

Wholesale and Retail Services

This tariff contains the description, regulations and rates for telecommunications service and facilities provided by Neutral Tandem-Nebraska, LLC. Tariff and regulatory matters should be addressed to

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Chicago, IL 60606
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This tariff applies for service furnished within the State of Nebraska. This tariff is on file with the Nebraska Public Service Commission. ("Commission"), and copies may be inspected, during normal business hours, at the Company's office in Chicago, Illinois.

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ISSUED BY: NEUTRAL TANDEM-NEBRASKA, LLC
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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C - Change in regulation or rate structure.
- D - Delete or discontinue
- I - Increase in rate.
- M - Moved from another tariff location.
- N - New rate or regulation.
- R - Reduction in rate.
- T - Change in text or regulation but no change in rate or charge.

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TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
- B. Page Revisions** - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I
 - 2.1.1.A.1.(a).I.(i)
- D. Check Sheet** - When a tariff is filed with the commission, an updated check sheet accompanies the filing. The check sheet lists the tariff pages, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**1.1 Definitions**

Application for Service - a standard order form which includes all pertinent billing, technical and other descriptive information which will enable the carrier to provide the communication service.

ASR (Access Service Request) - Service order processed to the underlying local exchange or interexchange carrier.

Authorization Code - a numerical code, one or more of which are assigned to a customer to enable a reseller to identify use of service on its account and to bill the customer accordingly for such service. Multiple authorization codes may be assigned to a customer to identify individual users or groups of users on its account.

Authorized User - a person, firm, corporation or other entity authorized by the customer to receive or send communications.

Automatic Dialing Device - an apparatus provided by the carrier which, when attached to customer's telephone equipment, dials the carrier's facilities, emits an authorization code, and forwards the called number to the carrier's facilities.

Bandwidth - the total frequency band allocated for a channel.

Business Customer - any Customer of the Company who is not a Residential Customer as described herein.

Busy Hour - the two consecutive half hours during which the greatest volume of traffic is handled.

Cancellation of Order - a customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Carrier - Neutral Tandem-Nebraska, LLC, unless specifically stated otherwise.

Company - Neutral Tandem-Nebraska, LLC, sometimes referred to as "Carrier."

Completed Calls - calls answered at the distance end. If a customer is charged for an incomplete call, the Company will issue a one minute credit upon the customer's request.

Custom Account Coding - key, legend or table created by the customer for a unique project or account numbers for its private use.

Customer - the person, firm, corporation or other entity that orders or uses service and is responsible for payment of the rates and charges under a contract or this tariff.

Customer Premises Equipment - communications equipment located at the customer's premises. Such equipment may be provided by the customer or by The Company.

Day Rate Period - unless otherwise specified in this tariff, the Day Rate Period applies during the hours of 8:00 a.m. to, but not including 5:00 p.m., Monday through Friday.

Dedicated Port - a port on reseller's switch which is dedicated, at extra charge, to customer's exclusive use, and which is connected to the customer's premises by a private line furnished by the customer or the customer's serving local exchange company.

Delinquent or Delinquency - an account for which a bill or payment agreement for services or equipment has not been paid in full on or before the due date. Amounts due and unpaid after the due date may be subject to a late payment charge.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**1.1 Definitions (continued)**

Disconnect - to render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

Dialed Number Information Service (DNIS) - A toll free service option, under which Carrier electronically transmits to Customer, identifying digits (up to 10 digits) that indicate which number was dialed when multiple numbers terminate on the same trunk group.

Evening Rate Period - unless otherwise specified in this tariff, the Evening Rate Period applies during the hours of 5:00 p.m. to, but not including 11:00 p.m., Sunday through Friday.

Excessive Call Attempt - a customer attempt to call over the carrier's network using an invalid authorization code during a measured 15 minute period, within which 10 or more incomplete call attempts are made by the customer from the same customer line, and where those attempts do not complete because the customer has not used a valid authorization code.

Expedite - The best effort acceleration of the installation date in advance of commitment date provided by the Company.

Holidays - for the purposes of this tariff recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas day.

Holiday Rate Period - the evening rate will apply to calls made on the Company recognized holidays, provided, however, that calls made on holidays during the Night/Weekend Rate Period shall be billed at the lower of the Evening Rate and the Night/Weekend Rate.

Interexchange Utility - a utility, resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges within the state, without regard to how such traffic is carried. A local exchange utility that provides exchange service may also be considered an interexchange utility.

Local Distribution Area - metropolitan locations served by the Company which have been defined by the local exchange telephone company as a local calling area under its local exchange tariff.

Measured Use Service - the provision of long distance measured time communications telephone service to customers who access the carrier's services at its switching and call processing equipment by means of access facilities obtained from another carrier by the customer or otherwise provided at its own expense (the customer is responsible for arranging for the access line).

Message - a completed telephone call by a customer or end user.

Network Terminal - any location where the Company provides services described herein.

Night/Weekend Rate Period - unless otherwise specified in this tariff, the Night/Weekend Rate Period applies during the hours of 11:00 p.m. to, but not including 8:00 a.m., Monday through Friday; all day Saturday; and from 8:00 a.m. to, but not including 5:00 p.m. Sunday.

Normal Business Hours - the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**1.1 Definitions (continued)**

Physical Change - the modification of a circuit, dedicated access line, or port at the request of the customer requiring an actual material change.

Post-engineering - After provisioning of service elements.

Pre-engineering - Prior to provisioning of service elements.

Premises - the space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

Rate - money, charge, fee or other recurring assessment billed to customers for services or equipment.

Residential Customer - For the purpose of this tariff, a Residential Customer is a Customer of the Company whose primary use of the Company's service is for personal use in a house, apartment or other residential dwelling. A Residential Customer is also a Customer who accesses the Company's service using an access line that has not been assigned a business class of service by the local service provider.

Routing Function - terminating number for toll free service may be designated by time of day, day of the week, region of originating ANI or percentage of calls.

Suspension - temporary disconnection or impairment of service which disables either outgoing or incoming toll communications services provided by the Company.

Speed Number - a signaling arrangement by which a customer may elect to dial a pre-programmed four-digit number in place of a designated ten-digit number.

Terminal Equipment - telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system.

Toll Free Service - a service that provides long distance calling to a predesignated destination where charges are the responsibility of the call terminated party.

United States - the forty-eight contiguous United States and the District of Columbia.

