

Tariff Schedule Applicable to
Resold and Facilities-Based
Competitive Local Exchange Services
Furnished by
Bandwidth.com CLEC, LLC
Between Points Within the State of Nebraska

Issued: December 16, 2008

Effective: December 26, 2008

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 LOCAL EXCHANGE SERVICES TARIFF

CHECK SHEET

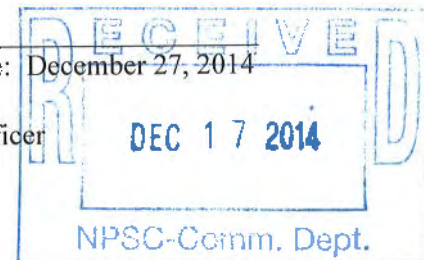
The sheets inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

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5	Original		35	Original
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27	Original		46	Original
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29	Original		48	Original
			49	Original
			50	Original

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CHECK SHEET (Cont'd)

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55	Original		

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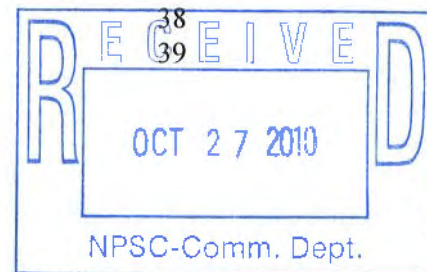
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LOCAL EXCHANGE SERVICES TARIFF

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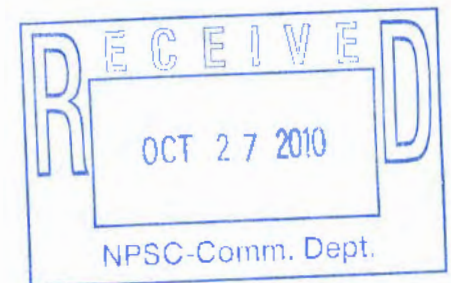
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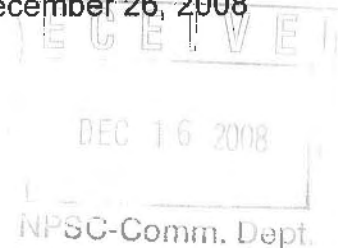
TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) 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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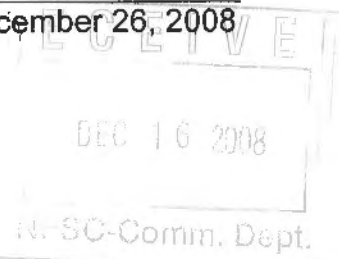
Explanation of Symbols

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (S) – To signify reissued regulations
- (T) – To signify a change in text but no change in rate

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LOCAL EXCHANGE SERVICES TARIFF

DEFINITIONS

“Access Line” refers to the facility used by the exchange carrier to provide dial tone to a subscriber from the central office through and including the Network Interface on the subscriber's premises.

“Applicant” refers to an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

“Authorized User” refers to a person, corporation or other entity that is authorized by the Customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

(N)
|
(N)

“Business Hours” refers to the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays

“Carrier,” “Company” or “Utility” refers to Bandwidth.com CLEC, LLC

“Central Office” refers to an independent switching unit in a telecommunications system providing service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting access lines and trunks or trunks only. There may be more than one central office in a building.

“Commission” refers to the Nebraska Public Service Commission.

“Completed call” is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

“Customer” refers to the person, firm, partnership, corporation, or other entity that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

(T)
(T)

“Customer Premises” is any location, equipment or facility designated by the Customer for the purposes of receiving and making use of the Company's services.

(N)
(N)

“Delinquent or Delinquency” refers to an account for which payment has not been paid in full on or before the last day for timely payment.

“End Office” refers to the LEC switching system office or serving wire center where Customer connections are terminated for purposes of interconnection to each other and/or to trunks.

(N)
(N)

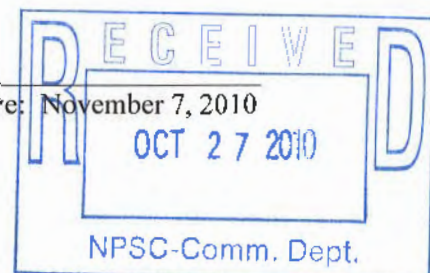
“Enhanced Service Provider (“ESP”)” refers to enhanced service providers are providers of services over common carrier transmission facilities that employ computer processing applications that act on code, protocol, or similar aspects of a subscriber's transmitted application, that provide the subscriber with different or restructured information, or involve end user interaction with stored information.

(N)
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(N)

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LOCAL EXCHANGE SERVICES TARIFF

DEFINITIONS, (CONT'D.)

“Grandfathered Service” applies to an obsolete and/or outdated service the Utility no longer wishes to provide. The grandfathering of a service is the Utility's method of managing a tariff for this service prior to ultimately discontinuing the service, or change existing tariff regulations without discontinuing certain rights, privileges or conditions of the service to existing customers.

“Hunting Service” refers to an arrangement to search multiple lines of the same class of service and of the same customer for a vacant line for each incoming call.

“Joint User” refers to a person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such services are billed under a joint use arrangement.

(N)
|
(N)

“Local Calling” refers to a completed call or telephonic communication between Stations associated with the same local service area.

(N)
(N)

“Local Access Transport Area (“LATA”)” refers to a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.

“Local Exchange Service” refers to the telecommunications service provided within a local calling area in accordance with the exchange carrier's tariffs.

“Message” refers to a completed customer telephone call.

“Nonrecurring Charges” refer to a one-time charge associated with given service or item of equipment which applies on a per service and/or per item basis each time the service or item of equipment is provided.

“Non-Published or Unlisted Service” refers to service that is not accompanied by inclusion of the Subscriber's name, address, or telephone number in a published directory or directory assistance data base.

“Service” refers to any telecommunications service(s) provided by the Company under this tariff.

“Service Order” refers to the written or verbal request for Company services by the Customer and the Company. A Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

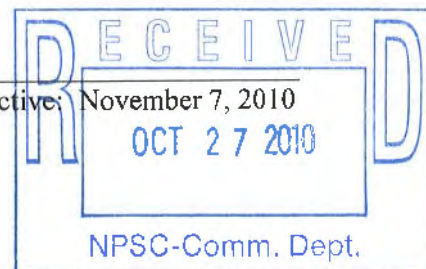
(N)
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“Subscriber” refers to the firm, company, corporation, or other entity that contracts for service under this tariff and that is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this tariff.

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LOCAL EXCHANGE SERVICES TARIFF

DEFINITIONS, (CONT'D.)

“Station” refers to the network control signaling unit and/or any other equipment or facility associated with the Customer Premises that enables the Customer to communicate through connections provided by the Company.

(T)
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(T)

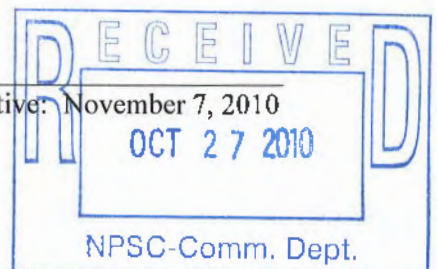
“Tariffs” refer to the tariffs, price lists, and generally applicable terms and conditions on file with a state or federal regulatory authority or publicly available on the Company's website in accordance with the regulations of a state or federal regulatory authority.

“Telephone Numbers” refer to The North American Numbering Plan [NPA-NXX-XXXX] numbers assigned to Bandwidth.com Customers and used in conjunction with the Services provided pursuant to this tariff.

