

**FLORIDA LOCAL EXCHANGE PRICE LIST
OF
ACCESS2GO, INC.**

Issued:

Effective:

Issued By:
Kevin Morgan, President
Access2go, Inc.

JAN 03 2011

4700 North Prospect Road, Suite 8
Peoria Heights, IL 61616

CHECK SHEET

All pages of this Tariff are effective as of the date shown.

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PRELIMINARY STATEMENT

This tariff contains all effective rates and rules together with information relating to and applicable to Access2go, Inc. (referred to herein as the "Company" or "Access2go").

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TARIFF FORMAT SHEET

Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. New pages may occasionally be added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.

2. Page Revisions Numbers. Page Revision Numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page revision on file with the Public Utility Commission of Texas. For example, the fourth revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods, *etc.*, the most current page number on file with the Commission is not always the tariff page in effect. Business Customers should consult with check sheet for the page currently in effect.
3. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
 - 1.
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 - 1.1.1.A.1.
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Check List of Effective Pages. When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, *etc.*). Customers should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

Symbols Used in This Tariff.

- (AT) To signify addition to text.
To signify a correction.
- (CP) To signify a change in practice.
- (CR) To signify a change in rate.
- (CT) To signify a change in Text.
- (DR) To signify a discontinued rate.
- (FC) To signify a change in format lettering or numbering.
- (MT) To signify moved text.

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APPLICABILITY OF TARIFF

This tariff applies to local exchange and intraLATA telephone services within the State of Texas.

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SECTION 1 - DEFINITIONS

Account - Either a Customer's physical location or individual Service represented by a unique account number within the Billing Hierarchy. Multiple Services each with a unique account number may be part of one physical location.

Alternative Local Exchange Carrier ("ALEC") or Competitive Local Exchange Carrier ("CLEC") - means any entity or person providing local exchange services in competition with an ILEC or LEC.

Application for Service - The Company order process that includes technical, billing and other descriptive information provided by the Customer that allows the Company to provide requested communications Services for the Customer and Customer's Authorized Users. Upon acceptance by the Company, the Application for Service becomes a binding contract between the Customer and the Company for the provision and acceptance of Services.

Authorization Code - A multi-digit code that enables a Customer to access the Company's network and enables the Company to identify the Customer's use for proper billing. Also called a Personal Identification Code or PIN.

Authorized User - A person, firm, or corporation, who is authorized by the Customer to be connected to the Service of the Customer.

Billing Hierarchy - Allows Customers to combine multiple accounts and Services into a single billing structure. Business Customers can choose whether to have all Services invoiced together, invoiced separately, or in any combination thereof. In addition, the Business Customer may specify where the invoices are to be sent and who is to receive them.

Business Hours - The phrase "business hours" means the time after 8:15 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.

Business Office - The phrase "business office" means the primary location where the business operations of the Company are performed and where a copy of the Company's tariff is made available for public inspection.

Called Station - The terminating point of a call (*i.e.*, the called number).

Calling Station - The originating point of a call (*i.e.*, the calling number).

Calling Area - A specific geographic area so designated for the purpose of applying a specified rate structure.

Carrier - The term "Carrier" means Access2go, Inc.

Central Office - A Local Exchange Carrier's office where a Customer's lines are terminated for the purpose of offering local telephone service and to connect with interexchange carriers.

Competitive Local Exchange Carrier ("CLEC") or Alternative Local Exchange Carrier ("ALEC") - means any entity or person providing local exchange services in competition with an ILEC or LEC.

Commission - Public Utility Commission of Texas.

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SECTION 1 - DEFINITIONS

Company - The term "Company" means Access2go, Inc.

Customer - The person, firm, company, corporation, or other entity, having a communications requirement of its own that is responsible for the payment of charges and for compliance with this Tariff. See "End User".

Customer-Provided Equipment - Telecommunications equipment provided by a Customer used to originate calls using the Company's service located at the originating location.

Day - The term "day" means 8:00 A.M. to, but not including, 5:00 P.M. local time at the originating city, Monday through Friday, excluding specific holidays.

Delinquent or Delinquency - An account for which payment has not been made in full on or before the last day for timely payment.

Digital Transmission - Information transmitted in the form of digitally encoded signals.

End User - The ultimate user of the telecommunications services and who orders service and is responsible for payment of charges due in compliance with the Company's price list regulations. See "Customer".

Exchange Area - A geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified area where individual telephone exchange companies hold themselves out to provide communications services.

Facility (or Facilities) - Any item or items of communications plant or equipment used to provide or connect to the Company's Services.

FCC - Federal Communications Commission.

Holiday - The term "holiday" means 8:00 A.M. to, but not including, 11:00 P.M. local time at the originating city on all Company-specific holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

Incumbent Local Exchange Carrier ("ILEC") or Local Exchange Carrier ("LEC") - is any local exchange carrier that was as of February 8, 1996 deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. 69.601(b) of the FCC's regulations.

Incomplete Call - Any call where voice transmission between the calling party and the called station is not established (*i.e.*, busy, no answer, etc.).

Interexchange Carrier (IXC) - A common carrier that provides long distance domestic and international communication services to the public.

Local Access Transport Area ("LATA") - The phrase "Local Access Transport Area" means a geographical area established by the U.S. District Court for the District of Columbia in United States v. Western Electric Co., Inc., 552 F. Supp. 131 (D.D.C. 1982), within which a local exchange company provides communication services.

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SECTION 1 - DEFINITIONS

Local Exchange Company (LEC) - A company that furnishes local exchange telephone services.

Local Exchange Service - is an arrangement which connects the residential End User's location to the LEC's network switching center, thereby allowing End User to transmit and receive local calls within the End User's local calling area, or mandatory expanded area service (EAS) area, as defined by State commissions or, if not defined by State commission, then defined in the LEC's State Tariffs.

Location - A physical premise to or from which the Company provides Service.

NXX - The designation for the first three digits of a local telephone number where N represents 2-9 and X represents 0-9.

Night/Weekend - The words "night/weekend" mean 11:00 P.M. to, but not including, 8:00 A.M. local time in the originating city, all day on Saturday, and all day Sunday, except from 5:00 P.M. to, but not including, 11:00 P.M.

Non-Business Hours - The phrase "non-business hours" means the time period after 5:00 P.M. and before 8:15 A.M., Monday through Friday, all day Saturday, Sunday, and on holidays.

NPA - An area code, otherwise called numbering plan area.

Other Common Carrier - The term "other common carrier" denotes a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications services.

Premises - A building or buildings on contiguous property (except railroad rights-of-way, etc.).

Primary Interexchange Carrier (PIC) - The interexchange carrier to which a switched access line is presubscribed.

Regular Billing - A standard bill sent in the normal monthly billing cycle. This billing consists of one bill for each account assigned to the Customer with explanatory detail showing the derivation of the charges.

Residential Service - The phrase "residential service" means telecommunication services used primarily as non-business service.

Services - The Company's regulated common carrier communications services provided under this Tariff.

Subscriber - The term "Customer" is synonymous with the term "subscriber".

Switch - The term "switch" denotes an electronic device that is used to provide circuit sharing, routing, and control.

Timely Payment - A payment on a Customer's account made on or before the due date.

Underlying Carrier - A provider of interstate and intraLATA telecommunications services from whom the Company acquires services that it resells to Customers.

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SECTION 2 - RULES AND REGULATIONS**2.1. Undertaking of The Company**

- 2.1.1. The Company undertakes to provide local exchange and intraLATA telecommunications services within the State of Texas on the terms and conditions and at the rates and charges specified herein.
- 2.1.2. The Company installs, operates and maintains the communication Services provided hereunder in accordance with the terms and conditions set forth under this Tariff. It may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer to allow connection of a Customer's location to the network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.3. The Company's Services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

2.2. Use of Service

- 2.2.1. Services provided under this Tariff may be used only for the transmission of communications in a manner consistent with the terms of this Tariff and regulations of the Federal Communications Commission.

Services provided under this Tariff shall not be used for unlawful purposes. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used in violation of the law.

2.3. Limitations

Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this Tariff. The obligation of the Company to provide Service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet the Customer's order for Service. The Company will make all reasonable efforts to secure the necessary facilities.

The Company reserves the right to limit or to allocate the use of existing facilities, or to additional facilities offered by the Company, when necessary because of lack of facilities, relevant resources, or due to causes beyond the Company's control. In addition, the Company reserves the right to discontinue Service when the Customer is using the Service in violation of law or the provisions of this Tariff.

The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission nor for failure to establish connections.

The Company reserves the right to refuse service to Customers due to insufficient or invalid charging information.

The Company may block calls that are made to certain cities or central office exchanges, or use certain Authorization Codes as the Company, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Service.

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SECTION 2 - RULES AND REGULATIONS**2.3. Limitations (cont'd)**

The Company will use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer. The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and, if practicable, at a time that will cause the least inconvenience. When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.

2.4 Liabilities of The Company

2.4.1. The Company's liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the installation, provision, termination, maintenance, repair, or restoration occurring in the course of furnishing service, channels, or other facilities, and not caused by the negligence of the subscribers, commences upon activation of service. In no event does the Company's liability exceed an amount equivalent to the amount paid by the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects occur. For the purposes of computing such amount, a month is considered to have thirty (30) days. Credit will be calculated pursuant to Section 2.9 of this Tariff.

2.4.2. When the facilities of other carriers are used in establishing connections to points not reached by the Company's facilities, the Company is not liable for any act or omission of the other carrier(s). The Customer will indemnify and save harmless the Company from any third-party claims for such damages referred to in Section 2.4.1.

In no event will the Company be responsible for consequential damages or lost profits suffered by a Customer as a result of interrupted or unsatisfactory service. The Company will not be liable for claims or damages resulting from or caused by: (i) Customer's fault, negligence or failure to perform Customer's responsibilities; (ii) claims against Customer by another party; (iii) any act or omission of any other party; or (iv) equipment or service furnished by a third party.

The Company does not guarantee or make any warranty with respect to any equipment provided by it or leased on the Customer's behalf where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liabilities whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used.

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SECTION 2 - RULES AND REGULATIONS**2.4. Liabilities of The Company (cont'd)**

The Company is not liable for any defacement of, or damage to, the premises of a Customer resulting from the furnishing of services or the attachment of equipment, instruments, apparatus, and associated wiring furnished by the Company on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of the Company's negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company without written authorization. The Customer will indemnify and save harmless the Company from any claims of the owner of the Customer's premises or other third party claims for such damages.

The Company and Customer shall be excused from performance under this Tariff and under the application for service for any period, and to the extent that the party is prevented from performing any service pursuant hereto, in whole or in part, as a result of delays caused by the other party or an Act of God, governmental agency, war, civil disturbance, court order, lockouts or work stoppages or other labor difficulties, third party nonperformance (including the failure of performance for reasons beyond the control of common carriers, interexchange carriers, local exchange carriers, suppliers and subcontractors), or other cause beyond its reasonable control, including failures or fluctuations in electrical equipment, and such nonperformance shall not be deemed a violation of this Tariff or of the application for service or grounds for termination of service. Both parties retain all rights of recourse against any third parties for any failures which may create a force majeure condition for the other party.

The Company is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through Customer-provided equipment that are transmitted or carried on the Company network.

Where there is a connection via Customer-provided terminal equipment or Customer-provided communications systems, the point of demarcation shall be defined as the Company facility that provides interconnection. The Company shall not be held liable for Customer-provided access media or equipment. Any maintenance service or equipment arrangements shall be addressed on an individual case basis.

The Company will not be responsible if any changes in its service cause hardware or software not provided by the Company to become obsolete, require modification or alternation, or otherwise affect the performance of such hardware or software.

The Company shall use reasonable efforts to make services available by the estimated service date. The Company shall not be liable for any damages whatsoever resulting from delays in meeting the estimated service date due to delays resulting from normal installation procedures. Such delays shall include, but not be limited to delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, delays in actual construction work being done by our vendor(s), and any delays due to any LEC where the Company is relying solely upon such LEC to meet such estimated due date which is beyond the Company's control.

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SECTION 2 - RULES AND REGULATIONS**2.4. Liabilities of The Company (cont'd)**

With respect to the services, materials and equipment provided hereunder, the Company makes no promises, agreements, understandings, representations or warranties, expressed or implied, and hereby expressly disclaims all warranties, expressed or implied, not stated in this Tariff, and in particular disclaims all warranties of merchantability and fitness for a particular purpose.

Responsibilities of the Customer

The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company. The equipment which the Company provides or installs at the Customer premises for use in connection with the service the Company offers shall not be used for any purpose other than for which it was provided.

The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or service. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices.

The Customer shall be responsible for securing its telephone equipment against being used to place fraudulent calls using the Company's service. The Customer shall be responsible for payment of all applicable charges for services provided by the Company and charged to the Customer's accounts, even where those calls are originated by fraudulent means either from Customer's premises or from remote locations.

The Company shall be indemnified and held harmless by the Customer against claims of liable, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over the Company's service, against claims for infringement of patents arising from, combining with, or using in connection with, service, the Company's apparatus and systems of the Customer; against all other claims arising out of any act or omission of the member in connection with the Company's service. The Customer shall be liable for:

- 2.5.5.A. Loss due to theft, fire, flood, or other destruction of the Company's equipment or facilities on Customer's premises.
- 2.5.5.B. Reimbursing the Company for damages to facilities or equipment caused by the negligence or willful acts of the Customer's officers, employees, agents or contractors.
- 2.5.5.C. Charges incurred with interconnect or local operating companies for service or service calls made to the Customer's premises or on the Customer's leased or owned telephonic equipment unless the Company specifically authorizes said visit or repairs in advance of the occurrence and the Company agrees in advance to accept the liability for said repairs or visit.
- 2.5.5.D. Payment for all the Company service charges incurred through usage or direct action on the part of the Customer.

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SECTION 2 - RULES AND REGULATIONS**2.5. Responsibilities of the Customer (cont'd)**

The Customer may be required to verify in writing that it is duly authorized to order service at all locations designated by the Customer for service, and assumes financial responsibility for all locations designated by the Customer to receive the Company's services. If the verification (*i.e.*, a letter of authorization) cannot be produced within five (5) calendar days of the request, the presubscription of the Customer's locations are considered unauthorized.

The Customer shall not use the Company's name, logo or trademark in any promotional materials, contracts, Tariffs, service bills, etc., without expressed written authorization from the Company. The Customer shall not use the Company's name, logo or trademark in any pre-sale activities. The Customer is prohibited from using the Company's name or trademark on any of the Customer's products or services.

Customer may not assign or transfer any of its rights or services ordered without the prior written consent of the Company. The Company may assign any service orders to its parent company or any affiliate. The Company will notify Customers of any such assignment.

Application for Service

Applicants wishing to obtain service must initiate a service order which may include the Customer's authorization for the Company to instruct other carriers and vendors and the appropriate LEC to provide certain services on the Customer's behalf. The Company will obtain the proper authorization from the Customer where necessary, pursuant to Commission regulations.

An Application for Service may be changed by Customer upon written notice to the Company, subject to acceptance and confirmation by the Company, provided that a charge shall apply to any change when the request is received by the Company after notification by the Company of the acceptance and confirmation. Such charge shall be the sum of the charges and costs for access facilities and other services and features and the lesser of (i) the monthly recurring rate for each service component that has been canceled as a result of the change times the appropriate minimum service period, plus the applicable installation or non-recurring charges, and (ii) the costs incurred by the Company in accommodating each change, less net salvage. The costs incurred by the Company will include the direct and indirect cost of facilities specifically provided or used, the costs of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.

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SECTION 2 - RULES AND REGULATIONS**2.6. Application for Service (cont'd)**

2.6.3. Where the Customer or applicant cancels an Application for Service prior to the start of installation of service, lease of network elements, or prior to the start of special construction, no charge applies. Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company shall apply, but in no case shall such charge exceed the charge for the minimum period of the service ordered, including applicable installation charges, if any. The costs incurred by the Company will include the direct and indirect costs of facilities specifically leased, provided or used; the cost of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.

2.7. Establishing Credit, Deposits and Advance Payments**Credit Requirement**

2.7.1.A. The Company may require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the end-user from complying with the Company's policy regarding the prompt payment of bills.