Validated Account Codes - account codes that have restricted access.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

1.2 Abbreviations:

| | |
|------------------|-------------------------------------|
| CPE - | Customer Premises Equipment |
| LATA - | Local Access and Transport Area |
| LDA - | Local Distribution Area |
| LEC - | Local Exchange Carrier |
| MRC - | Monthly Recurring Charge |
| MTS - | Message Telecommunications Service |
| NRC - | Nonrecurring Charge |
| NSF - | Non-sufficient funds |
| PBX - | Private Branch Exchange |
| SAL - | Special Access Line |
| V&H - | Vertical and Horizontal Coordinates |
| WATS- | Wide Area Telephone Service |

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SECTION 2 – REGULATIONS

2.1 Undertaking of the Company

The Company provides long distance message telecommunications service to customers for their direct transmission of voice, data and other types of telecommunications.

Communications originate when the customer accesses the Company directly or through the facilities of another carrier via one or more access lines, equal access or on a dial-up basis. The Company may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangements.

The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.

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SECTION 2 – REGULATIONS**2.2 Limitations on Service**

- 2.2.1** Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.2.2** The Company reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.
- 2.2.3** To the extent that any conflict arises between the terms and conditions of a service agreement or other contract and the terms and conditions of this tariff, the tariff shall prevail.
- 2.2.4** Title to all equipment provided by the Company under this tariff remains with the Company.
- 2.2.5** The customer may not transfer or assign the use of service provided under this tariff except with the prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption in the use or location of the service, and all regulations and conditions contained in this tariff, as well as all conditions for service, shall apply to all such permitted assignees or transferees.
- 2.2.6** Customer may request Carrier to assign one or more sub-accounts for billing purposes, and to direct sub-account invoices to customer's affiliates or other designated entities for payment. Such requests shall not affect the liability of the customer, who shall remain solely liable to the Company for payment of all invoices for service requested and obtained by customer, whether invoiced by the Company to the customer, the customer's affiliates, or other designated entities.

2.3 Use of Service

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by the customer, except where the customer is a duly authorized and regulated common carrier.

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SECTION 2 – REGULATIONS**2.4 Limitation of Liability**

- 2.4.1** In view of the fact that the customer has exclusive control of its communications over the facilities furnished by the Company, and other uses for which facilities may be furnished by the Company, and because of the unavoidable nature of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the regulations and limitations specified herein.
- 2.4.2** The Company's failure to provide or maintain facilities under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of Nature and other circumstances beyond the Company's reasonable control, subject to the interruption allowance provisions under this tariff.
- 2.4.3** Defacement of premises - No liability shall attach to the Company by reason of any defacement or damage to the customer's premises resulting from the existence of the Company's equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
- 2.4.4** Indemnification—The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit by a customer or by any others, the customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of the Company's equipment, facilities and associated wiring of the customer's premises and further the customer indemnifies and saves harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the customer; and against all other claims arising out of any act or omission of the customer in connection with the services or facilities provided by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.
- 2.4.5** The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer or any others, for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, the Company's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the customer under this tariff as an allowance for interruptions. However, any such mistakes, omission, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the customer, or authorized user, or joint user, or which arise from the use of customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.

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SECTION 2 – REGULATIONS**2.4 Limitation of Liability (continued)**

2.4.6 The Company shall not be liable for any damages, including usage charges that the customer may incur as a result of the unauthorized use of authorization codes or communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from the customer's premises, and the placement of calls through equipment controlled and/or provided by the customer, that are transmitted over the Company's network without the authorization of the customer. The customer shall be fully liable for all such usage charges.

2.4.7 NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR THE INDIRECT CONSEQUENTIAL, INCIDENTAL RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST REVENUES OR COST OF PURCHASING REPLACEMENT SERVICES) ARISING OUT OF OR RELATING TO SERVICES PROVIDED UNDER THIS TARIFF. ADDITIONALLY, SUPPLIER SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY ACTUAL DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT THE SUPPLIER HAS PRIOR TO SUCH TIME COLLECTED FROM THE CUSTOMER WITH RESPECT TO SERVICES DELIVERED HEREUNDER.

2.5 Interruption of Service

2.5.1 If a customer's service is interrupted other than by the negligence or willful act of the customer, and it remains out of order for eight normal working hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the customer. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the customer shall be a pro rata part of the monthly recurring charges (but not for per minute or per call charges) for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.

2.5.2 A credit allowance for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the customer to notify the carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the carrier terminal.

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SECTION 2 – REGULATIONS**2.6 Restoration of Service**

The use and restoration of service in emergencies shall be in accordance with the Part 64, Subpart D of the Federal Communications Commission's rules and Regulations which specifies the priority system for such activities.

2.7 Customer Responsibility

2.7.1 All customers assume general responsibilities in connection with the provisions and use of the Company's service. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the customer assumes additional responsibilities. All customers are responsible for the following:

- A.** The customer is responsible for placing orders for service, paying all charges for service rendered by the Company and complying with all of the Company's regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
- B.** When placing an order for service, the customer must provide:
 - 1. The names and addresses of the persons responsible for the payment of service charges, and
 - 2. The names, telephone numbers, and addresses of the customer contact persons.
- C.** The customer must pay the Company for the replacement or repair of the Company's equipment when the damage results from:
 - 1. The negligence or willful act of the customer or user;
 - 2. Improper use of service; and
 - 3. Any use of equipment or service provided by others.
- D.** After receipt of payment for the damages, the Company will cooperate with the customer in prosecuting a claim against any third party causing damage.

2.7.2 Upon reasonable notice, the equipment provided by the Company shall be made available for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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SECTION 2 – REGULATIONS**2.7 Customer Responsibility (continued)****2.7.3 Deposits**

Applicants or customers whose financial condition is not acceptable to the Company or is not a matter of general knowledge, may be required to make, at any time, a cash deposit up to an amount equaling two and one-half times (2.5x) one (1) month's actual or estimated charges for the purpose of guaranteeing final payment for service, in accordance with the rules of the Commission. Interest on cash deposits will be payable per the deposit rules and regulations prescribed by the Commission for the period during which the deposit is held. Such deposit will be refunded or credited to the customer upon termination or after one year of prompt payment for service.

2.7.4 Credit Allowance

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by the Company.

- A. Credit allowances for failure of service or equipment starts when the customer notifies the Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
- B. The customer shall notify the Company of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by the customer or in wiring or equipment connected to the terminal.
- C. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:
 - 1. Interruptions of service resulting from the Company performing routine maintenance;
 - 2. Interruptions of service for implementation of a customer order for a change in the service;
 - 3. Interruption caused by the negligence of the customer or an authorized user;
 - 4. Interruptions of service because of the failure of service or equipment due to the customer or authorized user provided facilities.