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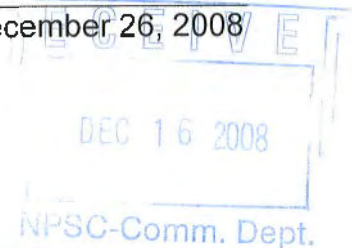
Section 1. APPLICATION OF TARIFF

- 1.1 This tariff governs the services provided by Bandwidth.com CLEC, LCL that originate and terminate within the State of Nebraska. Specific services and rates are described elsewhere in this tariff.
- 1.2 The Company's installs operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.
- 1.3 The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.
- 1.4 The Company's services are available to business customers.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

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 Stations associated with the same local service area.

(T)
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(T)

This tariff contains the regulations, rates and charges applicable to resold and facilities based competitive local exchange services provided by the Company in the State of Nebraska.

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

2.2.1.1 The payment of all applicable charges pursuant to this tariff.

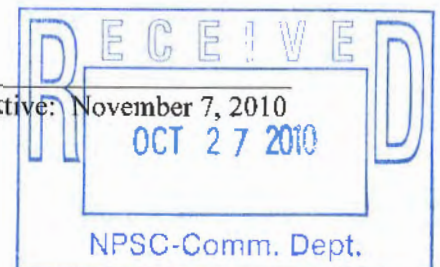
2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

2.2.1 (Cont'd)

- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
- 2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.2 Obligations of the Customer (Cont'd)**

2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or

2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.

2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

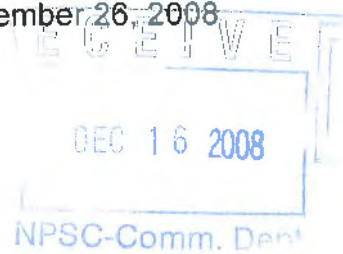
2.2 Obligations of the Customer (Cont'd)

2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company

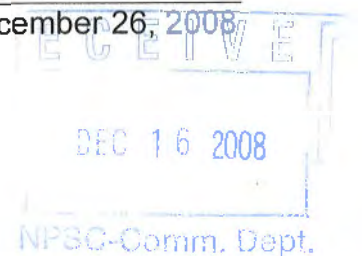
2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

- (A) The Company's damages arising out of its negligent acts, or mistakes, omissions, interruptions, delays, errors, or defects during the course of furnishing service, shall in no event exceed an amount equivalent to Bandwidth.com's charges for service during the period affected by such negligence, or in which such mistakes, omissions, interruptions, delays, errors, or defects occurred. Any mistakes, omissions, interruptions, delays, errors, or defects that are caused by or materially contributed to by the negligence or willful acts of Customer, or that arise from facilities or equipment used by Customer and not provided by Bandwidth.com, shall not result in the imposition of any liability upon Bandwidth.com

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.1 (Cont'd)

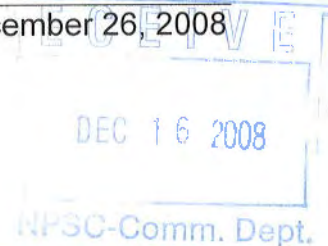
- (B) Customer shall defend, indemnify, and hold harmless the Company, its officers and directors, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses of any kind and nature (including, without limitation, liability to third parties for personal injury or death and for loss or damage to property, and loss or damage to Company property, and injury to Company employees), without limitation whatsoever, that in any way arise out of or result from Customer's operations, installation or maintenance of equipment and facilities, or performance under this tariff, or that arises out of or in any way is connected with Customer's provision of service to its end users, or any use or attempted use by Customer or any such end user of services provided by the Company hereunder; provided that this section shall not apply to the extent that any injury, loss, or damage is caused by the gross negligence or willful misconduct on the part of the Company.

- (C) The Company will not be liable for any act, omission to act, negligence, or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by Customer. Bandwidth.com will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity other than Bandwidth.com, that furnishes services, facilities, or equipment used in connection with Bandwidth.com's services or facilities.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.1 (Cont'd)

- (D) EXCEPT AS EXPRESSLY PROVIDED IN THIS TARIFF, BANDWIDTH.COM MAKES NO EXPRESSED OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- (E) IN NO EVENT SHALL BANDWIDTH.COM BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE).

2.3.2 Limitation of Liability

- 2.3.2.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2.3.3 Force Majeure

- 2.3.3.1 Neither Party shall be responsible for delays or failures in performance, except for the obligation to make payments required under this tariff, resulting from acts or occurrences in the nature of force majeure such as fire, explosion, acts of God, war, or civil commotion; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by the other Party. In such event, the Party affected shall, upon giving prompt notice to the other, be excused from such performance to the extent of such interference. The affected Party shall use its reasonable efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.4 Application for Service**

An applicant desiring access line service from an exchange carrier will be required to make application in writing.

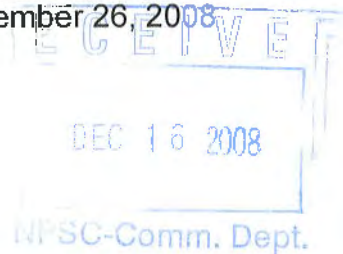
2.4.1 Minimum Contract Period

- 2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.
- 2.4.1.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.
- 2.4.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Application for Service (Cont'd)

2.4.2 Cancellation of Service

- 2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.
- 2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;
 - 2.4.2.2.A The total costs of installing and removing such facilities; or
 - 2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.
- 2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.
- 2.4.2.4 The Company reserves the right to redefine its regions, add new regions, or remove regions from its current offering, as it deems appropriate in its sole discretion and will provide the Customer with at least thirty (30) days' notice of any change in the definition of the Company's regions.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Application for Service, (Cont'd.)

2.4.2 Cancellation of Service, (Cont'd.)

2.4.2.5 In the event that the Company plans to exit a current region, the Customer shall be provided with thirty (30) days prior written notification of the Company's intent. The Customer shall be allowed to immediately terminate services in the affected region without penalty.

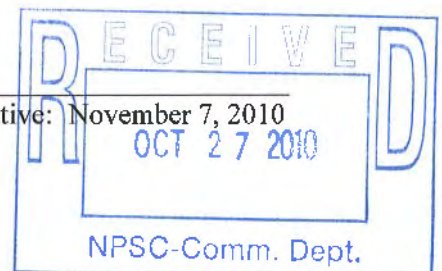
2.4.3 Except as otherwise stated in this tariff, Customers may be required to enter into written service orders. Customers will also be required to execute any other documents as may be reasonably requested by the Company to provide service.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment for Service

2.5.1 Unless otherwise agreed to in advance, the Company will bill Customer monthly, with recurring charges being billed in advance and any usage charges billed in arrears. Payment is due upon receipt by Customer and payable within twenty-two (22) days of the Bill Date (the "Due Date").