2.7.1.B. For the purposes of this rule, "applicant" is to be defined as a person or an entity who applies for service for the first time or reapplies at a new or existing location after a previous discontinuance of service; "customer" is defined as someone who is currently receiving service.

Reestablishment of Credit

Any applicant who previously has been an end-user of the Company and whose service has been discontinued for nonpayment of bills shall be required, before service is rendered, to pay all amounts due to the Company or, at the sole discretion of the Company, to execute a deferred payment agreement.

Deposits and Interest

2.7.3.A. In cases where the Company requires a deposit, such deposits will be calculated as follows:

2.7.3.B. The amount of the deposit shall not exceed an amount equal to two (2) months local exchange charges and/or two (2) months toll charges determined by actual or anticipated usage. Where local exchange charges are billed in advance, the deposit shall include only one (1) month's such charges.

2.7.3.C. A present end-user may be required to post a deposit as a condition of continued service if undisputed charges have become delinquent, with delinquent meaning a payment not received on or before the due date as posted on the bill, in two (2) out of the last twelve (12) billing periods or if the end-user has had service suspended or disconnected during the last twelve (12) months or has presented a check to the Company that was subsequently dishonored.

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SECTION 2 - RULES AND REGULATIONS**2.7. Establishing Credit, Deposits and Advance Payments (cont'd)****2.7.3. Deposits and Interest (cont'd)**

- 2.7.3.D. Interest on cash deposits held more than 30 days shall be paid by the Company at no less than the rate calculated pursuant to Commission rules or, in the absence of applicable rules, the interest rate shall be established the first day of January of each year to equal the average of the weekly percent annual yields of one (1) year U. S. Treasury Securities for September, October and November of the preceding year. The interest rate shall be rounded to the nearest basis point.
- 2.7.3.E. The Company shall provide payment of accrued interest for all end-users by negotiable instrument or by credit against current billing. The deposit shall cease to draw interest on the date it is returned or credited to the end-user's account.
- 2.7.3.F. The amount of the deposit, with accrued interest, shall be applied to any unpaid charges at the time of a discontinuance of services. The balance, if any, shall be returned to the end-user within thirty (30) days after settlement of the consumer's account, either in person or by mailing it to the end-user's last known address.
- 2.7.3.G. The Company will keep records to show the name, account number, and address of each depositor, the amount and date of the deposit and each transaction concerning the deposit. The Company shall issue a receipt of deposit to each applicant from whom a deposit is received and shall provide means whereby a depositor may establish claim if the receipt is lost. Such records shall be retained for two (2) years after deposit and/or interest is refunded or applied. The deposit made by the end-user with the Company at the time of application for telephone service shall not constitute an advance payment to cover service bills, but for all purposes it is to be considered as security for payment of monthly bills or other proper charges.

2.8. Payment of Charges

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users, whether authorized or unauthorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

For billing of monthly charges, service is considered to be established upon the day in which the Company notifies the Customer of installation and testing of the Customer's services.

Usage and long distance charges will be billed monthly in arrears. Customer will be billed for all usage accrued beginning immediately upon access to the service. Customers will be billed for usage occurring primarily during the previous billing cycle, which for purposes of computing charges shall be considered a month. The rates charged to a Customer will be the rates in effect on the first day of the Customer's billing cycle.

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SECTION 2 - RULES AND REGULATIONS**2.8. Payment of Charges (cont'd)**

Monthly charges for all access service components, provided hereunder, are billed in advance of service and reflect the rates in effect as of the date of the invoice. A Customer's first invoice may contain charges from previous periods for service provided from the date of installation through the current invoice period.

Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of the Company or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, or certain major credit cards. Customer payments are considered prompt when received by the Company or its agent by the due date on the bill. Amounts not paid by due date will be considered past due. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills and make such payments in cash or the equivalent of cash.

If within thirty (30) days from the date of invoice any portion of the payment is not received by the Company or is received in funds that are not immediately available, then a late payment penalty may be assessed. The penalty for late payments shall be a 5% one-time charge on the amount of the bill past due. The late payment penalty shall apply to business customers only.

Any disputed charge may be brought to the Company's attention by verbal or written notification. In the case of a billing dispute between the Customer and the Company that cannot be settled to their mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to suspension and/or disconnection. The Customer may request an in-depth investigation into the disputed amount and a review by a the Company manager. During the period that the disputed amount is under investigation, the Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, the Company may discontinue service. In the event the dispute is not resolved, the customer has the option to pursue the matter with the Public Utility Commission.

The Customer is responsible to pay the Company for all toll calls or other third party charges resulting from the origination of calls to points outside the local exchange and for charges or calls billed to the Customer's number.

The Company may assess up to a twenty-five dollar (\$25) charge for each returned check or credit card chargeback.

If service is suspended and/or disconnected by the Company in accordance with the provisions of this Tariff and later restored, restoration of service will be subject to all applicable installation charges.

When circumstances prevent customers from paying their invoices in full, the Company may, in its sole discretion, make special accommodations to assist customers by setting up a payment plan. Payment plans are only set up at the request of the customer. Payment plans are intended to function as a short-term solution and will be reviewed and approved on an individual case basis.

2.8.12 All payments received by the Company will first be allocated to tariffed basic local exchange telephone service.

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SECTION 2 - RULES AND REGULATIONS**2.9. Interruption of Service**

Credit allowance for the interruption of service that is not due to the Company's testing or adjusting, negligence of the Customer or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer or end-user shall ascertain that the trouble is not being caused by any action or omission by the Customer within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.

For purposes of credit computation, every month shall be considered to have 720 hours.

The Customer shall be credited for an interruption at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" - outage time in hours

"B" - total monthly charge for affected facility

If written notice of a dispute relating to charges is not received by the Company within 30 days of the date a bill is issued, such charges shall be deemed to be correct and binding on the Customer.

2.10. Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.11. Disconnection of Service by Customer

By giving advance written notice, Customer may disconnect service at any time following its minimum service requirement(s).

The Company will have up to 30 days to complete disconnect. Customer will be responsible for all charges for up to 30 days or until disconnect is effected, whichever is sooner. This 30 day period will begin upon receipt of the written notification from the Customer. However, in the event that Customer continues to utilize the Company's services beyond the date upon which the services are to be disconnected, the Customer will be liable for the usage charges incurred.

For non-usage sensitive charges, Customer may be liable for the entire monthly recurring charge during the month Customer's service terminates.

If the Customer disconnects service prior to the end of a term plan, the termination liabilities associated with the term plan will apply.

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SECTION 2 - RULES AND REGULATIONS**2.12. Cancellation for Cause**

The Company, by giving prior written notice to the Customer or applicant, may cancel the application for or discontinue service without incurring any liability for any of the following reasons:

- 2.12.1.A. For non-residential customers, nonpayment of any tariffed charges due to the Company for service by the due date of the bill for such service. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable costs of collection including reasonable court costs, expenses and fees; or
- 2.12.1.B. For non-residential customers, nonpayment of any tariffed charges due to the Company for service by the due date of the bill on any the Company account regardless of whether the application or service being canceled is related or unrelated to the account or service for which the sum is past due; or
- 2.12.1.C. For residential customers, nonpayment of tariffed basic local exchange telephone service due to the Company for service by the due date of the bill for such service. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable costs of collection including reasonable court costs, expenses and fees; or
- 2.12.1.D. For residential customers, nonpayment of tariffed basic local exchange telephone service due to the Company for service by the due date of the bill on any the Company account regardless of whether the application or service being canceled is related or unrelated to the account or service for which the sum is past due; or
- 2.12.1.E. A violation of or a failure to comply with any regulation of this Tariff. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance; or
- 2.12.1.F. The Company confirms that both a phone number and mailing address are no longer valid for the Customer; or
- 2.12.1.G. The Company is prohibited from furnishing service by order of a court or other government authority having jurisdiction; or
- 2.12.1.H. Avoidance of toll blocking by incurring long distance charges after toll blocking was implemented due to non-payment of long distance charges; or
- 2.12.1.I. Failure to make deferred payment arrangements by the suspend/disconnect date.

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SECTION 2 - RULES AND REGULATIONS**2.12. Cancellation for Cause (con't)**

- 2.12.2. The Company, without giving prior written notice, may discontinue service without incurring any liability for:
- 2.12.2.A. Tampering with the Company's equipment; or
 - 2.12.2.B. Evidence of theft of the Company service; or
 - 2.12.2.C. Other acts to defraud the Company.
- 2.12.3. If service is terminated by the Company for any cause set forth above and the Customer has subscribed to service under a term plan, the Customer will be charged the termination liability associated with the term plan.
- 2.12.4. Service may also be discontinued if the Customer fails to post the deposit required by the Tariff.
- 2.12.5. If service is suspended or disconnected for nonpayment, the Customer may restore service by full payment in cash or cash-like funds. There is a charge for restoration of service after suspension or disconnection; if, however, the equipment necessary for service has been removed, a complete activation fee will apply.

Notice and Communication

The Customer shall designate on the Application for Service an address to which the Company shall mail or deliver all notices and other communications, except that the Company may also designate a separate address to which the Company's bills for service shall be mailed.

The Company shall designate on the Application for Service an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

All notices or other communications required to be given pursuant to this Tariff shall be made in writing to Access2go, Inc., 4700 North Prospect Road, Suite 8, Peoria Heights, IL 61616, or by calling (888) 822-2246. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U. S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

- 2.13.4. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 2 - RULES AND REGULATIONS**2.14. Taxes, Surcharges and Utility Fees**

Customer is responsible for the payment of all federal, state and local taxes, surcharges, utility fees, or other similar fees (*i.e.*, gross receipts tax, sales tax, municipal utilities tax, 911 surcharges or fees) that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this Tariff. These charges will appear as separate line items on the Customer's bill and are not included in the rates contained in this Tariff. There shall be added to the Customer's bill for service, an additional charge equal to the pro rata share of any occupation, franchise, business, license, excise privilege or other similar charge or tax, now or hereafter imposed upon the gross receipts or revenue of the Company by any municipal taxing body or municipal authority whether by statute, ordinance, law or otherwise, and whether presently due or to hereafter become due. The charge applicable to each Customer will appear as a separate line item on the Customer's regular monthly bill and shall be determined on a basis equal to the tax levied by each municipal taxing body or municipal authority.

2.14.1 Municipal Franchise Fees

Residential, non-residential and point-to-point access lines provided pursuant to this tariff are subject to a municipal franchise fee as established for the city in which the end user of the access lines is located. The monthly recurring municipal charge will be equal to a monthly amount developed using criteria as recommended by the Customer's local municipality with information supplied to this local certificated telecommunications provider (CTP). The fee should be assessed as a per-line-charge on the end user bill. This municipal charge results from implementation of House Bill 1777 – Telecommunications Franchise Law which allows all municipalities to be compensated by CTPs for right-of-way usage. The fee has been developed and/or allocated across rate classifications according to local municipal guidelines.

2.15. Customer Billing Inquiries

Any customer who has a question regarding their telephone bill may contact the Company toll free at (866) 822-2246, or at 4700 North Prospect Road, Suite 8, Peoria Heights, IL 61616.

Access to Telephone Relay Service

When required by the Commission, the Company will participate in telephone relay service for handicapped or hearing impaired Customers, and will comply with all regulations and requirements relating thereto.

Texas Universal Service Fund

The Texas Universal Service Fund (USF) has been established by the State of Texas to help pay for keeping local phone rates affordable for low income customers. The Company passes through to its customers a monthly surcharge which pays for the Texas USF. The amount of the surcharge is consistent with the rate set by the Commission from time to time.

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SECTION 3 - DESCRIPTION OF SERVICES**3.1. Telecommunications Services**

General - Telecommunications Services consist of the services offered pursuant to this Tariff, either individually or in combination. Each service is offered independently of the other and is offered via the Company's facilities, conventional network elements purchased from other local exchange carriers, or via resale of facilities of other local exchange carriers for the transmission of one-way or two-way communications, unless otherwise noted. A connection to the Company's switching network enables the Customer to:

- receive calls from other stations on the public switched telephone network;
- access the Company's Local and intraLATA calling services as set forth in this Tariff;
- access intrastate, interstate and international calling services provided by the Company and other certified common carriers;
- access toll-free telecommunications services such as 800 NPA;
- access 9-1-1 service for emergency calling; and
- access other operator and directory assistance services.

Local Exchange Service - Service provides Residential and Business Customers with the ability to originate calls from a the Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office exchanges included in the Customer's local calling area. Calls to destinations outside the local calling area but within the same state and LATA will be charged the intraLATA toll rates. IntraLATA services are available on a switched basis only.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. Telecommunications Services (cont'd)

3.1.2. Local Exchange Service (cont'd)

3.1.2.1. Business Services - Business Services provide the Customer with the general telecommunications services listed in Section 3.1.1 of this Tariff with the following modifications, limitations and restrictions:

Business Services cannot be used to originate calls to other telephone companies' caller-paid information services (e.g., N.A. 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company, unless otherwise requested by customer to be unblocked.

Service is furnished only for use by the Business Customer, guests, employees and business associates.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. Telecommunications Services (cont'd)**3.1.2. Local Exchange Service (cont'd)****3.1.2.1. Business Services**

3. Service is available whenever the use of the service is primarily or substantially of a business, professional institution or otherwise occupation nature, or where the listing required is such as to indicate business use. Business rates are applicable to:

Offices, stores, factories, boarding houses, offices of hotels and apartment houses, colleges, public, private or parochial schools, hospitals, nursing homes, libraries, institutions, churches and all other establishments of a strictly business nature.

Any location where a business designation is provided or when a title indicating a trade, occupation or profession is listed.

Service terminating solely on the answering service facilities of a telephone answering firm will carry business rates.

Residential locations where the Business customer has no regular business telephone service and the use of the service by the Business Customer, members of the household, or guests is of a business nature as may be indicated by advertising through newspapers, handbills, billboards, circulars, business cards, or otherwise.

- 3.1.2.2. Residential Services** - Residential Services provide the Customer with the general telecommunications services listed in Section 3.1.1 of this Tariff.

Calls to caller-paid information services (e.g., N.A. 900, NXX 976, etc.) will be blocked by the Company, upon request by the customer.

3.1.3. Exchanges and Local Service Areas

- 3.1.3.A. The regulations and rates contained herein are applicable to various local exchange telephone services furnished within each exchange as specified below.

- 3.1.3.B. Exchanges included in Local Calling Areas:

The Company concurs with the applicable ILEC's exchanges for all customers.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. Telecommunications Services (cont'd)

3.1.4. **Basic Local Service**

Basic Service is provisioned through the use of local access lines. Basic Service is available to residential and business customers in the originating Southwestern Bell Telephone Company (now SBC) and Verizon Southwest exchanges.

3.1.5. **Non-Recurring Service Charges** - Service charges may apply to all residential and business customers who subscribe to any of the Company's local service plans or request a move and/or change of certain types of telecommunications services.

3.1.5.A. The Installation Charge is a per order, nonrecurring charge that applies as follows:

Installation or conversion of local exchange service to a customer's premises for the first time.

Installation of additional local exchange access lines to a customer's premises.

A change in location of customer's equipment or service from one premise to another.

A temporary suspension of service at the customer's request or to change the telephone number to which suspended service calls are referred.

A request to change from one type of hunting arrangement to another, or rearrange central office hunting lines.

A restoration or reactivation of service due to suspension or disconnection from nonpayment of bill for telecommunications services.

3.1.5.B. The Trip Charge applies when it is necessary to travel to the customer's premises to complete a service order. One Trip Charge is applicable per customer request, per due date, per premises, and applies to each of the scenarios above where a trip to the customer's premises is necessary. When more than one trip to the customer's premises is necessary for the Company reasons, only one Trip Charge is applicable.

3.1.5.C. An Order Processing Fee applies as follows, on a per order basis:

A telephone number change made at the customer's request.

A change to/from the Company's Regional Service.

The addition or deletion of any Custom Calling Feature listed in Section 3.1.8; Caller ID Service listed in Section 3.1.9; Multi-Line Hunting Service listed in Section 3.1.10; Toll Restriction Service listed in Section 3.1.14; or Accounting Codes listed in Section 3.1.15.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. Telecommunications Services (cont'd)**3.1.5 Non-Recurring Service Charges (cont'd)****3.1.5.C. Order Processing Fee (cont'd)**

A change of bill cycle dates made at the customer's request.