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SECTION 2 – REGULATIONS**2.7 Customer Responsibility (continued)****2.7.5 Cancellation by Customer**

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels its order before the service begins, before a completion of the minimum period mutually agreed upon by the customer and the Company, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by the Company and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such services provided; the non-recoverable cost of such construction shall be borne by the customer.

2.7.6 Payment and Charges for Services

Charges for service are applied on a recurring and nonrecurring basis. Service is provided and billed on a monthly basis. Service continues to be provided until disconnection is requested by the customer in writing, or until canceled by the Company pursuant to this tariff.

A. Payment of Charges

Payment will be due upon receipt of the statement. A payment is considered delinquent thirty (30) days after rendition of the bill. A bill is considered rendered when deposited in the U. S. Mail for delivery to customer's last known address.

1. The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
2. Service may be denied or discontinued by the Company for nonpayment of past due or delinquent amounts due the Company. Restoration of service will be subject to all applicable installation charges. Disconnection may not occur before thirty (30) days from invoice and the Company must give five (5) days written notice before any disconnection can occur.

2.7.7 Application of Rates

The rates for service are those in effect for the period that service is furnished.

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SECTION 2 – REGULATIONS**2.8 Responsibility of the Company**

2.8.1 Calculation of Credit Allowance Under the limitations of section 2.7.4, when service is interrupted the credit allowance will be computed on the following basis.

- A. No credit shall be allowed for an interruption of less than two hours.
- B. The customer shall be credited for an interruption of two hours or major fraction thereof that the interruption continues.
- C. Where there has been an outage, and a minimum usage charge applies, and the customer fails to meet the minimum usage, a credit shall be applied against that minimum. The credit shall equal 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of two hours or major fraction thereof that the interruption continues.

2.8.2 Cancellation of Credit

Where the Company cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day the service was rendered or the equipment was provided. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

2.8.3 Disconnection of Service by the Company

Upon five (5) days written notice, the Company may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. Non-payment of any sum due to the Company for service for more than thirty days beyond the date of rendition of the bill for such service;
- B. Violation of any regulation governing the service under this tariff;
- C. Violation of any law, rule, or regulation of an government authority having jurisdiction over the service; or
- D. The Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
- E. Customer uses equipment in such a manner as to adversely affect the Company's equipment or service to others.

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SECTION 2 – REGULATIONS**2.8 Responsibility of the Company (continued)****2.8.4 Fractional Charges**

Charges for a fractional part of a month (which follows a full month) are calculated by counting the number of days remaining in the billing period after service is furnished or has been discontinued. The number of days remaining in the billing period are counted starting with the day after the service was furnished or discontinued. Divide that figure by thirty days. The resultant fraction is then multiplied by the monthly charge to arrive at the fractional monthly charge.

2.8.5 Insufficient Fund Checks

Customers will be charged **\$20.00** on all checks issued to the Company which are returned due to insufficient funds. At the discretion of the Company, the insufficient funds check charge may be waived under appropriate circumstances (e.g. a bank error).

2.9 Taxes and Fees

2.9.1 All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this tariff, but shall be listed as separate line items on the customer's bill.

2.9.2 To the extent that a municipality, other political subdivision or local agency of government, or commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.9.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

2.9.4 The Company may adjust its rates or impose additional rates on its customer to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others. The Company may also adjust its rates or impose additional rates to cover the administrative cost of collecting such charges or paying compensation to other entities. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's services.

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SECTION 2 – REGULATIONS**2.10 Unauthorized Carrier Change Charge**

Carrier will assess Reseller a \$200 Unauthorized Carrier Change Charge (UCCC) for each Primary Interexchange Carrier (PIC) made without prior valid authorization which results in Carrier being named in a complaint filed with a state or federal regulatory authority or counsel. Continued acts of unauthorized PIC's by any Reseller shall be considered grounds for refusing to provide service to that Reseller.

2.11 Unauthorized Service Change Charge

Carrier will assess Reseller a \$200 Unauthorized Service Change Charge (USCC) for each unauthorized addition of services on an end user's bill which results in Carrier being named in a complaint filed with a state or federal regulatory authority or counsel. Continued acts of unauthorized service changes by any Reseller shall be considered grounds for refusing to provide service to that Reseller.

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SECTION 3 - GENERAL SERVICE DESCRIPTION**3.1 Timing of Calls**

3.1.1 The customer's monthly usage charges for the Company service are based upon the total number of minutes the customer uses and the service options to which the customer subscribes. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when the either party hangs up. If the called station hangs up but the calling station does not, chargeable time ends when the connection is released by automatic timing equipment within the telecommunications network.

3.1.2 No charges apply if a call is not completed.

3.2 Start of Billing

For billing purposes, the start of service is the day following acceptance by the customer of the Company's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by the Company of notification of cancellation as described in Section 2 of this tariff.

3.3 Interconnection

Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the Company. Service technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other carriers. Any special interface equipment of the Company and other participating carriers shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of other carriers' tariffs. The customer is responsible for taking all necessary legal steps for inter connecting its customer-provided terminal equipment or communications systems with the Company's. The customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

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SECTION 3 - GENERAL SERVICE DESCRIPTION**3.4 Terminal Equipment**

The Company's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinter, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the customer, except as otherwise provided. The customer is responsible for all costs at its premises, including customer personnel, wiring, electrical power, and the like incurred in its use of the Company's service.

The customer shall ensure that its terminal facilities are of the proper mode, band-width, power, data, speed, and signal level for the intended use of the customer, and that the signals do not damage the Company's equipment, injure personnel or degrade service to other customers.

If the customer fails to maintain and operate its terminal equipment properly, resulting in the occurrence or possibility of harm to the Company's equipment or personnel, or impairment to the quality of service to other customers, the Company may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety of service, the Company may, upon written notice, terminate the customer's service.

3.5 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are currently being used within the industry.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

3.6 Minimum Call Completion Rate

The customer can expect a call completion rate of 99% per 100 calls attempted during peak use periods for all Feature Group D (1+) services. The Company will engineer its switching systems on the basis that ninety-nine percent (99%) of the customers accessing their system will be served during the busy hour.

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SECTION 3 - GENERAL SERVICE DESCRIPTION**3.7 Special Service Arrangements**

Special Service Arrangement charges will be based on the estimated cost of furnishing such services including the cost of operating and maintaining such a service, the cost of equipment and materials used in providing such a service, the cost of installation including engineering, labor supervision, transportation, and the cost of any other specific item associated with the particular Special Service Arrangement request.

