Domestic Intrastate Telecommunications Services

Regulations, rates and charges applicable to Domestic Intrastate Communications Services furnished by Midstates Data Transport LLC

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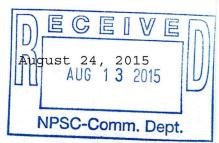
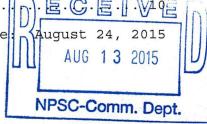


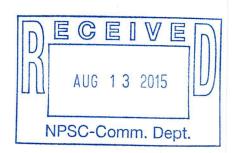
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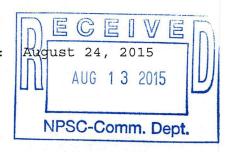
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EXPLANATION OF SYMBOLS

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

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1. GENERAL REGULATIONS

1.1. Application of Catalog

This Catalog contains regulations, rates and charges applicable to the provision of Special Access, High Capacity, Optical Carrier, Direct Internet Access, and Ethernet Transport Services and other miscellaneous services, hereinafter referred to collectively as Services. These Services are provided to customers by Midstates Data Transport LLC hereinafter referred to as the Company. This Catalog also contains Access Ordering regulations and charges that are applicable when these Services are ordered or modified by the customer. The provisions of this Catalog apply to intrastate intraLATA and interLATA access services. The regulations, rates and charges contained herein are in addition to the applicable regulations, rates and charges specified in other rate lists and/or catalogs of the Company.

1.2. Undertaking of the Company

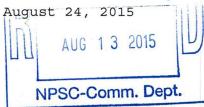
- A. Subject to the terms of this Catalog, the Company will furnish facilities and communications between specified locations continuously (24 hours per day, 7 days per week).
- B. The facilities of the Company will be available as soon as practicable upon receipt of an order. Interconnection of the Company's facilities with the facilities of other duly authorized companies will be permitted.
- C. The Company will provide Services at its discretion, dependent upon its ability to procure, construct, and maintain facilities which are required to meet the customer's order for Services. The Company will make all reasonable efforts to secure necessary facilities, provided such facilities will not adversely affect the Company's present facilities and Services and provided customer demand warrants the Services offering.

1.3. Liability of the Company

A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing Services, circuits, or other facilities and not caused by the negligence of the customer shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of Services during which such mistake, omission, interruption, delay, error

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or defect in transmission occurs. Such liability does not include avoidable damage to the customer's premises.

- B. The Company is not liable for any act or omission of other companies furnishing a portion of the Services.
- C. The Company is not liable for any defacement of or damage to the premises of a customer or authorized user resulting from the attachment of the Company's instruments, apparatus and associated wiring 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.

1.4. Use of Services

Neither customers nor their authorized users may use the Services furnished by the Company for any unlawful purpose.

1.5. Payment of Charges

- A. For billing of charges, Services are considered to be established on the day following the day on which the Company notifies the customer of completion of installation and testing of the Company's circuits and equipment.
- B. All recurring charges which are determinable in advance, including minimum charges, may be billed a month in advance for Services or in the current month and reflect the rates in effect as of the date of the invoice.

 Installation and other nonrecurring charges are payable on demand by the Company.

1.6. Minimum Services Period

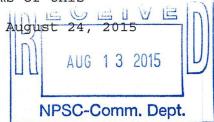
A minimum period for Services will be one month (30 days) for all Services except where special construction is required.

1.7. Discontinuance of Services

A. Customer may cancel Services following the Company's acceptance of the applicable customer order and prior to the customer commit date upon prior written notice to the Company (in a form reasonably requested by the Company). In the event that customer does so cancel, or in the event that the delivery of such Services is cancelled by the Company prior to delivery of a notice of completion due to a failure of customer to comply with the terms of this

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Catalog or any customer order, customer shall pay the Company a cancellation charge as specified in the relevant Services schedule that is a part of the contract for each Services. Customer's right to cancel any particular Services under this Section 1.7.A shall automatically expire and shall no longer apply upon the Company's delivery to customer of a notice of completion for such Services.

B. In addition to customer's right of cancellation under Section 1.7.A above, customer may, at any time after the notice of completion has been delivered and prior to the expiration of the Services term, terminate Services upon thirty (30) days' prior written notice to the Company. In the event that customer does so terminate, or in the event that the delivery of Services is terminated by the Company during such period due to a failure of customer to comply with the terms of this Catalog or any customer order, customer shall pay the Company a termination charge as specified in the relevant Services schedule that is a part of the contract for each Services.

1.8. Cancellation for Cause

The Company, by written notice to the customer, may immediately cancel the application for or discontinue Services to the customer without incurring liability for any of the following reasons:

- Nonpayment of any sum due to the Company for Services more than 30 days beyond the due date;
- Use of Services in a fraudulent or suspected fraudulent manner;
- A violation of or failure to comply with any regulation governing the furnishing of Services; or
- An order of the court or other government authority having jurisdiction which prohibits the Company from providing Services.