The splitting of single accounts into multiple bills at the customer's request.

The Order Processing Fee will not apply to the first customer initiated change to a line made subsequent to original service order placement.

3.1.6. Operator Assisted Services (IntraLATA)

3.1.6.A. Operator Handled Calling - Operator Handled Calling Service is provided to Customers and Users of the Company's local exchange service. In addition to charges that would otherwise apply pursuant to other Sections of this Tariff, each operator call will be assess a charge(s) as set forth within.

Person-to-Person - Calls completed with the assistance of a the Company operator to a particular person, station, department or PBX extension specified by the calling party.

Station-to-Station - Operator assisted calls other than Person-to-Person, including intraLATA collect and third party billed calls. Collect calls to coin telephones and transfers of charges to third telephones that are coin telephones will not be accepted.

3.1.6.B. Directory Assistance - A service provided to Customers and Users of the Company's local exchange service that allows them to obtain directory assistance by calling the Directory Assistance operator.

Directory Assistance charges apply for all requests for which the Company's facilities are used. A maximum of two requested telephone numbers is permitted per Directory Assistance call. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

Non-published telephone numbers are not available from Directory Assistance Service.

No credit will be given for requested numbers that are non-published, or for requested telephone numbers that are not found in the directory.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. Telecommunications Services (cont'd)**3.1.6. Operator Assisted Services (intraLATA)****3.1.6.B. Directory Assistance (cont'd)**

A credit will be given for calls to Directory Assistance when the Customer experiences poor transmission or is cut-off during the call;

To receive a credit, the Customer must notify the the Company Customer Service Department of the problem experienced.

3.1.6.C. Directory Assistance Call Completion - Provides customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance operator. The call may be completed automatically or by the Directory Assistance operator. The three types of Directory Assistance Call Completion (DACC) offered are as follows:

Semi-Automated - The customer receives the requested directory number and then requests the operator to provide call completion to the requested number.

Fully-Automated - The customer receives the requested directory number from an automated voice system. The customer accepts DACC by depressing "1" from a touch-tone telephone when prompted by the DACC announcement.

Person-to-Person - The customer receives the requested directory number and then requests the operator to complete the call to a specified person.

3.1.6.D. Busy Line Verification and Line Interrupt Service - Upon request of a calling party, the Company will verify a busy condition on a called line.

The operator will determine if the line is clear or in use and report to the calling party.

The operator will interrupt the call on the called line only if the calling party indicates an emergency.

A charge will apply when:

The operator verifies that the line is busy.

The operator verifies that the line is available for incoming calls.

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. One charge will apply for both verification and interruption

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. Telecommunications Services (cont'd)**3.1.6. Operator Assisted Services (intraLATA) (cont'd)****3.1.6.D. Busy Line Verification and Line Interrupt Service (cont'd)**

No charge will apply:

When the calling party advises that the call is to or from an official public emergency agency.

Under conditions other than those specified within, preceding.

Busy verification and interrupt service is furnished where and to the extent that facilities permit. The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

Telephone Directory Service – the Company, through its interconnection agreement with SBC, will provide telephone directory services to its Customers. This includes listings in SBC's White Pages directory and directory assistance database. Services indicated by an * may be subject to set-up charges for newly created listings. The following telephone directory services are offered:

3.1.7.A. Primary Listing – Primary directory listing in both SBC White Pages and Directory Assistance database. The listing is the actual name of the customer to whom the service is rendered, with the following exceptions:

For residential customers, the listing may be in the name of a member of the customer's family or household. A dual name listing may be provided for two (2) persons who share the same surname and reside at the same address (*i.e.*, John and Jane Doe), or for a person known by two first names.

For business customers, the listing may be in the name of the business or of a member, officer, employee, or representative of the business. The listing may also include the name of a division, branch or department.

In the case of a business line operating at a residence, a dual name listing may be provided as described in #1 above.

3.1.7.B. White Pages Directory(s) - This service provides for the annual delivery of the White Pages directory. One (1) directory per residential household and one (1) directory per business line will be provided at no charge. Additional directories can be purchased at the request of the customer.**3.1.7.C. Non-Listed Service** - For customers who desire their telephone numbers to be omitted from SBC's White Pages directory, but NOT the directory assistance database.**3.1.7.D. Non-Published Service** - For customers who desire their telephone number to be omitted from SBC's White Pages directory, as well as the directory assistance database.

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SECTION 3 - DESCRIPTION OF SERVICES**3.1. Telecommunications Services (cont'd)****3.1.8. Custom Calling Features**

3.1.8.A. Service Offerings available to Customer's and End Users of the Company's local exchange service on local access lines only, subject to availability from the central office serving the customer:

1. Auto Redial - Enables the customer to redial automatically the last outgoing telephone number. If the telephone number is busy, Auto Redial will keep trying to call the number for a maximum of thirty (30) minutes, beginning with the customer's activation of Auto Redial, in an attempt to establish the call. The customer will be signaled with a distinctive ring when the call can be completed. Auto Redial is available as a monthly plan or on a per use basis. Per use functionality is automatically provisioned on all lines. The customer may request to have Auto Redial taken off its lines.
2. Call Blocker - Enables the customer to block calls from pre-selected telephone numbers and/or the last incoming call (without knowing the number). To block specified telephone numbers, the customer builds a screening list of up to 31 telephone numbers. To block an unknown number after receiving a call, the customer enters a code to add the number to their screening list. If facilities are unavailable to provide incoming call screening via the customer's list, standard call completion will occur. Customers whose telephone numbers are blocked are directed to a recorded announcement.
3. Call Forwarding - Enables the customer to transfer all incoming calls to another telephone number within the exchange or on the Long Distance Telecommunications Network. The Call Forwarding customer is responsible for the payment of charges (e.g., toll charges) for each call between his Call Forwarding-equipped telephone and the telephone to which the call is being forwarded.

Includes Busy Line and Don't Answer features, as defined below. Customer may decline these additional features.

Call Forwarding - Busy Line allows incoming calls that encounter a busy condition to be forwarded to a pre-designated telephone number within the exchange or on the Long Distance Telecommunications Network.

Call Forwarding - Don't Answer allows incoming calls which are not answered after a pre-determined number of rings to be automatically forwarded to a pre-designated telephone number within the exchange or on the Long Distance Telecommunications Network.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. Telecommunications Services (cont'd)**3.1.8. Custom Calling Features (cont'd)****3.1.8.A. Service Offerings (cont'd)**

4. Call Return - Enables the customer to redial automatically the last incoming telephone number. If that telephone number is busy, Call Return will keep trying to call the number for a maximum of thirty (30) minutes beginning with the customer's activation of Call Return in an attempt to establish the call. The customer will be signaled with a distinctive ring when the call can be completed. This service will not function if the calling party's telephone number has been Call Forwarded. Also, this service will not function from a line that does not have an associated telephone number, e.g., multi-line hunting groups. Call Return is available as a monthly plan or on a per use basis. Per use functionality is automatically provisioned on all lines. The customer may request to have the per use functionality taken off its lines.
5. Call Trace - Enables the customer to initiate a trace of the last completed incoming call by dialing an activation code before receiving another call. If a trace is successful, Call Trace will record the incoming call detail (not the conversation). A successful trace cannot be made if the incoming call originates in a central office not equipped for Call Trace service. The customer will not be provided the results of the trace (*i.e.*, the telephone number traced). Such call detail may be provided only to law enforcement authorities upon proper request.

For further action to be taken, the customer is required to contact the Company via the telephone number provided in the Call Trace announcement.

At its opinion or upon receipt of proper request from a law enforcement agency, the Company will set up a temporary tracing arrangement using Call Trace or manual trap and trace where Call trace is not available at no charge to the customer when in the judgment of the Company or law enforcement agency, the unwanted call(s) present a serious threat of bodily harm or destruction of property.

6. Call Waiting - Alerts a customer who is using his telephone that another caller is trying to reach him. Where facilities permit, Call Waiting subscribers may deactivate Call Waiting for the duration of one call. Call Waiting is automatically reactivated for the next originating or terminating call.
7. Call Waiting ID Options - Allows customers to identify the name and/or number of an incoming caller when they are already speaking on the telephone and receive another phone call. Where facilities permit, Call Waiting ID Options service will display the name and/or number of the person calling on the customer's Customer Premises Equipment (CPE). Using this information, the customer may then decide how they want to handle the second caller from a menu choice known as Disposition Codes. The Disposition Codes appear on the customer's CPE as menu options. The available options for the disposition of the second caller include:

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. Telecommunications Services (cont'd)**3.1.8. Custom Calling Features (cont'd)****3.1.8.A. Service Offerings (cont'd)****7. Call Waiting ID Options (cont'd)**

Talk to the second caller.
Provide the caller with a busy announcement.
Forward the call to a "wait a minute" or "call me back" message.
Route the new call to a voice mail box.
Allow the caller to join the conversation in progress.

Call Waiting ID Options is offered subject to the following limitations:

Customers must also subscribe to Call Waiting, Caller ID Name and Number, and Call Waiting ID.

Customer wishing to route new calls to a voice mailbox must also subscribe to voice mail and the appropriate call forwarding service.

Customers are responsible for furnishing their own compatible CPE, which should include the functionality necessary to execute the features of Call Waiting ID options.

Available only where central office facilities permit.

8. Call Waiting ID - Allows customers to subscribe to a part of the Call Waiting ID Options service. When a person is already speaking on the telephone and receives another phone call, Call Waiting ID service will allow for the display of the name and/or number of the new caller on the customer's CPE. This service allows the customer to decide if he wants to answer the new incoming call.

Call Waiting ID is offered subject to the following limitations:

Customers must also subscribe to Call Waiting and Caller ID Name and Number.

Customers are responsible for furnishing their own compatible CPE, which should include the Caller ID capability necessary to display the calling party's name and/or number.

Available only where central office facilities permit.

9. Personalized Ring - Personalized Ring service permits a customer to establish up to three telephone numbers on the same access line and to distinguish calls to each number by distinctive incoming ring patterns. The billing telephone number is the "master" number and the other telephone numbers are "dependent" numbers. The standard ringing pattern is provided for the master number while distinctive ringing patterns are provided for a maximum of two dependent numbers.

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3.1. Telecommunications Services (cont'd)**3.1.8. Custom Calling Features (cont'd)****3.1.8.A. Service Offerings (cont'd)****9. Personalized Ring (cont'd)**

When a Personalized Ring customer subscribes to any Call Forwarding feature, dependent numbers can either be forwarded to the same number as the master number or receive no forwarding treatment at all.

When a Personalized Ring customer subscribes to Call Waiting, incoming calls to the master number will activate the standard Call Waiting tone. Incoming calls to the dependent numbers will activate a distinctive Call Waiting tone per dependent number.

A directory listing is furnished per telephone number. When a customer requests the dependent numbers to be nonpublished or nonlisted, the Company will provide without charge. However, if the master number and all dependent numbers are nonpublished and/or nonlisted, the appropriate monthly rate is applicable to the master number.

10. Priority Call - Provides the customer with a distinctive ring or distinctive Call Waiting tone (if the customer has subscribed to Call Waiting and Priority Call), when the customer is called from pre-selected telephone numbers. The customer can construct or modify a telephone number screening list. Priority Call will screen incoming calls against the customer's list and provide the distinctive ring for telephone numbers on the list.
11. Remote Access to Call Forwarding - Permits the customer who also subscribes to Call Forwarding with the ability to activate, deactivate or change Call Forwarding from a remote location. Remote Access to Call Forwarding can only be accessed from a Dual Tone Multi-Frequency (DTMF) telephone which has a full set of characters, including "*" and "#". All charges incurred to access the remote number will be billed appropriately.
12. Selective Call Forwarding - Provides the customer with the ability to forward incoming calls from pre-selected telephone numbers to another telephone number. The customer may construct or modify a telephone number screening list. Selective Call Forwarding will screen incoming calls against the customer's list and forward only those calls from telephone numbers on the list. The maximum amount of telephone numbers available for each customer's list may vary depending on switch type. The Selective Call Forwarding customer is responsible for the payment of charges (e.g., toll charges) for each call between the Selective Call Forwarding equipped telephone line and the line to which the call is being forwarded. Calls from numbers not on the list will receive standard call completion.

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SECTION 3 - DESCRIPTION OF SERVICES**3.1. Telecommunications Services (cont'd)****3.1.8. Custom Calling Features (cont'd)****3.1.8.A. Service Offerings (cont'd)**

13. Speed Calling 8 - Enables a customer to place calls to other telephone numbers by dialing a one- or two-digit code rather than the complete telephone number. Customer may store up to eight (8) telephone numbers.

14. Speed Calling 30 - Enables a customer to place calls to other telephone numbers by dialing a one- or two-digit code rather than the complete telephone number. Customer may store up to 30 telephone numbers.

For residence customers, Speed Calling 30 is obsolete except for existing Speed Calling customers at existing locations. Speed Calling 30 is available to business customers.

15. Three-Way Calling - Enables a customer to add a third party to an existing call without operator assistance, thereby establishing a three-way conversation.

3.1.8.B. Calling features are subject to availability of facilities and compatibility with central office equipment, access lines, and customer premises equipment.

3.1.8.C. Auto Redial, Call Blocker, Call Return, Call Trace, Priority Call, Selective Call Forwarding and Caller ID are functional when both the call originating customer and the call terminating customer are served from central offices capable of sending and receiving the Calling Party Number (CPN) and are linked by appropriate facilities.

3.1.8.D. Services with call forwarding capabilities (including Call Forwarding, Call Forwarding-Busy Line, Call Forwarding-Don't Answer) cannot be used on a continual basis to expand the local calling scope beyond that available to a customer's premise.

3.1.9. **Caller ID Service** - Display of Calling Number and/or Name on customer provided equipment. Available to Customers and End Users of the Company's local exchange service on local access lines only. Service includes:

3.1.9.A. Calling Number Delivery - Allows the transmission of Calling Party Number (CPN) to the subscriber's access lines. When a Calling Number Delivery equipped line is on-hook, CPN is transmitted across the line during the silent interval between the first and second ring.

3.1.9.B. Calling Name Delivery - Enables the Caller ID subscriber to identify the calling party by a displayed name before the call is answered. The displayed name is the name associated with the CPN. When a Calling Name Delivery equipped line is on-hook, the Calling Party Name is transmitted across the line during the silent interval between the first and second ring.

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SECTION 3 - DESCRIPTION OF SERVICES**3.1. Telecommunications Services (cont'd)****3.1.9. Caller ID Service (cont'd)**

3.1.9.C. Anonymous Call Rejection - Allows customer to automatically reject all calls that have been marked anonymous by the calling party. When ACR is active, the called party receives no alerting (ringing) for a call that has been rejected. The call is routed to a denial announcement and subsequently terminated.

3.1.9.D. Calling Name and Number Blocking - Any the Company calling party may prevent the delivery of CPN and of Calling Party Name to the called party by dialing an access code (*67 on their touch-tone pad or 1167 from a rotary telephone) immediately prior to placing a call. The access code activated per call blocking is available at no charge. If a calling party activates blocking, the CPN and Calling Party Name will not be transmitted across the line. Instead, the Caller ID subscriber will receive an anonymous indicator. This anonymous indicator notifies the Caller ID subscriber that the calling party chose to block name and number delivery.

Per-line blocking will be offered at no charge to a particular customer if the Commission receives from the customer written certification that the customer has a compelling need for per-line blocking.

Caller ID subscribers must provide and connect their own compatible customer premises equipment (CPE) to process the Calling Number and/or Calling Name transmission.

Subscribers will automatically be provided with both Calling Number and Calling Name delivery, subject to availability in the central office that is servicing the subscriber. If the combination of the two is not available, the subscriber will receive whatever is available, either Calling Number OR Calling Name.

Caller ID features are subject to availability of facilities and compatibility with central office equipment (for both the calling and the called parties), access lines, and customer premises equipment.

Caller ID information will not be displayed under the following conditions: (a) if the called party is off-hook; or (b) if the called party answers during the first ring interval.

