

XCLUTEL, LLC

2215 Enterprise Drive, Suite 1512
Westchester, IL 60154

**REGULATIONS AND SCHEDULE OF INTRASTATE
CHARGES APPLYING TO END USER TELECOMMUNICATIONS SERVICES
WITHIN THE STATE OF ILLINOIS**

This Tariff applies to Local Exchange Services furnished by Xclutel, LLC (“Company”) between one or more points in the State of Illinois. This Tariff is on file with the Illinois Commerce Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business: 2215 Enterprise Drive, Suite 1512, Westchester, IL 60154

Issued Date: March 31, 2010

Effective Date: April 9, 2010

By: Michael Danis, President
2215 Enterprise Drive, Suite 1512
Westchester, IL 60154

CHECK SHEET

The sheets of this Tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original Tariff and are in effect on the date shown.

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EXPLANATION OF SYMBOLS

A revision of a Tariff Sheet is coded to designate the type of change from the previous revision. These symbols, which appear in the right-hand margin of the sheet, are used to signify:

- C - Change in Regulation
- D - Discontinued rate or regulation
- I - Increased rate
- M - Moved from another Tariff location
- N - New rate or regulation
- R - Reduction in a rate or charge
- T - Changed in text but no change in rate or regulation

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EXPLANATION OF TERMS

AGENCY: For 911 or E911 service, the government agency (ies) designated as having responsibility for the control and staffing of the emergency report center.

ALTERNATE ROUTING (“AR”): Allows E911 calls to be routed to a designated alternate location if (1) all E911 exchange lines to the primary PSAP (see definition of PSAP below) are busy, or (2) the primary PSAP closes for a period (night service).

AUTHORIZED USER: A person, corporation or other entity who is authorized by the Company’s customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

ATTENDANT: An operator of a PBX console or telephone switchboard.

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

AUTOMATIC NUMBER IDENTIFICATION (“ANI”): A system whereby the calling party’s telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

CALL INITIATION: The point in time when the exchange network facility are initially allocated for the establishment of a specific call.

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

CENTRAL OFFICE: An operating office of the Company where connections are made between telephone exchange lines.

CENTRAL OFFICE LINE: A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

EXPLANATION OF TERMS (Cont'd)

CHANNEL: A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

COMMISSION: Illinois Commerce Commission

COMPANY: Xclutel, LLC, unless otherwise clearly indicated from the context.

CUSTOMER: The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

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

DEFAULT ROUTING ("DR"): When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

DIAL PULSE ("DP"): The pulse type employed by a rotary dial station set.

DIRECT INWARD DIAL ("DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

DIRECT OUTWARD DIAL ("DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

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EXPLANATION OF TERMS (Cont'd)

DUAL TONE MULTI-FREQUENCY (“DTMF”): The pulse type employed by tone dial station sets. (Touch tone)

E911 SERVICE AREA: The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

E911 CUSTOMER: A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

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

EXCHANGE ACCESS LINE: A central office line furnished for direct or indirect access to the exchange system.

EXCHANGE SERVICE: The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber’s premises.

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

FLAT RATE SERVICE: The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

EXPLANATION OF TERMS (Cont'd)

HANDICAPPED PERSON: A person who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 #126 dated June 30, 1970).

- Legally Blind - a person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.
- Visually Handicapped - a person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.
- Physically Handicapped - a person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation, or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone.
- The term "Handicapped Person", when used in connection with a person having a speech or hearing impairment which requires that they communicate over telephone facilities by means other than voice is defined below:
 - a) Hearing - a person with binaural hearing impairment of 60% or higher on the basis of the procedure developed by the American Academy of Otolaryngology (A.A.O.) as set forth in "Guide for Conservation of Hearing in Noise" 38-43, A.A.O., 1973; "guides to the Evaluation of Permanent Impairment" 103-107, American Medical Association, 1971.
 - b) Speech - a person with 65% or higher of impairment on the basis of the procedure recommended by the American Medical Association's Committee on Rating of Mental and Physical Impairment to evaluate speech impairment as to three categories: audibility, intelligibility and functional efficiency, as set forth in "Guides to the Evaluation of Permanent Impairment" 109-III, American Medical Association, 1971.

EXPLANATION OF TERMS (Cont'd)

INTERFACE: That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

INTERRUPTION: The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

LATA: Local Access and Transport Area. The area within which the Company provides local and long distance (“intraLATA”) service. For call to numbers outside the area (“interLATA”) service is provided by long distance companies.

LINK: The physical facility from the network interface on an end-user’s or carrier’s premises to the point of interconnection on the main distribution frame of the Company’s central office.

LOCAL CALL: A call which, if placed by a customer over the facilities of the Company, is not rated as a toll call.

LOCAL CALLING AREA: The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

LOCAL SERVICE: Telephone exchange service within a local calling area.

LOOP START: Describes the signaling between the terminal equipment or PBX/key system interface and the Company’s switch. It is the signal requesting service.

LOOPS: Segments of a line which extend from the serving central office to the originating and to the terminating point.

MESSAGE RATE SERVICE: A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

EXPLANATION OF TERMS (Cont'd)

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

MULTILINE HUNT: A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

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

PORT: A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the customer. A port connects a link to the public switched network.

PRIVATE BRANCH EXCHANGE SERVICE: Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

RATE CENTER: A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

REFERRAL PERIOD: The time frame during which calls to a number which has been changed will be sent to a recording which will inform the caller of the new number.

SELECTIVE ROUTING ("SR"): A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

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

SECTION 1 - APPLICATION OF TARIFF**1.1 Application of Tariff**

This Tariff sets forth the service offerings, rates, terms and conditions applicable to switched services provided by Xclutel as follows:

The furnishing of resold and facilities-based local and long distance exchange communications services to customers within the State of Illinois.

1.1.1 Service Territory

Xclutel will provide service within the State of Illinois.

1.1.2 Availability

Service is available where facilities permit. Pursuant to Article 13, Section 502 of the Illinois Public Utilities Act, all services furnished by the company under this Tariff are classified as competitive.

SECTION 2 - GENERAL RULES AND REGULATIONS**2.1 USE OF FACILITIES AND SERVICES****2.1.1 Obligation of the Company**

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications. The Company undertakes to furnish communications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission between points within the State of Illinois.

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.1 USE OF FACILITIES AND SERVICES (Cont'd)****2.1.2 Limitations on Liability**

- A. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this Tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rightsof-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), 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 any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.1 USE OF FACILITIES AND SERVICES (Cont'd)****2.1.2 Limitations on Liability (Cont'd)**

- F. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G. The Company is not liable for any claims for loss or damages involving:
1. Breach in the privacy or security of communications transmitted over the Company's facilities;
 2. Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
 3. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
 4. Any act or omission in connection with the provision of 911, E911 or similar services;
 5. Any noncompletion of calls due to network busy conditions.
- H. The Company shall be indemnified, defended held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
1. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.1 USE OF FACILITIES AND SERVICES (Cont'd)****2.1.2 Limitations on Liability (Cont'd)****H. (Cont'd)**

- i. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- ii. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- iii. Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.1 USE OF FACILITIES AND SERVICES (Cont'd)****2.1.2 Limitations on Liability (Cont'd)**

- I. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- J. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- K. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.1 USE OF FACILITIES AND SERVICES (Cont'd)****2.1.3 Use of Service**

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The customer may advise its customers that a portion of its service is provided by the Company, but the customer shall not represent that the Company jointly participates with the customer in the provision of the service.

2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

2.1.5 Directory Errors

In the absence of gross negligence or willful misconduct and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.

SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.1 USE OF FACILITIES AND SERVICES (Cont'd)****2.1.5 Directory Errors (Cont'd)**

An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:

- A. Free Listings: For free or no-charge published directory listings, credit shall be given at the rate of two times the monthly Tariff rate for an additional or charge listing for each individual, auxiliary or party line, PBX trunk or Centrex attendant loop affected, for the life of the directory or the charge period during which the error, mistake or omission occurs.
- B. Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly Tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
- C. Operator records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected. (Where Centrex attendant loops are involved, credit shall be given at the rate of 2/30ths of the basic monthly rate for PBX trunks.)

SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.1 USE OF FACILITIES AND SERVICES (Cont'd)****2.1.5 Directory Errors (Cont'd)**

- A. Credit limitation: The total amount of the credit provided for the preceding paragraphs 1, 2, and 3 shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in paragraph 3, for the line or lines in question.
- B. Definitions: As used in Paragraphs 1, 2, 3, and 4 above, the terms "error," "mistake" or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on an incorrect street or in an incorrect community.
- C. Notice: Such allowances or credits as specified in Paragraphs A, B, and C above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

2.1.6 Blocking of Service

The Company's facilities cannot be used to originate calls to other telephone company or Information Provider caller-paid information services.

SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.2 MINIMUM PERIOD OF SERVICE**

The minimum period of service is one month except as otherwise provided in this Tariff or as specified in customer contracts. The customer must pay the regular Tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.3 PAYMENT FOR SERVICES RENDERED****2.3.1 Responsibility for All Charges**

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all local and toll calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge.

2.3.2 Deposits

Pursuant to 83 Illinois Administrative Code, Sections 735.100 and 735.110, the Company may request deposits of applicants for service and existing customers. All deposits will be based on the following:

- H. An applicant for business service may be required to pay an amount not to exceed four (4) months of the applicant's estimated monthly billing, based upon the average monthly bill for that class and type of service.
- I. An applicant for residential service may be required to pay an amount not to exceed two (2) months of the applicant's estimated monthly billing, based upon the average monthly bill for that class and type of service.
- J. A business service Customer may be required to pay an amount not to exceed four (4) months, based upon the Customer's average monthly billing for the past six (6) months. If the Customer has had service for less than six (6) months, the amount of the deposit will not exceed four (4) months of the estimated monthly billing for that class and type of service.

SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.1 PAYMENT FOR SERVICES RENDERED****2.3.2 Deposits (Cont'd)**

K. A residential service Customer may be required to pay an amount not to exceed two (2) months, based upon the Customer's average monthly billing for the past six (6) months. If the Customer has had service for less than six (6) months, the amount of the deposit will not exceed two (2) months of the estimated monthly billing for that class and type of service.

For all applicants, one-half (1/3) of the amount of any deposit will be due prior to initiation of service. For all existing customers, one-half (1/3) of the amount of any deposit will be due within twelve (12) days from the date that a request for a deposit is made. The remaining two thirds (2/3) of any deposit will be paid over the next two (2) billing periods. At the option of the applicant or Customer, a deposit may be paid on a more expedited schedule.

The amount of a deposit may be adjusted when the character or degree of the Customer's use of service has materially changed, or when it can be determined that the character or degree of the Customer's use will materially change, and such change is not temporary.

The Company will pay interest on all deposits made for the purpose of establishing credit at the percentage rate determined by the Commission, and will be compounded annually. In no case will interest be allowed for a period extending beyond the date a refund is due or the date service is terminated, whichever date is earlier. Interest will be computed from the date the deposit is paid and will be distributed to the Customer in accordance with the following:

- A. As an annual credit to the Customer's account, not to be performed more than once in a twelve (12) month period; or
- B. As an annual payment, not to be distributed more than once in a twelve (12) month period, as requested by the Customer; or

SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.3 PAYMENT FOR SERVICES RENDERED****2.3.2 Deposits (Cont'd)**

- C. As part of a refund of the entire deposit; or
- D. As part of the application of the deposit to an unpaid bill of the Customer in accordance with this tariff.

The Company will refund deposits, including accrued interest, when one of the following conditions are met:

- A. Within twelve (12) months upon surrender of the properly endorsed receipt for the certificate of deposit or delivery of a cancellation receipt for the deposit, if the Company so requests, when all of the following are satisfied:
 - 1. The Customer has paid any past due bill for service owed to the Company; and
 - 2. Service has not been discontinued for nonpayment; and
 - 3. The Customer has not been delinquent in paying monthly bills a total of three (3) times; and (per 735.120.c.1.c, "customer has not paid late four (4) times)
 - 4. The Company has not presented evidence that the Customer used a device or scheme to obtain service without payment.

When service is terminated or the application is cancelled and there are charges due the Company, the deposit and the interest will be applied to the charges, and the balance, if any, will be returned to the Customer or applicant.

SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.3 PAYMENT FOR SERVICES RENDERED (Cont'd)****2.3.3 Payment of Charges**

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the Company receives the overpayment.

In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:

- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount.
- B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Consumer Affairs Division of the Illinois Commerce Commission for its investigation and decision.

SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICES RENDERED (Cont'd)

2.3.3 Payment of Charges (Cont'd)

The addresses and telephone numbers of the Consumer Affairs Division are:

Consumer Affairs Division
Illinois Commerce Commission
527 East Capitol Avenue
Springfield, Illinois 62794-9280
Telephone: (800) 524-0795

Consumer Affairs Division
Illinois Commerce Commission
160 North LaSalle, Suite C-800
Chicago, Illinois 60601-3104
Telephone: (800) 524-0795

SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.3 PAYMENT FOR SERVICES RENDERED (Cont'd)****2.3.4 Return Check Charge**

When a check which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge of \$25.00.

2.3.5 Late Payment Charges

- a. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of the 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.
- b. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- c. Late payment charges do not apply to final accounts.
- d. Late payment charges do not apply to government agencies of the State of Illinois. These agencies are required to make payment in accordance with applicable state law.

SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.3 PAYMENT FOR SERVICES RENDERED (Cont'd)****2.3.6 Customer Overpayments**

The Company will provide interest on customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the customer deposit interest rate or the Company's applicable Late Payment Charge.

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by the Company.

2.4 INSTALLATION SERVICE

The Company provides a Half-Day Installation Plan, which offers customers half-day appointments (i.e., morning/afternoon or a rolling interval) for connection of Commission regulated service involving a customer premise visit.

SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.5 ACCESS TO CUSTOMER'S PREMISES**

The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.6 TELEPHONE SURCHARGES/TAXES**2.6.1 General**

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges and taxes may apply to the customer's monthly billing statement. The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges and taxes (however designated) (including without limitation sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of Network Services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.

2.6.2 Access line Surcharge

The access line surcharge will be billed at \$0.10 per subscriber line and \$0.01 per centrex line.

SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.7 SUSPENSION OR TERMINATION OF SERVICE****2.7.1 Suspension or Termination for Nonpayment**

Company may discontinue service according to the following conditions upon five (5) days written notice:

- A. For violation of Company's filed tariffs; or
- B. For the non-payment of any proper charge as provided by Company's tariff, including one for the same class of service furnished to the applicant or Customer at the same or another location, or where the applicant or Customer voluntarily assumed, in writing, responsibility for the bills of another applicant or Customer; or
- C. For failure to make payment in accordance with the terms of a deferred payment agreement as defined in 83 Illinois Administrative Code, Part 735; or
- D. When the Company has reason to believe that a Customer has used a device or scheme to obtain service without payment and where the Company has so notified the Customer prior to disconnection; or
- E. Failure to meet or maintain the Company's credit requirements; or
- F. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services; or
- G. For Customer's breach of the contract for service between the Company and Customer; or
- H. Unauthorized resale of equipment or service.