1.9. Ownership of Facilities

Title to all facilities provided by the Company in accordance with these regulations remains with the Company.

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1.10. Special Construction

All rates and charges quoted in this Catalog provide for the furnishing of Services or circuits when suitable facilities are available or where the construction of the necessary facilities does not involve unusual costs. Special construction is involved when one or more of the following conditions are present:

- Facilities are not available and the customer requests that the Company construct the facilities and where no other use for the facilities exists;
- At the request of the customer, the Company constructs facilities of a type other than that which the Company would otherwise utilize to provide Services for the customer;
- At the request of the customer, the Company constructs and routes facilities differently than normal, in order to meet the need of the customer;
- At the request of the customer, the Company constructs a greater quantity of facilities than that which the Company otherwise constructed in order to meet the customer's initial requirements for Services;
- When the Company expedites construction of facilities at a greater expense than would other be incurred; and
- When the facilities are not available and the customer requests that the Company construct temporary facilities during the time permanent facilities are under construction.

Special construction charges will vary, depending on the circumstance of each case.

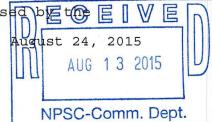
1.11. Obligations of the Customer

The customer shall be responsible for the following:

- Establishing their identity in the course of communication as often as necessary;
- Establishing the identity of the person(s) with whom connection is made at the called customer line(s);

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negligence or willful act of the customer or authorized users;

- Provision of suitable commercial power, outlets, housing, heat, light and conduit required for the operation of Company facilities on the customer's premises or grounds;
- Obtaining permission for Company employees or agents to enter premises of customer or authorized users;
- Making the Company's facilities available for periodic maintenance at a time agreeable to both the Company and the customer;
- Protecting Company facilities located on the premises or grounds of the customer;
- Making timely payment of invoices rendered by the Company for the Services provided to customer; and
- Complying with all laws, rules and regulations applicable to the Services.

1.12. Credit Allowances for Interruption

- A. Services are interrupted when unusable to the customer because of a failure of a facility component used to furnish Services under this Catalog. An interruption period starts when inoperative Services are reported to the Company and ends when the Services are operative. In case of an interruption to any Services, allowance for the period of interruption shall be provided, except in the following situations:
 - Interruptions caused by the negligence of the customer or others authorized by the customer to use the customer's Services;
 - Interruptions due to the failure of power, equipment, systems or connections not provided by the Company;
 - Interruptions during any period in which the Company is not afforded access to the customer's premises where the Services are terminated;

- Interruptions during any period when the customer or authorized user has released Services for maintenance or rearrangement purposes;

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- Interruptions which continue because of the customer's failure to authorize replacement of any element of special construction. The period for which credit is not allowed begins on the seventh day after the customer receives the Company's written notice of the need for such replacement. It ends on the day after receipt of the customer's written authorization for such replacement;
- Interruptions during periods when the customer elects not to release the Services for testing and/or repair; and
- Interruptions not reported to the Company.
- B. High Capacity Services will be considered to be interrupted when 1) there has been a loss of continuity on the local circuit service, or 2) 300 or more seconds of transmission containing errors occur in a 15 minute period.

1.13. $\underline{\text{Additional Regulations}}$ and $\underline{\text{Requirements Applicable to the}}$ Services

The contract or contracts entered into between the customer and the Company may contain additional regulations and requirements applicable to the Services. Such contractual terms shall be binding upon the Company and customer, and shall be incorporated herein for purposes of applying this Catalog and implementing the contract requirements. To the extent that there is a conflict between the terms of this Catalog and any individual customer contract, the terms of the Catalog shall be controlling.

2. HIGH CAPACITY SERVICES

2.1. Description

A High Capacity circuit is a circuit for the transmission of nominal 1.5444, 3.152, 6.132, or 44.736 Mbps asynchronous serial data. The actual bit rate is a function of the circuit interface selected by the customer. High Capacity Services may be furnished between customer's premises and a Point of Presence (POP) or hut that houses the Company's transmission equipment, between two customer premises, or solely as an access coordination function. The customer is responsible for providing circuit service unit functionality at each local circuit service termination on the customer's premises. Chigh

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Midstates Data Transport LLC 85250 549 Ave. Pierce, Nebraska 68767 August 24, 2015 AUG 1 3 2015 NPSC-Comm. Dept. Capacity Service is suitable for the transmission of voice, data, or any other application required by the customer which utilizes digital signals within the specified transmission parameters of the local circuit.