3.1.10. Multi-Line Hunting Service - This service is used to establish hunting arrangements between two or more of a customer's local exchange service access lines, and is available to Business and Residential Customers. Customers may choose from one of the following hunt group arrangements:

3.1.10.A. Series Hunting - The hunt for an idle access line starts with the called access line in a prearranged hunt group and ends with the last access line in the hunt group, completing the call to the first idle access line encountered. Unless the first access line in the hunt group is called, only a portion of the access line group is hunted.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. Telecommunications Services (cont'd)**3.1.10. Multi-Line Hunting Service (cont'd)**

3.1.10.B. Circle Hunting - Permits a complete hunt over all the access lines in a prearranged access line hunt group. If no idle access line is encountered, the hunting will continue until it reaches the access line that was originally called.

3.1.10.C. Preferential Hunting - Individual access lines in an access line hunt group may have an associated preferential hunt list. This hunt list specifies a hunting sequence over a predetermined subset or preferential arrangement of up to 18 access lines before proceeding to hunt through the remaining access line hunt group.

Each hunt group arrangement is subject to availability in the customer's serving central office switch. All of the lines in a hunt group arrangement must be of the same class of service (*i.e.*, same local calling plan).

3.1.11. Maintenance of Service - The Customer shall be responsible for the payment of all related charges for each service call by a the Company employee or contractor to the customer's premises where the service difficulty or trouble results from the use of terminal equipment, communications systems or premises cable and wire on the customer's side of the demarcation point.

3.1.11.A Standard Service Call Charge- Applies for each dispatch during a normally scheduled work day where a technician is on duty. A normally scheduled work day is defined as 8AM to 5PM, Monday through Friday. If more than one technician is dispatched in conjunction with the same trouble report, the charge applies to each technician. This charge also applies to dispatches during a normally scheduled work day where the technician(s) could not access the premises.

3.1.11.B Emergency Service Call Charge – Applies for each dispatch outside a normally scheduled work day where an off duty technician is called in to perform the work. If more than one technician is dispatched in conjunction with the same trouble report, the charge applies to each technician.

3.1.11.C NID Move Charge – Applies for each dispatch related to relocating the customer's Network Interface Device (NID). This charge is in addition to either the Standard or Emergency Repair Charge, which will be determined based on the time of the dispatch.

3.1.12. Individual Case Basis (ICB) Arrangements - For special situations, rates for specialized services will be determined on an Individual Case Basis and specified by agreement between the Company and the Customer.

3.1.13. 9-1-1 Telecommunication Service - All terms and conditions set forth in this Section are applicable to the services as defined in this Tariff.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. Telecommunications Services (cont'd)**3.1.13. 9-1-1 Telecommunication Service (cont'd)****3.1.13.A. Service Overview**

When requested by local government authorities, the Company will provide 9-1-1 Telecommunications Service (9-1-1 Service) for the purpose of voice reporting emergencies by the public.

A Public Safety Answering Point (PSAP) is the answering point for a 9-1-1 call. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAP's answer first; Secondary PSAP's receive calls on a transfer basis only.

Any person dialing 9-1-1 from a telephone that is usable for local exchange telephone network access and arranged to provide 9-1-1 Service will be automatically connected to the appropriate Public Safety Answering Point (PSAP) for that telephone.

For the purposes of this Tariff, a Responding Agency is an agency that is prepared to provide one or more specific emergency services via calls received from a PSAP.

9-1-1 calls originated from the Company's Local Exchange Service access facilities shall be completed to the appropriate PSAP without a charge being assessed to the calling party by the Company.

9-1-1 Service may be classified as one of two types: Basic Service and Enhanced Service.

Basic 9-1-1 Service provides for routing all 9-1-1 calls originated by telephone having telephone numbers beginning with a given central office prefix code or codes to a single PSAP that is prepared to receive those calls. Basic 9-1-1 Service has certain inherent features and optional features that may or may not be available with Enhanced 9-1-1 Service.

Enhanced 9-1-1 Service provides certain features such as selective routing of 9-1-1 calls to a specific PSAP that is selected from the various PSAP serving Business Customers within that central office area. Enhanced 9-1-1 Service has certain other inherent and optional features that may or may not be available with Basic 9-1-1 Service.

3.1.13.B. Regulations (These regulations apply to both Basic and Enhanced Service, as appropriate.)

This offering is limited to the provision and use of the digits 9-1-1 as the Universal Emergency Telephone Number (Code).
9-1-1 Service is one-way service only.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. Telecommunications Services (cont'd)**3.1.13. 9-1-1 Telecommunication Service (cont'd)****3.1.13.B. Regulations (con't)**

The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial, the digits 9-1-1 or to any other person who may be affected by the dialing of the digits 9-1-1. The Company's entire liability arising out of the provision of 9-1-1 Service under this tariff shall be limited as set forth in this Section and in the Rules.

- 3.1.14. **Toll Restriction Service** - An optional, central office activated, service which prohibits anyone from originating a direct dialed (1+) or an operator assisted (0 or 0+) outgoing long distance call from a designated local exchange access line. Any such calls, when attempted, will be routed to a central office announcement which will inform the user that long distance calls are restricted from that line.

Toll Restriction Service will be provided as follows:

- 3.1.14.A. Toll Restriction Service can be placed on any local access line where the customer has subscribed to one of the Company's local service plans.
- 3.1.14.B. For business multi-line hunt groups, each local access line in the hunting group must be equipped with Toll Restriction Service.
- 3.1.14.C. Toll Restriction Service will *not* be provided on PBX trunks.
- 3.1.14.D. Toll Restriction Service is subject to availability in the central office serving the customer.
- 3.1.14.E. The types of outbound long distance calls that are restricted are as follows:
1. Any direct dialed 1+ long distance call. Examples include (1+Area Code+xxx-xxxx), (1+xxx-xxxx), (five-digit carrier access code + 1+xxx-xxxx), or (five-digit carrier access code + 1+Area Code+xxx-xxxx).
 2. Any local or long distance 0+ or 0 call, *even in the event of an emergency*. Examples include (0+Area Code+xxx-xxxx), (0+xxx-xxxx), (five-digit carrier access code + 0+xxx-xxxx), or (five-digit carrier access code + 0+Area Code+xxx-xxxx).
 3. Any Directory Assistance call for local or long distance numbers. Examples include (1+411) and (1+555-1212).
- Any call placed to a local DIAL 976 telephone number. Example (976-xxxx).
5. Any call to an emergency telephone number if it is a long distance call.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1. Telecommunications Services (cont'd)**3.1.14. Toll Restriction Service (cont'd)**

3.1.14.G. The customer indemnifies and saves the Company harmless from any and all claims, losses and damages that may be caused by Toll Restriction Service.

3.1.15. Accounting Codes

Accounting Codes provide for the use of pre-programmed codes dialed with each outbound interLATA call enabling business customers to account for each interLATA call. Accounting codes are offered to business customers who choose the Company as their interLATA carrier.

Customers will be provided with randomly assigned 3-digit codes in blocks of ten (10). Additional blocks of ten (10) may be added; however, accounting codes will not be deleted.

All codes will be "validated".

Customers will be provided with a separate monthly report of all interLATA calls broken down by accounting code.

The Company takes no responsibility for the use of the codes or the accuracy of the reporting.

3.1.16. Dual Service

Dual Service, as part of an outside/physical move of telephone service, provides business customers the ability to have service at both the old and the new location at the same time.

1. At the time a service order is placed to physically move telephone service, the customer may specify a period of time, not to exceed 30 days, that they want to receive Dual Service.
2. Dual Service can be provided as long as the customer's new location is served by the same Central Office, which is normally the case when the customer is able to keep their existing phone number(s).
3. Dual service begins on the Service Order Completion (SOC) date of the new service, and extends for the number of days specified by the customer at the time of the order.
4. The number of days specified by the customer at the time of the order cannot be changed.
5. When Dual Service is disconnected after the specified period of time, there may be a slight outage. The outage, if there is one, should not be significant.
6. The per line rate of \$25 is the same whether the service period is one day or 30 days. This is a non-recurring charge.
7. This service replaces coordinated moves. Coordinated (i.e. after hours) move are no longer an option.

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SECTION 4 - RATES AND CHARGES

4.1 Basic Line Service

Basic Line Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Company-provided Basic Lines. Each Basic Line is provided with the following standard features which can be deleted at the Customer's option:

- Touch Tone
- Call Waiting
- Call Forwarding
- Three-Way Conference Calling

Non-recurring and monthly recurring rates per Basic Line apply as follows:

	Non-Recurring	Monthly Recurring Each Line
All access areas	\$500.00	\$25.00

4.2 Basic Trunk Service

Basic Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic Trunk is provided with touch tone signaling and may be configured into a hunt group with other Company-provided Basic Trunks.

For trunks equipped with Direct Inward Dial (DID) capability and DID numbers, see sections _____

Per Trunk	Non-Recurring	Monthly Recurring
All Access Areas:	\$500.00	\$25.00

Customers of Basic Line Service may select optional feature Caller Name and Number Delivery for an additional monthly charge. Prior to sending the originating telephone number to a Customer's display unit, the Company will associate that number with an electronic white pages listing, thereby transmitting both the originating number and the associated directory listing.

All Access Areas Monthly Recurring Charge for Calling Name and Number Delivery \$6.00 per line

4.4 DID Trunk Service

DID Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to receive incoming calls one call at a time. DID Trunk Service transmits the dialed digits for all incoming calls allowing the customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. DID number charges set forth in Section 6.2 blocks apply in addition to the DID Trunk charges listed below.

Non-recurring and monthly recurring rates per DID Trunk, apply as follows:

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.4 DID Trunk Service (cont'd)

Per Trunk	Non-Recurring	Monthly Recurring
	\$500.00	\$35.00

4.5 Digital Trunk Service

Digital Trunk Service provides a Customer with a digital connection operating at 1.544 Mbps which is time division multiplexed into 24 individual voice-grade telephonic communications channels, each of which can be used to place or receive one call at a time. Digital Trunks are provided for connection of compatible Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Digital Trunk is provided with dual tone multi-frequency (DTMF) or multi-frequency (MF) signaling, as specified by the Customer. Digital Trunks may be configured into hunt groups with other Company-provided Digital Trunks. The terminal interface for each Digital Trunk Service is a DSX-1 panel.

Individual channels carried over a Digital Trunk may be equipped with Direct Inward Dial (DID) capability. Additional charges for DID numbers are set forth in Section 6.2. Monthly recurring rates per Digital Trunk per point, apply as follows:

Digital T1

(Rates apply Statewide)

T1 Equivalent	1 year term	2 year term	3 year term
1	\$350	\$333	\$315
4	\$315	\$299	\$284
7	\$298	\$283	\$268
12	\$280	\$260	\$252
19	\$263	\$250	\$237
28+	\$245	\$233	\$221

DID/DOD T1

(Rates apply to Access Areas A, B & C)

T1 Equivalent	1 year term	2 year term	3 year term
1	\$550	\$523	\$495
4	\$495	\$470	\$446
7	\$468	\$445	\$421
12	\$440	\$418	\$396
19	\$413	\$392	\$372
28+	\$385	\$366	\$347

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SECTION 4 - RATES AND CHARGES (Cont'd)**4.5 Digital Trunk Service (cont'd)**

Rates per Digital Trunk per point apply as follows:

	Monthly Recurring	Non-Recurring Charge
Digital T1 and PRI Installation Charges	N/A	\$150.00
Channelized DIDs (per channel)*	\$9.00	\$25.00

Customer may, at its option, procure link directly from another service provider other than The company while subscribing to The company port elements.

*Channelized DIDs are not discounted as the number of T1s decrease.

4.6 ISDN Primary Rate Interface (PRI)

The company ISDN PRI is a competitive digital business telecommunications service offered to all customers located within Chicago LATA 358. ISDN PRI is a switched service that provides the end user with clear channel signaling (64Kbs) in increments of 24 channels formatted within a T1 (1.544 Mbps) allowing such uses as carrying voice traffic, packetized data, or acting as common trunks. The company ISDN PRI end users will connect their CPE equipment to the company's central office via T1 connections.

All Customer Provided Equipment (CPE) used with The company ISDN PRI is required to conform with the Bellcore Technical Reference Specifications as used by The company: ISDN Primary Rate Access Transport System Requirements (a module of TSGR, FR-440), Issue Number 01; Technical Reference: TR-TSY-000754.

4.6.1 Standard Features for Circuit Switched Voice and Circuit Switched Data Services**A. Call by Call for Trunk Groups**

Allows Circuit Switched Voice and Circuit Switched Data Services to enable over the company ISDN PRI trunk to share "B" channels and arrange them as a single trunk group. This allows incoming and outgoing Circuit Switched Voice and Data calls to utilize "B" Channels on a call by call basis. (Without this capability, each service would require "B" channel.) "B" Channel Packet Switched Data Service cannot utilize this capability. ISDN PRI provides the end user with fractional T1 capabilities by using multiple B channels as required to support the request for aggregate bandwidth of each application thus using SS7 interconnection trunks between The company and Ameritech. All of the 23 channels (24 where technology permits) are usable as stand alone trunk groups. Trunk groups can be equipped with Direct Inward Dial (DID) functionality.

B. Caller Name and Number Delivery (Caller ID) Capability

All calling numbers presented to the services working on the ISDN PRI connection can be delivered to the customer's CPE, including calls made to Direct Inward Dialing Service telephone numbers.

C. Clear Channel Capability

ISDN PRI uses a standard 23b +D channel format providing "B" channels solely used for customer applications, since all signaling and control functions are handled by the "D" channel. This allows up to 64 Kbps access on each "B" channel and multiple B channels can be configured together in order to satisfy bandwidth requirements required to pass customer information to distant end terminations where technically

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SECTION 4 - RATES AND CHARGES (Cont'd)**4.6 ISDN Primary Rate Interface (PRI) (Cont'd)**

feasible via The company ISDN PRI connections. ISDN PRI also allows multiple T1s to be configured as one user group using a single D channel for signaling support thus increasing available bandwidth.

D. Digital Voice Transmission

All voice calls are converted from an analog into a digital format to be transported across the network.

E. "D" Channel Control of Multiple Prime

Utilizes a single "D" channel to provide signaling and control for multiple ISDN PRI connections within a defined group. This allows the end user an additional bandwidth of 1.544 Mbs for each additional PRI port connection.

F. Equal Access Calling

Allows the customer to predefine an inter-exchange carrier or randomly access an interexchange carrier for each Trunk Group enabled. The carrier designation can be changed for charges as filed for the State of Texas with the F.C.C. in Ameritech Operating Companies Tariff F.C.C. No. 1.

4.7 Optional Features for Circuit Switched Voice and Circuit Switched Data Services**A. Backup "D" Channel Arrangement**

Provides backup for a primary "D" channel under those circumstances where multiple ISDN Prime connections share a "D" single channel. A predetermined "D" channel on another PRI connection would automatically take over call control and signaling functions.

Monthly Recurring Charge Non Recurring Charge

D-Channel \$50.00 \$50.00

B. System Intercommunication Service

Allows The company ISDN PRI "B" channels to connect to a Centrex business system or another The company ISDN PRI that originates in the same central office. This feature is offered on a per trunk group basis only.

Rate: Individual Case Basis (ICB)

C. Call by Call for Fx and Tie Lines

Allows Foreign District (FX) and Tie Line calls to be directed to and originated from ISDN PRI "B" channels. This provides Call by Call service selection for incoming and outgoing Circuit Switched and Private Facility services

Rate: Individual Case Basis (ICB)

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.7 Optional Features for Circuit Switched Voice and Circuit Switched Data Services (Cont'd)

D. 2B Channel Transfer

Allows the Customer's CPE to more efficiently use PRI trunk connections for ISDN calling. If an inbound call is forwarded or transferred using two channels in a PRI, the channels that were used to make the connection can be dropped and made available to future calls.

Monthly Recurring: \$75.00 Non-Recurring: \$100.00

E) Caller Name and Number Delivery (Caller ID)

Caller ID allows customers to receive the name and number of the calling party at a PBX/station equipped with a customer-provided display. The Customer must have a PBX or Key System that is ISCN NI-2 compliant and can accept a PRI.

Monthly Recurring: \$350.00 Non-Recurring Charge: \$50.00

F) Outbound ANI Over T1

Enables The company outbound Customers to deliver a pre-programmed calling name and calling number over their T1 Trunks. The Customer can request a specific name and number to be delivered when they make an outbound call.