In the event of disconnection, the notice to the Customer will inform the Customer of the right to appeal to the Consumer Affairs Division of the Illinois Commerce Commission, pursuant to 83 Illinois Administrative Code, Part 735.

SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.7 SUSPENSION OR TERMINATION OF SERVICE**

Notice of disconnection will be conducted according to the procedures of 83 Illinois Administrative Code, Section 735.130.

2.7.2 Exceptions to Suspension and Termination

Telephone service shall not be suspended or terminated for:

- a. Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;
- b. Nonpayment for service for which a bill has not been rendered;
- c. Nonpayment for services, which have not been rendered;
- d. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures shall be in accordance with the Commission's Rules and Regulations. Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so.
- e. Nonpayment of back-billed amounts as outlined in Section 2.3.

SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.7 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)****2.7.3 Verification of Nonpayment**

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- a. The Company has verified, in a manner approved by the Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- b. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the opening of business on that day.

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2215 Enterprise Drive, Suite 1512
Westchester, IL 60154

SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.7 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)****2.7.4 Termination For Cause Other Than Nonpayment**

a. General

The Company, after notice in writing to the customer and after having given the customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the customer satisfies the indebtedness within 20 days after written notification. See Section 2.10.7 regarding Deferred Payment Agreements.

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SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.7 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)****2.7.4 Termination For Cause Other Than Nonpayment (Cont'd)****b. Prohibited, Unlawful or Improper Use of the Facilities or Service**

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of Tariff charges;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;
4. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
6. Permitting fraudulent use.

SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.7 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)****2.7.4 Termination For Cause Other Than Nonpayment (Cont'd)**

c. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.
2. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:
 - a) No charge shall apply for the period during which service had been terminated, and
 - b) Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

d. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the customer may require termination of a customer's service until such time as new arrangements can be made. No charges will be assessed the customer while service is terminated, and no connection charges will apply when the service is restored.

2.7.5 Emergency Termination of Service

The Company will immediately terminate the service of any customer, on request, when the customer has reasonable belief that an unauthorized person or persons are using the service. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.8 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS****2.8.1 Application of Rates**

- a. Business rates as described in this Tariff apply to service furnished:
 1. In office buildings, stores, factories and all other places of a business nature;
 2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
 3. At any location when the listing or public advertising indicates a business or a profession;
 4. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
 5. At any location where the customer resells or shares exchange service;
- b. Public Access Line service is classified as business service regardless of the location.
- c. The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.

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SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.8 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS (Cont'd)****2.8.2 Telephone Number Changes**

When a business customer requests a telephone number change, the referral period for the disconnected number is 90 days. The Company reserves all rights to the telephone numbers assigned to any customer. The customer may order a Customized Number where facilities permit for an additional charge. When service in an existing location is continued for a new customer, the existing telephone number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

2.8.3 Deposits

Pursuant to 83 Illinois Administrative Code, Sections 735.100 and 735.110, the Company may request deposits of applicants for service and existing customers. All deposits will be based on the following:

- A. An applicant for business service may be required to pay an amount not to exceed four (4) months of the applicant's estimated monthly billing, based upon the average monthly bill for that class and type of service.
- B. A business service Customer may be required to pay an amount not to exceed four (4) months, based upon the Customer's average monthly billing for the past six (6) months. If the Customer has had service for less than six (6) months, the amount of the deposit will not exceed four (4) months of the estimated monthly billing for that class and type of service.

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SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.8 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS (Cont'd)****2.8.4 Dishonored Checks**

If a business customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

2.9 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS**2.9.1 Application of Rates**

Residential rates as described in this Tariff apply to service furnished in private homes or apartments (including all parts of the customer's domestic establishment) for domestic use. Residential rates also apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residential quarters.

Residential rates do not apply to service in residential locations if the listing indicates a business or profession. Residential rates do not apply to service furnished in residential locations if there is an extension line from the residential location to a business location unless the extension line is limited to incoming calls.

The use of residential service and facilities is restricted to the customer, members of the customer's domestic establishment, and joint users.

2.9.2 Telephone Number Changes

When a residential customer requests a telephone number change, the referral period for the disconnected number is 90 days. The Company reserves all rights to any telephone number assigned to a customer for local service. The customer may order a Customized Number where facilities permit for an additional charge as specified in this Tariff.

SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.9 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS
(cont'd)****2.9.2 Telephone Number Changes (cont'd)**

When service in an existing location is continued for a new customer, the existing number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

2.9.3 Deposits

Pursuant to 83 Illinois Administrative Code, Sections 735.100 and 735.110, the Company may request deposits of applicants for service and existing customers. All deposits will be based on the following:

- A. An applicant for residential service may be required to pay an amount not to exceed two (2) months of the applicant's estimated monthly billing, based upon the average monthly bill for that class and type of service.
- B. A residential service Customer may be required to pay an amount not to exceed two (2) months, based upon the Customer's average monthly billing for the past six (6) months. If the Customer has had service for less than six (6) months, the amount of the deposit will not exceed two (2) months of the estimated monthly billing for that class and type of service.

SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.9 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)****2.9.3 Deposits (Cont'd)****C. General**

A seasonal customer is an individual who applies for and receives telephone service periodically each year, intermittently during the year or at other regular intervals scheduled at the time of application. A seasonal customer may be required to post a deposit.

D. Customers Exempt from Deposits

1. A new customer or existing customer who is 62 years of age or older shall be exempt from any deposit requirement unless such person's telephone service was terminated for nonpayment during the preceding six months. Proof of age will be required from any person claiming exemption from deposit requirements because of age. If the proof requested by the Company is not received within 30 days from the date service is connected, or 30 days from the date that verification of age is requested from an existing customer, the Company may suspend or terminate service unless the customer pays the required deposit. Any new customer or existing customer 62 years of age or older shall be permitted to pay a deposit in installments over a period not to exceed 12 months.
2. The Company shall not require any person it knows to be a recipient of public assistance, supplemental security income or additional state payments to post a deposit.

SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.9 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)****2.9.3 Deposits (Cont'd)****D. Recent Payment History**

A customer who has a recent payment history (within the preceding twelve months) with the Company are entitled to service without payment of a deposit unless their records indicate that they are delinquent in payment or have had service terminated for nonpayment. A customer who still owes money to the Company for residential service on a prior account shall be offered a deferred payment plan provided that the customer had service for three months and was not terminated for nonpayment during that period. (See Deferred Payment Agreements, Section 2.10.7 below.)

New deposits from a residential customer are reviewed after the first 3 monthly bills have been rendered; if too much has been taken, the excess is returned. The entire deposit is returned to a residential customer after 1 year, unless the customer is delinquent in payment, in which case the Company may continue to retain the deposit until the delinquency is satisfied. If the service is discontinued, the deposit is applied against the final bill, and any balance is returned to the customer.

2.9.4 Installment Billing for Nonrecurring Charges

A residential customer may elect to pay service connection and other non-recurring charges associated with a service order in monthly installments for up to a 12-month period. When installment billing is requested, all non-recurring charges associated with a given service order will be included in the calculation of the monthly installment.

SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.9 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)****2.9.4 Installment Billing For Nonrecurring Charges (Cont'd)**

Installment billing is subject to the following restrictions:

- a. Installment billing may be used only by residential customers;
- b. Charges will be billed in the number of installments of equal dollar amounts as requested by the customer up to a maximum of 12 installments over the course of 12 months;
- c. A customer may not pay a portion of the charges and then request installment billing for the remaining charges;
- d. More than one installment plan may be in effect for the same customer at the same time;
- e. If a customer disconnects service during the installment payment period, all unbilled charges will be included in the final bill rendered;
- f. A customer may elect to pay the unbilled charges before the expiration of the installment plan;
- g. Installment billing payments will continue even when an account is temporarily suspended;
- h. No interest or carrying charges will be applied to the outstanding balance during the installment period.

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SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.90 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)****2.9.5 Adjusted Payment Schedule**

A customer on a fixed income (e.g., pension and public assistance) shall be offered the opportunity to pay his or her bills on a reasonable schedule that is adjusted for periodic receipt of income.

2.9.6 Suspension or Termination for Nonpayment

- a. Suspension/termination notices may not be issued until at least 25 days after the date of the bill. Bills must be mailed to the customer no later than 6 business days after the date of the bill.
- b. After issuing the written notification in accordance with the terms of this Tariff, at least one attempt shall be made during non-working hours to contact the residential customer by telephone before the scheduled date of suspension/termination.
- c. Suspension/termination may occur only between the hours of 8 a.m. and 4 p.m. Monday through Thursday, provided that such day or the following day is not a public holiday or a day on which the main office is closed. In addition, service may not be disconnected during the periods of December 23 through the 26 and December 30 through January 2.
- d. Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so. Suspended or terminated residential service shall be reconnected within 24 hours following payment or within 24 hours of the end of circumstances beyond the Company's control which delay the reconnection. The Commission may direct that service be reconnected in less than 24 hours. (see above for info regarding reconnection turnaround time)

SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.9 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)****2.9.7 Deferred Payment Agreements**

Service will not be suspended or terminated unless the customer has been advised that a deferred payment plan can be arranged. An existing residential customer with three or more months service and for whom service has not been terminated for nonpayment is eligible for Deferred Payment Arrangements (DPA). Final notice of suspension / termination will advise the customer of deferred payment arrangements and will include, in bold print, a notice that assistance in reaching an agreement may be obtained from the Commission. The DPA notice will be mailed no less than six days before termination of total service.

A Deferred Payment Agreement will be for a period agreed to by both the customer and the Company.

If the Company believes that the customer has the resources to pay the bill, it shall notify both the customer and the Commission in writing of the reasons for its belief. The Commission shall make the final determination as to whether a DPA should be provided. A customer with medical emergencies and a customer who is elderly, blind or disabled shall be exempt from such eligibility criteria.

SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.9 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)****2.9.8 Dishonored Checks**

When a check received from a residential customer is dishonored, the company shall make two attempts, one outside of normal business hours, to contact the customer within 24 hours. The customer shall be given an additional 24 hours to pay before suspension/termination. The additional notice will be given provided that the customer has not submitted a dishonored check within the past 12 months.

2.9.9 Suspension or Termination – Abandonment

Suspension/termination of residential service for abandonment or unauthorized use may occur only after the Company makes a reasonable attempt to determine occupancy or authorized use, or the customer takes reasonable steps to prevent unauthorized use. A notice must be sent to the customer five days before such suspension or termination. The notification requirement is waived when previous mailings are returned by the Post Office or the company is advised that a new customer has moved into the location.

2.9.10 Suspension or Termination - Medical Emergencies

In the event of a medical emergency, an additional 30 days will be allowed for a residential customer before suspension or termination. A medical certificate must be supplied. The medical emergency status may be extended beyond 30 days upon submission of specified documentation. During the emergency, the customer will be able to defer payment of monthly charges up to an amount specified by the Commission until the emergency ceases or it is determined that the customer has the ability to pay the charges. Charges in any month in excess of the amount specified are due by the due date of the bill.

SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.9 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)****2.9.11 Suspension or Termination - Elderly, Blind or Disabled**

An additional 20 days will be allowed before suspension or termination may occur when:

- a. the customer is known to or identified to the Company as being blind or disabled;
- b. the customer is 62 years of age or older, and all other residents of the customer's household are: under 18 years of age, over 62 years of age, blind or disabled.

In cases where service has been suspended or terminated and the Company subsequently learns that the customer is entitled to the protection established herein, the Company shall within 24 hours of such notification restore service for an additional 20 days and make a diligent effort to contact in person an adult resident at the customer's premises for the purpose of devising a payment plan.

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SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.9 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)****2.9.12 Backbilling for Residential Customers**

The Company shall not charge a residential customer for previously unbilled service or adjust upward a bill previously rendered when the period for the unbilled service or billing adjustment is more than twenty-four (735.70.g.1- indicates a twelve month limit for customer liability for unbilled services) months prior to the mailing of the bill or the upward adjustment unless the conduct of the customer caused or contributed to the failure of the Company to render timely accurate billing. Unless the customer causes the late billing, the Company shall explain the reason for the late billing and shall advise the customer that suspension/termination of service is not permitted for charges billed in excess of six months after the service was provided.

The customer will be given the opportunity to pay the charges under an installment plan on a schedule equal in time to the length of the backbilling period.

2.10 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff.

SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.10 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)****2.10.1 Credit for Interruptions**

- a. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- b. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- c. A credit allowance will be given, upon request of the customer to the business office, for interruptions of 24 hours or more. Credit allowances will be calculated as follows:
 - i. If interruption lasts less than 48 hours, the credit is as follows:
 - a) 1/720th of the monthly rate for every hour of interruption
 - ii. If the interruption lasts more than 48 hours but less than 72 hours, the credit is as follows:
 - a) 33% of the monthly recurring charges
 - b) If the interruption lasts more than 72 hours but less than 96 hours, the credit is as follows:
67% of the monthly recurring charges
 - iii. If the interruption lasts more than 96 hours but less than 1209 hours, the credit is as follows:
 - a) 100% of the monthly recurring charges
 - iv. If the interruption lasts more than 120 hours, the credit is as follows:
 - a) 100% of the monthly recurring charges
 - b) \$20 additional credit or alternative telephone service at the customer's option.

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SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.10 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)****2.10.1 Credit for Interruptions (Cont'd)**

Two or more interruptions of 15 minutes or more during any one 24- hour period shall be considered as one interruption.

c. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

d. "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of measured rate service will not affect the subscriber's local call allowance during a given billing period.

SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.10 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Cont'd)****2.10.2 Limitations on Credit Allowances**

No credit allowance will be made for:

- a. interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
- b. interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;
- c. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- d. interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;
- e. interruptions of service due to circumstances or causes beyond the control of the Company.

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SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.11 AUTOMATIC NUMBER IDENTIFICATION****2.11.1 Regulations**

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by Tariff, to any entity (ANI recipient), only under the following terms and conditions:

- a. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- b. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- c. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

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SECTION 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.11 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)****2.11.1 Regulations (Cont'd)**

- d. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- e. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24-month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

2.11.2 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings.

SECTION 3 - CONNECTION CHARGES**3.1 CONNECTION CHARGE****3.1.1 General**

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

The connection Charge is comprised of two charges:

- a. Service Order;
- b. Line Connection Charge

Both charges may not be applicable in all cases.