3.8 Availability of Service

Carrier offers interexchange telecommunications service within its Service Area to Customers, subject to the terms and conditions of a Service Agreement and this tariff. Service is available twenty-four (24) hours per day, seven (7) days per week.

3.9 Pay Telephone (Payphone) Surcharge

A surcharge shall be assessed for each call made from a pay telephone to a Company-provided toll-free number or placed by using a travel card and dialing the Company's prefix in the form 101XXXX. This charge is to compensate the Company for the Federal Communications Commission assessment which is paid by the Company to pay telephone service providers for the use of their pay telephone instruments. The following charges are applicable on the first day of the billing month following the effective date of FCC Order 99-7 in CC Docket No. 96-128.

| | Retail Customers | Wholesale Customers |
|------------------------|-------------------------|----------------------------|
| Per Call Charge | \$0.35 | \$0.30 |

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SECTION 4 - CARRIER LONG DISTANCE SERVICES**4.1 Resale Service Offerings - General**

Applicable rate schedules for the following services are provided in Section 4.4. Dedicated Access Lines may be required to connect Customer or End User locations to Carrier's Hub. Such dedicated Access Lines, when required, shall be the sole responsibility of Customer. Notwithstanding such responsibility, Carrier shall, upon Customer's request, order such dedicated Access Lines on behalf of Customer or its End Users, and shall invoice Customer for all related recurring and non-recurring charges. Intrastate rate plans are tied to specific interstate and international rate plans which may include term plan options for interstate calling rates.

4.1.1 Minimum Reseller Customer Usage Commitment

Reseller service rates shall be based upon the Minimum Customer Usage Commitment made by Customer and listed in the Service Agreement. Applicable rates are as indicated below:

- A. Option A Rates shall apply to all Customers with a Minimum Customer Usage Commitment of less than \$1 million per month.
- B. Option B Rates shall apply to all Customers with a Minimum Customer Usage Commitment equal to or greater than \$1 million per month.

4.1.2 Availability of Non-Day Reseller Rates

Non-Day rates for reseller services are only available to those Customers who in their Service Agreement select the "Non-Day Rate Option", and who ensure that a minimum of sixty percent (60%) of their monthly billable minutes fall within the Non-Day rate period.

4.1.3 Dedicated Access Lines

Dedicated Access Lines may be required to connect Customer's location(s) to Carrier's Point-of-Presence (POP). Such dedicated Access Lines, when required, shall be the sole responsibility of Customer. Notwithstanding such responsibility, Carrier shall, upon Customer's request, order such dedicated Access Lines on behalf of Customer, and shall invoice Customer for all related recurring and nonrecurring charges.

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SECTION 4 - CARRIER LONG DISTANCE SERVICES**4.2 Switched and Dedicated Reseller Service Rates****4.2.1 Dial Access 1+ Service**Usage Sensitive Charges – Rate Per Minute

| Option | Day | Non-Day |
|--------|----------|----------|
| A | \$0.0720 | \$0.0720 |
| B | \$0.0684 | \$0.0684 |

4.2.2 Dedicated Access 1+ ServiceUsage Sensitive Charges – Rate Per Minute

| Option | Day | Non-Day |
|--------|----------|----------|
| A | \$0.0390 | \$0.0390 |
| B | \$0.0371 | \$0.0371 |

4.2.3 Switched Termination 800 ServiceUsage Sensitive Charges – Rate Per Minute

| Option | Day | Non-Day |
|--------|----------|----------|
| A | \$0.0720 | \$0.0720 |
| B | \$0.0684 | \$0.0684 |

Non-Usage Sensitive Charges

| | |
|--------------------------------|--------|
| Per Toll Free Number Per Month | \$0.50 |
|--------------------------------|--------|

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SECTION 4 - CARRIER LONG DISTANCE SERVICES**4.2 Switched and Dedicated Reseller Service Rates (continued)****4.2.4 Dedicated Termination 800 Service**Usage Sensitive Charges – Rate Per Minute

| Option | Day | Non-Day |
|--------|----------|----------|
| A | \$0.0390 | \$0.0390 |
| B | \$0.0371 | \$0.0371 |

Non-Usage Sensitive Charges

| | |
|--|----------|
| Per Directory Listed 800 Number Per Month | \$15.00 |
| Non-Recurring Charge for DNIS Installation | \$100.00 |
| Non-Recurring DNIS Change Order Charge | \$50.00 |

4.2.5 Travel Card Service

Travel Card Service is a time-of-day banded outbound long distance service. This service allows Customer or its End Users to place long distance calls from locations other than their primary service location through the use of 800 number network access and an Authorization Code.

Usage Sensitive Charges – Rate Per Minute

| Option | Day | Non-Day |
|--------|----------|----------|
| A | \$0.1020 | \$0.1020 |
| B | \$0.0969 | \$0.0969 |

Non-Usage Sensitive Charges

| | |
|-----------------|-----------|
| Charge Per Call | No Charge |
|-----------------|-----------|

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SECTION 5 - END USER LONG DISTANCE SERVICES**5.1 General**

The Company offers Message Telecommunications Service or MTS, outbound Wide Area Telecommunications Service (WATS), Inbound 800 Service, Travel Card Service, Operator Assisted calling programs, Private Line Services and Frame Relay Service. The customer's total monthly use of Carrier's service is charged at the applicable rates per minute set forth herein.

5.1.1 Message Telecommunications Service (MTS)

MTS or 1+ dialing is achieved by when the LEC programs the customer's telephone lines to automatically route 1+ calls to the Company's network. Service is billed in six (6) second increments, with partial seconds of usage rounded up to the next six (6) second increment, with a minimum billing of eighteen (18) seconds.

5.1.2 Toll Free (i.e., 800/888) Service

Toll Free Service is inbound telecommunications service which permits calls to be completed to the customer's location without charge to the calling party. Access to the service is gained by dialing a ten-digit telephone number which terminates at the customer's location. Toll Free Services originate via normal shared use facilities and are terminated via the customers' local exchange service access line.

The Company will accept a prospective Toll Free Service at customer's request for up to ten (10) toll free telephone numbers and will reserve such numbers on a first-come first-served basis. All requests for Toll Free Service number reservations must be written, dated and signed by the customer. The Company does not guarantee the availability of numbers until assigned. The requested Toll Free Service telephone numbers, if available, will be reserved for and furnished to the customer.

If a customer who has received a Toll Free Service number does not subscribe to Toll Free Service within thirty (30) days, the Company reserves the right to re-assign the number to another customer.