Monthly Recurring: \$50.00 Non-Recurring Charge: N/A

4.8 Usage Rates

Voice and circuit switched calls will be subject to the usage charges in the Company's Basic Line Service as shown in section 8.3 of this tariff.

4.9 Line Charges

The rates shown below for The company PRI are exclusive of local and toll usage charges, The company T1, and associated customer premises equipment.

(Rates apply to Access Areas A, B & C)

T1 Equivalent	1 year term	2 year term	3 year term
1	\$750	\$650	\$600
4	\$595	\$570	\$546
7	\$468	\$445	\$421
12	\$440	\$418	\$396
19	\$413	\$392	\$372
28+	\$385	\$366	\$347

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.10 Inbound Digital DID Service From Multiple Rate Centers

Inbound Digital DID Service From Multiple Rate Centers is designed for high volumes of inbound calling. A minimum order of 24 lines is required. This service will support all rate centers perfacility or trunk group within The company's designated service areas.

Customers may choose to have Inbound Digital DID Service from Multiple Rate Center equipped with ISDN Primary Rate Interface (PRI).

Recurring rates per T1 apply as follows:

#T-1s	Digital DID		ISDN PRI	
	1 YR	2 YR	1 YR	2 YR
1 - 3	\$550	\$523	\$1,000	\$900
4 - 6	\$495	\$470	\$900	\$800
7 - 11	\$468	\$444	\$850	\$750
12 - 18	\$440	\$418	\$800	\$700
19 - 27	\$413	\$392	\$750	\$650
28 +	\$385	\$366	\$700	\$600

Rates per Digital Trunk per point apply as follows:

	Monthly Recurring	Non-Recurring Charge
Digital T1 and PRI Installation Charges	N/A	\$150.00
DID numbers (charge per number)	\$0.02	\$2.50

Recurring rates per T1 if Co-located apply as follows:

#T-1s	ISDN PRI	
	1 YR	2 YR
1 - 6	\$420	\$403
7 - 18	\$403	\$385
19 - 27	\$385	\$368
28+	\$368	\$350

Rates per Digital Trunk per point apply as follows:

	Monthly Recurring	Non-Recurring Charge
Digital T1 and PRI Installation Charges	N/A	\$150.00
DID numbers (charge per number)	\$0.02	\$2.50

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.11 Virtual Exchange Services

4.11.1 Description

Virtual Exchange is an inbound foreign exchange (FX) service. The Company assigns telephone numbers (NPA-NXX-XXXX) from a foreign rate center outside of the subscriber's geographic exchange area. Virtual Exchange service must terminate on the Company provided DID, DIOD, 2-way or ISDN PRI access facilities.

Virtual Exchange customers must subscribe to the company DID, DIOD, 2-Way or ISDN PRI service and maintain a BTN (Billing Telephone Number) from within their home rate center. Virtual Exchange service is an inbound only feature. All outbound calls originated from a Virtual Exchange customer will be charged at applicable usage rates based upon the customer's home rate center.

Virtual Exchange numbers are available only from existing service areas as defined in this tariff.

4.11.2	Monthly Recurring Charge	Non-Recurring Charge
	Rate Center Charge\$50	\$150
	DID Numbers (per)\$2	\$3

4.12 Private Line

DS1 Service

- A) DS1 Private Line (DS1) is a channel for the transmission of nominal 1.544 Mbps, isochronous serial data. The actual bit rate and framing format is a function of the channel interface selected by the customer. DS1 channels are provisioned, 1) between customer and designated Premises, 2) between a customer designated Premises and a Company POP (where DS1 Multiplexing is performed), 3) between a customer designated premises and an DS3 Multiplexing is performed), and 4) as a Service- to-Service Through Connect Arrangement with another DS1 circuit. Fractional DS1 Private Line is not available.

When a single DS1 is ordered to be terminated at a customer's designated Carrier's all-digital POP which requires a minimum digital interface level of Mbps, Company will provide the required interface to the Carrier where facilities are available. For this connection, Company will require the Carrier to procure a minimum of a DS3-level Private Line entrance facility (or channel termination) from their POP to the Company POP.

- B) DS3 Private Line (DS3) is a channel for the transmission of nominal 44.736 Mbps, isochronous serial data. DS3 circuits are provisioned, 1) between customer designated premises, 2) between a customer designated premises and a Company POP (where DS3 Multiplexing is performed), 3) between a customer designated premises and 4) as a Service-to-Service Through Connect Arrangement with another DS3 circuit. When customers order DS3, they will receive an electrical signal with a transmission speed of 44.736 Mbps per Channel.

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SECTION 4 - RATES AND CHARGES (Cont'd)

- C) Optical SONET Services are provided in accordance with ANSI Standard T1.105. OC-3 Service operates at 155.520 Mbps and is configured with 3 separate STS-1 signaling paths. OC-3C Service operates at 155.520 Mbps and is configured with 1 STS-3C signaling path (or 3 concatenated STS-1 signaling paths). OC-12 Service operates at 622.080 Mbps with 12 separate STS-1 signaling paths. OC-12C Service operates at 622.080 Mbps with 1 STS-12C signaling path (or 4 separate STS-3C signaling paths). OC-48 Service operates at 9953.280 Mbps and is configured with 48 separate STS-1 signaling paths.

4.12.1 Pricing

All Private Line Services will be provided on an ICB basis

4.13 **Integrated Voice and Data Service**

4.13.1 Description

Integrated Voice and Data (IVAD) Service allows a customer to utilize a single high capacity facility¹ to integrate both voice and data services. IVAD service is available in different groups of channels and at varying bandwidth speeds. IVAD is available in groups of 12, 16, 20, 24, or 32 channels.

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SECTION 4 - RATES AND CHARGES (Cont'd)**4.13.2 Pricing**

Number of Channels	Bandwidth	1-year Standard	2-year Standard	3-year Standard
12	256	\$ 509.76	\$ 494.40	\$ 483.34
12	512	\$ 619.76	\$ 604.40	\$ 593.34
12	DS1	\$ 829.76	\$ 814.40	\$ 803.34
16	256	\$ 581.28	\$ 552.86	\$ 539.51
16	512	\$ 691.28	\$ 662.86	\$ 649.51
16	DS1	\$ 901.28	\$ 872.86	\$ 859.51
20	256	\$ 637.20	\$ 609.82	\$ 594.21
20	512	\$ 747.20	\$ 719.82	\$ 704.21
20	DS1	\$ 957.20	\$ 929.82	\$ 914.21
24	256	\$ 679.36	\$ 655.04	\$ 637.54
24	512	\$ 789.36	\$ 765.04	\$ 747.54
24	DS1	\$ 999.36	\$ 975.04	\$ 957.54
28	256	\$ 709.40	\$ 683.16	\$ 664.27
28	512	\$ 819.40	\$ 793.16	\$ 774.27
28	DS1	\$1,029.40	\$1,003.16	\$ 984.27
32	256	\$ 728.80	\$ 701.06	\$ 681.09
32	512	\$ 838.80	\$ 811.06	\$ 791.09
32	DS1	\$1,048.80	\$1,021.06	\$1,001.09

Installation Charge (NRC) \$ 850.00²

Std 12-VC per channel rate (w/o EUCL)
 Std 16-VC per channel rate (w/o EUCL)
 Std 20-VC per channel rate (w/o EUCL)
 Std 24-VC per channel rate (w/o EUCL)
 Std 28-VC per channel rate (w/o EUCL)
 Std 32-VC per channel rate (w/o EUCL)

Rates for usage, as specified in this tariff, will also apply.

1 The Company will provision the IVAD circuit to the customer's location, based on the proximity of that location to the Company's local network facilities and by the sole discretion of the Company as to the technology and transmission path utilized to provide the IVAD service.

2 Installation charge includes service establishment, installation of circuit, and installation of customer premise equipment and battery back-up. The customer is responsible for future replacement of battery back up.

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.14 Fractional Integrated Voice and Data Service PRI (IVAD PRI)

4.14.1 Description

IVAD Fractional PRI allows a customer to utilize an ISDN PRI Service in fractional arrangements. All voice and data service options currently offered for IVAD PRI will be offered with IVAD Fractional PRI. IVAD service is available in different groups of channels and at varying bandwidth speeds. Fractional IVAD is available in groups of 12, 16 & 20.

4.14.2 Pricing

IVAD Fractional PRI is priced on an ICB basis.

4.14.3 Integrated Voice and Data Service – DS3 Level

Integrated Voice and Data Service – DS3 Level (IVADs3) is a channelized DS3 facility that will allow a customer to combine both voice and data DS1s onto a single DS3 circuit. Voice circuits can be either digital DS1 or ISDN PRI in any standard format offered by the Company in this tariff.¹ Bandwidth for the data portion of this service is limited to 20Mbps per circuit. A minimum of nine DS1s is required for this service. The circuits can be any combination of data and voice DS1s. The DS1s on an IVADs3 circuit cannot be further multiplexed or channelized to a DS0 service level. Usage charges as listed in section 8.3 of this tariff also apply.

	1 Year	2 Year
Base Price, per T1 (Initial 9 T1's)	\$605	\$550
Additional T1's per T1		
10 - 14	\$424	\$385
15 - 19	\$319	\$290
20 - 24	\$237	\$215
25 - 28	\$176	\$160

4.14.4 This option provides for the installation by the Company of the customer premise equipment including configuration, management and on going maintenance. The company will maintain the ownership of any customer premise equipment.

#T1s	2 Year Term
1 - 9	\$625
10 - 14	\$385
15 - 19	\$290
20 - 24	\$215
25 - 28	\$160

¹ Requests for T1s configured for Inbound Digital DID Service from Multiple Rate Centers will be considered on an individual case basis (ICB).

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.15 **Integrated Voice and Data Service – Trunk Option**

The company's IVAD Trunk service options provide Direct Inward Dialing (DID) capabilities for inbound calling. DIDs allow customers to oversubscribe voice channels for inbound calls on their telephone system (PBX or Key System). Customers will order the the company Trunk service option that relates to the configuration or interface of the customer's telephone system. The charges for number of channels and bandwidth levels as listed for IVAD DS1 service will apply, along with a trunk charge. Installation charges as listed for IVAD DS1 service will also apply.

Circuit	Trunk Charge
Digital T1	\$25 MRC per circuit
PRI	\$75 MRC per circuit
Analog DID	\$50 MRC per circuit

4.16 **Directory Listings**

4.16.1 **Primary Listing**

For each Customer of Company-provided Local Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number1 in the directory(ies) published by the dominant Local Exchange Carrier in the area at no charge. This free primary listing includes a one-line listing in the white pages and a one-line heading in the yellow pages. It consists of a name and may include a nickname, title, designation, and an address and a telephone number.

4.16.2 **Other Directory Listing Services**

At the Customer's option, the Company will arrange for other directory listing services at the following rates:

	Non-Recurring Charge	Monthly Recurring Charge
Listed Service		
Additional Listing	\$5.00	
Caption	N/A	\$5.00
Foreign Listing	N/A	\$5.00
Line of Information	N/A	\$5.00
Unlisted Service	N/A	\$0.50
Non-Published Service	N/A	\$1.35

4.17 **Direct Inward Dial (DID) Service**

DID service is an optional feature which can be purchased in conjunction with Company-provided Basic Trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID numbers apply in addition to charges specified for Basic Trunks or Digital Trunks in Sections 5.5, 5.6 and 5.7, respectively.

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.17 Direct Inward Dial (DID) Service (cont'd)

1 For Customers with multiple premises served by the Company, will arrange for a listing of the main billing telephone number at each premise.

So the Company may efficiently manage its number resource, the Company, at its sole discretion, reserves the right to limit the quantity of DID numbers a Customer may obtain. Requests for 300 or more DID numbers must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such numbers, or both, assigned to the Customer, whenever deems it necessary to do so in the conduct of its business.

Non-Recurring Monthly Recurring

DID Numbers (charge per number) \$2.50 \$0.02

4.18 Digital Data Service

Description

Digital Data Service (DDS) allows customers to efficiently use PRI trunk connections for various data applications. Customers may utilize full 64K bandwidth of capacity on each B-channel. When a customer makes or receives a DDS call, the Company's switch recognizes the call as DDS and routes it appropriately based on the route characteristic tables set up in translations.

DDS is only available on a PRI provisioned from the Company and is used in conjunction with the Company's long distance service (Section 10 of this tariff). The customer is responsible for insuring that the equipment at the customer's premise is capable of accepting PRI programming, able to perform channel bonding and capable to provide videoconferencing (if necessary for the customer's application). The customer must also ensure that connections to the terminating location are capable of supporting 64k bandwidth transmissions. The company will make available 64k bandwidth connections on its network. The customer must submit a forecast to the Company if they wish to utilize DDS so that the company can ensure proper bandwidth capabilities. DDS is not available with calling cards. DDS is available on a one or two year term.

DDS is charged at a per channel/per minute rate. A single channel is measured as 64K. The 64K rate should be multiplied times the number of channels needed for each data transmission.

Rates

	1 Year	2 Years
On Market	\$0.1050	\$0.0975
Off Market	\$0.1250	\$0.1188
Toll Free Service	\$0.1700	\$0.1615

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SECTION 4 - RATES AND CHARGES (Cont'd)**4.19 Remote Call Forwarding (RCF)****4.19.1 Description**

Remote Call Forwarding (RCF) is a local exchange service feature whereby all calls dialed to a telephone number equipped for RCF are automatically forwarded to another dial able number specified by the customer. A calling party pays the applicable charges to call the number equipped with an RCF feature, while the RCF customer pays the applicable charges for the forwarded portion of the call. RCF service is offered subject to availability of facilities. RCF service is not offered where the terminating station is a coin telephone.

Each RCF feature allows for forwarding one call at a given time. An additional path is necessary for each additional call to be forwarded simultaneously. The customer can specify a maximum of 10 paths (i.e., simultaneous phone calls) per DID with RCF. The company will not provide identification of the originating telephone number to the RCF customer. The customer must have existing telephone service from a telecommunications carrier at the terminating location in order to receive calls. RCF is available with all Company local exchange services. All other line and usage charges associated with local exchange services will apply in addition to the RCF charges.

Transmission characteristics vary depending on the distance and routing necessary to complete the remotely forwarded call. Normal grade end-to-end transmission is not guaranteed on such calls. RCF service is not represented as suitable for satisfactory transmission of data. The customer is responsible to subscribe to sufficient RCF features and facilities at the terminating location to adequately handle calls without interfering with or impairing any services offered by the company.

4.19.2 Pricing

Set-up per number forwarded (NRC): \$30
Per path charge (MRC): \$15

4.20 Resold Local Exchange Service**Description**

Resold Local Exchange Service is composed of the resale of Local Exchange Service lines and local calling provided by other certificated Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate/international services.

The company does not offer this service at this time.

4.21 Local and IntraLATA Calling Service**Description**

Local and IntraLATA Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones included in the caller's local and IntraLATA calling areas, but within the caller's LATA.

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.22 Time Periods

Peak, Mid-Peak and Off-Peak rates apply as follows:

To But

Rates	From	Not Including	Days	Applicable
-------	------	---------------	------	------------

Peak	9:00 A.M.	11:00 A.M.	Mon. - Fri.
	2:00 P.M.	8:00 P.M.	

Mid-Peak	8:00 A.M.	9:00 A.M.	Mon. - Fri.
	11:00 A.M.	2:00 P.M.	
	8:00 P.M.	9:00 P.M.	

Off-Peak All other days, times, and holidays.

Holidays include New Year's Day (January 1), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

4.23 Reserved for future use.

4.24 Usage Volume Discounts

Customers who are billed by the company are eligible for the usage volume discounts. Discounts will be applied to a customer's usage charges based upon the customer's total minutes from all intrastate services for the account for the billing period. Discount percentages increase as total usage charges increase to the next threshold level. Calls are rated in one (1) minute increments with a one (1) minute call minimum.

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SECTION 4 - RATES AND CHARGES (Cont'd)**4.25 Basic**

Minutes of use are charged at a declining rate for usage. Usage is accumulated on a per account basis during the customer billing period, with the declining rate charged accordingly.