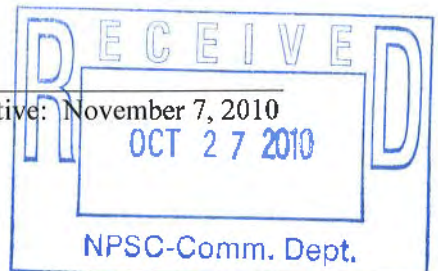
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2.5.2 Payments are past due if not received by the Company by the Due Date. Any amounts past due will be subject to a late payment charge accruing at the rate of 1-1/2% per month until paid. In addition, bills not paid within thirty (30) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7 of this tariff, may result in suspension of access privileges to Bandwidth's collocate facility if Customer is collocated until the full amount of the bill is paid. Bills not paid within forty (40) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7.1 of this tariff, may result in suspension of service until the overdue payments and any additional charges that may be imposed to restore service have been paid. Customer agrees to pay all costs incurred by Bandwidth.com in collecting any unpaid amounts, including attorneys' fees. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and a seven (7) day notice shall be required in order to terminate services hereunder for non-payment.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Payment for Service (Cont'd)

2.5.3 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 the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

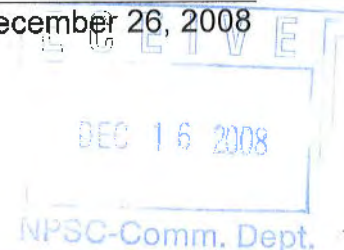
2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Customer Deposits

2.6.1 The Company may require a deposit or guarantee of payment from any customer or applicant who has not established good credit with that utility. Deposit or guarantee of payment requirements as prescribed by the utility must be based upon standards which bear a reasonable relationship to the assurance of payment. A deposit shall not exceed an estimated two months' gross bill or existing two months' bill where applicable. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the Company, except where such bill has been discharged in bankruptcy. The Company will not require a deposit or a guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return.

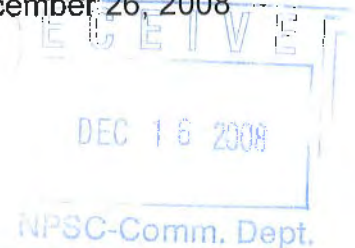
The Company may determine whether a customer has established good credit with that utility, except as herein restricted:

- 2.6.1.1 A customer, who within the last 12 months has not had service disconnected for nonpayment of a bill and has not been liable for disconnection of service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit.
- 2.6.1.2 The Company shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this chapter.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Customer Deposits (Cont'd)

2.6.1 (Cont'd)

2.6.1.3 No utility shall use any credit reports other than those reflecting the purchase of utility services to determine the adequacy of a customer's credit history without the permission in writing of the customer. Any credit history so used shall be mailed to the customer in order to provide the customer an opportunity to review the data. Refusal of a customer to permit use of a credit rating or credit service other than that of a utility shall not affect the determination by the utility as to that customer's credit history.

2.6.2 Interest on Deposits

Deposits shall bear simple interest at the minimum rate of seven percent (7%) per annum. No interest will be paid on deposits held less than thirty (30) days. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The Company may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills.

2.6.3 Return of Deposit

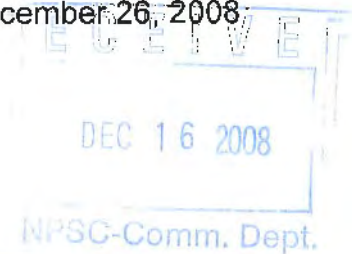
Deposits will be refunded to business customers after thirty-six (36) consecutive months of prompt payments or sooner at the Company's discretion.

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.7 Customer Complaints and Billing Disputes

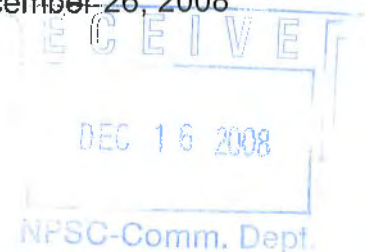
2.7.1 In the event that Customer disputes any charges, Customer must submit a written claim describing the disputed amount. Customer shall submit all documentation as may reasonably be required to support the claim. Payment may be withheld for the amounts subject to a dispute submitted prior to the Due Date. All disputes and claims for refunds must be submitted to Bandwidth.com within one hundred and twenty (120) days of the Bill Date. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. Bandwidth.com shall investigate and resolve all disputes within forty-five (45) days of receipt of the dispute and Bandwidth.com's resolution of such a dispute is final. Any portion of a disputed amount deemed payable by Bandwidth.com must be paid in full within ten (10) days of resolution or Customer's service may be subject to disconnection and late payment charges imposed on the overdue amount.

2.7.2 Any unresolved dispute may be directed to the Commission, 1200 N Street, 300 The Atrium, P.O. Box 94927, Lincoln, Nebraska 68509-4927. Customers may also contact the Commission at 1-800-526-0017 or utilize the online complaint form located on the Commission's website.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.8 Interruptions in Service**

The Company will make all reasonable efforts to prevent interruptions of access line service. When interruptions occur, the Company will re-establish access line service with the shortest possible delay consistent with the physical conditions encountered, the available work forces and with normal safety practices.

2.8.1 Allowance for Interruptions in Service

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

2.8.1.2 The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company:

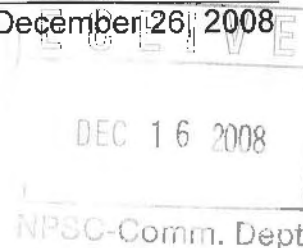
The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.

If service is interrupted as the result of widespread disaster, and other than by the negligence or willful act of the Company, no refund shall be required unless the access line service remains interrupted for a period in excess of seven (7) days. The refund will appear as a credit on customers bill for local exchange service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9 Taxes and Fees

- 2.9.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.

- 2.9.2 If a municipality, other political subdivision or local agency of government, or the 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.

2.10 Returned Check Charge

The charge for a returned check is \$30.00.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

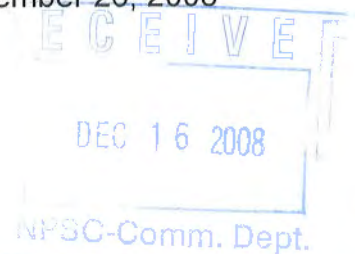
2.11 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12 Disconnection and Termination of Service

The Company shall not disconnect basic local service for nonpayment of toll or information service charges or any service other than basic local service.

2.12.1 Disconnection of Service Without Notice

Bandwidth.com shall have the right to refuse or discontinue telephone service or service arrangements without advance notice, if the acts of the Customer or the conditions upon their premises are such as to indicate an intent to defraud Bandwidth.com or to use the Service to defraud a third party, including but not limited to, providing false credit information, significantly misstating expected service volumes, using the services for unlawful purposes, or using services without intent to pay, or tampering with the equipment furnished and owned by the Company.

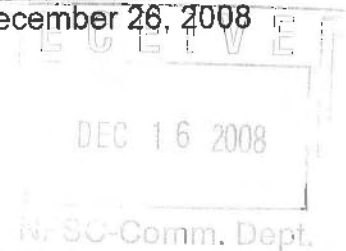
Bandwidth.com will attempt to contact the Customer by telephone prior to discontinuing the Service or portions thereof. If Bandwidth.com is unable to contact the Customer by telephone, a letter will be mailed to the Customer on the same date that their service or service arrangement is discontinued, explaining the reasons for such action and the Customer's right to dispute such action.

Customer is responsible for all charges attributable to Customer, even if incurred as a result of fraudulent or unauthorized use of the Service by third parties. Bandwidth.com may, but is not obligated to, detect or report unauthorized or fraudulent use of Service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12 Disconnection and Termination of Service (Cont'd)

2.12.2. Disconnection of Service Requiring Notice

2.12.2.1 The Company may disconnect service for any of the following reasons provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than five (5) working days in which to remove the cause for disconnection:

2.12.2.1.A Non-compliance with Regulations. For violation of or non-compliance with Commission's rules and regulations or for violation of or non-compliance with the Company's tariffs on file with the Commission.