The general application of these charges is as follows:

- a. A Service Order charge applies per customer order for all work or service ordered to be provided at one time, on the same premises, for the same customer. The charge recovers the cost of receiving, recording, and processing a customer's request for service.
- b. A Line Connection charge applies per customer order when the Company or its network suppliers must perform work to connect the service including but not limited to dispatching an employee to complete a customer requested installation or service charge. A Line Connection Charge applies to each line being modified or installed.

SECTION 3 - CONNECTION CHARGES (Cont'd)**3.1 CONNECTION CHARGE (Cont'd)****3.1.2 Exceptions to the Charge**

- a. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.
- b. No charge applies for one change in the class of residence service, provided that the change is ordered within 90 days of the initial connection of the customer's exchange service.
- c. The Company may from time to time waive or reduce the charge as part of a promotion.

3.2 RESTORAL CHARGE

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service.

SECTION 3 - CONNECTION CHARGES (Cont'd)**3.3 MOVES, ADDS AND CHANGES**

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

- Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.
- Add: The addition of a vertical service to existing equipment and/or service at one location.
- Change: Change - including rearrangement or reclassification - of existing service at the same location.

3.4 RECORD ORDER CHARGE

A Record Order Charge applies for work performed by the Company in connection with receiving, recording, and processing customer requests for the following.

- a. addition of directory listings
- b. change in listed name
- c. change of address
- d. change of billing party
- e. change in listed service to non-published service, not involving a change of telephone number.

A Record Order Charge does not apply when a Service Order charge also applies.

SECTION 3 - CONNECTION CHARGES (Cont'd)**3.5 CHARGES ASSOCIATED WITH PREMISES VISIT****3.5.1 Terms and Conditions**

The customer may request an estimate or a firm bid before ordering wire installation work to be done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested.

Inside Wire charges apply per service call when billable premises work is performed on noncomplex premises wire and jacks. Residence and Business charges may differ. Such charges are due and payable when billed.

Noncomplex wire, jacks and materials include:

- 2 to 6 pair inside wire
- Faceplates
- RJ11C, RJ14C, RJ11W and RJ14W type station jacks
- Staples, screws, nail, tape, connectors, etc.

3.5.2 Trouble Isolation Charge

When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

SECTION 3 - CONNECTION CHARGES (Cont'd)**3.5 CHARGES ASSOCIATED WITH PREMISES VISIT (Cont'd)****3.5.3 Inside Wire Maintenance and Installation**

The customer may provide inside wiring for single-line station equipment or may elect to have the Company's technicians install or maintain inside wire.

- a. Inside Wire Installation Charge: Charge to be billed will be based on the actual time and materials charges incurred when a customer requests new wire and jack installation or requests existing wire and jack moves, changes, removals, rearrangements, replacements or pre-wiring.
- b. Inside Wire Maintenance Charge: The Inside Wire Maintenance Charge applies when a customer requests wire and jack maintenance. Charge to be billed will be based on the actual time and materials charges incurred when a customer requests maintenance of wiring.

3.6 PRIMARY INTEREXCHANGE CARRIER (PIC) CHANGE CHARGE

The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's line after the initial installation of service.

SECTION 4 - SUPPLEMENTAL SERVICES**4.1 LOCAL OPERATOR SERVICE**

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate.

See Rate Schedule in Section 11 of this Tariff.

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SECTION 4 - SUPPLEMENTAL SERVICES (Cont'd)**4.2 BLOCKING SERVICE****4.2.1 General**

Blocking service is a feature that permits customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to residential and business customers:

- a. 900, 700 Blocking - allows the subscriber to block all calls beginning with the 900 and 700 prefixes (i.e. 900-XXX-XXXX) from being placed.
- b. 900, 971, 974 & 700 Blocking - allows the subscriber to block all calls beginning with the 900, 971, 974 and 700 prefixes from being placed.

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SECTION 4 - SUPPLEMENTAL SERVICES (Cont'd)**4.2 BLOCKING SERVICE (Cont'd)****4.2.1 General (Cont'd)**

- c. Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.
- d. Toll Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it. Toll Restriction will not block the following types of calls: 911 (Emergency), toll-free, and operator assisted toll calls.
- e. Toll Restriction Plus - provides subscribers with Toll Restriction, as described in 1.d. of this Section, and blocking of 411 calls.
- f. Direct Inward Dialing Blocking (Third Party and Collect Call) – provides business customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.
- g. Caller ID Blocking (per Call)

4.2.2 Regulations

- a. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- b. Blocking Service is available where equipment and facilities permit.

4.2.3 Rates and Charges

See Rate Schedule in Section 11 of this Tariff.

SECTION 4 - SUPPLEMENTAL SERVICES (Cont'd)**4.3 CUSTOMER REQUESTED SERVICE SUSPENSIONS****4.3.1 General**

At the request of the customer the Company will suspend incoming and outgoing service on the customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without change. At the customer's request the Company will provide the customer with an intercept recording referring callers to another number.

4.3.2 Rate Adjustment

The company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

Period of Suspension Charge

- First Month or Partial Month Regular Monthly Rate (no reduction)
- Each Additional Month $\frac{1}{2}$ Regular Monthly Rate (up to the one-year limit)

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SECTION 4 - SUPPLEMENTAL SERVICES (Cont'd)**4.4 REMOTE CALL FORWARDING SERVICE**

Service Area: Where facilities are available, the service area is defined by the NPA-NXX Codes and Exchanges listed below.

Local Calling Area: Exchanges and zones included in the local calling area for the NXX designations are specified below. NXXs associated with each particular exchange or zone may be found in the directory listings directory published by the incumbent local exchange carrier in the Customer's exchange area.

4.4.1 General

Remote Call Forwarding (RCF) is a local exchange service that utilizes a telephone number and Electronic Central Office facilities by which all incoming calls to the RCF telephone number are forwarded automatically to the subscriber's central office line in the same exchange as the RCF number or in a different exchange or to an inward WATS (Toll-Free Service) access line.

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SECTION 4 - SUPPLEMENTAL SERVICES (Cont'd)**4.4 REMOTE CALL FORWARDING SERVICE (Cont'd)****4.4.2 Regulations**

- a. Remote Call Forwarding service is offered in Electronic offices where facilities permit.
- b. RCF paths may be used singly, in groups, or as overflow paths for foreign exchange trunk groups. Only one forwarding number is permitted per group.
- c. Remote Call Forwarding is not offered where the terminating number is a coin telephone.
- d. Identification of the originating telephone number is not provided to the Remote Call Forwarding customer.
- e. Transmission may not be satisfactory on all calls.
- f. Remote Call Forwarding is not represented as suitable for the transmission of data.
- g. Remote Call Forwarding is provided on condition that the customer subscribe to sufficient RCF paths and terminating facilities to adequately handle calls to the RCF customer without interfering with or impairing any other services offered by the Company.
- h. The minimum charge for the RCF Service is the monthly rate for one month plus the Service Connection Charge.
- i. Charges for the call to the Remote Call Forwarding directory number shall be paid by the calling party.
- j. Each RCF group is entitled to one alphabetical and one classified listing at no additional charge in the directory which serves the associated RCF central office. Overflow paths associated with foreign exchange trunk groups are not listed. All other listing regulations for business individual lines apply, except that no charge applies for nonpublished service in connection with RCF.

SECTION 4 - SUPPLEMENTAL SERVICES (Cont'd)**4.4 REMOTE CALL FORWARDING SERVICE (Cont'd)****4.4.3 Rates**

In addition to the rates specified in Section 11 of this Tariff, the subscriber to Remote Call Forwarding is responsible for dial type (DDD) station-to-station local and toll charges applicable to calls transferred from the forwarding location to the terminating location. The charge applies for each call answered, including person-to-person and collect calls which are refused at the terminating location. For calls transferred within the same local calling area, the message rate schedule for business service in the RCF central office applies. In exchanges where only flat rate service is furnished, the charge for each local call transferred is a Rate Band 1 (A) charge. No allowance for local calls is included in the RCF monthly rate.

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SECTION 5 - RESIDENTIAL NETWORK SWITCHED SERVICES**5.1 GENERAL**

Residential Network Switched Service provides a residential customer with a connection to the Company's switching network which enables the customer to:

- a. place and receive calls from other stations on the public switched telephone network;
- b. access the Company's local calling service;
- c. access the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 911 service for emergency calling; and
- d. access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive toll-free service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (101XXXX). At the time of initial subscription, the customer shall designate a Primary Interexchange Carrier (PIC) for intra-LATA and inter- LATA toll service. If the customer does not select an intra-LATA PIC, and does not request blocking of intra-LATA toll calls, the Company shall be deemed to have been designated as the customer's intra-LATA PIC.

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SECTION 5 - RESIDENTIAL NETWORK SWITCHED SERVICES (Cont'd)**5.2 SERVICE DESCRIPTIONS AND RATES**

The following Residential Network Switched Service Options are offered:

- Residential Measured Rate Service
- Residential Flat Rate Service

All Residential Network Switched Service may be connected to customer-provided terminal equipment such as station sets or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only. Optional Voice Mail Service is available.

The following features are available with Residential Line Service at an additional charge:

HUNT GROUP CHARGES

Sequential Hunting
 Circular Hunting
 Uniform Hunting
 Queuing With Announcement
 Per Queue Set

HUNT LINE CHARGES

Sequential Hunting
 Circular Hunting
 Uniform Hunting

Charges for Residential Network Switched Service include a nonrecurring service connection charge and a monthly recurring charge for each line. Monthly recurring charges apply to optional voice mail and service features. Measured charges apply to Measured Rated Service, in addition to other rate elements described above.

SECTION 5 - RESIDENTIAL NETWORK SWITCHED SERVICES (Cont'd)**5.2 SERVICE DESCRIPTIONS AND RATES (Cont'd)****5.2.1 Measured Rate Service**

Measured Rate Service provides the customer with a single, analog, voicegrade telephonic communications channel that can be used to place or receive one call at a time. Calls to points within the local exchange area are charged on the basis of mileage and call duration in addition to a base monthly charge.

Local calling mileage bands are defined as follows:

<u>Local Mileage Band</u>	<u>Mileage</u>	(N)
Band A	0 to 8 miles	(N)
Band B	8+ to 15 Miles	(N)
Band C	Over 15 miles	(N)

Each Measured Rate Service has the following characteristics:

- Terminal Interface: 2-wire
- Signaling Type: Loop Start
- Pulse Type: Dual Tone Multi-Frequency (DTMF) or Dial Pulse (DP)
- Directionality: Two-way, In-Only, or Out-Only, as specified by the customer.

SECTION 5 - RESIDENTIAL NETWORK SWITCHED SERVICES (Cont'd)**5.2 SERVICE DESCRIPTIONS AND RATES (Cont'd)****5.2.1 Measured Rate Service (Cont'd)**

- a. Recurring and Nonrecurring Charges: In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this Tariff. In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the Incumbent Local Exchange Carrier for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the company of the Number Portability arrangement.

Charges for each Measured Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the total number of calls during the billing period.

See Rate Schedule in Section 11 of this Tariff.

SECTION 5 - RESIDENTIAL NETWORK SWITCHED SERVICES (Cont'd)**5.2 SERVICE DESCRIPTIONS AND RATES (Cont'd)****5.2.1 Measured Rate Service (Cont'd)**

b. Local Measured Service Time Periods (Cont'd):

i. Suburban Exchange Area:

Dial Station-To-Station Calls - Metro Call Bands B-F

- Day Rate: applies to directly dialed station-to-station calls placed Monday through Friday, 8:00 a.m. to 5:00 p.m.*
- Evening Rate: applies to directly dialed station-to-station calls placed Monday through Friday, 5:00 p.m. to 10:00 p.m.*
- Night and Weekend: applies to directly dialed station-to-station calls placed Monday through Friday, 10:00 p.m. to 8:00 a.m., and all day Saturday and Sunday.*

* The time shown indicates the termination of one rate application period and the beginning of the next. Calls connected at exactly the time shown are considered in the next time period.

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SECTION 5 - RESIDENTIAL NETWORK SWITCHED SERVICES (Cont'd)**5.2 SERVICE DESCRIPTIONS AND RATES (Cont'd)****5.2.1 Measured Rate Service (Cont'd)**

- c. Integrated Services Digital Network - Basic Rate Interface (ISDN-BRI)
 - i. Description: ISDN is a single integrated digital telecommunications network architecture which provides for the simultaneous access, transmission and switching of voice data and image services via channelized transport facilities over a set of standard multipurpose user-network interfaces.
 - a) The ISDN-BRI feature supports one 16 kb/s D-channel path between customer digital PBS equipment and the protocol handler in a PSU of the 5ESS(R) switch. This feature also provides the administration software for up to 2 B-channels associated with a D-channel in the same T1 facility (1.544 Mb/s for domestic). This interface supports both ISDN PBSs and host computers.

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SECTION 5 - RESIDENTIAL NETWORK SWITCHED SERVICES (Cont'd)**5.2 SERVICE DESCRIPTIONS AND RATES (Cont'd)****5.2.2 Flat Rate Service**

a. Description: Flat Rate Service provides the customer with an unlimited number of outgoing calls within a specified local calling area. Local calling areas are as specified below. Each Flat Rate Service has the following characteristics:

- Terminal Interface: 2-wire
- Signaling Type: Loop Start
- Pulse Type: Dual Tone Multi-Frequency (DTMF) or Dial Pulse (DP)
- Directionality: Two-way, In-Only, or Out-Only, as specified by the customer.

b. Flat Rate Local Calling Areas:

<u>Customer Exchange</u>	<u>Additional Exchanges in the Flat Rate Local Calling Area</u>
Beardstown	
Burton	Columbus, Fowler, Liberty, Payson, Quincy
Cairo	Mound City, Mounds
Columbus	Burton, Fowler, Liberty, Quincy
Forrest	Chatsworth, Fairbury, Strawn, Wing locality of Saunemin
Fowler	Burton, Columbus, Quincy
Liberty	Burton, Columbus, Payson, Quincy
Mound City	Cairo, Mounds
Mounds	Cairo, Mound City
Olive Branch	Tamms, Thebes
Payson	Burton, Liberty, Quincy
Quincy	Burton, Columbus, Fowler, Liberty, Payson; West Quincy, Missouri
Sterling	
Tamms	Olive Branch, Thebes
Thebes	Olive Branch, Tamms
West Dana	Cayuga, Indiana; Clinton, Indiana; Dana, Indiana; Montezuma, Indiana;

These local calling areas conform to local calling areas as defined by AT&T. In event of a conflict between this tariff and AT&T, the AT&T tariff will prevail.