5.1.3 Travel Card Service

Travel Card Service allows subscribers who are away from home or office to place calls by gaining access to the Company's network via an 800 number. Travel Card Service is provided upon request to presubscribed customer and is not a stand-alone product.

5.1.4 Directory Assistance

Listed telephone numbers will be provided to requesting customers at a per call charge.

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SECTION 5 - END USER LONG DISTANCE SERVICES**5.2 Usage Charges and Billing Increments****5.2.1 Usage Charges**

Usage charges are determined by the time of day rate periods and minutes of use within each rate period. The rate period is determined by the time and day of call origination at the customer's location.

5.2.2 Billing Increments

Unless specifically stated in the product description, usage is billed in sixty (60) second increments.

5.3 Business Customer and Travel Card Services**5.3.1 Rates**

| | Per Minute | MRC |
|---|------------|--------|
| Switched 1+ | \$0.1570 | |
| Standard Switched Toll Free Services | \$0.1570 | |
| Switched Toll Free Services with Routing Function | \$0.15 | \$9.00 |
| Travel Card Services | \$0.25 | |
| Dedicated Outbound WATS Services | \$0.0810 | |
| Dedicated Toll Free Services | \$0.0810 | |

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SECTION 5 - END USER LONG DISTANCE SERVICES**5.4 Business Customer Programs**

Developed for use by alternative marketers. Provided to independent agents, telemarketers, multi-level marketing groups, organizations and clubs.

5.4.1 Rates

| | Per Minute | MRC |
|---|-------------------|------------|
| Switched 1+ | \$0.1570 | |
| Standard Switched Toll Free Services | \$0.1570 | |
| Switched Toll Free Services with Routing Function | \$0.15 | \$9.00 |
| Travel Card Services | \$0.25 | |
| Dedicated Outbound WATS Services | \$0.0810 | |
| Dedicated Toll Free Services | \$0.0810 | |

5.5 Directory Assistance Charge

Directory Assistance service provides access to an operator for the purpose of obtaining telephone number information. Directory Assistance calls are billed on a per inquiry basis. The Customer may request two number per call to the Directory Assistance Operator.

| | |
|-----------------|--------|
| Per Call Charge | \$1.40 |
|-----------------|--------|

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SECTION 5 - END USER LONG DISTANCE SERVICES**5.6 Integrated Access Service****5.6.1 Broadband Services**

Broadband services (i.e., Frame Relay) customers with an IAS plan will be subject to the following additional provisions:

1. At the end of the Customer's service term, service will renew for successive three month periods. Either the Customer or Carrier may terminate services upon thirty (30) days written notice prior to then of the term or any successive three month renewal.
2. If the Customer terminates usage of IAS services prior to the end of the term, the Customer will pay to Carrier 100% of the then-current dedicated access monthly charges (for access provided by the Company), multiplied by the number of months remaining in the term.

5.6.2 Nonrecurring Charges

A nonrecurring charge applies to establish IAS. All local installation charges of the local carrier are also passed through to the IAS Customer.

| | |
|--|------------|
| Nonrecurring IAS Establishment Charge: | \$1,500.00 |
|--|------------|

5.6.3 Early Termination

A penalty is computed and applied as a lump sum to the Customer's bill when the Customer cancels service prior to expiration of the term commitment by multiplying fifty percent (50%) of the minimum usage commitment times the number of months remaining in the term.

5.6.4 Pass Through Charges

The Company will pass through to the IAS Customer all charges incurred from local exchange carriers in providing dedicated high capacity access (T-1).

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SECTION 5 - END USER LONG DISTANCE SERVICES**5.7 Business Rate Plan****5.7.1 Description**

Business Rate Plan is available to the Company's business Customers with no monthly minimum charges or line count restrictions. This service utilizes switched or dedicated access lines. Outbound calls are billed in six (6) second increments after an initial minimum call duration of eighteen (18) seconds. Dedicated Toll Free Service is billed in six (6) second increments after a minimum call duration of thirty (30) seconds. No term and volume discounts apply to this service.

5.7.2 Rates

| | Per Minute | MRC |
|---|-------------------|------------|
| Switched 1+ | \$0.10 | |
| Standard Switched Toll Free Services | \$0.10 | |
| Switched Toll Free Services with Routing Function | \$0.15 | \$9.00 |
| Travel Card Services | \$0.25 | |
| Dedicated Outbound WATS Services | \$0.0369 | |
| Dedicated Toll Free Services | \$0.0369 | |

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SECTION 5 - END USER LONG DISTANCE SERVICES**5.8 LD Rate Plan**

LD Rate Plan is a long distance plan available to the Company's Customers on a presubscribed basis. This service utilizes switched or dedicated access lines. Calls are billed in six (6) second increments after an initial billing increment of eighteen (18) seconds. Calling Card calls are billed in one (1) minute increment after an initial billing increment of one (1) minute. Partial increments are rounded to the next higher increment. No monthly recurring charges or term and volume discounts apply to this service.

5.8.1 Rates

| | Per Minute IntraLATA | Per Minute InterLATA |
|--------------------------------------|---------------------------------|---------------------------------|
| Switched 1+ | \$0.046 | \$0.046 |
| Standard Switched Toll Free Services | \$0.046 | \$0.046 |
| Travel Card Services | \$0.250 | \$0.250 |
| Dedicated Outbound Services | \$0.023 | \$0.023 |

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SECTION 5 - END USER LONG DISTANCE SERVICES**5.9 Business Migration Plan****5.9.1 Description of Service**

The Business Migration Plan is offered to Business Customers for lines presubscribed to the Company. This Plan is offered for both inbound (e.g., 800 service) and direct dialed outbound calling. Business Migration Plan is available only in conjunction with the Company's corresponding interstate plan.

5.9.2 Rates and Charges**A. Calculation of Charges**

All outbound calls are measured in six (6) second increments after an initial minimum call duration of eighteen (18) seconds. Toll free calls are measured in six (6) second increments after a minimum call duration of thirty (30) seconds. Total monthly usage is determined by recording each call individually and rounding the call to the next full minute on a per-call basis. The total monthly usage during a billing period is the sum of the minutes computed for each individual call.

B. Application of Rates

The applicable Usage Rate Level and corresponding Monthly Recurring Charge (MRC) is based on the total billing demonstrated at the time service is ordered or initiated. The MRC applies to each account with one or more lines presubscribed to the Business Migration Plan, regardless of the number lines subscribed. The MRC applies in full for each month or partial month of service. The MRC is permanently waived for Customers who demonstrate a usage history of \$775 or more.