2.12.2.1.B Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Commission.

2.12.2.1.C Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment and property.

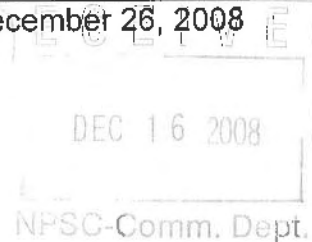
2.12.2.1.D Failure to meet the utility's deposit and credit requirements.

2.12.2.1.E For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least five (5) working days notice, in which to make settlement before his service is denied.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12 Disconnection and Termination of Service (Cont'd)

2.12.2. Disconnection of Service Requiring Notice (Cont'd)

2.12.2.1 (Cont'd)

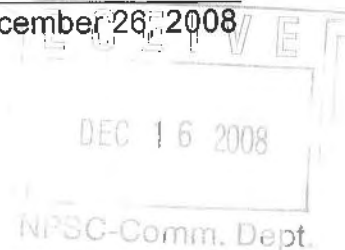
2.12.2.1.F Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

2.12.2.1.G Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.13 Unlawful Use of Service

2.13.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.13.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.13.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.13.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

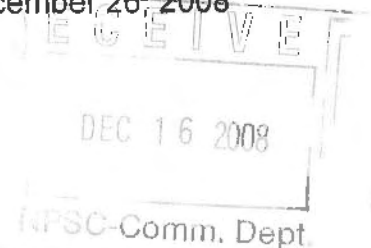
2.14 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.15 Telephone Solicitation by Use of Recorded Messages

2.15.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.16 Incomplete Calls

2.16.1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

2.17 Overcharge/Undercharge

2.17.1 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.18 Notices

2.18.1 Any notice required or permitted to be given under this tariff shall be in writing and delivered by hand, mail, national overnight courier service or by fax if confirmed by telephone to the customer, at the address or phone numbers shown herein or at such other address or phone numbers as shall be designated from time to time.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.19 Emergency Calling

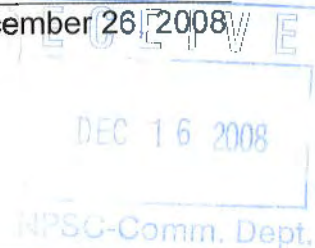
Access to 911 and E911 service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, 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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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.20 Station Equipment

2.20.1 Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provide by and maintained at the expense of the User. Unless otherwise agreed by the Company and the Customer, each User is responsible for the provision of wiring or cable necessary to connect to the applicable service demarcation point established by the Company.

2.20.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to Company employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

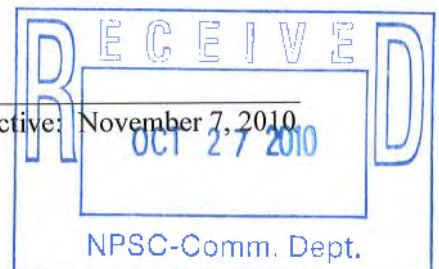
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Jonathan S. Mitchell, CEO
4001 Weston Parkway
Cary, NC, 27513

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SECTION 3. DESCRIPTION OF SERVICES**3.1 Trial Services**

- 3.1.1 The Company may offer new services, not otherwise tarified, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

3.2 Promotional Offerings

- 3.2.1 The Company will provide notification to the Commission of its intent to offer promotional services and rates. The Company may offer existing services on a promotional basis, that provides special rates, terms, or conditions of service. Promotional offerings will have a duration and effectiveness of no longer than ninety (90) days. Promotional offerings will begin one at least one (1) day notice to the Commission.

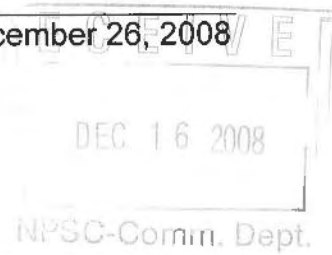
3.3 Individual Case Basis ("ICB") Offerings

- 3.3.1 The tariff may not specify the price of a service in the tariff as "ICB". The Company may or may not have an equivalent service in its the tariff on file with the Commission, and the quoted ICB rates may be different than the tarified rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

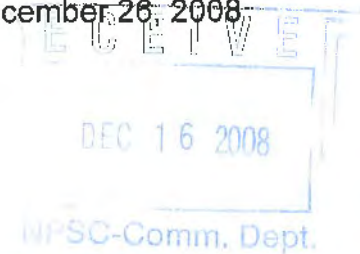
3.4 Customized Pricing Arrangements ("CPAs") Offerings

3.4.1 The Company may offer CPAs to eligible customers. Each CPA is customized to meet the specific needs of a customer. Rates quoted are different from the tariffed rates. CPA rates must be provided under contract to a customer and the contract filed (can be under seal) with the Commission.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**3.5 Local Exchange Service**

3.5.1 Local Exchange Service is telephone service that entitles the customer to originate local calls, without toll charges, to all local exchange access lines connected to a Central Office (CO) of the exchange, or to all exchange access lines served by COs of the extended local service area where comprised of more than one exchange. Service will be provided where facilities are available from the Local Exchange Company (LEC). Bandwidth.com offers Qwest Communications Local Exchange Services under resale.

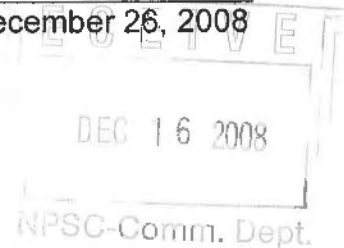
3.5.2 Service is classified as business service and business rates apply when any of the following conditions exist:

- When the service is furnished at a location where a business, trade or practice is performed and where the use of the location is not confined primarily to domestic activities.
- Service for social clubs (i.e. Elks, VFW, Eagles, etc.) will be considered business service.
- When the directory listing is to be a business listing, except when a residence telephone number is advertised as an alternate call number in connection with a business telephone number.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**3.6 Directory Assistance****3.6.1 General**

Directory Assistance (DA) is defined as furnishing aid in obtaining telephone numbers. The Directory Assistance operator will not transfer, forward or redial a customer's call to any other location for any purpose other than the provision of DA service. The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of the service includes the obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Directory Assistance service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with attempt to avoid payment, in whole or in part, of the regular charge for such service. In addition to any other action authorized by this Tariff, the Company may, in such cases of abuse or fraudulent use, assess appropriate Directory Assistance charges on the Customer's regular telephone account.

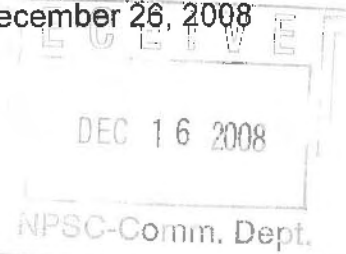
3.6.2. Directory Assistance Call Allowance

Business Customers are allowed one directly dialed Local Directory Assistance call per month at no charge for each central office line or trunk.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

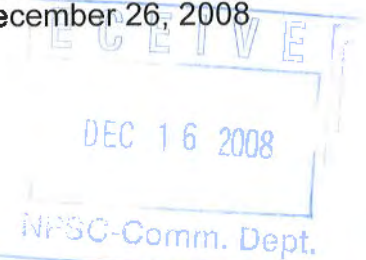
3.7 Directory Listings/Distribution

The Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area. The Company will ensure that directory distribution is furnished to the Customer.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

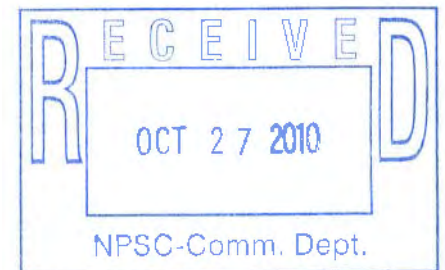
3.10 Direct Inward Dial (DID) Service, (Cont'd.)