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SECTION 5 - RESIDENTIAL NETWORK SWITCHED SERVICES (Cont'd)**5.2 SERVICE DESCRIPTIONS AND RATES (Cont'd)****5.2.2 Flat Rate Service (Cont'd)**

- c. Recurring and Nonrecurring Charges: In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this Tariff. In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangement provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the Incumbent Local Exchange Carrier for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the company of the Number Portability arrangement. Charges for each Flat Rate Service line include a monthly recurring Base Service Charge. See Rate Schedule in Section 11 of this Tariff.

SECTION 6 - BUSINESS NETWORK SWITCHED SERVICES**6.1 GENERAL**

Business Network Switched Service provide a business customer with a connection to the Company's switching network which enables the customer to:

- a. receive calls from other stations on the public switched telephone network;
- b. access the Company's local calling service;
- c. access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
- d. access the service of providers of interexchange service or intraLATA toll service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive toll-free service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (101XXXX). At the time of initial subscription, the customer shall designate a Primary Interexchange Carrier (PIC) for intra- LATA and inter-LATA toll service. If the customer does not select an intra- LATA PIC, and does not request blocking of intra-LATA toll calls, the Company shall be deemed to have been designated as the customer's intra- LATA PIC.

Business Network Switched Service is provided via one or more channels terminated at the customer's premises. Each Business Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Connection charges as described in Section 3 apply to all service on a one-time basis unless waived pursuant to this Tariff.

SECTION 6 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)**6.2 SERVICE DESCRIPTIONS AND RATES**

The following Business Access Service Options are offered:

- Basic Business Line Service
- Public Access Lines Service
- PBX Trunks
- Centrex Service

Basic Business Line Service, PBX trunks, and Centrex service are offered with measured rate local service.

All Business Network Switched Service may be connected to customer-provided terminal equipment such as station sets, key systems, PBX systems, or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only. Optional Voice Mail Service is available.

The following supplemental service features are offered to business network switched service subscribers for an additional charge:

- Remote Call Forwarding

The following features as described in Section 4 are available with Business Line Service for an additional charge:

- Three Way Conference, Consultation
- Call Forwarding (Variable, Busy Line, Don't Answer)
- Call Hold
- Call Waiting/Cancel Call Waiting
- Speed Calling One Digit
- Speed Calling Two Digit

SECTION 6 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)**6.2 SERVICE DESCRIPTIONS AND RATES (Cont'd)**

The following features are available with Business Line Service at an additional charge.

HUNT GROUP CHARGES

Sequential Hunting
Circular Hunting
Uniform Hunting
Queuing With Announcement
Per Queue Set

HUNT LINE CHARGES

Sequential Hunting
Circular Hunting
Uniform Hunting

6.2.1 Basic Business Line Service

- a. General: Basic Business Line Service provides a customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a flat rate included in the line price, or on a measured usage basis. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

SECTION 6 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)**6.2 SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.2.1 Basic Business Line Service (Cont'd)**

- a. General (Cont'd): The following Advanced Features are available at an additional charge: Voice Messaging; and 2) 6-Way Conference per line.
- b. Each Basic Business Line has the following characteristics:
 1. Terminal Interface: 2-wire
 2. Signaling Type: Loop start
 3. Pulse Types: Dual Tone Multi frequency (DTMF) or Dial Pulse (DP)
 4. Directionality: Two-Way, In-Only, or Out-Only, at the option of the customer
- c. Measured Rate Basic Business Line Service
 1. Description: Calls to points within the local exchange area are charged on the basis of mileage and duration of completed calls originating from the customer's service in addition to a base monthly charge.
 2. Local calling mileage bands are defined as follows:

<u>Local Mileage Band</u>	<u>Mileage</u>
Band A	0 to 8 miles
Band B	8+ to 15 Miles
Band C	Over 15 miles

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SECTION 6 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)**6.2 SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.2.1 Basic Business Line Service (Cont'd)**

b. Measured Rate Basic Business Line Service (Cont'd)

2. Recurring and Nonrecurring Charges: Charges for each Measured Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the duration of calls during the billing period. In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this Tariff. In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the Incumbent Local Exchange Carrier for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the Company of the Number Portability Arrangement.

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SECTION 6 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)**6.2 SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.2.1 Basic Business Line Service (Cont'd)**

c. Flat Rate Basic Business Line Service

1. Description: With the Flat Rate Basic Business Line Service, the customer pays a monthly rate for an unlimited number of outgoing calls with a specified local calling area. Local calling areas are as specified in Section 5.2.2.
2. Recurring and Nonrecurring Charges: Charges for each Flat Rate Service line include a monthly recurring Base Service Charge for an unlimited number of outgoing calls within a specified local calling area. In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this Tariff. In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the Incumbent Local Exchange Carrier for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the Company of the Number Portability Arrangement.

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SECTION 6 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)**6.2 SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.2.2 Public Access Line Service**

Public Access Line Service provides a single, analog, voice-grade telephonic communications channel that can be used to connect a pay telephone to the Company's switching equipment. Local measured usage charges apply to all local calls originating on this line. Service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the Incumbent Local Exchange Carrier for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the Company of the Number Portability Arrangement.

6.2.3 PBX Trunk Service

- a. General: PBX trunks are provided for connection of customer-provided PBX terminal equipment. Trunks can be delivered at a DS0 level or at the DS1 level.
- b. DID service allows callers to reach the called party without going through a PBX attendant. DOD service allows end users to dial outside of a PBX system without going through the PBX attendant to get access to an outside line.
- c. Digital trunks cannot be two-way trunks, but must be ordered as with either Direct Inward Dialing (DID) or Direct Outward Dialing (DOD).

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SECTION 6 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)**6.2 SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.2.3 PBX Trunk Service (Cont'd)**

- d. General (Cont'd): For DID configured PBX trunks additional charges apply for Direct Inward Dial Station numbers.
- e. Each DS0 level Trunk has the following characteristics:
 - Terminal Interface: 2-wire or 4-wire, as required for the provision of service
 - Signaling Type: Loop, Ground, E&M I, II, III
 - Pulse Type: Dual Tone Multi-Frequency (DTMF) or Dial Pulse (DP)
 - Directionality: In-Coming Only (DID), Out-Going Only (DOD), or Two-Way
 - f. Measured Rate PBX Trunks
- Description: Measured Rate DS0 PBX Trunks provide the customer with a single voice grade telephonic communications channel which can be used to place or receive one call at a time. Local calls on two-way trunks and DOD trunks are billed on a measured rate basis. DID trunks are arranged for one-way inward calling only.

SECTION 6 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)**6.2 SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.2.3 PBX Trunk Service (Cont'd)**

- f. Measured Rate PBX Trunks (Cont'd)
 - 1. Recurring and Nonrecurring Charges: In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this Tariff. Charges for each Measured Rate PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the duration of calls during the billing period. Local calling areas are as specified in Section 10. Service to customers may require the use of a link (and, or) number portability arrangements from the incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the Company by the Incumbent Local Exchange Carrier for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the Company of the Number Portability Arrangement.

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SECTION 6 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

6.2 SERVICE DESCRIPTIONS AND RATES (Cont'd)

6.2.3 PBX Trunk Service (Cont'd)

g. Measured Rate Analog PBX Trunks:

1. Recurring and Nonrecurring Charges

Terminal Numbers:

- 1-20 lines in terminal group
- 100 lines in terminal group

2. Measured Usage Charges: Measured Usage Charges for Measured Rate PBX Trunks are the same as those indicated for a basic business line.

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SECTION 6 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)**6.2 SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.2.3 PBX Trunk Service (Cont'd)**

h. DS1 PBX Trunk Service

1. Description: DS1 PBX Trunk Service provides a customer with connection to the Company switch via a DS1 digital fiber optic transmission facility operating at 1.544 Mbps and time division multiplexed into 24 voice grade telephonic communications channels.

Digital PBX Trunks are provided for connection of customer provided PBX equipment or trunk capable key systems to the Company switch. Each DS1 PBX Trunk has the following characteristics:

- Terminal Interface: Channel Bank or DSX-1 panel
- Signaling Type: Loop, Ground, E&M I, II, III
- Start Dial Indicator: Immediate Wink, Delay Dial, Dial Tone
- Pulse Type: Dual Tone Multi-Frequency (DTMF)
- Directionality: In-Coming or Out-Going Only, as specified by the customer

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SECTION 6 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)**6.2 SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.2.3 PBX Trunk Service (Cont'd)**

d. DS1 PBX Trunk Service (Cont'd)

2. Recurring and Nonrecurring Charges: In addition to the nonrecurring charges listed in Section 11 of this Tariff, service order charges apply as described in Section 3 of this Tariff. Charges for each Measured Rate DS1 PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the duration of calls during the billing period. In certain circumstances, service to customers may require the use of private line facilities obtained by the company from the Incumbent Local Exchange Carrier or another underlying provider. In such circumstances, the monthly recurring charges to the customer will be the greater of the Company's Monthly Recurring Charges set forth below or the charge to the Company by the Incumbent Local Exchange Carrier or other underlying provider for the private line facility used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the Company of the Number Portability Arrangement.

SECTION 6 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)**6.2 SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.2.3 PBX Trunk Service (Cont'd)**

- e. Integrated Services Digital Network-Primary Rate Interface (ISDN-PRI) and Basic Rate Interface (ISDN-BRI)

- 1. Description: ISDN is a single integrated digital telecommunications network architecture which provides for the simultaneous access, transmission and switching of voice data and image services via channelized transport facilities over a set of standard multipurpose user-network interfaces. PRI governs the connectivity between switching equipment (network or customer) and customer equipment and allows voice and data services, simultaneously while supporting circuit-switched and packet-switched connections.

The ISDN-PRI feature supports a 64 kb/s D-channel path between customer digital PBX equipment and the protocol handler in a PSU of the 5ESS(R) switch. This path is made up of a dedicated time slot between channel 24 on a digital facility interface (DFI) and the assigned protocol handler. This feature also provides the administration software for up to 23 B-channels associated with a D-channel in the same T1 facility (1.544 Mb/s for domestic). This interface supports both ISDN PBXs and host computers.

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SECTION 6 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)**6.2 SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.2.3 PBX Trunk Service (Cont'd)**

- e. Integrated Services Digital Network-Primary Rate Interface (ISDN-PRI) and Basic Rate Interface (ISDN-BRI) (Cont'd)
 1. Description (Cont'd): (i) Features: Call-by-Call Service - Provides the ability for the Dedicated B-channel(s) to be configured to access multiple Tariffed services on a per-call basis. The customer premises equipment signals the local central office as to what type of services to access for each call. The ISDN-BRI feature supports one 16 kb/s D-channel path between customer digital PBS equipment and the protocol handler in a PSU of the 5ESS(R) switch. This feature also provides the administration software for up to 2 B-channels associated with a D-channel in the same T1 facility (1.544 Mb/s for domestic). This interface supports both ISDN PBXs and host computers.

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SECTION 6 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)**6.2 SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.2.4 Centrex Service**

- a. Description: Centrex Service is a multi-station system offered to the business customer with 4 or more lines or trunks. It consists of digital switching equipment in the Company's switches connected to station lines on the customer's premises. Centrex Service enables the customer to originate and receive local calls within its system at no additional charge. Local measured usage charges apply to all other local calls. Local calling areas are as specified in Section 10.

Centrex Service is offered on a contracted basis with four terms: 24, 36, 60 and 84 months. Thirty days prior to the expiration of the contract term, the subscriber may cancel service or renew for a new term commitment. If the subscriber does not cancel or renew the service, service will continue on a month to month basis at the monthly rate associated with the twenty-four month term plan. Centrex Service is subject to availability.

Each Centrex Station Line has the following characteristics:

- Terminal Interface: 2-Wire or 4-Wire as required for the provision of service
- Signaling Type: Loop Start
- Pulse Type: Dual Tone Multi-Frequency (DTMF)
- Directionality: Two-Way, In-Only or Out-Only

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SECTION 6 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)**6.2 SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.2.4 Centrex Service (Cont'd)**

- b. Features: The Centrex customer is provided with standard features as part of the Centrex line and can purchase optional features at an additional charge.

The following Centrex features are available to the customer of Centrex Service and are included in the Centrex line charge:

STANDARD FEATURES

- Three-Way Conference, Consultation, Transfer
- Call Forwarding Variable
- Call Forwarding Busy Line
- Call Forwarding Don't Answer
- Permanent Hold
- Call Hold
- Call Park
- Call Pick-up
- Call Waiting Terminating
- Call Waiting Originating
- Speed Calling One Digit
- Speed Calling Two Digit

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SECTION 6 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)**6.2 SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.2.4 Centrex Service (Cont'd)**

b. Features (Cont'd):

The following Centrex features are available to the customer of Centrex Service at an additional charge:

OPTIONAL FEATURES

- Hunt Group Charge
- Sequential Hunting
- Circular Hunting
- Uniform Hunting
- Hunting Line Charge
- Sequential Hunting
- Circular Hunting
- Uniform Hunting
- Advance Features Line Charge
- Voice Messaging
- 6 Way Conference Per Arrangement

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SECTION 6 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)**6.2 SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.2.4 Centrex Service (Cont'd)**

- c. **Recurring and Nonrecurring Charges:** In addition to the nonrecurring charges listed in Section 11 of this Tariff, service order charges apply as described in Section 3 of this Tariff. In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the Incumbent Local Exchange Carrier for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the Company of the Number Portability Arrangement.

SECTION 6 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)**6.2 SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.2.4 Centrex Service (Cont'd)**

- d. Digital Centrex Service: Digital Centrex is a telephone service provided through the public switched telephone network (PSTN) via ISDN basic rate interface (BRI) lines. BRI provides a capability of up to three digital channels, two bearer (B) channels and 64 Kbps, and one data (D) channel at 16 Kbps. BRI is also commonly known as 2B+D. The B channels are capable of carrying voice, data, image, or video transmissions. The D Channel is used for out-of-band signaling or data transmission. Digital Centrex Service is provided via the central office (CO) of the local Telephone Company. An Individualized dialing plan (IDP) is offered with digital Centrex service that incurs a common equipment charge. An IDP allows for four-digit dialing between Centrex stations defined within the same IDP group. Default features are provided through Digital Centrex service to the customer such as transfer and 3-way conference calling. Enhanced features are also available for an additional charge. These features are charged on a per feature basis. Digital Centrex service provides telephone system capabilities through the CO, eliminating the need for customer premise switching equipment.