Monthly Usage	Discount
\$0 - \$999	0%
\$1,000 - \$2,499	5%
\$2,500 - \$3,999	10%
\$4,000 +	15%

4.26 Outbound 64K Long Distance**4.26.1 Description**

Outbound 64K LD allows customer to efficiently use ISDN-PRI trunk connections for videoconferencing. This product allows for full 64K bandwidth on each "B" channel for long distance calls.

4.26.2 Regulations

Outbound 64K LD is available with a Company ISDN-PRI circuit. The customer must ensure that their equipment is programmed to accept ISDN-PRI signaling and perform channel bonding. Outbound 64K LD is available where facilities exist. The ability of the public switched telephone network to support 64K bandwidth may also affect the availability of this product. The customer must ensure that the terminating location of the videoconference is able to accept end-to-end 64K bandwidth and both locations of the call must be on the Company's network.

Outbound 64K LD is available with either the company Long Distance or LocalLINC Long Distance services. Rates for these services, as listed in sections 10 and 14 of this tariff will apply.

4.26.3 Other Service Arrangements

This Section reserved for Other Service Arrangements.

4.27 Directory Assistance**4.27.1 Description**

Customers and Users of the Company's calling services (excluding toll free services), may obtain directory assistance in determining telephone numbers within Illinois by calling the Directory Assistance operator.

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.27.2 Rates

A) Directory Assistance charges apply for all requests for which the Company's facilities are used. Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

	Local	All Other
Per Number Requested	\$0.55	\$0.75

B) A credit will be given for calls to Directory Assistance when:

- the Customer experiences poor transmission or is cut-off during the call,
- the Customer is given an incorrect telephone number, or
- the Customer inadvertently misdials an incorrect Directory Assistance NPA.

To receive a credit, the customer must notify the Company operator or Business Office of the problem experienced.

4.28 Restoration of Service

A restoration charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged for. The restoration charge does not apply when, after disconnection of service, service is later re-established. The following rates apply per occasion:

Non-Recurring Charge: \$50.00 per occasion

4.29 Service and Maintenance Charges

4.29.1 Order Change Charge

An Order Change Charge will apply when the Company performs some alteration to a customer's existing telephone service including moves, adds, changes and disconnects, or for establishing new service.

Non-recurring charge: \$150.00 per change

4.29.2 Expedited Order Charge

An Expedited Order Charge will apply when a customer requests a service date that is earlier than the standard interval service date for the service ordered. The request for an earlier service date may be received from the customer prior to the issuance of an order, or after the order has been issued but prior to the service date. The company's acceptance of an expedited order is not a guarantee, implied or otherwise, that the service will be installed on or before the customer's requested date. If The company accepts an expedite order and does not meet the customer's requested date, the expedite order fee will not be refunded.

Non-recurring charge: \$500.00 per request

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SECTION 4 - RATES AND CHARGES (Cont'd)**4.30 DID Number Translation Charge**

The DID Number Translation Charge covers customer-initiated translation work that takes place within the Company's switching platforms or network in order to properly route calls to customer specifications.

Non-recurring charge: \$100.00 Monthly Recurring Charge: \$100.00

4.30.1 Service Trip Charge

If an on-premise visit by the Company is required for trouble or service difficulties not resultant from the Company's provided equipment, a Service Trip Charge may assessed to the subscriber for the visit by the Company and reasonable hourly charges by the technician.

Non-Recurring Charge: \$50.00 per visit

4.30.2 Labor Charges

The following charges shall apply for labor performed by the Company per Customer request. Labor hours are billed in half-hour increments.

Normal business hours: \$150.00 first ½ hr, \$50.00 each additional ½ hr
(Monday through Friday, 8:00 a.m. to 6:00 p.m., except holidays*)

Off-hour business hours: \$300.00 first ½ hr, \$75.00 each additional ½ hr
(Monday through Friday, 6:00 p.m. to 8:00 a.m., except holidays*)

Saturdays, Sundays, & Holidays*: \$500.00 first ½ hr, \$125.00 each additional ½ hr

*Holidays include New Year's Day (January 1), Memorial Day (the last Monday in May), Independence Day (July 4) Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November) and Christmas Day (December 25).

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SECTION 4 - RATES AND CHARGES (Cont'd)**4.31 Optical Services**

OPTICAL METRO is provided under several service configurations:

4.31.1 Descriptions

Basic: The OPTICAL METRO Basic service configuration provides the customer a switched, logical point-to-point or point-to-multipoint connection between customer locations, using a physical connection to the network, and virtual connections through the OPTICAL METRO network.

Basic Plus: The OPTICAL METRO Basic Plus service configuration provides the customer a switched, logical point-to-point, point-to-multipoint or multipoint-to-multipoint connection between customer locations, using a physical connection to the network, and virtual connections through the OPTICAL METRO network.

4.31.2 GENERAL DESCRIPTION

Service configurations include a choice of one of two underlying Grades of Service: Bronze and Silver. Each Grade of Service offers a different level of service performance. The following describes the service parameters for each Grade of Service.

Silver –The applications best suited for this Grade of Service are general data applications with more tolerance for delay and/or those that are lower in priority. This Grade of Service is the appropriate selection for general data traffic since it tolerates bursting and time-varying traffic. The service parameters associated with this Grade of Service are Packet Delivery Rate (PDR) and Latency.

Packet Delivery Rate is at least 99.5% of total traffic from source Network Terminating Equipment (NTE) to the destination NTE to which the customer port is attached.

Latency is limited to a delay across a connection of no more than 27 ms (54 ms roundtrip) one-way end-to-end within the Company's network for packets 1500 bytes or less.

Gold - This Grade of Service supports applications that require minimal loss and low latency variation (jitter). Data in this Grade of Service will be provisioned in a priority queue indicating that it is delay sensitive. The service parameters associated with this Grade of Service are Packet Delivery Rate (PDR), Latency and Jitter.

Packet Delivery Rate is at least 99.9% of total traffic from source Network Terminating Equipment (NTE) to the destination NTE to which the customer port is attached.

Latency is limited to a delay across a connection of no more than 18 ms (36 ms roundtrip) one-way end-to-end within the Company's network for packets 1500 bytes or less.

Jitter is limited to less than 12 ms one-way end-to-end within the Company's network.

4.31.3 REGULATIONS

In addition to the regulations contained in this tariff, the following regulations apply to this service:

4.31.4 This service is available to customers in those LATA's served by and within the service territories of the Company only.

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.32 Service Description

- 4.32.1 OPTICAL METRO Service is provided at the option of the Company where equipment and facilities permit. If appropriate facilities are not available, Special Construction charges may apply.
- 4.32.2 The customer provided equipment (CPE) must deliver the data signal for the OPTICAL METRO transport within the industry specification for the subscribed data service. See TECHNICAL SPECIFICATIONS PACKAGES following.
- 4.32.3 OPTICAL METRO Service supports full duplex communication.
- 4.32.4 OPTICAL METRO Service does not allow for oversubscription. The sum totals of the Usage assigned to EVCs are mapped to a single port, and cannot exceed the ordered CIR.
- 4.32.5 If a customer connects to the OPTICAL METRO network using a bridge or switch for Layer 2 connectivity, only 50 MAC addresses can be used per Layer 2 device, per port. Any additional addresses will be assessed an additional charge, with a limit of 100 MAC addresses total per port. See RATES AND CHARGES following.
- 4.32.6 If a customer desires service from a Serving Wire Center that is not equipped to provide OPTICAL METRO Service, additional charges may apply for use of a Repeater. A network engineering study will need to be completed to ensure adequate service provisioning is capable. See RATES AND CHARGES following.
- 4.32.7 For Basic Service, a total of 8 Ethernet Virtual Connections (EVCs) may be configured per 10/100 Base T connection, and a total of 64 EVCs may be configured per 1 Gbps connection. For Basic Plus Service, a total of 7 EVCs may be configured per 10/100 Base T connection, and a total of 63 EVCs may be configured per 1 Gbps connection. Should the customer request more than 64 EVCs on a Basic Service 1 Gbps connection, or more than 63 EVCs on a Basic Plus Service 1 Gbps connection, a technical review will need to be conducted to determine whether the network will support more EVCs.
- 4.32.8 If a customer desires that service be provided on a due date less than the standard interval, the customer may request that service be provided on an expedited basis. If the Company determines that service can be provided on the requested expedited date and spare facilities are available, the Expedite Order Charge (per port, per location) will apply. See RATES AND CHARGES following.
- 4.32.9 If the customer cancels service prior to installation being completed, a Service Order Cancellation Charge (per port, per location) will apply. See RATES AND CHARGES following. The customer's intent to cancel service must be made in writing.
- 4.32.10 The CIR selected by the customer must be committed to for a 30 day period before an increase in CIR can be requested.
- 4.32.11 OPTICAL METRO Service is not available in a meet-point billing arrangement involving other Carriers.
- 4.32.12 A Letter of Authorization (LOA) will need to be established if customers want to purchase a logical connection via an Ethernet Virtual Connection (EVC) to another customer in order to ensure security and accuracy in the connection.
- 4.32.13 Allowance for Interruption

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SECTION 4 - RATES AND CHARGES (Cont'd)**4.32 Service Description (cont'd)**

In case of an interruption to service, allowance for the period of interruption, if not due to the negligence of the customer or the customer's end user, shall be as follows: no credit shall be allowed for an interruption of less than 10 seconds. The customer shall be credited for an interruption of 10 seconds or more as follows: the credit shall be at the rate of 10/8640 of the monthly charges for the service for each period of 5 minutes or major fraction thereof that the interruption continues. The credit allowance(s) for service interruptions shall not exceed 100% of the applicable monthly rates. The Company's failure to provide or maintain services under this tariff shall be excused by force majeure events such as, but not limited to, an earthquake, hurricane, flood, fire, storms, tornadoes, explosion, lightning, power surges or failure, fiber cuts, strikes or labor disputes, acts of war, civil disturbances, acts of civil or military authorities or public enemy, governmental orders, civil commotion, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.

4.32.14 Service Level Agreements (SLA's) are offered with this service, and provide customers with end to-end performance backed by service credits if minimum quality standards are not met by the Company.

4.32.15 Network Availability

Network Availability of 99.95% per month, including the local loop, is provided by the Company. This equates to less than 21.6 minutes of downtime per month (based on a 30-day month), excluding maintenance windows and other appropriate exclusions (see Exclusions following). Network Availability is calculated as the percentage of time that the OPT -E-MAN network is capable of accepting and delivering customer data to the total time in the measurement period. The calculation for Network Availability for a given calendar month is as follows:

Network Availability =

$$\frac{[24 \text{ hours} \times \text{days in month} \times 60 \text{ minutes} \times \text{number of customer sites}] - \text{network outage time (measured in minutes)}}{[24 \text{ hours} \times \text{days in month} \times 60 \text{ minutes} \times \text{number of customer sites}]}$$

As noted in the above formula, all ports included in a customer's network are utilized in calculating Network Availability.

The customer is responsible for (1) notifying the Company within 45 days after the end of the month when the service parameter falls below the committed level, and (2) requesting a service credit.

Upon verification by the Company that the actual service performance for that parameter was less than the committed level, the customer will be provided a service credit equal to 10% of the monthly recurring charge for that service parameter for all affected ports.

4.32.16 Grade of Service SLA's are provided for OPTICAL METRO Service. If the Company fails to meet service parameters defined for each Grade of Service, service credits will be offered to the customer given certain conditions are met:

The customer is responsible for (1) notifying the Company within 45 days after the end of the month when the service parameter falls below (or above) the committed level, and (2) requesting a service credit.

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SECTION 4 - RATES AND CHARGES (Cont'd)**4.32 Service Description (Cont'd)**

Upon notification by the customer that the actual service performance for that parameter was less than the committed level, the Company has 30 days to correct the problem. If after 30 days, the service performance for that parameter is still less than the committed level, the customer will be provided a service credit equal to 25% of the monthly recurring charge for that service parameter for all affected ports for the month in which the service parameters fall below (or above) the committed level. Packet Delivery Rate, Latency and Jitter calculations will be measured only when the OPTICAL METRO network is available.

4.32.17 Exclusions (Service Level Agreements and Grade of Service credits)

The Company will be excluded from providing Service Level Agreements credits and Grade of Service credits should any of the following conditions occur:

Force majeure events such as, but not limited to, an earthquake, hurricane, flood, fire, storms, tornadoes, explosion, lightning, power surges or failure, fiber cuts, strikes or labor disputes, acts of war, civil disturbances, acts of civil or military authorities or public enemy, governmental orders, civil commotion, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.

All SLAs are offered across the Company's network. The failures of any components beyond the local facility including the Network Interface (NI), the CSU/DSU/Channel band/Extended Demarcation are excluded from the SLA calculation.

Data loss during the Company's scheduled maintenance window.

Data exceeding subscribed Usage.

Failures attributed to facilities or equipment provided by customer or its contractors, equipment vendors, another local exchange carrier or inter-exchange carrier.

Any type of Customer Network Management functionality is not included in SLAs.

4.32.18 For Basic Plus multipoint-to-multipoint service, the Company will use controls to limit the amount of multicast and broadcast traffic to protect the OPTICAL METRO network against traffic storms. The maximum throughput of multicast traffic will be set at 1 Mbps per customer port, while the maximum throughput of broadcast traffic will be set at 200 packets per second per port. Packets dropped by traffic controls will be excluded from SLA calculations. The Company recommends that customers enable controls for multicast, broadcast and unknown unicast traffic within the customer network(s).

4.32.18 Data exiting the network through the customer ports are excluded from SLA calculations to the extent that it exceeds the CIR for those ports.

4.32.19 The responsibility of the Company shall be limited to furnishing the OPTICAL METRO network. Subject to this responsibility, the Company shall not be responsible for the through transmission of signals generated by CPE or for the quality of, or defects in, such transmission or the rejection of signal by CPE. The Company shall not be responsible for installation, operation, maintenance or adapting OPTICAL METRO to the technological requirements of specific CPE. In addition, the Company shall not be responsible to the customer if changes in any of the equipment, operations or procedures of the Company used in the provisioning of OPTICAL METRO render any facilities provided by the customer obsolete; or require modification or alteration of such equipment or system; or otherwise affect its use or performance, provided the Company has met all applicable information disclosure requirements otherwise required by law.

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.32.20 Customers will be permitted to move from a 10/1 00 Base T to a Gigabit Ethernet interface option (staying within the Basic or Basic Plus Connection, or moving from the Basic to the Basic Plus Connection), however the Nonrecurring Charge associated with the new Gigabit Ethernet Connection will apply. However, should a customer simply wish to move from Basic to Basic Plus (without any change to the interface option; for example, retaining the 10/100 Base T interface), only the Service Order Change Charge will apply. See RATES AND CHARGES following.

4.33 Optical Metro Definitions

4.33.1 **Jitter**
Jitter is the delay that occurs between 2 packets or Ethernet frames that are traversing the network. Jitter is calculated as the delay variance of the packets transported across the network or the delta of delay between two consecutive packets. It is measured between two endpoints, and will consist of measuring the time between a set of packets. Jitter is measured by averaging sample measurements taken during a 30 day period between network terminating equipment to which the customer ports are attached when the OPTICAL METRO network is available.

4.33.2 **Latency**
Latency is the amount of time necessary for a typical frame to traverse the network. Latency is calculated as the measurement of time taken for a customer frame to go from one end of the network (origination point) to the other end (termination point). The measurement will consist of measuring the time it takes to "ping" or travel from the origination to termination ports for the connection in question. Latency is measured by averaging sample measurements taken during a 30 day period between network terminating equipment to which the customer ports are attached when the OPTICAL METRO network is available.

4.33.3 **Media Access Control (MAC) Addresses**
Denotes a data link layer protocol used for Layer 2 connectivity.

4.32.4 **Packet Delivery Rate (PDR)**
Packet Delivery Rate (PDR) is a measurement of the actual amount of useful and non-redundant information that is transmitted or processed from end-to-end across the network. It is a function of bandwidth, error performance, congestion and other factors. PDR is expressed as a percentage of Ethernet frames offered to the network that successfully traverse the network, end-to-end, within the CIR, and within a 30 day period. PDR is calculated as the total number of effective Ethernet frames, per port, that successfully traverse the network divided by the total number of effective Ethernet frames, per port, offered to the network within a 30 day period. Those frames that violate the maximum range will be excluded from the calculation. PDR is measured by averaging sample measurements taken during a 30 day period from network terminating equipment to network terminating equipment to which the customer ports are attached when the OPTICAL METRO network is available.