(N)

3.10.2 Service Eligibility, Restrictions and Limitations

- A. Connectivity to E911, operator services and directory assistance is not supported by DID Service.
- B. The Company reserves the right to provision DID service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements.
- C. The Company, at its sole discretion, reserves the right to limit the quantity of DID number blocks a Customer may obtain. Requests for 30 or more DID number blocks must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.
- D. The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business.

(N)



LOCAL EXCHANGE SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

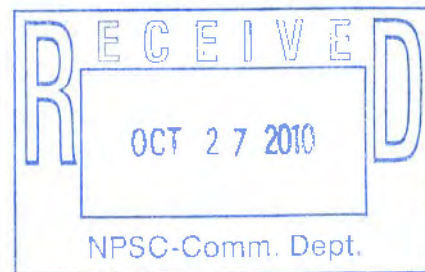
3.11 Direct Outward Dial (DOD) Service

(N)

3.11.1 General

- A. DOD Service provides a Customer with a local voice grade telephonic communications channel to originate outbound voice or data calls from local telephone numbers assigned to the Customer. DOD Service transmits the dialed digits for all outbound calls, allowing the Customer's outbound calls to be routed as required by the Customer from the Customer Premises. Where available from the Company, long distance services (*i.e.*, presubscribed 1+ toll calling) can be provided in conjunction with DOD Service or Customers may choose to route traffic to other carriers for long distance termination.
- B. Connectivity to E911, operator services and directory assistance is supported by DOD Service.
- C. DOD Service may be provided in conjunction with non-regulated services (including but not limited to ESP services) offered by the Company pursuant to contract. Charges for DOD Service apply in addition to (i) dedicated or switched transport charges (including but not limited to for IP Transport or those charges associated with Foreign Exchange service) and/or (ii) any conversion of protocol that may be required for delivery to the Customer Premises as part of any Enhanced Service.
- D. To the extent that contractual rates for DOD Service differ from those set forth in Section 4.5, they will be subject to the terms of the Customized Pricing Arrangements ("CPA") as set forth in Section 3.4 of this Tariff.

(N)



LOCAL EXCHANGE SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

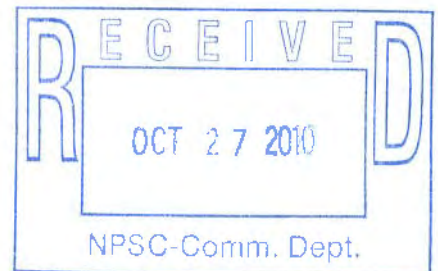
3.11 Direct Outward Dial (DOD) Service, (Cont'd.)

(N)

3.11.2 Service Availability, restrictions and limitations

- A. The Company reserves the right to provision DOD service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements.
- B. The Company, at its sole discretion reserves the right to limit the quantity of DOD number blocks a Customer may obtain. Requests for 30 or more DOD number blocks must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DOD stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DOD numbers.
- C. The Customer has no property right to the telephone number or any other call number destination associated with service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business.

(N)



LOCAL EXCHANGE SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

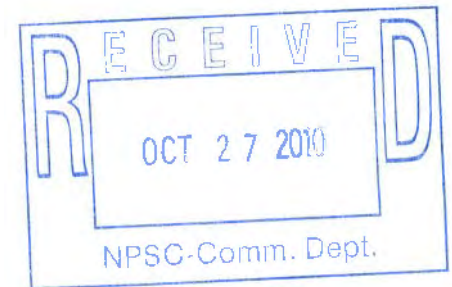
3.12 Direct Inward Dial (DID) / Direct Outward Dial (DOD) Service

(N)

3.12.1 General

- A. DID/DOD Service combines DID Service as described in Section 3.13 with (DOD) service as described in Section 3.14. DID/DOD Service provides a Customer with a local voice grade telephonic communications channel to place and receive voice or data calls. It transmits the dialed digits for incoming or outgoing calls, allowing the Customer's calls to be routed as required by the Customer to or from the Customer Premises. Where available from the Company, long distance services (*i.e.*, presubscribed 1+ toll calling) can be provided in conjunction with DID/DOD Service or Customers may choose to route traffic to other carriers for long distance termination.
- B. Connectivity to E911, operator services and directory assistance is supported by DID/DOD Service.
- C. DID/DOD Service may be provided in conjunction with non-regulated services (including but not limited to ESP services) offered by the Company pursuant to contract. Charges for DID/DOD Service apply in addition to (i) dedicated or switched transport charges (including but not limited to for IP transport or those charges associated with Foreign Exchange service) and/or (ii) any conversion of protocol that may be required for delivery to the Customer Premises as part of any Enhanced Service.
- D. To the extent that contractual rates for DID/DOD Service differ from those set forth in Section 4.6, they will be subject to the terms of the Customized Pricing Arrangements ("CPA") as set forth in Section 3.4 of this Tariff.

(N)



LOCAL EXCHANGE SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

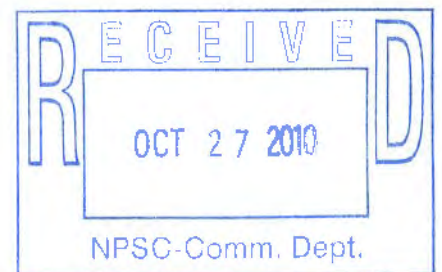
3.12 Direct Inward Dial (DID) / Direct Outward Dial (DOD) Service, (Cont'd)

(N)

3.12.2 Service availability, restrictions and limitations

- A. The Company reserves the right to provision DID/DOD service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements.
- B. The Company, at its sole discretion, reserves the right to limit the quantity of DID/DOD number blocks a Customer may obtain. Requests for 30 or more DID/DOD number blocks must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID/DOD stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID/DOD numbers.
- C. The Customer has no property right to the telephone number or any other call number destination associated with service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business.

(N)



LOCAL EXCHANGE SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.13 Foreign Exchange Service

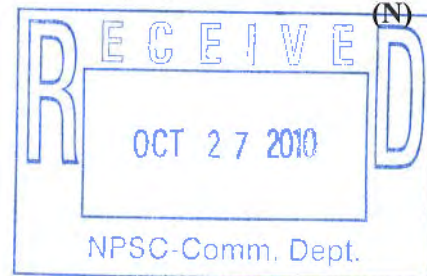
(N)

3.13.1 General

- A. Foreign Exchange Service is exchange service furnished from an exchange other than the one which would normally serve the area in which the Customer Premises is located.
- B. Foreign Exchange Service may be provided as Inbound Only (in conjunction with DID Service), Outbound Only (in conjunction with DOD Service), or Two-Way service (in conjunction with DID/DOD Service).
- C. The local calling area that applies to Foreign Exchange Service is the same as that which regularly applies to other Company-provided local exchange services bearing the same NPA-NXX designation.
- D. To the extent that the contractual rates for Foreign Exchange service differ from those set forth in Section 4.7, they will be subject to the terms of the Customized Pricing Arrangements ("CPA") as set forth in Section 3.4 of this Tariff.