SECTION 6 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)**6.2 SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.2.5 Term Liability/Termination Charges**

Several of the services offered above are available at reduced prices if the Customer agrees at the time the order is placed to continued service for a specified period of time ("term"). If the Customer terminates service prior to the end of the term, in part or in whole, then termination charges may apply. If a customer disconnects service prior to the fulfillment of the term plan contracted, then a termination liability will be due to Company from Customer. The termination liability charge will be the difference between the monthly rate for the highest term period which could have been satisfied prior to service discontinuance and the monthly rate for the selected commitment period multiplied by the actual number of months the plan has been in effect. The monthly rates used for this calculation will be those in effect at the time the service is disconnected.

6.2.6 Integrated Services Digital Network – Primary Rate Interface (ISDN-PRI) and Basic Rate Interface (ISDN-BRI)

Description: ISDN is a single integrated digital telecommunications network architecture which provides for the simultaneous access, transmission and switching of voice data and image services via channelized transport facilities over a set of standard multipurpose user-network interfaces. PRI governs the connectivity between switching equipment (network or customer) and customer equipment and allows voice and data services, simultaneously while supporting circuit-switched and packet-switched connections.

The ISDN-PRI feature supports a 64 kb/s D-channel path between customer digital PBX equipment and the protocol handler in a PSU of the 5ESS(R) switch. This path is made up of a dedicated time slot between channel 24 on a digital facility interface (DFI) and the assigned protocol handler.

SECTION 6 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)**6.2 SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.2.6 Integrated Services Digital Network – Primary Rate Interface (ISDN-PRI) and Basic Rate Interface (ISDN-BRI) (Cont'd)**

Description (Cont'd): This feature also provides the administration software for up to 23 B-channels associated with a D-channel in the same T1 facility (1.544 Mb/s for domestic). This interface supports both ISDN PBXs and host computers.

Features: Call-by-Call Service - Provides the ability for the Dedicated B-channel(s) to be configured to access multiple Tariffed services on a per-call basis. The customer premises equipment signals the local central office as to what type of services to access for each call.

The ISDN-BRI feature supports one 16 kb/s D-channel path between customer digital PBS equipment and the protocol handler in a PSU of the 5ESS(R) switch. This feature also provides the administration software for up to 2 B-channels associated with a D-channel in the same T1 facility (1.544 Mb/s for domestic). This interface supports both ISDN PBXs and host computers.

6.2.7 Asymmetrical Digital Subscriber Line

Asymmetrical Digital Subscriber Line (ADSL) Service is an access data technology service offered in speed levels of 256 Kbps Down/64 Kbps Up, 384 Kbps Down/384 Kbps Up, 768 Kbps down 768 Kbps Up, 1.5 Mbps Down/768 Kbps Up and for multi-user applications, 1.5 Mbps Down/768 Kbps Up. The “up” speeds represent “transmission speeds in kilobytes from the customer designated location (CDL) to the Company’s ADSL connection point, while the “down” speeds represent “transmission speeds in kilobytes and megabits,” from the Company’s ADSL connection point to the CDL.

SECTION 6 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)**6.2. SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.2.7 Asymmetrical Digital Subscriber Line (Cont'd)**

The connection point is the aggregation point designated by the Company for connecting multiple Company ADSL serving wire centers via the backbone network services to the CDL.

A nonrecurring charge and a monthly rate apply for the installation of ADSL Service. The nonrecurring charge is also applicable when changing bandwidth.

ADSL Service is based on the following volume levels: 1 to 499, 500 to 1500 and Over 1500. The regulations applicable to ADSL Service provided under a TVP arrangement are specified under 16.6(F)(3). Various ADSL Service Package levels (will be combined to determine the volume level for rate application. Customers with more than one ADSL Service with different term periods will not be aggregated for determining the volume level rate.

Access to ADSL Service will be provided via Frame Relay Service. The associated regulations, rates and charges in Section 11 for Frame Relay Service will apply in addition to the rates and charges associated with the ADSL Service rate element.

6.2.8 Frame Relay Service

- A. General Description: Xclutel Frame Relay is a low to medium speed, statistically multiplexed packet data service. It is a connection-oriented data service that relays variable length frames (packets) across Permanent Virtual Connections (PVC's). Frame Relay service is subject to availability.

SECTION 6 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)**6.2 SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.2.8 Frame Relay Service (Cont'd)**

Xclutel Network Services Frame Relay is available to customers through the following:

- User-to-Network Interface (UNI) Connection
- Network-to-Network Interface (NNI) Connection
- Hubbed User-to-Network interface (H UNI) Connection
- Hubbed Network-to-Network Interface (H NNI) Connection
- Permanent Virtual Connections (PVC)

The service is comprised of two public interfaces-, a User-to-Network Interface (UNI) and a Network-to-Network Interface (NNI).

- (1) The UNI is a public interface which provides connectivity between customer premises equipment, excluding frame relay switches, and a frame relay switch.
- (2) The NNI is a public interface which provides connectivity between frame relay switches.
- (3) PVC's are the end-to-end, bi-directional, logical channels that connect one frame relay switch port to another frame relay switch port as requested by the customer.

Xclutel Network's Frame Relay UNI Connections and NNI Connections are available to customers from designated Frame Relay Service Points (FRSPs) at locations specified in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4. Hubbed UNI Connections are available to customer from designated Frame Relay Service Access Points (FRSAPs) at locations specified in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Hubbed NNI Connections are available to customers from designated Frame Relay Service Access Points (FRSAPs) at locations specified in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

SECTION 6 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)**6.2 SERVICE DESCRIPTIONS AND RATES (Cont'd)**

The dedicated channel which connects a customer's premises to an FRSP will be rated as a Local Distribution Channel (LDC). When the customer's serving wire center is not a designated FRSP location, Channel Mileage Termination (GMT) and Channel Mileage (CM) will apply from the customer's serving Wire center to the closest FRSP. Optional Features and Functions are also available with their channels and transport facilities.

When the customer requests either a Hubbed UNI Connection or a Hubbed NNI(C) Connection, the customer must obtain the appropriate dedicated channel between their premises and the closest FRSP. The customer must provide the Connecting Facility Assignment (CFA) to the Telephone Company at either a DSO level or at the appropriate interface level in the case of higher speed multiplexing. Either a Hubbed UNI Connection Cross-connect or a Hubbed NNI Connection Cross-connect will apply to each dedicated channel connected at the FRSP.

When utilizing Xclutel Networks DS1 Service as a component in Xclutel Networks Frame Relay, it must be ordered with the "Clear Channel Capability" option.

B. Service Elements

- (1) Committed Information Rate (CIR): CIR represents the base-level bandwidth on a specific DLCI by which the data is sent through the network. This bit rate is lower than or equal to the bit rate of the associated UNI or NNI connection and allows customers to reserve bandwidth on a per DLCI basis in order to prioritize critical data.
- (2) Data Link Connection Identifier (DLCI): A DLCI is the address information assigned to customer designated and points used to identify a customer's PVC and to correctly route customer's data between end locations.

SECTION 6 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)**6.2 SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.2.8 Frame Relay Service (Cont'd)**

B. Service Elements (Cont'd)

- (3) Permanent Virtual Connections (PVCs): PVCs. are the end-to-end, bi-directional logical channels that connect UNIs or NNIs within the Xclutel Networks Frame Relay network as requested by the customer. PVC's are made up of two Data Link Connection Identifiers (DLCIs). Multiple PVC's can be established over a single physical access circuit, providing a single access line the capability to transmit data to multiple destinations. PVC's are defined in software tables and do not tie-up capacity when not in use.
- (4) Oversubscription: Oversubscription allows the cumulative total Committed Information Rate of the DLCIs associated with single UNIs or NNIs to exceed the bit rate of that UNI or NNI. When this occurs, there is no guarantee that the bandwidth defined for any DLCI will be available at any given time.

SECTION 6 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)**6.2 SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.2.8 Frame Relay Service (Cont'd)**

B. Service Elements (Cont'd)

(5) UNI Connection: UNI Connection provides a frame relay UNI from a designated Frame Relay Service Point (FRSP). The customer must obtain the appropriate dedicated channel between their premises and the closest FRSP per 8.5.7 following.

UNI Speed Available CIR

- 56 Kbps 0, 8, 9.6, 16, 19.2, 28, 32 and 56 Kbps
- 64 Kbps 0, 8, 9.6, 16, 19.2, 28, 32, 56 and 64 Kbps
- 128 Kbps- 0, a, 9.6, 16, 19.2, 28, 32, 64 and 128 Kbps
- 256 Kbps' 0, 8, 9.6, 16, 19.2, 28, 32, 64, 128, 192 and 256 Kbps
- 384 Kbps* 0, 8, 9.6, 16, 19.2, 28, 32, 64, 128, 192, 256, 320 and 384 Kbps
- Mbps 0, 8, 9.6, 16, 19.2, 28, 32, 64, 128, 192, 256, 320, 384, 448, 512, 576, 640, 704, 768, 832, 896 and 960 Kbps 1.024, 1.088, 1.152, 1.216, 1.280, 1.344, 1.408, 1.472, 1.536 and 1.544 Mbps
- 44.736 Mbps 0, 5, 9.6, 15, 19.2, 28, 32, 64, 126, 192, 256, 320, 384, 448, 612, 576, 640, 704, 765, 832, 896 and 960 Kbps
- 1 V24, 1.088, 1.152, 1.216, 1.280, 1.344, 1.408, 1.472
- 1.536, 1.544, 3.088, 4.632, 6.176, 7.720, 9.264, 10.808,
- 12.350, 13.896, 15.440, 16.984, 18.528 and 20.072 Mbps

These UNIs are available on a limited basis where facilities and conditions permit.

(6) NNI Connection: NNI Connection provides a frame relay NNI from a designated Frame Relay Service Point (FRSP). NNI Connections are available at 56 Kbps, 64 Kbps, 1.544 Mbps and 44.736 Mbps. The customer must obtain the appropriate dedicated channel between their premises and the closest FRSP.

SECTION 6 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)**6.2 SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.2.8 Frame Relay Service (Cont'd)**

B. Service Elements (Cont'd)

- (7) Hubbed UNI Connection: Hubbed UNI Connection allows a customer to cross-connect a frame relay UNI to a higher speed service at a designated Frame Relay Service Access Point (FRSAP) location. Hubbed UNI Connections are available at 58 Kbps, 64 Kbps, 1.544 Mbps and 44.736 Mbps and require the Cross-Connect Function following.
- (8) Hubbed NNI Connection: Hubbed NNI Connection allows a customer to cross-connect a frame relay NNI to a higher speed service at 2 designated Frame Relay Service Access Point (FRSAP) location. Hubbed NNI Connections are available at 56 Kbps, 64 Kbps, 1.544 and 44.736 Mbps, and require the Cross-Connect Function per 8.5.7 following, Xclutel Networks Frame Relay is available at the option of the Company where facilities permit. If appropriate facilities are not available. Special Construction charges may apply.

The customer must specify the Committed Information Rate (CIR) and the Permanent Virtual Connection (PVC) mapping at the time the service is ordered.

The customer shall provide compatible equipment (Router, Data Service Units (DSUs)[Channel Service Units (CSUs), etc-), in accordance with interface specifications necessary to connect to the frame relay equipment as developed by the Frame Relay Forum, ANSI and ITU-T committees. This equipment is responsible for all error correction that may be required when the frame relay network discards frames.

SECTION 6 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)**6.2 SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.2.8 Frame Relay Service (Cont'd)****B. Service Elements (Cont'd)**

Xclutel Networks Frame Relay is available only from wire centers designated as either FRSPs. or FRSAPs and on a as available basis. If a customers serving wire center is not a designated FRSP or FRSAP, Channel Mileage (CM) from the customer's serving wire center to the nearest FRSP or FRSAP will be required-

The customer shall designate both ends of the PVC's which need to communicate with one another, and these PVC's are then provisioned through the network. Xclutel Networks Frame Relay allows oversubscription of Committed Information Rate as follows;

- (i) Oversubscription of up to 200% is allowed on the UNI.
- (ii) Oversubscription of up to 200% 'is allowed on the NNI.

The minimum service period for Xclutel Networks Frame Relay is 12 months. A Change Charge will be applied whenever a change is made to the customers network map, including changes to CIR or remapping PVC's. Only one Change Charge will apply for multiple changes made at the same time to the same UNI or NNI. Each order can be for a maximum of 20 changes.

Due dates for service installation or changes will be assigned as specified in Xclutel Networks Interval Guide AM TR-MK- 000088. Cancellation of an application for Xclutel Networks Frame Relay may result in charges to the customer as shown in 8.5.7 following. Cancellation of dedicated services associated with Xclutel Networks Frame Relay may result in charges as described in Section 8.5.7 following.

A customer may delay an order at any time prior to the three calendar days immediately prior to the due date without penalty. If the delay is within three calendar days, a Customer Requested Order Delay Charge will apply.

SECTION 6 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)**6.2 SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.2.8 Frame Relay Service (Cont'd)****B. Service Elements (Cont'd)**

If a customer is not ready on the due date and has not requested a delay prior to the due date, the service will commence on the due date originally established.

A customer may change CIR or PVC speed at any time prior to the three calendar days immediately prior to the due date without penalty. If the change is within three days, a Change Charge and an Administrative Charge will apply. The customer can upgrade or downgrade CIR speed at any time without termination liability. A Change Charge and Administrative Charge will apply. Xclutel Networks will perform routine maintenance as required to reasonably maintain service performance. Outages shall also be required to provide hardware, software and facility upgrades. Such upgrades shall occur between 2 am and 6 am on Sundays (Central Standard Time [CST]). Additional maintenance may be necessary and will be scheduled at mutually agreeable times.

- (9) Customer Requested Order Delay Charge: The Customer Requested Order Delay Charge applies once per UNI or NNI connection whose Installation is delayed per 2 customer request. The nonrecurring Customer Requested Order Delay Charge for Xclutel Networks Frame Relay is set forth in 8.5.7 following.
- (10) Change Charge: The Change Charge applies whenever a change is made to the customers network map. Up to 20 changes may be requested per order- The nonrecurring Change Charge for Xclutel Networks Frame Relay is set forth in 8.5.7 following.

SECTION 6 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)**6.2 SERVICE DESCRIPTIONS AND RATES (Cont'd)****6.2.8 Frame Relay Service (Cont'd)**

- C. Additions to Frame Relay Serving Arrangements: A subsequent order to add additional connections to an existing frame relay arrangement must be for a period of 12, 36 or 60 months or for the remainder of the existing Frame Relay OPP provided that the existing OPP has a minimum of 12 months remaining.
- D. Termination Liabilities: Customers requesting termination of service prior to the expiration date of the OPP term will be liable for a termination charge. The termination charge will be calculated as follows;

The dollar difference between the current OPP rate for the OPP term that could have been completed during the time the service was actually in service, or the entire 12 month OPP rate for a service in place less than 12 months, and the customers current OPP rate for each month the service was provided.