4.32.5 **Connection**
Provides for the physical connection between the customer's premise and the serving wire center. This is comprised of a transport component, interface component and a port connection component. Several interface protocols are available: 10/100 Base T and Gigabit Ethernet (1000 Base SX, 1000 Base LX/LH or 1000 Base ZX).

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SECTION 4 - RATES AND CHARGES (Cont'd)**4.32.6 Committed Information Rate (CIR)**

CIR provides a committed level of transmission (or bandwidth) to the Connection. The customer can select a CIR from 5 Mbps to 1 Gbps per connection. The CIR is shared among one or more Ethernet Virtual Connections (EVCs), which provide a logical point-to-point connection between two customer locations. In addition, there are three optional rate elements which may apply to OPT -E-MAN, depending on the customer's configuration: Repeater, Ethernet Virtual Connections (EVC) and Additional MAC Addresses.

4.32.7 Repeater

For those customers who are located outside normal transmission parameters, or who are served by a Serving Wire Center that is not equipped for OPT-E-MAN Service, service can be provided using a repeater. An engineering study will be completed to ensure transmission parameters can be met using a repeater, and the

Company will determine when Repeaters are necessary. Additional charges will apply. Provisioning of OPTICAL METRO Service is subject to the availability and operational limitations of the equipment and associated facilities.

4.32.8 Ethernet Virtual Connections (EVC)

An Ethernet Virtual Connection is a logical point-to-point connection between two customer locations, and goes from the customer demarcation point at one location through the OPT-EMAN network to terminate at the demarcation point at the second customer location. When multiple EVCs are provisioned, the customer must designate the portion of the CIR assigned to each EVC. EVCs can be set in 1 Mbps increments from 5 Mbps to 1000 Mbps. If a customer purchases the Silver Grade of Service for CIR, the initial EVC will be prioritized as Silver. Additional EVCs can be prioritized as either Silver or Bronze. However, if a customer purchases the Bronze Grade of Service for CIR, additional EVCs cannot be prioritized as Silver, but only as Bronze.

4.32.9 Additional MAC Addresses

If a customer connects to the OPTICAL METRO network using a bridge or switch for Layer 2 connectivity, only 50 MAC addresses can be used per Layer 2 device, per port. Any additional addresses will be assessed an additional charge, with a limit of 100 MAC addresses total per port.

4.32.10 There are two types of rates and charges for OPTICAL METRO Service: Nonrecurring Charges and Recurring Charges.

Nonrecurring Charges are one-time charges that apply for specific work activity related to the provisioning of OPTICAL METRO Service.

4.32.12 Recurring Charges are flat recurring rates that apply each month or fraction thereof that the service is provided. Recurring rates may be applied only over a 12, 24, 36, or 60 month period under the terms and conditions of the Term Pricing Plan (TPP), described in 8. following. Upon completion of a TPP, a customer's service will automatically convert to the Monthly Extension rates unless the customer requests a new TPP. No customer shall purchase OPTICAL METRO Service on a month-to-month basis prior to the completion of a TPP.

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.33 **Optical Metro Gigabit**

Optical Metro Gigabit Service is a dedicated high capacity channel limited to the transport of data signals between customer locations. Optical Metro Gigabit provides for the transmission of serial data at a discrete bit rate of 1 Gigabit per second (Gbps) in Ethernet format (Ethernet IEEE 802.3). Optical Metro Gigabit is available in a point to point (node-to-node) configuration. Optical Metro Gigabit may be used to provide Local Area Network (LAN) to LAN interconnection service through a transparent, native rate, interface. Optical Metro Gigabit Service can be used to seamlessly extend customer local area networks to off-site locations such as data centers, storage locations or satellite office locations within the same metro area. Applications that could be used with Optical Metro Gigabit Service include LAN-to-LAN connectivity, CAD/CAM file transfer, telemedicine and business continuity transport.

4.34 **Optical Metro Rates**

Rates:

Description	Monthly Charge ^{fl}	1 Mth	3 Months	6 Months	9 Months	Monthly Extension
<i>Standard Charges</i>						
Connection, each customer location						
<i>Basic Service</i>						
10/100 Base T	\$1,925.00	\$ 780.00	\$ 750.00	\$ 650.00	\$575.00	\$ 925.00
Gigabit Ethernet	2,100.00	1,200.00	1,150.00	1,000.00	850.00	1,400.00
<i>Basic Plus Service</i>						
10/100 Base T	1,925.00	780.00	750.00	650.00	575.00	925.00
Gigabit Ethernet	2,100.00	1,200.00	1,150.00	1,000.00	850.00	1,400.00

Monthly Payment

Description	NRC	12 Mth	24 Mth	36 Mth	60 Mth	Mth Extn.
Standard Charges						
Connection each customer loc						
<u>Basic Service</u>						
10/100 Base T	1,925	780	750	650	757	925 1400
Gigabit Ethernet	2,100	1,200	1,150	1,000	850	

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SECTION 4 – RATES AND CHARGES (cont'd)

Basic Plus Service

10/100 Base T Gigabit Ethernet	1925	780	750	650	575	925
Ethernet	2100	1200	1150	1000	850	1400

<u>Description</u> Standard Charges	<u>Grade of Service</u>	<u>Monthly Payment</u>		
		<u>NRC</u>	<u>Gold</u>	<u>Silver</u>

Committed Information Rate

(CIR) (Mbps) per port

	<u>NRC</u>	<u>Gold</u>	<u>Silver</u>
5	75	450	650
10	75	650	850
20	75	900	1,100
50	75	1025	1225
100	75	1200	1400
250	75	1575	1975
500	75	1900	2300
1000	75	2575	2975

Ethernet Virtual Connection (EVC)
Per Connection

<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
------------	------------	------------

<u>Description</u>	<u>NRC</u>	<u>Monthly Payment</u>					<u>Mnth Exten</u>
		<u>12 m</u>	<u>24 m</u>	<u>36 m</u>	<u>60 m</u>		
Repeater, each	250	400	375	325	300	475	

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SECTION 4 – RATES AND CHARGES (cont'd)

Description

Optional ChargesNRC/MRC

Additional MAC Addresses! - 51-100 MAC addresses

\$70/\$5

Service Order Cancellation - per location

\$200

Expedite Order Charge - per location

\$300

Service Order Change Charge

\$75

- applies to CIR Changes, EVC Changes and Configuration Changes, per location

/1/ Nonrecurring charges will be waived for those customers selecting the 24, 36 or 60 month term Payment Plan (TPP) period for new service.

4.34 **TERM PRICING PLAN**

The Term Pricing Plan provides the customer with rate stabilization and discounted tariff rates. The Term Pricing Plan provides for one, two, three or five year rate stabilization. Decreases in Term monthly recurring tariff rates will be passed on to customers who participate in a Term Pricing Plan.

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.34 Term Pricing (Cont'd)

4.34.2 Should the Company increase its rates during the Term Pricing Plan period, the customer would continue to pay the rates in effect at the time the customer elected to establish service under the Term Pricing Plan.

4.34.3 The customer may choose to terminate an existing TPP before the end of the 12-,24-,36-, or 60month period and negotiate a new 12-,24-,36-, or 60- month TPP only when the new TPP period is longer than the remaining period currently in effect. The new TPP must be based upon the rates that are currently in effect and available to all customers.

4.34.4 The customer must provide the Company with a written notice of intent to renew a TPP no later than 90 days prior to its expiration. If the customer elects not to renew the TPP, or does not notify the Company of the customer's intent to renew the TPP, the service will automatically be billed under the tariffed monthly extension rates in effect at the time that TPP expires. Subsequently, customers under the tariffed monthly extension rates may convert their existing service to either a 12-,24-,36-, or 60- month TPP. Nonrecurring charges will be waived at the time of conversion.

4.34.5 Any special construction charges incurred for services billed under a TPP will be applicable as provided for in Section 1 of this tariff.

4.34.6 If the customer terminates the TPP agreement prior to the expiration of the 12-,24-,36-, or 60 month service term, the customer shall pay a termination charge. Payment of the termination charge does not release the customer from other previous amounts owed to the Company. In addition to any unpaid Special Construction or nonrecurring charges (excluding any waived charges), Termination Charges will be equal to:

- One hundred (100%) of all recurring charges for the remaining months of the customer's term

4.34.7 Customers may upgrade their CIR to a higher speed without incurring Termination Charges. In addition, customers may upgrade their Grade of Service (i.e. Silver to Gold) without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CIR.

4.34.8 Customers may move their existing service to a new location without incurring Termination Charges provided all of the following conditions are met:
The customer maintains the existing TPP at the new location or establishes a new TPP equal to or greater than the old location;

During the TPP, a customer may move an OPTICAL METRO Service location to another premises in the same LATA and keep the TPP in force without assessment of Termination Charges, provided no lapse in billing occurs; The customer's request for disconnect at the existing location and the request for service at the new location are received at the same time, and the customer's disconnect order for the existing service references the new connect order for the new service;

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SECTION 4 - RATES AND CHARGES (Cont'd)

Moves of one location to a premise in a different serving office may result in a change in the monthly charges. Nonrecurring charges as appropriate are applicable.

If the customer moves more than one location of the service concurrently, the customer will be liable for Termination Charges, as this is considered a complete disconnect of the service.

4.34.9 Optical Metro pricing may also be provided by an ICB process.

4.35 **Regulations**

In addition to the regulations contained in this tariff, the following regulations apply to Optical Metro Gigabit.

A. The services provided for Optical Metro Gigabit are primarily designed to meet the private line communications requirements of business customers, i.e., non inter-exchange carriers.

B. Service Interruption

A service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by the Company result in the complete loss of service to the customer. An interruption period starts when an inoperative service is reported to the Company and the Company confirms that continuity has been lost, and ends when the service becomes operative.

In case of an interruption to service, allowance for the period of interruption, if not due to the negligence of the customer or the customer's end user, shall be as follows: no credit shall be allowed for an interruption of less than 10 seconds. The customer shall be credited for an interruption of 10 seconds or more as follows: the credit shall be at the rate of 10/8640 of the monthly charges for the service for each period of 5 minutes or major fraction thereof that the interruption continues. The credit allowance(s) for service interruptions shall not exceed 100% of the applicable monthly rates.

The Company's failure to provide or maintain services under this tariff shall be excused by force majeure events such as, but not limited to, an earthquake, hurricane, flood, fire, storms, tornadoes, explosion, lightning, power surges or failure, fiber cuts, strikes or labor disputes, acts of war, civil disturbances, acts of civil or military authorities or public enemy, governmental orders, civil commotion, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.

A service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by the Company result in the complete loss of service to the customer. An interruption period starts when an inoperative service is reported to the Company and the Company confirms that continuity has been lost, and ends when the service becomes operative.

1. In case of an interruption to service, allowance for the period of interruption, if not due to the negligence of the customer or the customer's end user, shall be as follows: no credit shall be allowed for an interruption of less than 10 seconds. The customer shall be credited for an interruption of 10 seconds or more as follows: the credit shall be at the rate of 10/8640 of the monthly charges for the service for each period of 5 minutes or major fraction thereof that the interruption continues. The credit allowance(s) for service interruptions shall not exceed 100% of the applicable monthly rates.
2. The Company's failure to provide or maintain services under this tariff shall be excused by force majeure events such as, but not limited to, an earthquake, hurricane, flood, fire, storms, tornadoes, explosion, lightning, power surges or failure, fiber cuts, strikes or labor disputes, acts of war, civil

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SECTION 4 - RATES AND CHARGES (Cont'd)4.35 Regulations (Cont'd)

disturbances, acts of civil or military authorities or public enemy, governmental orders, civil commotion, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.

C. Service Level Agreement - Protection Options

A Service Level Agreement (SLA) is offered with fully-protected Optical Metro Gigabit Service, which provides the customer with a performance commitment that includes a service credit if the service does not perform as described. An SLA of 99.999% Service Availability performance is offered on a Optical Metro Gigabit circuit with Protection (defined as Equipment Plus Fiber Path Protection for every segment of the circuit).

- SLA's are applicable to customers who purchase Equipment Plus Fiber Path Protection with Alternate Wire Center Path Protection or Equipment Plus Fiber Path Protection with Local Channel Path Protection on both ends of a circuit (both local channels), as well as Inter-Wire Center Path Protection, when applicable.
- If this SLA is not met, or if there is any single event of unavailability of service of 10 seconds or more, the customer will be entitled to a credit equal to 100% of the monthly rate for the circuit. Only one such credit in a billing period will apply.
- In order to qualify for this credit, the event causing the unavailability must be determined by the Company to be in its network and the failure occurred in that part of the service with Protection.
- SLA adjustments are not available in the event of a cable cut in any unprotected portion of the Optical Metro Gigabit Service fiber path or due to customer-requested modifications to the service that may require down time.
- The customer is responsible for notifying the Company when the service parameter within the calendar month falls below the committed level.
- The customer must request a service credit within 25 calendar days after the unavailability event occurred.

4.36 Provision of Service

- A. Reserved for future
- B. The customer provided equipment (CPE) must deliver the data signals for Optical Metro Gigabit transport within the industry specification for the subscribed data service.
- C. Optical Metro Gigabit provides physical layer transport only. The Company assumes no responsibility for the through transmission of signals generated by CPE, for the quality of or defects in such transmission, for the reception of signals by CPE, or address signaling to the extent addressing is performed by CPE. Error detection and correction of data generated by CPE is the customer's responsibility.
- D. Optical Metro Gigabit is designed to provide connectivity at the discrete bit rate of 1 Gbps. The service is considered interrupted when the customer reports to the Company and the Company confirms that continuity has been lost.
- E. The provision of Optical Metro Gigabit service is subject to the availability and operational limitations of the equipment and associated facilities. In the event that suitable facilities are not available or modifications to existing facilities are required, Special Construction Charges may be applicable.
- F. Repeaters (circuit regenerators) will be located in Company wire centers as required. A monthly charge will be associated with each repeater network element, except for the first repeater in a circuit path (as the first repeater is also used for service alarming and monitoring purposes).

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SECTION 4 - RATES AND CHARGES (Cont'd)4.36 **Provision of Service** (Cont'd)

G. Additional repeaters (circuit regenerators) may be required on the diverse or alternately routed path when Protection Options are ordered by the customer. The need for repeaters on the protected path will be determined by the Company. Additional charges will apply.

H. Reserved for future use

1. Interoffice Channel Mileage charges are applicable on both paths of the Optical Metro Gigabit Service when any of the Protection Options are ordered.

4.37 **Channel Types**

A one (1) Gbps Optical Metro Gigabit channel: a dedicated high capacity channel, limited to the transport of data signals between customer stations. Optical Metro Gigabit service provides for the transmission of data at a discrete bit rate of 1 Gigabit per second (Gbps) in Ethernet format (Ethernet IEEE 802.3). Node-to-Node Service is the provision of Optical Metro Gigabit service between two customers' designated premises (nodes). Each node-to-node service arrangement consists of the channel interfaces at the customer premises and the fiber optic facilities between nodes.

4.38. **Service Components****Local Distribution Channel (LDC)**

The LDC is the channel between a customer's premises and the serving wire center that normally provides service to that customer's premises.

Interoffice Channel Mileage (ICM)

ICM is defined as the component of the service between two company serving wire centers. The serving wire centers may be located in the same exchange area or in two different exchange areas.

Interoffice channel mileage charges include a fixed charge, and a per mile charge, which is based on the vertical and horizontal (V-H) distance between serving wire centers, a serving wire center and a digital hub, between digital or NRS hubs, or between exchanges, measured in whole miles. Fractional miles are rounded to the next whole mile.

Repeater (RPTR)

A Repeater (circuit regenerator) may be used to extend the transmission of Optical Metro Gigabit signals (service) when necessary. In addition, the first repeater in any multi-repeater circuit will be used for service alarming and monitoring purposes.

Diversity Options

Optical Metro Gigabit Service offers three Route Diversity options. They are Local Channel Diversity, Inter-Wire Center Diversity, and Alternate Wire Center Diversity. Each is described more fully in paragraph 6, following. End to end diversity can be achieved by coupling alternate wire center diversity with inter-wire center diversity.