3.13.2 Service availability, restrictions and limitations

- A. Foreign Exchange Service is only available on and in conjunction with DID Service, DOD Service, and DID/DOD Service. The Customer must purchase DS3 transport between the home and foreign exchanges. The Company may provide other forms of transport to deliver Foreign Exchange Service on a Special Customer Arrangement.
- B. The Company reserves the right to provision Foreign Exchange Service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements at a reasonable cost. Where agreed by the Company and where technically feasible, the Customer may also elect to self-provide transport between its "home exchange" and the foreign exchange in lieu of purchasing Foreign Exchange Service from the Company to obtain exchange service in the foreign exchange.



LOCAL EXCHANGE SERVICES TARIFF

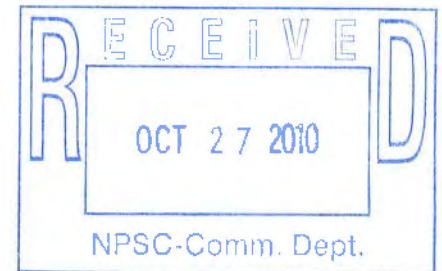
SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.14 Blocking for 10XXX1+/10XXX011+ Calls

This service prevents 10XXX1+ and 10XXX011+ calls from being completed from the Customer's line and is offered subject to the availability of facilities. Provision of this service does not alleviate Customer responsibility for charges associated with completed toll calls.

There are no charges associated with Blocking for 10XXX1+ and 10XXX011+ Calls.

(N)
- - -
(N)



SECTION 4. RATES AND CHARGES

4.1 Calculation of Rates

- 4.1.1 The chargeable time for a local toll call is determined by the duration of the call. Chargeable time begins when connection is established between the calling station and the called station. Chargeable time ends when the calling station hangs up. If the called station hangs up, but the calling station does not, chargeable time ends when the connection is released by either automatic timing equipment in the telecommunications network or by an operator.
- 4.1.2 Calls are billed in (six) 6 second increments with an eighteen (18) second minimum for interLATA calls and a twenty-four (24) second minimum on intraLATA calls.
- 4.1.3 Different rates based on the time of day or day of week are described in the following rate table.

Rate Periods	From	To, but not Including	Days
Day	8:00 a.m.	5:00 p.m.	Monday-Friday
Evenings	5:00 p.m.	11:00 p.m.	Monday-Friday
Night/Weekends	11:00 p.m.	8:00 a.m.	Monday-Friday
Night/Weekends	11:00 p.m.	8:00 a.m.	Saturday-Sunday

The Company charges weekend rates on the following Federal holidays: New Year's Day, President's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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SECTION 4. RATES AND CHARGES (Cont'd)**4.2 Local Exchange Service (Cont'd)****4.2.1 Business Service**

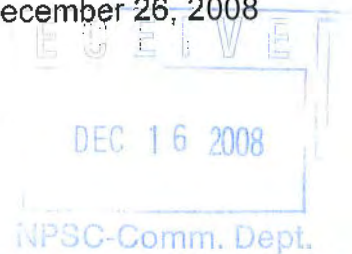
	Monthly Rate	Non-Recurring Charge
First Measured Business Line or Trunk	\$19.22	\$49.57 ¹
Additional Measured Business Line or Trunk	\$19.22	\$27.49 ²
Changes, Service Restoration To change class, type or grade of service(per line or trunk)		\$49.57
To restore service that has been temporarily disconnected by the Company(per line or trunk, per order)		\$49.57

¹ First Line per Service Order² Additional Lines on the SAME service order

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SECTION 4. RATES AND CHARGES (Cont'd)

4.2 Local Exchange Service (Cont'd)

4.2.1 Business Service (Cont'd)

Local Usage Rates

	Day Rate	Evening Rate	Night & Weekend
First Minute	\$0.040	\$0.028	\$0.016
Additional	\$0.010	\$0.0700	\$0.004

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SECTION 4. RATES AND CHARGES (Cont'd)

4.3 Directory Assistance Service

4.3.1 Local Directory Assistance

Per Call Charge: \$0.50
(maximum of two (2) listings)

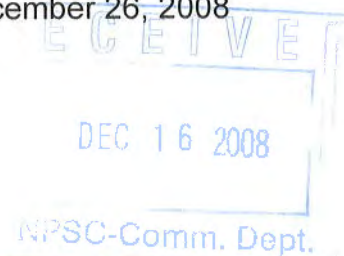
4.3.2 National Directory Assistance

Per Call Charge: \$1.25
(maximum of two (2) listings)

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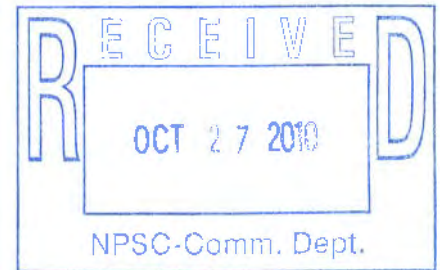
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LOCAL EXCHANGE SERVICES TARIFF

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.4	Direct Inward Dial (DID) Service			(N)
	Per DID Number	Nonrecurring N/A	Monthly Recurring \$0.50	
4.5	Direct Outward Dial (DOD) Service			
	Per DOD Number	Nonrecurring N/A	Monthly Recurring \$0.50	
4.6	Direct Inward Dial (DID) / Direct Outward Dial (DOD) Service			
	Per DID/DOD Number	Nonrecurring N/A	Monthly Recurring \$0.50	
4.7	Foreign Exchange Service			
	<p>The following rates apply to Foreign Exchange Service. Customers must subscribe to Foreign Exchange Service for a minimum of one (1) year. The pricing listed below is in addition to those rates that apply as set forth elsewhere in this tariff for the underlying service (<i>i.e.</i>, DID Service, DOD Service, or DID/DOD Service) with which the Foreign Exchange Service is associated. Foreign Exchange Service is co-terminous with the underlying service with which it is associated.</p>			
	DS3 Foreign Exchange Service	Nonrecurring \$500.00	Monthly Recurring \$50.00 per mile	
4.8	Blocking for 10XXX1+/10XXX011+ Calls			
	Per Line or Trunk Arranged	Nonrecurring \$0.00	Monthly Recurring \$0.00	(N)



SECTION 5. INTRALATA TOLL PRESUBSCRIPTION

5.1 General

IntraLATA toll presubscription is a procedure whereby an end user may select and designate an IntraLATA Toll Provider ("ITP") to access IntraLATA toll calls without dialing an access code. The end user may designate an ITP for IntraLATA toll, a different carrier for InterLATA toll, or the same carrier for both. This ITP is referred to as the end user preferred IntraLATA toll provider.

Each carrier will have one or more access codes assigned to it for various types of service. When an end user selects a carrier as its preferred IntraLATA toll provider, only one access code of that carrier may be incorporated into the switching system of the Company permitting access to that carrier by the end user without dialing an access code. Should the same end user wish to use other services of the same carrier, it will be necessary for the end user to dial the necessary access code(s) to reach that carrier's other service(s).

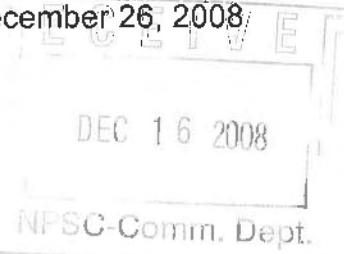
An ITP must use Feature Group D ("FGD") Switched Access Service to qualify as an IntraLATA toll provider. All ITPs must submit a Letter of Intent ("LOI") to the Company at least twenty days prior to the IntraLATA toll-presubscription-conversion date or, if later, forty-five days prior to the date on which the carrier proposed to begin participating in IntraLATA toll presubscription.