C. Change in Rate Level

The Customer may initiate a request for a change in usage rate level, or the Company may initiate a change upon notice to the Customer, when total billing for a consecutive three month interval falls into a higher or lower rate category. When the Usage Rate Level is changed, the corresponding Monthly Recurring Charge is also changed.

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SECTION 5 - END USER LONG DISTANCE SERVICES**5.9 Business Migration Plan (continued)****5.9.2 Rates and Charges (continued)****D. Rates**

| Demonstrated Usage Level | Per Minute Usage Rate Level | MRC |
|---------------------------------|------------------------------------|------------|
| \$0.00-\$99.99 | \$0.0900 | \$6.00 |
| \$100-\$774.99 | \$0.0750 | \$7.00 |
| \$775 and over | \$0.0590 | \$0.00 |

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SECTION 6 - MISCELLANEOUS SERVICES**6.1 General**

Services listed in this Section are available to retail as well as wholesale customers.

6.2 Operator Services

Operator services are available to Consumers from any Customer location. Operator Services allows the Consumer to place a call from a Customer location and arrange for billing other than to the originating telephone number. Calls are rounded up to the next whole minute for billing purposes and are billed to the Consumer through the monthly bill of the Consumer's local exchange carrier.

The following billing arrangements are available to Consumers through the Company's Operator Services:

6.2.1 Customer Dialed Calling/Credit Card

This is a service whereby the end user dials all of the digits necessary to route and bill the call without any operator assistance. Such calls may be billed either to a telephone company issued calling card or a commercial credit card.

6.2.2 Operator Station

This is a service whereby the caller places a non-person-to-person call with the assistance of an operator (live or automated). When placing an operator station call, the caller is connected to a non-specified individual at the terminating end. Such calls may be billed to a calling card, credit card, the called number (collect) or a valid third party telephone number.

6.2.3 Person-to-Person

This is a service whereby the person originating the call specifies to Carrier's operator a particular person to be reached, or a particular person, station, room number, department, or office to be reached through a PBX attendant. Person-to-person calls may be billed to a calling card, credit card, the called number (collect) or a valid third party telephone number.

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SECTION 6 - MISCELLANEOUS SERVICES

6.2 Operator Services (continued)

6.2.4 Rates and Charges

| | | |
|---------------------------------------|------------------|--------------------------|
| Per Minute Usage Rate | \$0.30 | |
| Per Call Service Charges | | |
| | Per Call | |
| Customer Dialed Calling Card Station: | | |
| Customer Dialed / Automated | \$1.50 | |
| Customer Dialed & Operator Assisted | \$2.25 | |
| Customer Dialed-Operator Must Assist | \$1.50 | |
| Operator Dialed Calling Card | \$2.25 | |
| | Per Call | |
| Operator Station: | Automated | Operator Assisted |
| Collect | \$2.25 | \$3.50 |
| Billed to Third Party | \$2.35 | \$3.50 |
| Person to Person | --- | \$4.90 |

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SECTION 6 - MISCELLANEOUS SERVICES**6.3 Frame Relay Service****6.3.1 General Description**

Frame Relay Service is an enhanced form of packet switching which uses variable length packets to connect multiple local area networks (LANs) for data transmission. Frame Relay Service is available throughout the United States where digital local access is available. The rules for Frame Relay Service in this Section are in addition to those rules found in Sections 1 through 3 of this tariff.

6.3.2 Definitions

Asynchronous Transfer Mode (ATM) - an international high-speed, high-volume, packet-switched transmission protocol standard that supports integrated voice, video and data communications. ATM uses short uniform 53 byte cells to divide data into packets for ultra fast switching through the network. The 53 byte cells contain 5-byte destination address headers and 48 data bytes.

Committed information rate (CIR) - the statistical measurement of throughput on a PVC over time measured in bits per second. The CIR is the rate at which the network agrees to accept data from the user, and which the network commits to transfer data under normal operating conditions.

Permanent virtual circuit (PVC) - the facilities used to form a communications path connecting between two ports. Although a PVC may be defined in static manner with static parameters, it is not fixed to a stationary path through the network.

Port - a network entry or exit point on the frame relay switch that connects to the Company's frame relay network.

Service Date - The date Frame Relay Service is installed and available, or the date specified on the customer's order form, whichever is later. The service date is the date on which all nonrecurring charges will be billed and monthly charges begin for Frame Relay Service.

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SECTION 6 - MISCELLANEOUS SERVICES**6.3 Frame Relay Service (continued)****6.3.3 Rate Elements**

Frame Relay Service has three rate elements:

- A. local access facilities;
- B. ports; and
- C. a permanent virtual circuit (PVC).

6.3.4 Local Access

Local access facilities must be obtained to access Frame Relay Service. The local access facilities are ordered from the local exchange telephone company. The rates for the local access facilities vary by local exchange company and are found in that the Company's tariff.

6.3.5 Port Speed

Port speed is selected to accommodate the various PVCs that use a particular port. The speed represents the highest attainable data rate into or out of the location at any point in time. Available speeds range from 56 Kbps to 1.536 Mbps. A frame relay port connection provides the physical interface into the network and provides the logical termination of PVCs assigned to that port.

6.3.6 PVC

The PVC connects the customer's specific end-points on the interexchange network. Each PVC is assigned a committed information rate (CIR), which is the average minimum data rate the network will allocate to the PVC under normal operating conditions. The data transmission rate for a PVC can be greater than the CIR when excess capacity is available on the port and on the network. When this excess capacity exists, an average data rate above the CIR may be achieved up to the port capacity. Data sent across a virtual connection in excess of that connection's CIR will be marked discard eligible in the event of network congestion, and will be delivered only if the instantaneous demand for output on a transmission channel is equal to or less than the capacity of the queue for that channel.

PVCs may be either asymmetrical (one-way) or symmetrical (two-way). Symmetrical (two-way) traffic requires the use of one-symmetrical PVC or two asymmetrical PVCs.

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SECTION 6 - MISCELLANEOUS SERVICES**6.3 Frame Relay Service (continued)****6.3.7 Frame Relay Service - Guarantees****A. Network Availability**

Network availability is measured as the total number of minutes in a billing month during which core network PVC routes are available to exchange data between the two network infrastructure node end points, divided by the total number of minutes in a billing month. A lapse in network availability is calculated commencing with the date on which the customer informs the Company of service non-availability, and ends on the date of service restoration. The PVC route will be measured from infrastructure port to infrastructure port and will not include the customer premises equipment (CPE) or local access facilities.