Protection Options

Optical Metro Gigabit Service offers the following Protection Options: Equipment Only Protection, Equipment Plus Fiber Path Protection, Inter-Wire Center Path Protection, and Power Protection. Protection Options provide additional levels of liability to Optical Metro Gigabit Service.

All basic service configurations provide a full duplex service, as a two-way simultaneous transmission. There is one basic type of Optical Metro Gigabit Service configuration: Node-to-Node Service (two-point) Service. Optical Metro Gigabit services from a customer data hub location to multiple points, or multiple Optical Metro Gigabit services between two customer data hub locations are merely aggregated Node-to-Node services.

A Node-to-Node configuration connects two customer designated premises either inter- or intra-wire center.

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SECTION 4 - RATES AND CHARGES (Cont'd)**4.38 Service Components (cont'd)****Diversity Options**

Route diversity options are available where facilities exist. If appropriate facilities do not exist, Special Construction charges may apply. End-to-end diversity can be achieved by coupling Alternative Wire Center Diversity with Inter-Wire Center Diversity. Diversity Options are only available to customers with service installed after March 15, 2004. Optical Metro Gigabit offers three diversity options:

Local Channel Diversity (LCD)

Local Channel Diversity provides for a transmission path between a designated customer premise and the standard serving wire center (SWC) that is diverse from the normal/standard transmission path. Local Channel Diversity requires two eligible services purchased by (or for the benefit of) the same customer. The Company will determine which services are eligible based on technical or operational limitations. With this arrangement, one or more local distribution channels will be provisioned over a standard route and one or more local distribution channels will be provisioned over a diverse route. Local channel diversity does not provide for full diversity; it only allows for diversity from the splice point closest to the customer's property line to the SWC. If a customer desires full diversity, arrangements must be made for the construction of dual entrance facilities into the customer's premises, at the customer's expense.

Inter- Wire Center Diversity OWCD)

Inter-Wire Center Diversity arrangements presume that each end of a Optical Metro Gigabit local distribution channel is served out of a different serving wire center (SWC). This arrangement provides a transmission path for the Optical Metro Gigabit local distribution channels between the customer's designated SWC and the serving wire center at the distant end of the circuit, over a transmission path that is separate from the standard transmission path between the two wire centers. Interoffice mileage will be calculated between the intermediate serving wire centers along the circuit path of the diversely routed Optical Metro Gigabit Service. Inter-Wire Center Diversity requires two eligible services purchased by (or for the benefit of) the same customer. The Company will determine which services are eligible based on technical or operational limitations. In this scenario, the customer may not already have a Optical Metro Gigabit local distribution channel operating over the normal (or standard) inter-office route. Inter-wire center diversity does not provide for full diversity; it only offers interoffice diversity. If a customer desires full diversity, Alternate Wire Center Diversity must be coupled with Inter-Wire Center Diversity. Additionally, arrangements must be made for the construction of dual entrance facilities at the customer's premises, at the customer's expense.

Alternate Wire Center Diversity (A WCD)

Alternate Wire Center Diversity is for the local loop only. It provides a local channel transmission path for Optical Metro Gigabit service between the customer's designated premises and a wire center that is not the normal (or standard) serving wire center. The Company will choose the alternate wire center closest to the customer's designated premises that is capable of providing Optical Metro Gigabit Service over the alternate route. Alternate Wire Center Diversity does not require the purchase of two Optical Metro Gigabit Services by (or for the benefit of) the same customer, nor does it require the customer to have an existing Optical Metro Gigabit circuit operating over the normal (or standard) route to the normal (or standard) serving wire center. With this arrangement, one or more local distribution channels will be provisioned over the alternate route. If a customer desires full diversity, arrangements must be made for the construction of dual entrance facilities into the customer's premises, at the customer's expense.

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SECTION 4 - RATES AND CHARGES (Cont'd)**4.38 Service Components (cont'd)****Protection Options**

In addition to charges for the various Protection Options, normal charges for the Local Distribution Channel and Interoffice Channel Mileage will apply. Protection Options provide additional levels of reliability to Optical Metro Gigabit Service. There are multiple options for Protection at each end of a two point circuit. The options at each end do not need to be the same, but both ends must include some form of Protection, for any to be offered. A Optical Metro Gigabit circuit cannot include Protection at only one end.

Optical Metro Gigabit offers the following Protection Options:

Equipment Only Protection (EOP)

Equipment Only Protection offers a network design where one Optical Metro Gigabit signal will be routed down two different fiber pairs that co-exist in the same cable and conduit structure, and terminate at the customer's premise in the same device (but into separate and distinct modules). Protection switching will occur between the two modules if necessary. Should one fiber pair or network element become defective, service will be maintained through 50 millisecond protection switching within the network terminating equipment (NTE) at the customer's demarcation point. If both fiber pairs are cut, an Out Of Service condition will result. This form of protection can only be ordered per loop (per end) for each circuit the customer wishes to protect.

Equipment Plus Fiber Path Protection

Equipment Plus Fiber Path Protection offers varying degrees of path protection for each terminating end of the circuit. For circuits that are served by different wire centers, Equipment Plus Fiber Path Protection may be combined with Inter-Wire Center Path Protection, to ensure a fully-protected circuit.

Equipment Plus Fiber Path Protection, with ...

Alternate Wire Center Path Protection (AWCPP)

One Optical Metro Gigabit (1 Gbps) signal will be routed over one fiber pair of the protected circuit from the customer's premise to the normal serving wire center, and a duplicate Optical Metro Gigabit (1 Gbps) signal will be routed over a diversely routed fiber pair to the Alternate Wire Center selected by the Company. If any location between the fiber paths is closer than 10 feet, the location or locations will be disclosed to the customer. The customer will determine whether to accept the engineered path, or agree to pay Special Construction Charges to have a completely diverse route constructed in those instances where there is not a minimum separation of 10 feet between paths. The customer can also select Equipment Only Protection for an inter-office segment where facilities are not available. This option can be selected for one or both terminating ends. If an equipment failure or fiber cable cut occurs in a segment of the circuit that has this form of protection, the circuit will be switched to the alternate path in 50 milliseconds or less. If a customer desires full path diversity, arrangements must be made for constructing dual entrance facilities into the customer's premise, at the customer's expense.

Equipment with Fiber plus protection

Local Channel Path Protection (LCPP)

The two fiber pairs of the protected service will be routed diversely to the normal serving wire center. If any location between the fiber paths is closer than 10 feet, the location or locations will be disclosed to the customer. The customer will determine whether to accept the engineered path, or agree to pay Special Construction Charges to have a completely diverse route constructed. This option can be selected for one or both terminating ends. If an equipment failure or fiber cable cut occurs in a segment of the circuit that has this form of protection, the circuit will be switched to the alternate path in 50 milliseconds or less. If a customer desires full path diversity, arrangements must be made

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SECTION 4 - RATES AND CHARGES (Cont'd)**4.38 Service Components (cont'd)**

for constructing dual entrance facilities into the customer's premise, at the customer's expense.

Inter- Wire Center Path Protection (TWCPP)

Each fiber pair is routed through different Central Offices between the two serving wire centers, or between the standard serving wire center and an alternate serving wire center. Inter-Wire Center

Protection begins at the first manhole out of the Central Office. If only the two serving wire centers are involved, the two fiber pairs will be routed down two fiber paths that are separated by at least 10 feet. If any location between the fiber paths is closer than 10 feet, the location or locations will be disclosed to the customer. The customer will determine whether to accept the engineered path, or agree to pay Special Construction Charges to have a completely diverse route constructed. The customer will receive Equipment Only Protection for an inter-office segment where facilities are not available. If an equipment failure or fiber cable cut occurs on one of the interoffice routes, the circuit will be switched to the alternate path in 50 milliseconds or less. Interoffice mileage will be calculated between the intermediate serving wire centers along the circuit paths of both protected fiber pairs.

Power Protection (PP)

Power Protection provides customers with battery back-up for up to eight (8) hours to maintain Optical Metro Gigabit equipment in case of an AC power failure. Power Protection is provided on a per rack or cabinet basis, and customers in a multi-tenant building will require separate equipment and bays dedicated to each customer. Power Protection is not available for installations using a wall mounted cabinet. The Company will determine the appropriate number of service element charges to apply based on how the customer's circuit(s) is (are) designed.

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.39 Rates and Charges

Rates And Charges

LDC - Local			
Distribution Channel	Monthly Rate	Local Channel Path Protection	
One Year Term	3,300	One Year Term	1825
Two Year Term	3,100	Two Year Term	1650
Three Year Term	2850	Three Year Term	1425
Five Year Term	2500	Five Year Term	1225
Monthly Extension	3800	Monthly Extension	2190
ICM- Interoffice		Per	
Channel Mileage		Premise	
Fixed		Power Protection	
One Year Term	250	One Year Term	625
Two Year Term	225	Two Year Term	525
Three Year Term	200	Three Year Term	480
Five Year Term	100	Five Year Term	435
Monthly Extension	250	Monthly Extension	700
Per Mile		Per Circuit	
One Year Term	125	Inter- Wire Center Path Protection	
Two Year Term	115	One Year Term	375
Three Year Term	100	Two Year Term	200
Five Year Term	75	Three Year Term	150
Monthly Extension	125	Five Year Term	100
		Monthly Extension	475
Diversity Options			<u>Non Recurring</u>
			<u>Charges</u>
		Per each LDC	1500
Local Channel			
Diversity		<u>Diversity Options</u>	
One Year Term	750	Per Each Wire Center Termination	
Two Year Term	750	Local Channel, Inter-Wire Center,	
Three Year Term	750	Alternate Wire Center	N/A
Five Year Term	750		
Monthly Extension	750	<u>Protection Options</u>	
		Per Terminating end	
Inter-Wire Center			
Diversity		Equipment Only	
One Year Term	500	Equipment Plus Fiber Path	
Two Year Term	500	Protection with	625
Three Year Term	500	Alternate Wire Center Path	
		Protection or	1400
		Local Channel Path	
		Protection	1225

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SECTION 4 – RATES AND CHARGES (Cont'd)

Five Year Term	500		
Monthly Extension	500	Per Cabinet or rack Power Protection	475
Alternate Wire Center Diversity			
One Year Term	1200	Per Circuit	
Two Year Term	1200	Inter-Wire Center Path Protection	625
Three Year Term	1200		
Five Year Term	1200		
Monthly Extension	1200		
Repeater			
One Year Term	2400		
Two Year Term	1700		
Three Year Term	1150		
Five Year Term	850		
Monthly Extension	2500		
Protection Options Per Terminating end Equipment Only Protection			
One Year Term	1375		
Two Year Term	1225		
Three Year Term	1050		
Five Year Term	900		
Monthly Extension	1500		
Equipment Protection with Alternate Wire Center Path Protection			
One Year Term	2050		
Two Year Term	1840		
Three Year Term	1600		
Five Year Term	1400		
Monthly Extension	2460		

(1) Inter-Wire Center Path Protection must be ordered in conjunction with an Equipment Protection option at each end of the circuit.

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SECTION 4 - RATES AND CHARGES (Cont'd)**4.40 Terms**

- A. The Term Pricing Plan provides the customer with rate stabilization for the specific term period selected. Decreases in Term monthly recurring tariff rates will be passed on to customers who participate in a Term Pricing Plan. The Company will notify customers participating in a Term Pricing Plan when Term monthly recurring rates are decreased.

Should the Company increase its rates during the Term Pricing Plan period, the customer would continue to pay the rates in effect at the time the customer elected to establish service under the Term Pricing Plan.

- B. The customer may choose to terminate an existing Term Pricing Plan before the end of the one, two, three or five year period and negotiate a new one, two, three or five year Term Pricing Plan. The new Term Pricing Plan must be based upon the rates that are currently in effect and available to a]] customers.
- C. The customer must provide the Company with a written notice of intent to renew a Term Pricing Plan no later than 90 days prior to its expiration. If the customer elects not to renew the Term Pricing Plan, or does not notify the Company of the customer's intent to renew the Term Pricing Plan, the service will automatically be billed under the tariffed monthly extension rates in effect at the time the Term Pricing Plan expires. Subsequently, customers under the tariffed monthly extension rates may convert their existing service to either a one, two, three or five year Term Pricing Plan. Nonrecurring charges will be waived at the time of conversion.
- D. Upon completion of a TPP, a customer's service will automatically convert to the monthly extension rates unless the customer requests a new TPP. No customer shall purchase Optical Metro Gigabit on a month-to-month basis prior to the completion of a TPP.

E. Termination Liability

Customers requesting the termination of a Term Pricing Plan prior to the expiration date, excluding Term Pricing Plans terminated as a result of renegotiations, will be charged a termination charge. The termination charge shall be:

An unpaid Special Construction or nonrecurring charges (excluding any waived charges); plus one hundred (100) percent of all recurring charges for the remaining months of the customer's term.

Customers will be permitted to upgrade to a higher-speed service provided by the Company without incurring Termination Charges, given the following conditions are met: an upgrade is considered an increase in speed or capacity when comparing Optical Metro Gigabit Service to the new service. The customer must issue a disconnect order for the existing Optical Metro Gigabit Service and place a service order for the new, higher-speed service, such that there is no more than 30 days overlap in service.

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SECTION 4 - RATES AND CHARGES (Cont'd)

The same customer locations must be utilized for the new, higher-speed service. The expiration date for the new, higher-speed service is beyond the end of the original TPP term associated with the existing Optical Metro Gigabit Service.

F. Cancellation and Deferment of Start of Service Charge

Cancellation charges apply if the service order request is canceled in whole or in part prior to complete installation or start of service. The applicant is responsible for payment of the non-recoverable expenses (consisting of the loss on equipment and facilities installed or in the process of being installed, the installation labor, cost of removal and other expense factors involved) incurred by the Company in connection with the order. Installation is considered to have started when, following receipt of the order, the Company incurs any expense in connection therewith or in preparation therefore which would not use have been incurred. Charges are also applicable for deferment of start of service at the customer's request beyond one month.

G. Waiver of Non-Recurring Charges

Upon three (3) business days notice to the DPUC, the Company may periodically offer promotional campaigns. As a condition of the waiver, the customer shall be required to commit to a minimum service period than the period, which period may vary depending on the extent of the waiver and competitive conditions. If the customer changes or discontinues this service prior to the end of the contracted period, the customer will be liable for the present worth of the remaining monthly charges.

H. Moves

A customer may move one Local Distribution Channel of a Optical Metro Gigabit Service during their TPP term to another premises in the same LATA and keep the Term Plan in force (without assessment of Early Termination Liability), provided no lapse in billing occurs.

Moves of one Channel Termination to a premises in a different serving office (SWC) may result in a change in the monthly charges.

Standard non-recurring charges as appropriate are applicable. If appropriate facilities are not available at the new location, Special Construction charges may apply. If the customer moves both ends of the service concurrently the customer will be liable for Termination Liability charges as this is considered a complete disconnection of the service.

Customers will be permitted to move one end of a Optical Metro Gigabit Service to another location, without incurring Termination Charges, given the following conditions are met:

The customer must issue a disconnect order for the existing location and place a new service order for Optical Metro Gigabit Service at the new location. Termination Charges for the existing location will be waived. Standard nonrecurring charges to install Optical Metro Gigabit Service as a new circuit will apply.

Negotiated down time will apply, as the new circuit will need to be designed and installed.

The term of the new contract must be equal to or greater than the remaining time left on the existing Optical Metro Gigabit contract.

The existing Optical Metro Gigabit Service must have been in service for a minimum period of 12 months for a 2-year contract, 15 months for a 3-year contract or 18 months for a 5-year contract. Existing Optical Metro Gigabit Service with 1-year contracts will not be

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SECTION 5 - PROMOTIONS AND DISCOUNTS

eligible for this Moves option.

Moves are contingent on availability of fiber from premise to premise. Other Special Construction charges, as necessary, may apply.

4.41 Optical Metro Gibabit Service may also be provided by ICB Pricing.

5.0 **General** – The Company may make promotional offerings of its tariffed services that may include reducing or waiving applicable charges of the promoted service. All offerings will be extended on a non-discriminatory basis to any customer similarly classified who requests the specific offer. The Company reserves the right to cancel any promotion at any time.

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