Selection of an ITP by an end user is subject to the terms and conditions in Section 5.2.

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SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)

5.2 Presubscription Charge Application

5.2.1 Initial Free Presubscription Choice for New Users

New end users (including an existing customer who orders an additional line) who subscribe to service will be asked to select a primary ITP when they place an order for Company Exchange Service. If a customer cannot decide upon an IntraLATA toll carrier at the time, the customer will have thirty days following completion of the service request to make an IntraLATA PIC choice without charge. In the interim, the customer will be assigned a "No-PIC" and will have to dial an access code to make IntraLATA toll calls. The free selection period available to new end users is the period within thirty days of installation of the new service.

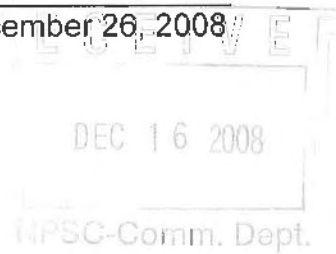
Initial free selections available to new end user are:

1. Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.
2. Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Company.

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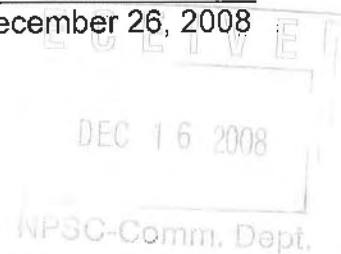
SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)**5.2 Presubscription Charge Application (Cont'd)****5.2.2 Cancellation of IntraLATA Toll Presubscription by an ITP**

If an ITP elects to discontinue Feature Group D service after implementation of the IntraLATA toll presubscription option, the ITP is obligated to contact, in writing, all end users who have selected the canceling ITP as their preferred IntraLATA toll provider. The ITP must inform the end users that it is canceling its Feature Group D service, request that the end user select a new ITP and state that the canceling ITP will pay the PIC change charge. The ITP must provide written notification to the Company that this activity has taken place.

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SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)

5.3 End User/Pay Telephone Service Provider Charge Discrepancy ("Anti-Slamming Measure")

5.3.1 When a discrepancy is determined regarding an end user's designation of a preferred IntraLATA toll carrier, the following applies depending upon the situation described:

A signed letter of authorization takes precedence over any order other than subsequent, direct customer contact with the Company.

When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date determines customer choice.

5.3.2 Verification of Orders for Telemarketing

No ITP shall submit to the Company a PIC change order generated by outbound telemarketing unless, and until, the order has first been conformed in accordance with the following procedures:

5.3.2.1 The ITP has obtained the customer's written authorization to submit the order that explains what occurs when a PIC is changed and confirms:

5.3.2.1.A The customer's billing name and address and each telephone number to be covered by the PIC change order;

5.3.2.1.B The decision to change the PIC to the ITP; and

5.3.2.1.C The customer's understanding of the PIC change fee; or

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SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)

5.3 End User/Pay Telephone Service Provider Charge Discrepancy ("Anti-Slamming Measure") (Cont'd)

5.3.2 Verification of Orders for Telemarketing (Cont'd)

5.3.2.2 The ITP has obtained the customer's electronic authorization, placed from the telephone number(s) on which the PIC is to be changed, to submit the order that confirms the information described in 5.3.2.1 preceding to confirm the authorization; or

5.3.2.3 An appropriately qualified and independent third party operating in a location physically separate from the outbound telemarketing representative has obtained the customer's oral authorization to submit the PIC change order that confirms and includes appropriate verification date (e.g., the customer's date of birth or social security number).

5.3.3 The Company will follow the Federal Communications Commission's and the Commission's regulations regarding slamming. The Company will not impose a penalty or charge for unauthorized IntraLATA toll provider changes.

5.3.4 The customer owns the exclusive right to select the PIC of their choice, and may choose to migrate from one carrier to another at any time. There is no reason a carrier may refuse to release a customer who has stated their intent to select a different carrier.

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SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)

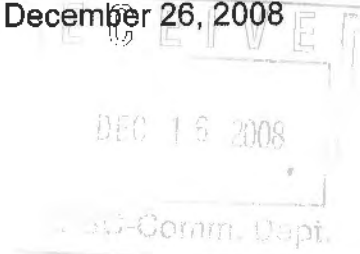
5.4 Rates and Charges

	Non-recurring Charge
Authorized PIC/IPIC Change Charge	\$4.46
PIC/IPIC Change (Change made at the Same time to the same IC, CLC or LEC for both InterLATA and IntraLATA	\$6.69
Unauthorized PIC or IPIC change	\$16.20

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SECTION 6. LOCAL SERVICE AREAS AND EXCHANGES**6.1 Exchanges**

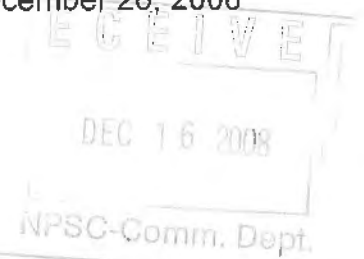
Local Services are provided in the following exchanges specified in Section 6.2 following which mirror the exchanges in Qwest Corporation Exchange and Network Services Tariff, Section 5.

Ainsworth	Grand Island	Randolph
Alliance	Gretna	St. Libory
Atkinson	Hamburg, IA	St. Paul
Atlanta	Harrison	Schuyler
Axtell	Holdrege	Sidney
Bennington	Homer	Silver Creek
Big Springs	Howells	So. Sioux City
Bridgeport	Humphrey	Springfield
Broken Bow	Laural	Tekamah
Cairo	Lexington	Valentine
Central City	Loup City	Valley
Chadron	Lyons	Wakefield
Clarkson	McCook	Waterloo
Crawford	Minden	Wayne
Creston	Missouri Valley, IA	West Point
Dakota City	Norfolk	Whitney
Elkhorn	North Platte	Wood River
Elm Creek	Oakland	Yankton, SD
Elwood	Ogallala	
Emerson	Omaha	
Farwell	O'Neill	
Fremont	Oxford	
Fullerton	Pender	
Gothenburg	Pilger	

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SECTION 6. LOCAL SERVICE AREAS AND EXCHANGES (Cont'd)

6.2 Local Calling Areas

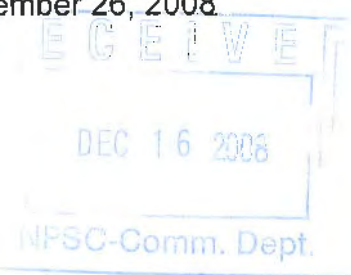
Local Services are provided in the following exchanges specified in Section 6.2 following which mirror the exchanges in Qwest Corporation Exchange and Network Services Tariff, Section 5.