For example, a customer subscribed to a 60 month OPP term and disconnected service during the 37th month. This customer's termination charge would be: $[35 \text{ month OPP Rate} - 60 \text{ month OPP rate}] \times 37 = \text{Termination Charge}$. The 36 month OPP term could have been completed during the months the service was actually in service. All termination charges Will be based on the OPP rates in effect at the time of termination.

- E. Credit Allowance. A Credit-Allowance will be given for an interruption to EGIX Frame Relay.

SECTION 7 - INTRALATA TOLL USAGE AND MILEAGE CHARGES**7.1 GENERAL****7.1.1 Description**

Intra-LATA toll service is furnished for communication between telephones in different local calling areas within a particular LATA in accordance with the regulations and schedules of charges specified in this Tariff. The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this Tariff.

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

7.1.2 Classes of Calls

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

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

SECTION 7 - INTRALATA TOLL USAGE AND MILEAGE CHARGES (Cont'd)**7.2 TIMING OF CALLS**

- a. Unless otherwise indicated, all calls are timed in one minute increments and all calls which are fractions of a minute are rounded up to the next whole minute.
- b. For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- c. For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.
- d. Call timing ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.
- e. Calls originating in one time period as defined in Section 7.3 and terminating in another will be billed the rates in effect at the beginning of each minute.
- f. All times refer to local time.

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SECTION 7 - INTRALATA TOLL USAGE AND MILEAGE CHARGES (Cont'd)**7.3 TIME PERIODS DEFINED**

Day:

- 8am-5pm Monday-Friday*

Evening:

- 5pm-11pm Monday-Friday*
- 5pm-11pm Sunday*
- All day Christmas, New Years, Thanksgiving, Independence and Labor Days

Night & Weekend:

- 8am Saturday-5pm Sunday*
- 11pm-8am Every day*

* The time shown indicates the termination of one rate application period and the beginning of the next. Calls connected at exactly the time shown are considered in the next time period.

7.4 REGULATIONS AND COMPUTATION OF MILEAGE

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

7.4.1 Originating Rate Center

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

SECTION 7 - INTRALATA TOLL USAGE AND MILEAGE CHARGES (Cont'd)**7.4 REGULATIONS AND COMPUTATION OF MILEAGE (Cont'd)****7.4.2 Terminating Rate Center**

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

7.4.3 Calculation of Mileage

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

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

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

- a. Obtain the "V" and "H" coordinates for each location. The "V" coordinate is the first four digits in the "VH" column. The "H" coordinate is the next four digits.
- b. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
- c. Square each difference obtained in step b., above.
- d. Add the square of the "V" difference and the "H" difference obtained in step c., above.
- e. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.
- f. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

SECTION 7 - INTRALATA TOLL USAGE AND MILEAGE CHARGES (Cont'd)**7.5 CALL CHARGES**

Rates are based on the duration of the call as measured according to Section 7.2, time of day rate period of the call as described in Section 7.3 and the airline mileage between points of the call as described in Section 7.4. In addition, where live or automated operator assistance is required for call completion or billing, a per call service applies.

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

7.5.1 Usage Charges:

- a. Business Two-Point Message Toll Service: See Rate Schedule in Section 11 of this Tariff.
- b. Residence Two-Point Message Toll Service: See Rate Schedule in Section 11 of this Tariff.

7.5.2 Per Call Service Charges

The service charges listed in the Rate Schedule specified in Section 11 of this Tariff apply to intra-LATA toll calls for which live or automated operator assistance is provided for call completion and/or billing.

SECTION 8 - SPECIAL SERVICES AND PROGRAMS**8.1 TELEPHONE ASSISTANCE PROGRAMS****8.1.1 General**

- a. To qualify for low income assistance, the applicant must participate in any of the following assistance programs. The Illinois Department of Human Services will certify the applicant's participation in assistance programs (a) and (b), below for purposes of eligibility.

- (a) Medicaid
- (b) Food Stamps
- (c) Supplemental Security Income (SSI)
- (d) Federal Housing Assistance
- (e) Low-Income Home Energy Assistance (LIHEAP)
- (f) National School Lunch Program's free lunch program
- (g) Temporary Assistance to Needy Families (TANF)

- b. The low-income programs are funded through voluntary contributions from Illinois customers.
- c. The Telephone Company's verification through the Department of Human Services or, in lieu of electronic verification, applicant's signature on the form contained in Part 757 as Exhibit E, shall constitute proof of income eligibility.
- d. The low-income assistance shall be available to only one access line per low-income household.

8.1.2 Supplemental Link-Up Assistance

A one-time credit of up to \$12, not to exceed 50% of the total connection charge, will be applied to each new eligible customer.

SECTION 8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)**8.1 TELEPHONE ASSISTANCE PROGRAMS (Cont'd)****8.1.3 Universal Telephone Service Assistance Program (UTSAP) Voluntary Funding**

- a. Customers wishing to participate in the funding of UTSAP may do so by electing to contribute, on a monthly basis, a fixed amount to be included by the company on the customer's telephone bill. The voluntary contribution shall not reduce the customer's telephone bill. The voluntary contribution shall not reduce the customer's total monthly bill amount due the Company for telephone services or other charges.

(1) Residential customers may elect to contribute:

- (a) \$0.50
- (b) \$1.00
- (c) \$2.00
- (d) \$5.00

(2) Business customers may elect to contribute:

- (a) \$1.00
- (b) \$5.00
- (c) \$10.00
- (d) \$25.00

- b. Customers may elect to discontinue or change the amount of monthly contributions on their bill at any time upon providing at least 30 days notice to Company.
- c. Failure by the customer in any month to remit the entire billed amount shall reduce the UTSAP contribution accordingly.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)**8.2 LINK UP AMERICA**

The Link Up America program is a connection assistance plan which provides for the reduction of one-half of the charges associated with connection of telephone service, up to \$30.00, subject to the following eligibility criteria:

- a. The applicant must meet the requirements for qualification for Lifeline Telephone Service stipulated in Section 8.1, above;
- b. The assistance can only apply for a single telephone line at the principal place of residence of the applicant;
- c. The applicant must not be a dependent for federal income tax purposes, unless he or she is more than 60 years old.
- d.

8.3 SPECIAL EQUIPMENT FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER

- a. The Company will provide, upon request, specialized telecommunications equipment for a customer certified as hearing or speech impaired.
- b. A customer can be certified as hearing or speech impaired by a licensed physician, otolaryngologist, speech-language pathologist, audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairments in cooperation with an official agency of the State of Illinois.
- c. The Company will make every reasonable effort to locate and obtain equipment for a certified customer.
- d. The customer may purchase equipment at a price not to exceed the actual purchase price (including any applicable shipping costs) the Company pays.
- e. The Company will also advise the customer who requests this equipment of the applicable terms for purchase.

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SECTION 8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)**8.4 DISCOUNTED SERVICE FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER****8.4.1 General**

A handicapped person who has been certified to the Company as having a hearing or speech impairment which requires that he or she communicate over telephone facilities by means other than voice, and who either use non-voice equipment or make calls through an interpreter, will receive, upon application to the Company, a fifty percent (50%) discount on local message rate service.

8.4.2 Certification

Acceptable certifications are:

1. Those made by a licensed physician, otolaryngologist, speech-language pathologist or audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairment in cooperation with an official agency of the State of Illinois or
2. A pre-existing certification establishing the impairment of hearing or speech such as those which qualify the handicapped person for social security benefits on the basis of total hearing impairment or for the use of facilities of an agency for a person with hearing or speech impairment.

8.4.3 Qualification

A customer qualifying for the discount is one whose impairment is such that competent authority would certify him or her as being unable to use a telephone for voice communication.

8.4.4 Billing

The reduction in charges is applied only at one location, designated by the impaired person.

SECTION 8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)**8.5 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE****8.5.1 General**

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

8.5.2 Regulations

- a. This service is furnished to municipalities and other governmental agencies only for the purpose of voice reporting of emergencies by the public. For this service, the municipality or government agency(s) designated by the customer as responsible for the control and staffing of the emergency report center is referred to as the "Agency".
- b. When 911 service replaces an existing emergency number, intercept service shall be the responsibility of the Agency. However, if the Agency is unable to provide this service, the operator will intercept and forward requests for emergency aid for a period of at least one year
- c. 911 service is furnished for incoming calls only.

SECTION 8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)**8.5 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (Cont'd)****8.5.3 Conditions of Furnishing Service**

This service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any personal injury to 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 by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

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SECTION 8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)**8.6 ENHANCED UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE****8.6.1 General**

Enhanced Universal Emergency Telephone Number Service (E911 Service) is a Call Delivery Network whereby any telephone user who dials the number 911 will reach a designated Public Safety Answering Point (PSAP). E911 Service is offered in the Company's serving area subject to the availability of stored program control central office facilities, Enhanced 911 software, and ANI equipment. The telephone user who dials the 911 number will not be charged for the call.

8.6.2 Regulations

- a. In addition to the following, the regulations in Section 8.5.2 apply.
- b. This Tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the company undertake such responsibility. The Agency shall make such operational tests as in their judgment are required to determine whether the system is functioning properly for its use. The Agency shall promptly notify the Company in the event the system is not functioning properly.
- c. E911 information, consisting of the names, addresses, and telephone numbers of all telephone customers, is confidential. The Company will release such information to the Agency periodically for the update of their systems.
- d. The E911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number ("ANI") and address ("ALI") associated with the originating station location are furnished to the PSAP, on a call by call basis, after an E911 call has been received.
- e. Service boundaries of the Company and political subdivision boundaries may not coincide. In the event that the Agency does not subscribe to Selective Routing, it must make arrangements to handle all 911 calls that originate from telephones served by Central offices in the local service areas (i.e., exchange) whether or not the calling telephone is situated on property within the geographical boundaries of the Agency's public safety jurisdiction.

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SECTION 8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)**8.6 ENHANCED UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE
(Cont'd)****8.6.3 Conditions of Furnishing Service**

This service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, including default routing, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any personal injury to 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 by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever, including for default routing. The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

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SECTION 8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)**8.7 TELECOMMUNICATIONS RELAY SERVICE****8.7.1 General**

The Company will provide access to a telephone relay center for the Illinois Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an toll-free number. Specific toll-free numbers have been designated for both impaired and non-impaired customers to use.

Concurrence in regulations and charges of the Illinois Telecommunications Access Corporation are as follows:

- a. Xclutel concurs in the Rates, Rules and Regulations governing: (1) intrastate Telecommunications Provisions for the Hearing-and Voice-Impaired as filed by the Illinois Telecommunications Access Corporation in its ILL.C.C, No. 3 tariff; (2) intrastate Telecommunications Provisions for the Deaf and Severely Hearing-Impaired for Telecommunications Relay Service as filed by the Illinois Telecommunications Access Corporation in its ILL.C.C No. 4 tariff.
- b. Xclutel extends this concurrence to any and all changes which may be made subsequent to this date by the Illinois Telecommunications Access Corporation in its ILL.C.C. No. 3 and ILL.C.C. No. 4 tariffs.
- c. Xclutel hereby expressly reserves the right to cancel and make void this statement of concurrence at any time.

8.7.2 Regulations

- a. Only intrastate calls can be completed using the Illinois Relay Service under the terms and conditions of this Tariff.

SECTION 8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)**8.7 TELECOMMUNICATIONS RELAY SERVICE (Cont'd)****8.7.2 Regulations (Cont'd)**

- b. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- c. Calls through the Relay Service may be billed to a third number only if that number is within the State of Illinois. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.
- d. The following calls may not be placed through the Relay Service:
 - 1. calls to informational recordings and group bridging service;
 - 2. calls to time or weather recorded messages;
 - 3. station sent paid calls from coin telephones; and
 - 4. operator-handled conference service and other teleconference calls.

8.7.3 ITAC Supplement Charges

Pursuant to the Order dated June 6, 2007, of the Illinois Commerce Commission in Docket No. 07-0231, Xclutel, LLC will impose a supplemental charge of eight cents per month per line for all subscriber lines other than Centrex-type and PBX lines, a charge of 1.6 cents for each Centrex-type line, and a charge of 40 cents per PBX trunk. Charges for services provisioned by T-1 lines and other advanced multi-channel services shall mirror AT&T's application of 9-1-1 charges. These charges shall be effective with bills rendered on or after July 1, 2007 or at the beginning of the first billing cycle after July 1, 2007.

SECTION 8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)**8.7 STATE OF ILLINOIS RELAY SERVICE (Cont'd)****8.7.4 Liability**

The Company contracts with an outside provider for the provision of this service. The outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the customer, by using the service, agrees to release, defend, and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted, or asserted by the customer, or by any other person, for any loss or destruction of any property whatsoever, whether covered by the customer or others, or for any personal injury or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

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SECTION 9 - SPECIAL ARRANGEMENTS**9.1 SPECIAL CONSTRUCTION****9.1.1 Basis for Charges**

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's Tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- a. nonrecurring charges;
- b. recurring charges;
- c. termination liabilities; or
- d. combinations of a., b., and c.

9.1.2 Basis for Cost Computation

The costs referred to in 9.1.1 preceding may include one or more of the following items to the extent they are applicable:

- a. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - (1) equipment and materials provided or used;
 - (2) engineering, labor, and supervision;
 - (3) transportation; and
 - (4) rights of way and/or any required easements.
- b. Cost of maintenance.
- c. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.

SECTION 9 - SPECIAL ARRANGEMENTS (Cont'd)**9.1 SPECIAL CONSTRUCTION (Cont'd)****9.1.2 Basis for Cost Computation (Cont'd)**

- d. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- e. License preparation, processing, and related fees.
- f. Tariff preparation, processing and related fees.
- g. Any other identifiable costs related to the facilities provided; or
- h. An amount for return and contingencies.

9.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

- a. The period on which the termination liability is based is the estimated service life of the facilities provided.

SECTION 9 - SPECIAL ARRANGEMENTS (Cont'd)**9.1 SPECIAL CONSTRUCTION (Cont'd)****9.1.3 Termination Liability (Cont'd)**

- b. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
- (1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - (a) equipment and materials provided or used;
 - (b) engineering, labor, and supervision;
 - (c) transportation; and
 - (d) rights of way and/or any required easements;
 - (2) license preparation, processing, and related fees;
 - (3) Tariff preparation, processing and related fees;
 - (4) cost of removal and restoration, where appropriate; and
 - (5) any other identifiable costs related to the specially constructed or rearranged facilities.
- c. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 11 by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 11 shall be adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

SECTION 9 - SPECIAL ARRANGEMENTS (Cont'd)**9.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE**

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

9.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service which vary from Tariffed arrangements. Rates quoted in response to such requests may be different for Tariffed service than those specified for such service in this Tariff. ICB rates will be offered to customers in writing and will be made available to similarly situated customers.