B. Network Availability Objective

The Company engineer's its network to achieve availability of 99.9% for networks designed with ten (10) or more network sites and a fully meshed network topology or a star network topology in which each remote site has PVCs connected to at least two network hubs engineered to a separate infrastructure node. In all other instances, the Company engineers its network to achieve availability of at least 99.5%.

C. Frame Delivery

Frame delivery measures the percentage of customer's frame relay packets delivered from the Company's network ingress port to the Company's network egress port. This percentage will not include packet delivery failures attributable to local access facilities or CPE.

D. Frame Delivery Objective

The Company engineers its network to achieve a frame delivery level of 99.9% of frames within a customer's CIR, and 99.0% of frames above a customer's CIR. These delivery rates apply for networks designed with ten (10) or more network sites and a fully meshed network topology or a star network topology in which each remote site has PVCs connected to at least two network hubs engineered to a separate infrastructure node. In all other instances, the Company engineers its network to achieve a frame delivery level of 99.0%.

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SECTION 6 - MISCELLANEOUS SERVICES**6.3 Frame Relay Service (continued)****6.3.7 Frame Relay Service – Guarantees (continued)****E. Network Latency**

Network latency measures the elapsed time, in milliseconds, required for one data cell (frame relay packets converted to ATM cells on the Company's backbone network) to be delivered from the customer's Frame Relay Service network ingress port to the network egress port. Packet delivery failures attributable to local access facilities or CPE are not included.

F. Network Latency Objective

The Company engineers its network to achieve a one-way network latency of 65 milliseconds. This parameter applies for networks designed with ten (10) or more network sites and a fully meshed network topology or a star network topology in which each remote site has PVCs connected to at least two network hubs engineered to a separate infrastructure node. In all other instances, the Company engineers its network to achieve a network latency of 75 milliseconds.

G. Exclusions

The standards described above do not include periods of non-attainment resulting in whole or in part from one or more of the following causes:

1. Any act or omission on the part of the customer, its contractors, or any other entity over which the customer exercises control or has the right to exercise control;
2. Scheduled maintenance;
3. Labor strikes
4. *Force Majeure* events beyond the control of the Company (including, but not limited to, acts of Nature, government regulation and national emergency); and,
5. Any act or omission on the part of a third party including, but not limited to, the local access provider.

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SECTION 6 - MISCELLANEOUS SERVICES**6.3 Frame Relay Service (continued)****6.3.8 Minimum Service Terms**

- A. The minimum service requirement is one month for domestic service and one year for international service. The customer may subscribe to service under one, two, three, four or five year term plans. For any term plan, the rates will be fixed for the term. The term will begin on the first day of the month following the date the service is installed and available. Upon expiration, the term will be automatically extended at the term plan rates for successive ninety (90) day periods, unless thirty (30) days prior to the end of the term or each such extension either (a) the customer or the Company provides written notice to the other that it does not want such extension, or (b) the customer subscribes to another term plan and the rates of the new term plan apply.
- B. If additional sites are added to a customer's Frame Relay Service after the initial subscription to a term plan, such sites will be incorporated into the customer's term plan and will have the same termination date as the customer's original term plan.
- C. Existing customers may subscribe to a new term plan for Frame Relay Service of the same or greater value prior to the end of the customer's existing term plan without incurring any termination liability if the new term plan extends beyond the old term plan termination date by at least one year.

6.3.9 Termination of Frame Relay Service

Customer must provide the Company with 30 days written notice before terminating frame relay service. Customers terminating service prior to fulfilling their term commitment will be assessed a termination liability equal to one hundred percent (100%) of the monthly recurring charge for each access line, port and PVC service terminated multiplied by the number of months remaining in the first year of the term plan, plus fifty percent (50%) of the monthly recurring charges for each circuit canceled multiplied by the number of months remaining in the term plan after the first year. The customer will not have any termination liability if it subscribes to another Company service of the same or greater monthly revenues and volume, and with a term no less than the remaining months of the term plan or one year, whichever is greater, at the same time the notice of termination is received. The customer will also be liable for a pro-rata amount of any waived installation charges based on the number of months remaining in the term plan.

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SECTION 6 - MISCELLANEOUS SERVICES**6.3 Frame Relay Service (continued)****6.3.10 Rates**

The following rates and charges apply to Frame Relay Services. The Company reserves the right to offer the Customer arrangements developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this Tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis. Contracts resulting from a special request will be filed with the Nebraska Public Service Commission if required by the Commission.

A. Port Charges

| NRC: For installation per port | \$275.00 |
|---------------------------------------|----------------------|
| Speed (Kbps) | MRC: Per Port |
| 56 - 64 | \$162.00 |
| 112 - 128 | \$295.00 |
| 168 - 192 | \$319.00 |
| 224 - 256 | \$344.00 |
| 280 - 320 | \$424.00 |
| 336 - 384 | \$500.00 |
| 448 - 512 | \$635.00 |
| 504 - 576 | \$680.00 |
| 560 - 640 | \$725.00 |
| 616 - 704 | \$770.00 |
| 672 - 768 | \$850.00 |
| 896 - 1024 | \$1,010.00 |
| 1120 - 1280 | \$1,135.00 |
| 1344 - 1536 | \$1,325.00 |

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SECTION 6 - MISCELLANEOUS SERVICES

6.3 Frame Relay Service (continued)

6.3.10 Rates (continued)

B. PVC Charges

| NRC Per Asymmetrical PVC | | \$15.00 |
|--|-----------------------------|----------------------------|
| NRC Per Symmetrical PVC (for installation, modification or reconfiguration) | | \$30.00 |
| CIR (Kbps) | MRC: Asymmetrical (One-Way) | MRC: Symmetrical (Two-Way) |
| 0 | \$0.00 | \$0.00 |
| 4 | \$5.00 | \$10.00 |
| 8 | \$8.00 | \$16.00 |
| 16 | \$16.30 | \$32.60 |
| 32 | \$31.80 | \$63.60 |
| 48 | \$46.10 | \$92.20 |
| 64 | \$53.00 | \$106.00 |
| 128 | \$101.00 | \$202.00 |
| 192 | \$151.00 | \$302.00 |
| 256 | \$201.00 | \$402.00 |
| 320 | \$252.00 | \$504.00 |
| 384 | \$302.00 | \$604.00 |
| 448 | \$352.00 | \$704.00 |
| 512 | \$403.00 | \$806.00 |
| 576 | \$453.00 | \$906.00 |
| 640 | \$504.00 | \$1,008.00 |
| 704 | \$554.00 | \$1,108.00 |
| 768 | \$604.00 | \$1,208.00 |
| 832 | \$655.00 | \$1,310.00 |
| 896 | \$705.00 | \$1,410.00 |
| 960 | \$755.00 | \$1,510.00 |
| 1024 | \$806.00 | \$1,612.00 |
| 1088 | \$856.00 | \$1,712.00 |
| 1152 | \$906.00 | \$1,812.00 |
| 1216 | \$957.00 | \$1,914.00 |
| 1280 | \$1,007.00 | \$2,014.00 |
| 1344 | \$1,057.00 | \$2,114.00 |
| 1408 | \$1,108.00 | \$2,216.00 |
| 1472 | \$1,158.00 | \$2,316.00 |
| 1536 | \$1,208.00 | \$2,416.00 |