<u>Exchange</u>	<u>Local Calling Areas</u>
Ainsworth	Long Pine, Johnstown
Alliance	Hemingford
Atkinson	O'Neill, Stuart
Atlanta	Holdrege
Axtell	Minden, Funk
Bennington	Arlington, Blair, Carson, IA, Council Bluffs, IA, Crescent, IA, Ft. Calhoun, Glenwood, IA, Fremont, Kennard, Louisville, Macedonia, IA, Mineola, IA, Minden, IA, Missouri Valley, IA, Murray, Neola, IA, Oakland, IA, Omaha (including Carter Lake, IA., Elkhorn, Gretna, Springfield, Valley, Waterloo), Plattsmouth, Silver City, IA, Tabor, IA, Treynor, IA, Underwood, IA, Yutan
Big Springs	Brule, Ogallala
Bridgeport	N/A
Broken Bow	N/A
Cairo	Grand Island, Wood River
Central City	Archer, Hordville
Chadron	Crawford, Whitney

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SECTION 6. LOCAL SERVICE AREAS AND EXCHANGES (Cont'd)

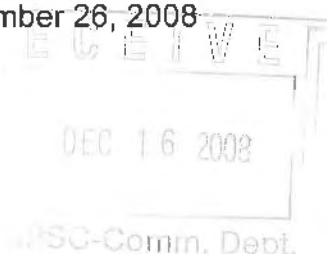
6.2 Local Calling Areas (Cont'd)

<u>Exchange</u>	<u>Local Calling Areas</u>
Clarkson	N/A
Crawford	Chadron, Harrison, Whitney
Creston	Columbus, Humphrey
Dakota City	Homer, South Sioux City, Sioux City, IA
Elkhorn	Arlington, Blair, Carson, IA, Council Bluffs, IA, Crescent, IA, Ft. Calhoun, Glenwood, IA, Fremont, Kennard, Louisville, Macedonia, IA, Minden, IA, Mineola, IA, Missouri Valley, IA, Murray, Neola, IA, Oakland, IA, Omaha (including Bennington, Carter Lake, IA, Gretna, Springfield, Valley, Waterloo), Plattsmouth, Silver City, IA, Tabor, IA, Treynor, IA, Underwood, IA, Yutan
Elwood	Lexington
Emerson	N/A
Farwell	Dannebrog, Elba, St. Paul
Fremont	Arlington, Blair, Ft. Calhoun, Kennard, Omaha (including Bennington, Carter Lake, IA, Elkhorn, Gretna, Springfield, Valley, Waterloo), Yutan
Fullerton	Belgrade
Gothenberg	N/A

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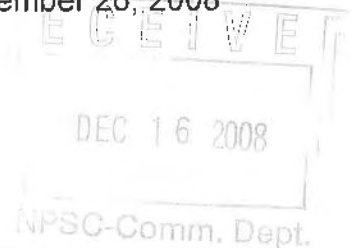
SECTION 6. LOCAL SERVICE AREAS AND EXCHANGES (Cont'd)**6.2 Local Calling Areas (Cont'd)**

<u>Exchange</u>	<u>Local Calling Areas</u>
Grand Island	Cairo, St. Libory, Wood River, Chapman, Doniphan, Phillips
Gretna	Arlington, Blair, Carson, IA, Council Bluffs, IA, Crescent, IA, Ft. Calhoun, Fremont, Glenwood, IA, Kennard, Louisville, Macedonia, IA, Minden, IA, Mineola, IA, Missouri Valley, IA, Murray, Neola, IA, Oakland, IA, Omaha (including Bennington, Carter Lake, IA, Elkhorn, Springfield, Valley, Waterloo), Plattsmouth, Silver City, IA, Tabor, IA, Treynor, IA, Underwood, IA, Yutan
Harrison	Crawford, Whitney
Holdrege	Atlanta, Funk, Loomis, Bertrand
Homer	Dakota City, South Sioux City
Howells	N/A
Humphrey	Creston, Lindsay
Laural	N/A
Lexington	Elwood, Overton
Loup City	Ashton
Lyons	Decatur, Oakland, Tekamah
McCook	Culbertson
Minden	Axtell, Norman, Heartwell Missouri Valley, IA
Norfolk	Battle Creek, Madison
North Platte	N/A

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SECTION 6. LOCAL SERVICE AREAS AND EXCHANGES (Cont'd)**6.2 Local Calling Areas (Cont'd)**

<u>Exchange</u>	<u>Additional Local Calling Exchanges</u>
Oakland	Lyons, Tekamah, West Point
Ogallala	Brule, Big Springs
Omaha	Arlington, Bennington, Blair, Carter Lake, IA, Council Bluffs, IA, (including - Carson, IA, Crescent, IA, Underwood, IA), Elkhorn, Ft. Calhoun, Fremont, Glenwood, IA, Gretna, Kennard, Louisville, Macedonia, IA, Minden, IA, Mineola, IA, Missouri Valley, IA, Murray, Neola, IA, Oakland, IA, Plattsmouth, Silver City, IA, Springfield, Tabor, IA, Treynor, IA, Yutan, Valley, Waterloo
O'Neill	Atkinson, Bristow, Butte, Chambers, Inman, Page, Spencer, Stuart
Oxford	Edison
Pender	N/A
Pilger	N/A
Randolph	N/A
St. Libory	Grand Island, St. Paul
St. Paul	Boelus, Cotesfield, Dannebrogk, Elba, Farwell, St. Libory
Schuyler	N/A

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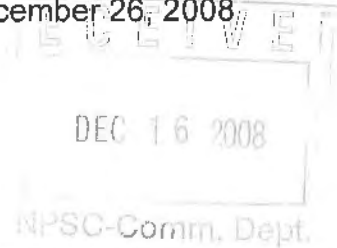
6.2 Local Calling Areas (Cont'd)

<u>Exchange</u>	<u>Additional Local Calling Exchanges</u>
Sidney	N/A
Silver Creek	N/A
So. Sioux City	Dakota City, Homer, Sioux City, IA
Springfield	Arlington, Blair, Carson, IA, Council Bluffs, IA, Crescent, IA, Ft. Calhoun, Fremont, Glenwood, IA, Kennard, Louisville, Macedonia, IA, Minden, IA, Mineola, IA, Missouri Valley, IA, Murray, Neola, IA, Oakland, IA, Omaha (including Bennington, Carter Lake, IA, Elkhorn, Gretna, Valley, Waterloo), Plattsmouth, Silver City, IA, Tabor, IA, Treynor, IA, Underwood, IA, Yutan
Tekamah	Decatur, Lyons, Oakland
Valentine	Crookston, Cody, Kilgore, Wood Lake
Valley	Arlington, Blair, Carson, IA, Council Bluffs, IA, Crescent, IA, Ft. Calhoun, Fremont, Glenwood, IA, Kennard, Louisville, Macedonia, IA, Minden, IA, Mineola, IA, Missouri Valley, IA, Murray, Neola, IA, Oakland, IA, Omaha (including Bennington, Carter Lake, IA, Elkhorn, Gretna, Springfield, Waterloo), Plattsmouth, Silver City, IA, Tabor, IA, Treynor, IA, Underwood, IA, Yutan
Wakefield	N/A
Wayne	N/A

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SECTION 6. LOCAL SERVICE AREAS AND EXCHANGES (Cont'd)

6.2 Local Calling Areas (Cont'd)

Waterloo	Arlington, Blair, Carson, IA, Council Bluffs, IA, Crescent, IA, Ft. Calhoun, Fremont, Glenwood, IA, Kennard, Louisville, Macedonia, IA, Minden, IA, Mineola, IA, Missouri Valley, IA, Murray, Neola, IA, Oakland, IA, Omaha (including Bennington, Carter Lake, IA, Elkhorn, Gretna, Springfield, Valley), Plattsmouth, Silver City, IA, Tabor, IA, Treynor, IA, Underwood, IA, Yutan
West Point	N/A
Whitney	Chadron, Crawford, Harrison
Wood River	Cairo, Grand Island

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