SECTION 10 - DIRECTORY**10.1 ALPHABETICAL DIRECTORY****10.1.1 Main Listings**

- a. The Company contracts with an outside provider, which may be the Incumbent Local Exchange Carrier, for directory listings. All references to the directory of the Company will mean the directory published by the outside provider.
- b. The term “listing” refers to the information in light face type in the alphabetical directory and the Directory Assistance Records of the Company.
- c. Listings provided without charge are as follows:
 1. One listing for each individual line. Where individual lines are grouped for incoming service, only one listing will be provided for each such group.
 2. One listing for each PBX or interconnecting system.
- d. The name listed in the directory has no bearing on who is responsible for payment of the account associated with the number being listed.

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SECTION 10 - DIRECTORY (Cont'd)**10.1 ALPHABETICAL DIRECTORY (Cont'd)****10.1.2 Composition of Listings**

- a. Listings are limited to information essential to the identification of the listed party.
- b. Addresses
 1. Each listing normally includes the number and street name location where the telephone service is furnished. The name of a building may be shown in case of buildings commonly known by name.
 2. Upon Customer request, the address may be omitted, a post office box number may be shown, or a partial address (omitting number) may be shown. In directories where locality names are normally part of the address, a partial address consisting of the name of a locality may be shown.
- c. The Customer may request a main listing different from the billing name and address of the service. All such requests will be honored to the extent possible under the terms of the contract described in Section 10.1.1.a above.

10.1.3 Types of Listings

In addition to the main listing as described above, the following options are available for an additional charge.

SECTION 10 - DIRECTORY (Cont'd)**10.1 ALPHABETICAL DIRECTORY (Cont'd)****10.1.3 Types of Listings (Cont'd)**

- a. Indented Listings: An indented listing is indented under a standard listing or under a caption, and may not include more than a designation, address, and telephone number. A caption consists of a name, and may include a designation, but not a telephone number. An address may be included only if all of the services listed under the caption are located at the same address. When the same designation is appropriate for two or more indented listings, it may be shown as a sub-caption.

Indented listings are permissible when a Customer is entitled to two or more listings of the same name with different addresses or different telephone numbers.

- b. Duplicate Listings: Any listing may be duplicated in a different directory (where offered) or under a separate geographical heading in the same directory. Such listing may be duplicated in indented form.
- c. Reference Listing: A Customer with a listing in a different geographic heading may have an indented listing in reference form (“See . . .”) in lieu of a duplicate listing.
- d. Cross Reference Listing: A Customer may have a related listing in the same alphabetic group listing when required for identification of the listed party and not designated for advertising purposes.
- e. Alternate Telephone Number Listings: Any listed party who has made arrangements for receiving calls at a different telephone number during an absence or at night may have the alternate numbers listed in the directory. Such listings may be furnished as an indented listing or as a sub-caption.
- f. Semi-Private Listing: At the request of the Customer, the telephone number is omitted from the Company’s alphabetical directory and designated as a “non-listed” telephone number and the telephone number is included in the Directory Assistance records available to the general public. In addition, the telephone number is displayed for 911 and E911 emergency service and provided when a law enforcement agency requests it in writing.

SECTION 10 - DIRECTORY (Cont'd)**10.1 ALPHABETICAL DIRECTORY (Cont'd)****10.1.4 Non-Published Service**

- a. General: The telephone numbers of non-published service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public. However, where a government agency subscribes to Universal Emergency Telephone Number Service (911) or Enhanced Universal Emergency Telephone Service (E911), the telephone number, name, and address of a Customer with non-published service will be displayed when the Customer dials 911 and is connected to a Public Safety Answering Point (PSAP) for dispatch of emergency service. In addition, the Company will provide a Customer's non-published number when a law enforcement agency requests it in writing.
- b. Regulations:
 1. Except as otherwise provided in this paragraph, incoming calls to non-published service will be completed only when the calling party places the call by number. In claims of emergencies involving life and death, the operator will call the non-published number and request permission to make an immediate connection to the calling party. If the connection is refused, the calling party will be advised.
 2. The acceptance by the Company of the Customer's request to refrain from publishing his or her telephone number in the Directory does not create any relationship or obligation, direct or indirect, to any person other than the Customer.
 3. In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing the telephone number of non-published service in the directory or disclosing said number to any person shall attach to the Company, and where such a number is published in the directory, the Company's liability shall be limited to and satisfied by a refund of any monthly charges which the Company may have made for such non-published service.
 4. The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly, by the publication of the number of a non-published service or the disclosing of said number to any person.

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SECTION 10 - DIRECTORY (Cont'd)**10.2 DIRECTORY INFORMATION REQUESTS**

Requests for directory information are provided by dialing Directory Assistance. Information will not be issued by the Company outside of normal directory assistance procedures unless the request is made by an emergency agency. Directory information will only be provided to emergency agencies after a formal request is presented to the Company in writing. The requesting agency must agree to pay for the costs incurred by the Company in providing the information, and must certify that the information will be used only for the purpose of providing its services to the community.

10.2.1 General

Calls to Directory Assistance will be provided free of charge to consumers who are legally visually handicapped.

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SECTION 10 - DIRECTORY (Cont'd)**10.3 LIABILITY OF THE COMPANY FOR ERRORS****10.3.1 General**

In the absence of gross negligence or willful misconduct, and except for the allowances stated elsewhere in this Tariff, no liability for any damage of any nature whatsoever arising from errors in directory listings or errors in listings obtainable from the Directory Assistance operator, including errors in reporting thereof, shall attach to the Company. A listing is considered in error only when it shows the Customer on the wrong street, or in the wrong community. The Customer must notify the Company of an error.

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SECTION 10 - DIRECTORY (Cont'd)**10.3 LIABILITY OF THE COMPANY FOR ERRORS (Cont'd)****10.3.2 Allowance for Errors**

An allowance for errors in published directory listings or for errors in listings obtainable from the Directory Assistance operator shall be given as follows:

- a. Free Listings: For Free or non-charge published directory listings, credit shall be given at the rate of two times the monthly rate for an additional or charge listing affected, for each month of the life of the directory or the charge period during which the error occurs. The Company may issue the credit in a lump sum if it chooses to do so.
- b. Charge Listings: For each additional or charge published directory listing, credit shall be given at the monthly Tariff rate for each individual line affected, for each month of the life of the directory or the charge period during which the error occurs.
- c. Operator Records: For free or charge listings obtainable from records used by the Directory Assistance operator, upon notification to the Company of the error in such records by the Customer, the Company shall be allowed a period of three business days to make the correction. If the correction is not made in that time for reasons within the control of the Company, credit shall be given at the rate of two-thirtieths (2/30) of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected. The total amount of any credit shall not exceed, on a monthly basis, the total of the charges for each listing plus the basis monthly rate for the line(s) in question. No allowance will be provided for errors caused by other carriers or operator service providers.

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SECTION 11 - RATES & CHARGES
11.1 CONNECTION CHARGES**11.1.1 Service Order Charge:**

Business	\$34.85
Residence	\$34.85

11.1.2 Connection Charge:

Business	\$17.50
Residence	\$17.50

11.1.3 Premises Visit Charge:

Business	
First (per 15 min. increment)	\$52.00
Add'l. (per 15 min. increment)	\$26.00
Residence	
First (per 15 min. increment)	\$48.00
Add'l. (per 15 min. increment)	\$24.00

11.2 RESTORAL CHARGE: \$12.40**11.3 MOVES, ADDS AND CHANGES**

Business – Move Order	
First	\$20.00
Add'l.	\$20.00
Business – ChangeOrder	
First	\$20.00
Add'l.	\$20.00
Residence – Move Order	
First	\$20.00
Add'l.	\$20.00
Residence – ChangeOrder	
First	\$20.00
Add'l.	\$20.00

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SECTION 11 - RATES & CHARGES**11.4 CHARGES ASSOCIATED WITH PREMISES VISIT****11.4.1 Trouble Isolation Charge**

Residence: (per 15 min. increment)

First	\$48.00
Additional	\$24.00

Business: (per 15 min. increment)

First	\$52.00
Additional	\$26.00

11.5 SUPPLEMENTAL SERVICES**11.5.1 ADVANCED CALLING FEATURE SERVICES**

<u>Advanced Calling Line Charge:</u>	<u>Monthly</u>	<u>Nonrecurring</u>
Call ID	\$6.00	\$0.00
Call ID with Name	\$1.50	\$0.00
Auto Callback	\$2.50	\$0.75
Auto Recall	\$2.50	\$0.75
Call Trace	\$4.00	\$0.75
Selective Call Rejection	\$3.00	\$0.75

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SECTION 11 - RATES & CHARGES (Cont'd)**11.5.2 BUSY LINE VERIFICATION AND INTERRUPT SERVICE**

- Verification Charge, each request: \$1.00
- Interrupt Charge, each request: \$1.05

11.5.3 BLOCKING SERVICE

- Nonrecurring Charge: 900, 971, 974, and 700 Blocking \$0.00
- Caller ID Blocking per call \$0.00

11.5.4 REMOTE CALL FORWARDING SERVICE

	<u>Monthly</u>	<u>Service Order</u>	<u>Line Connection</u>
Per Initial Feature	\$20.00	\$17.50	\$11.00
Per Additional Feature	\$15.00	\$17.50	\$11.00

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SECTION 11 - RATES & CHARGES (Cont'd)**11.6 RESIDENTIAL NETWORK SWITCHED SERVICES****11.6.1 MESSAGE RATE RESIDENCE LINE SERVICE**

<u>Charges</u>	<u>Monthly</u>	<u>Nonrecurring</u>
- Each Base Service Line	\$21.00	\$55.00
- Voice Mail Option, per line	\$09.08	\$15.00

11.6.2 MESSAGE RATE RESIDENCE LINE SERVICE – USAGEFlat Rate Service Areas:

The following monthly service rate applies to calls made within the local calling area as defined in section 5.2.2:

<u>Customer Exchange</u>	<u>Flat Rate Monthly Charge</u>
Beardstown	\$ 9.50
Burton	\$ 12.50
Cairo	\$ 9.50
Columbus	\$ 13.50
Forrest	\$ 9.50
Fowler	\$ 11.50
Liberty	\$ 13.50
Mound City	\$ 9.50
Mounds	\$ 9.50
Olive Branch	\$ 9.50
Payson	\$ 13.50
Quincy	\$ 12.50
South Beloit	\$ 11.50
Sterling	\$ 11.50
Tamms	\$ 9.50
Thebes	\$ 9.50
West Dana	\$ 10.50

Measured Service Areas:

The following usage rates apply to measured services:

<u>Mileage Band</u>	<u>Initial Minute Rate</u>	<u>Subsequent Minute Rate</u>
Band A	\$0.0510	\$0.0200
Band B	\$0.0990	\$0.0520
Band C	\$0.1600	\$0.1600

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SECTION 11 - RATES & CHARGES (Cont'd)**11.7 BUSINESS NETWORK SWITCHED SERVICES****11.7.1 BASIC BUSINESS LINE SERVICE**

<u>Charges</u>	<u>Monthly</u>	<u>Nonrecurring</u>
- Measured Rate Basic	\$42.40	\$55.00
- EUCL Multi-line Business	\$19.35	\$34.85

11.7.2 MESSAGE RATE BUSINESS LINE SERVICE – USAGEFlat Rate Service Areas:

The following monthly service rate applies to calls made within the local calling area as defined in section 5.2.2.

<u>Customer Exchange</u>	<u>Flat Rate Monthly Charge</u>
Beardstown	\$ 9.50
Burton	\$ 12.50
Cairo	\$ 9.50
Columbus	\$ 13.50
Forrest	\$ 9.50
Fowler	\$ 11.50
Liberty	\$ 13.50
Mound City	\$ 9.50
Mounds	\$ 9.50
Olive Branch	\$ 9.50
Payson	\$ 13.50
Quincy	\$ 12.50
South Beloit	\$ 11.50
Sterling	\$ 11.50
Tamms	\$ 9.50
Thebes	\$ 9.50
West Dana	\$ 10.50

Measured Service Areas:

The following usage rates apply to measured services:

<u>Mileage Band</u>	<u>Initial Minute Rate</u>	<u>Subsequent Minute Rate</u>
Band A	\$0.0510	\$0.0200
Band B	\$0.0990	\$0.0520
Band C	\$0.1600	\$0.1600

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SECTION 11 - RATES & CHARGES (Cont'd)**11.7 BUSINESS NETWORK SWITCHED SERVICES (Cont'd)****11.7.2a PBX TRUNK SERVICE**

- Monthly - FLAT RATE PBX TRUNKS: \$ 54.00
- Monthly – FLAT RATE VOICE T1: \$1,200.00

11.7.3 INTEGRATED SERVICES DIGITAL NETWORK-PRIMARY RATE INTERFACE (ISDN-PRI)

Where appropriate facilities do not exist, Special Construction charges will also apply.

