the Reseller as specified in the contract between the Reseller and the Company, may discontinue furnishing service without incurring liability beyond that stated in the contract, upon:

1. Non-payment of any sum due to the Company by the Reseller; or
2. A breach of any Reseller's representations or warranties contained in the contract between the Reseller and the Company, or a violation by the Reseller of any term or condition governing the furnishing of service as specified in this Tariff or in the contract for service between the Reseller and the Company.

B. Cancellation of Service by the Reseller Prior to the End of the Contract Period

When the Reseller cancels the service prior to the end of the term of the contract, the Reseller may be required to pay a cancellation charge in the amount specified in the contract between the Reseller and the Company.

C. Cancellation of Application for Service

Where the prospective Reseller cancels an application for service prior to the start of installation or special construction of Facilities by the Company, no charge shall be made to the prospective Reseller. Where the installation of Facilities has started prior to the cancellation, the prospective Reseller shall pay a cancellation charge in the amount specified in the contract between the Reseller and the Company. Installation or special construction of facilities for a Reseller is considered to have started from the latest contract date or when the Company incurs any expense in connection therewith, whichever occurs earlier.

WHOLESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

11. SERVICE INTERRUPTIONS

A. General

The Company agrees to use its best efforts to assure continuous full time operations of the service. The Reseller is considered to have experienced a service interruption when the Circuit becomes unavailable for use or the quality of transmission is such that the Circuit is effectively unusable.

B. Service Restoration

The Company agrees to use its best efforts to respond to the Reseller's reasonable request for maintenance in connection with the service as soon as reasonably possible. The Company shall have no obligation to perform maintenance which requires access to the Reseller's or other premises or buildings when that access cannot be provided to the Company by the Reseller. The Company agrees to use its best efforts to minimize the duration of any service interruption.

C. Liability

The Company shall not be liable for any incidental, indirect or consequential damages as the result of any service interruption. The Company shall not be liable for any failure of Facilities or performance of services due to causes beyond its control, including but not limited to, civil disorder, fire, flood, storm or other natural or manmade disasters or elements, labor problems or regulations issued by or action taken by any government agency having jurisdiction over the Company or its services or equipment.

D. Credits

The amount of credit for any service interruption, if any, shall be specified in the contract between the Reseller and the Company.

WHOLESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICES

12. RATES AND CHARGES

A. Private Line Service

The Company will provide Private Line services to Resellers based on ICB/CSP, as discussed in Section 7.

B. Message Telecommunications Service

The Company will provide Message Telecommunications Service to Resellers based on ICB/CSP, as discussed in Section 7.

C. Calling Card

The Company will provide Calling Card Service to Resellers based on ICB/CSP, as discussed in Section 7.

D. Operator Services

The Company will provide Operator Services to Resellers based on ICB/CSP, as discussed in Section 7.

E. Toll Free Number Service

The Company will provide Toll Free Number Service to Resellers based on ICB/CSP, as discussed in Section 7.