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SECTION 6 - MISCELLANEOUS SERVICES

6.3 Frame Relay Service (continued)

6.3.10 Rates (continued)

C. Local Access

Local access facilities shall be provided under the local exchange company's tariff.

D. Expedite Charges

Expedite charges apply when the customer requests an installation interval shorter than the standard and the Company is able to comply with that request.

| | |
|---|-------|
| Port Connection | \$50 |
| PVC (install, moves, changes, disconnect) | \$75 |
| Local Access | \$50* |

* In addition to any local exchange company expedite charges which will be directly passed on to the customer.

E. Engineering Charges

| | |
|--------------------------|-------|
| Re-mapping of facilities | \$100 |
|--------------------------|-------|

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SECTION 6 - MISCELLANEOUS SERVICES**6.4 Private Line Services****6.4.1 General**

The Company provides interstate Private Line Service to Customers with transmission speeds ranging from 64 Kbps to 1.544 Mbps. Private Line Services are offered on a point-to-point basis. Each Private Line Service is dedicated to the Customer and the entire usable bandwidth for each service is available to the Customer for their exclusive use.

6.4.2 Two Point Service

Two Point Service allows two Customer designated locations to be connected by one Private Line Service. The service terminated at both locations must be the same speed and the same capacity.

6.4.3 Application of Rates**A. Recurring Charges**

Recurring charges for Private Line Services vary based on the capacity of service, the distance of service, the term plan selected and the monthly revenue commitment made by the Customer. Unless otherwise stated in the description associated with the rate element in this tariff, Private Line Service recurring charges are applied on a circuit basis, per DS0 equivalent. A minimum circuit charge applies which varies by circuit bandwidth.

B. Nonrecurring Charges

Nonrecurring Charges (NRC) are one-time only charges. NRC's may be waived for certain promotions and under the specific terms of individually negotiated contract services.

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SECTION 6 - MISCELLANEOUS SERVICES**6.4 Private Line Services (continued)****6.4.3 Application of Rates (continued)****C. Pass-Through Charges**

All charges incurred by the Company on the Customer's behalf from any Local Exchange Carrier, Competitive Access Provider or Competitive Local Exchange Provider will be directly passed on the Customer. Cross-Connect Charges apply to Company facilities that are connected by the Company to other carriers or Customer interconnect/collocation facility within the same Point of Presence.

Notes

1. All charges incurred by Supplier on Customer's behalf from any Local Exchange Carrier, Competitive Access Provider or Competitive Local Exchange Carrier will be directly passed on to the Customer.
2. Service not described above will be considered special handling and charges will be assessed on an Individual Case Basis (ICB).
3. All of the above changes are subject to changes with a 30 day notice.
4. All Private Line ancillary service charges to cities not listed will be priced on an individual case basis and will be subject to the terms and charges of the underlying carrier.

D. Interconnect Charges

Interconnect Charges apply to connections between the Company's POPs in the same city or between the Company's suite to another suite in the same building. Since costs vary widely by location, the interconnect charges specified in this tariff are the minimum amount that will be charged monthly. All interconnect construction charges and individual case basis charges incurred by the Company will be passed through to the Customer. Interconnect arrangements are subject to the continuing economic availability of the necessary facilities and equipment.

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SECTION 6 - MISCELLANEOUS SERVICES**6.4 Private Line Services (continued)****6.4.4 Order Cancellation Policy**

The Company will provide an order confirmation after the Customer places an order for service. If the Customer changes the order, a change order charge will apply based on the scope of the change. If the Customer cancels the order, the Customer must reimburse the Company for all costs incurred to that point. The Customer must notify the Company of service date changes 45 days prior to the due date. Service date changes may be extended by the Customer a maximum of thirty days from the due date.

6.4.5 Service Descriptions

Private Line Service allows the Customer to connect two locations with private dedicated service at one of a number of transmission speeds.

A. DS0 Service

DS0 Service is a dedicated digital channel with line speeds of 2.4, 4.8, 9.6, 56 or 64 Kbps.

B. DS1 Service

DS1 Service is a dedicated, high capacity channel with a line speed of 1.544 Mbps. DS1 Service has the equivalent capacity of 24 Voice Grade services or 24 DS0 services.

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SECTION 6 - MISCELLANEOUS SERVICES**6.4 Private Line Services (continued)****6.4.8 Rate Schedules**

The following rates and charges apply to Private Line Services. The Company reserves the right to offer the Customer arrangements developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this Tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis. Contracts resulting from a special request will be filed with the Nebraska Public Service Commission if required by the Commission.

A. On-Net DS-O

| | Fixed | Per Mile | Local Loop | Installation |
|---------------|--------------|-----------------|-------------------|---------------------|
| 0 - 100 Miles | \$75.00 | \$0.35 | Cost | \$150.00 |
| 100 + Miles | \$75.00 | \$0.35 | Cost | \$150.00 |

B. On-Net DS-1

| | Minimum | Per DSO Mile | Local Loop | Installation |
|-----------------|----------------|---------------------|-------------------|---------------------|
| 0 - 200 Miles | \$250.00 | \$0.11 | Cost | \$400.00 |
| 200 - 500 Miles | --- | \$0.11 | Cost | \$400.00 |
| 500 + Miles | --- | \$0.11 | Cost | \$400.00 |

C. On Net Private Line Term Discounts

| | |
|---------|-----|
| 1 Year | 5% |
| 2 Years | 10% |
| 3 Years | 15% |

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SECTION 7 – PROMOTIONS

7.1 General

From time to time, the Company will introduce promotional offers to stimulate usage or encourage new subscription. The Commission will be notified by letter of the nature of any new promotion, the effective date, term, duration and other details.

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