	Monthly Recurring Charges / Term				Non-Recurring Charges
	Monthly	3 Year	5 Year	7 Year	
ISDN PRI System Termination	\$1200.00				\$50.00
ISDN PRI "B" Channel Switched Data "D" Channel	\$40.00	\$30.75	\$30.50	\$30.25	\$15.00
Packet Switched Data "B"	\$60.50	\$60.30	\$60.10	\$50.90	\$15.00
High Speed Packet Switched Data "B"	\$85.00	\$80.00	\$75.00	\$70.00	\$100.00
Each Additional Multipoint Terminal	\$20.00				\$50.00
	\$20.50				\$5.00

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SECTION 11 - RATES & CHARGES (Cont'd)**11.7 BUSINESS NETWORK SWITCHED SERVICES (Cont'd)****11.7.3 Integrated Services Digital Network-Primary Rate Interface (ISDN-PRI)
(Cont'd)**

Contract	Non- Recurring Charge	None Per Month	3-Year Per Month	5-Year Per Month
A. . ISDN Direct Line/N2Q	37.97	8.73	8.54	8.36
ISDN Direct Line National/P2B	37.97	8.73	8.54	8.36
B. Distance extension charge for beyond normal transmission range per ISDN Line/XTN/	20.79			
C. Circuit Switched Voice Service Element Standard capabilities and features as described in 4.1 B preceding per "B" channel Equipped/LTQ5X/	13.88	2.63	2.46	2.30

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SECTION 11 - RATES & CHARGES (Cont'd)**11.7 BUSINESS NETWORK SWITCHED SERVICES (Cont'd)****11.7.3 Integrated Services Digital Network-Primary Rate Interface (ISDN-PRI)
(Cont'd)**

Contract	Non- Recurring Charge	None Per Month	3-Year Per Month	5-Year Per Month
Additional Multiple Call Appearance, each/ ACSPB/	4.65	0.51		
Secondary Telephone Numbers, Each/D06/	1.03	0.95		
D. Circuit switched Data Service Element Standard Capabilities and features as described in 4.2 B preceding apply per "B" channel equipped/LTQ6X/	13.88	6.33	6.19	6.06
E. Alternate Circuit Switched Voice Service/Circuit Switched Data Service Element Charge Standard capabilities and features as described in 4.3 B preceding apply per "B" channel equipped/LTQ1X/	13.88	6.99	6.86	6.73
F. Packet Switched Data "B" Channel Service Element Charge Standard capabilities and features as described in 4.4 preceding apply per "D" service enabled/LTQ3X/	87.72	62.75	59.76	56.70

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SECTION 11 - RATES & CHARGES (Cont'd)**11.7 BUSINESS NETWORK SWITCHED SERVICES (Cont'd)****11.7.3 Integrated Services Digital Network-Primary Rate Interface (ISDN-PRI)
(Cont'd)**

Contract	Non- Recurring Charge	None Per Month	3-Year Per Month	5-Year Per Month
G. Packet Switched Data "D" Channel Service Element Charge Standard capabilities and features as described in 4.5 preceding apply per "D" service enabled/LTQ4X/	13.87	3.80	3.72	3.63
H. Subsequent changes for Circuit Voice and/or Circuit Switched Data and/or Packet Switched Data Rearrangements to add line appearances or move line or feature appearances, per line per occasion/PRCC/	6.94			
I. Additional Call Offering/NCO/	4.65	0.62		
J. Intercom Calling/NZV/	4.65	1.70		
K. Message Waiting Indicator, Each/MCN/	4.66	1.87		
L. Station Controlled Conference - 6 Port/EQ6/	13.85	12.84		
M. On-Demand Packet Switched Data "B" Channel/ LTH7X/	45.69	16.41	16.41	16.41

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SECTION 11 - RATES & CHARGES (Cont'd)**11.7 BUSINESS NETWORK SWITCHED SERVICES (Cont'd)****11.7.4 CENTREX SERVICE**

	Recurring Charges – Term					Nonrecurring Charges	
	Monthly	2 Yrs	3 Yrs	5 Yrs	7 Yrs	First	Add'l.
Centrex Common Equipment	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Message Rate Line Charge	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Flat Rate Line Charge	ICB	ICB	ICB	ICB	ICB	ICB	ICB

11.7.5 OTHER CHARGES

- A. Presubscribed Interexchange Carrier Charge (PICC) A presubscribed interexchange carrier charge (PICC) will apply to each presubscribed line on a Customer's account.

<u>Type</u>	<u>Monthly Charge</u>
Business Line	\$0.39
CENTREX Line	\$0.05
ISDN BRI	\$0.26
ISDN PRI	\$0.09

- B. Universal Service Fund Fee
On gross local and intrastate charges 1.2%

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SECTION 11 - RATES & CHARGES (Cont'd)**11.7 BUSINESS NETWORK SWITCHED SERVICES (Cont'd)****11.7.6 FRAME RELAY**

UNI Connection	Nonrecurring Charge	Monthly Payment Optional Payment Plan		
		12 Mo.	36 Mo.	60 Mo.
-Per LIN I				
56- Kbps	\$250.00	130.00	115.00	95.00
54 Kbps	250.00	130.00	115.00	95.00
128 Kbps	350.00	200.00	165.00	145.00
256 Kbps	350.00	300.00	250.00	215.00
384 Kbps	350.00	385.00	315.00	275.00
1.544 Mbps	350.00	465.00	375.00	350.00
44.736 Mbps	3,000.00	3,700.00	3,550.00	3,250.00
- Per LDC				
56 Kbps (Per Point of Termination)				
- Access Area A		49.19	47.57	46.76
- Access Area B		60.38	58.86	53.98
- Access Area C		65.24	59.19	53.98
Channel Mileage Termination				
- Per Point of Mileage Termination		2.69	2.61	2.53
- Per Mile		.84	.81	.77
64 Kbps (Per Point of Termination)				
- Access Area A		49.19	47.57	46.76
- Access Area B		60.38	58.86	53.98
- Access Area C		65.24	59.19	53.98
Channel Mileage Termination				
- Per Point of Mileage Termination		2.69	2.61	2.53
- Per Mile		.84	.81	.77
1.544Mbps		116.08	N/A	N/A

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SECTION 11 - RATES & CHARGES (Cont'd)**11.7 BUSINESS NETWORK SWITCHED SERVICES (Cont'd)****11.7.6 FRAME RELAY (Cont'd)**

	Nonrecurring Charge	Monthly Payment Optional Payment Plan		
		12 Mo.	36 Mo.	60 Mo.
44.736Mbps				
DS3		1,896.71	1,418.76	979.59
DS3B		2,464.95	1,848.59	1,308.48
DS3C		3,158.54	2,408.99	1,536.90
DS3F		5,697.77	3,841.30	2,313.09
DS3L		8,503.12	5,516.44	3,304.90
DS3X		13,035.00	7,887.98	5,670.59
Channel Mileage Termination				
- Per Point of Mileage Termination		279.11	250.47	71.37
- Per Mile		84.09	75.63	71.37
Per Hubbed UNI				
56 Kbps	\$ 250.00	\$ 130.00	\$115.00	\$95.00
64 Kbps	250.00	130.00	115.00	95.00
1.544 Mbps	350.00	465.00	375.00	350.00
44.736 Mbps	3,000.00	3,700.00	3,550.00	3,250.00
Per Hubbed UNI Cross-Connect				
56 Kbps	200.00			
64 Kbps	200.00			
1.544 Mbps	200.00			
44.736 Mbps	200.00			

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SECTION 11 - RATES & CHARGES (Cont'd)**11.7 BUSINESS NETWORK SWITCHED SERVICES (Cont'd)****11.7.6 FRAME RELAY (Cont'd)**

NNI Connection	Nonrecurring Charge	Monthly Payment Optional Payment Plan		
		12 Mo.	36 Mo.	60 Mo.
-Per NNI				
56 Kbps	\$ 250.00	\$ 130.00	\$115.00	\$95.00
64 Kbps	250.00	130.00	115.00	95.00
1.544 Mbps	350.00	465.00	375.00	350.00
44.736 Mbps	3,000.00	3,700.00	3,550.00	3,250.00
- Per LDC				
56 Kbps (Per Point of Termination)				
- Access Area A		49.19	47.57	46.76
- Access Area B		60.38	58.86	53.98
- Access Area C		65.24	59.19	53.98
Channel Mileage Termination				
- Per Point of Mileage Termination		2.69	2.61	2.53
- Per Mile		.84	.81	.77
64 Kbps (Per Point of Termination)				
- Access Area A		49.19	47.57	46.76
- Access Area B		60.38	58.86	53.98
- Access Area C		65.24	59.19	53.98
Channel Mileage Termination				
- Per Point of Mileage Termination		2.69	2.61	2.53
- Per Mile		.84	.81	.77

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SECTION 11 - RATES & CHARGES (Cont'd)**11.7 BUSINESS NETWORK SWITCHED SERVICES (Cont'd)****11.7.6 FRAME RELAY (Cont'd)**

	Nonrecurring Charge	Monthly Payment Optional Payment Plan		
		12 Mo.	36 Mo.	60 Mo.
1.544Mbps		116.08	N/A	N/A
44.736Mbps				
DS3	1,896.71	1,418.76	979.59	
DS3B	2,464.95	1,848.59	1,308.48	
DS3C	3,158.54	2,408.99	1,536.90	
DS3F	5,697.77	3,841.30	2,313.09	
DS3L	8,503.12	5,516.44	3,304.90	
DS3X	13,035.00	7,887.98	5,670.59	
Channel Mileage Termination				
- Per Point of Mileage Termination	279.11	250.47	71.37	
- Per Mile	84.09	75.63	71.37	

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SECTION 11 - RATES & CHARGES (Cont'd)**11.7 BUSINESS NETWORK SWITCHED SERVICES (Cont'd)****11.7.6 FRAME RELAY (Cont'd)**

	Nonrecurring Charge	Monthly Payment Optional Payment Plan		
		12 Mo.	36 Mo.*	60 Mo.*
Per Hubbed NNI				
56 Kbps	\$ 250.00	\$ 130.00	\$115.00	\$95.00
64 Kbps	250.00	130.00	115.00	95.00
1.544 Mbps	350.00	465.00	375.00	350.00
44.736 Mbps	3,000.00	3,700.00	3,550.00	3,250.00
Per Hubbed NNI Cross-Connect				
56 Kbps	200.00			
64 Kbps	200.00			
1.544 Mbps	200.00			
44.736 Mbps	200.00			

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SECTION 11 - RATES & CHARGES (Cont'd)**11.7 BUSINESS NETWORK SWITCHED SERVICES (Cont'd)****11.7.6 FRAME RELAY (Cont'd)**

	Nonrecurring Charge	Monthly Payment Optional Payment Plan		
		12 Mo.	36 Mo.	60 Mo.
Per DLCI at CIR				
0 Kbps	\$12.00	\$ 3.50	\$ 3.50	\$ 3.50
8 Kbps	12.00	5.00	5.00	5.00
9.6 Kbps	12.00	5.50	5.50	5.50
16 Kbps	12.00	6.00	6.00	6.00
19.2 Kbps	12.00	7.00	7.00	7.00
28 Kbps	12.00	8.13	8.00	8.00
32 Kbps	12.00	9.00	9.00	9.00
56 Kbps	12.00	15.00	15.00	15.00
64 Kbps	12.00	15.00	15.00	15.00
128 Kbps	12.00	25.00	25.00	25.00
192 Kbps	12.00	35.00	35.00	35.00
256 Kbps	12.00	45.00	45.00	45.00
320 Kbps	12.00	55.00	55.00	55.00
384 Kbps	12.00	65.00	65.00	65.00
448 Kbps	12.00	75.00	75.00	75.00

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SECTION 11 - RATES & CHARGES (Cont'd)**11.7 BUSINESS NETWORK SWITCHED SERVICES (Cont'd)****11.7.6 FRAME RELAY (Cont'd)**

	Nonrecurring Charge	Monthly Payment Optional Payment Plan		
		12 Mo.	36 Mo.	60 Mo.
Per DLCI at CIR				
512 Kbps	12.00	65.00	85.00	85.00
576 Kbps	12.00	100.00	100.00	100.00
640 Kbps	12.00	105.00	105.00	105.00
704 Kbps	12.00	115.00	115.00	115.00
758 Kbps	12.00	125.00	125.00	125.00
832 Kbps	12.00	128.00	128.00	128.00
896 Kbps	12.00	131.00	131.00	131.00
960 Kbps	12.00	134.00	134.00	134.00
1,024 Mbps	12.00	140.00	140.00	140.00
1.152 Mbps	12.00	143.00	143.00	143.00
1.216 Mbps	12.00	147.00	147.00	147.00
1.280 Mbps	12.00	150.00	150.00	150.00
1.344 Mbps	12.00	153.00	153.00	153.00
1.408 Mbps	12.00	156.00	156.00	156.00
1.472 Mbps	12.00	159.00	159.00	159.00
1.536 Mbps	12.00	162.00	162.00	162.00

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SECTION 11 - RATES & CHARGES (Cont'd)**11.7. BUSINESS NETWORK SWITCHED SERVICES (Cont'd)****11.7.6 FRAME RELAY (Cont'd)**

	Nonrecurring Charge	Monthly Payment Optional Payment Plan		
		12 Mo.	36 Mo.	60 Mo.
Per DLCI at CIR				
1.544 Mbps	12.00	\$165.00	\$165.00	\$185.00
3.088 Mbps	12.00	245.00	245.00	245.00
4.632 Mbps	12.00	300.00	300.00	300.00
6.176 Mbps	12.00	380.00	380.00	380.00
7.720 Mbps	12.00	475.00	475.00	475.00
9.264 Mbps	12.00	525.00	525.00	525.00
10.808 Mbps	12.00	575.00	575.00	575.00
12.350 Mbps	12.00	635.00	635.00	635.00
13.896 Mbps	12.00	665.00	665.00	665.00
15.440 Mbps	12.00	700.00	700.00	700.00
16.984 Mbps	12.00	715.00	715.00	715.00
1.528 Mbps	12.00	735.00	735.00	735.00
20.072 Mbps	12.00	770.00	770.00	770.00

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SECTION 11 - RATES & CHARGES (Cont'd)**11.7. BUSINESS NETWORK SWITCHED SERVICES (Cont'd)****11.7.7 Asymmetrical Digital Subscriber Line**

All ADSL rates will be on an individual case basis

11.8. Operator Services**11.8.1 Operator Services Rates**

<u>Rate Mileage</u>	<u>Initial First Minute</u>	<u>Each Additional Minute</u>
1 – 10	\$0.2125	\$0.1875
11 – 22	\$0.2250	\$0.2125
23 – 55	\$0.2375	\$0.2250
56 – 124	\$0.2625	\$0.2500
125 – 292	\$0.2875	\$0.2750
293+	\$0.3000	\$0.2875

11.8.2 Operator Services Surcharge Rates

<u>Operator Service</u>	<u>Surcharge</u>
Operator Station (consumer dialed 0+) collect, billed to third party number, coin call, or billed to a calling card	\$2.50
Operator Station (consumer dialed 0-) collect, billed to third party number, coin call, or billed to a calling card	\$3.75
Person-to-Person (consumer dialed 0+ and operator dialed 0-) billed to a calling card	\$4.50
Person-to-Person (consumer dialed 0+) collect, billed to third party number or coin call	\$4.50

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SECTION 12 – Digital Divide Elimination Fund Program

Digital Divide Elimination Fund Program is created as a special fund in the State Treasury to foster elimination of the Digital Divide. All monies in the Fund will be collected by the Company and reported to the Department of Commerce and Community Affairs, who will issue grants to the various communities based upon their needs.

- A. Customers wishing to participate in the funding of the Program may do so by electing to contribute, on a monthly basis, a fixed amount to be included on the Customer's monthly bill. This contribution shall not reduce the customer's total amount due for telecommunications services or other charges appearing on the bill.
- B. This contribution will be a line item on the bill and be identified as the Digital Divide Fund.
- C. Customers may elect to contribute \$.50, \$1.00, \$2.00, \$5.00, \$10.00, \$15.00 or \$25.00 per month per line.
- D. Customers may elect to discontinue or change the amount of the monthly contribution on their bill at any time upon providing at least 30 days notice by telephone, e-mail or mail to the Company.
- E. Failure by the customer in any month to remit the entire billed amount may reduce the contribution accordingly.

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