2.2. Terms and Conditions

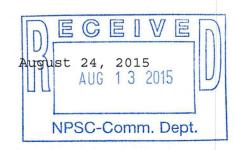
- A. High Capacity Service is available only on a two-point basis, 24 hours per day, 7 days a week.
- B. High Capacity Service can only be provided from a POP or hut equipped with the Company's transmission equipment and is subject to the technical limitations of the transmission equipment used by the Company.
- C. The Company's transmission equipment or facilities may be equipped for digital transmission to accommodate a customer request. Special construction charges may apply depending on the circumstances of the case.
- D. Allowance for interruption will be provided as specified in Section 1 preceding.
- E. Rates and charges are listed in Section 9 of this Catalog.
 - 3. OPTICAL CARRIER (OC) SERVICE

3.1. Description

Optical Carrier (OC) Service is a circuit for the transmission of nominal 155.52 Mbps or 622.08 Mbps carried on a Synchronous Optical Networking (SONET) fiber optic network. The actual bit rate is a function of the circuit interface selected by the customer. OC Service may be furnished between customer's premises and a Point of Presence (POP) or hut that houses Company's transmission equipment, between two customer premises, or solely as an access coordination function. The customer is responsible for providing circuit service unit functionality at each local circuit service termination on the customer's premises. OC Service is suitable for the transmission of voice, data, or any other application required by the customer which utilizes digital signals within the specified transmission parameters of the local circuit.

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3.2. Terms and Conditions

- A. OC Service is available only on a two-point basis, 24 hours per day, 7 days a week.
- B. OC Service can only be provided from a POP or hut equipped with the Company's transmission equipment and is subject to the technical limitations of the transmission equipment used by the Company.
- C. The Company's transmission equipment or facilities may be equipped for Optical Carrier transmission to accommodate a customer request. Special construction charges may apply depending on the circumstances of the case.
- D. Allowance for Interruption will be provided as specified in Section 1 preceding.
- E. Rates and charges are listed in Section 9 of this Catalog.
 - 4. DIRECT INTERNET ACCESS SERVICE

4.1. Description

Direct Internet Access Service provides the customer with transport for customer's Internet traffic to banked/paired routers on the Company's network. The actual bandwidth rate is a function of the customer's selection. Dedicated Internet Access Service is furnished between customer's premises and a Point of Presence (POP) or hut that houses the Company's transmission equipment. The customer is responsible for providing functionality at each local termination on the customer's premises. Internet Access Service is suitable for connecting to the Internet backbone and the transmission of data to and from another location over the Internet.

4.2. Terms and Conditions

- A. Direct Internet Access Service is available only on a two-point basis, 24 hours per day, 7 days a week.
- B. Direct Internet Access Service can only be provided from a POP or hut equipped with the Company's transmission equipment and is subject to the technical limitations of the transmission equipment used by the Company.
- C. The Company's transmission equipment or facilities may be

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equipped for digital transmission to accommodate a customer request. Special construction charges may apply depending on the circumstances of the case.

- D. Allowance for interruption will be provided as specified in Section 1 preceding.
- E. Rates and charges are listed in Section 9 of this Catalog.

5. ETHERNET TRANSPORT SERVICE

5.1. Description

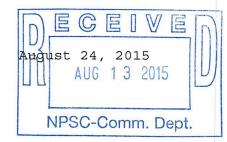
Ethernet Transport Service is an arrangement for connecting computers and/or site backbones into a local area network (LAN) or to a wide area network (WAN) where systems are separated geographically. The actual bandwidth rate is a function of the customer's selection. Ethernet Transport Service is furnished between customer's premises and a Point of Presence (POP) or hut that houses the Company's transmission equipment. The customer is responsible for providing functionality at each local termination on the customer's premises.

5.2. Terms and Conditions

- A. Ethernet Transport Service is available only on a two-point basis, 24 hours per day, 7 days a week.
- B. Ethernet Transport Service can only be provided from a POP or hut equipped with the Company's transmission equipment and is subject to the technical limitations of the transmission equipment used by the Company.
- C. The Company's transmission equipment or facilities may be equipped for Ethernet Transport to accommodate a customer request. Special construction charges may apply depending on the circumstances of the case.
- D. Allowance for interruption will be provided as specified in Section 1 preceding.
- E. Rates and charges are listed in Section 9 of this Catalog.

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6. ACCESS ORDERING

6.1. General

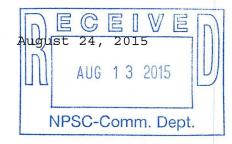
- A. This section sets forth the regulations and order-related charges for Services set forth in other sections of this Catalog. Order-related charges are in addition to other applicable charges for the Services.
- B. An Access Order is an order to provide the customer with Special Access or Access Related Service or to provide changes to existing Services.
- C. The regulations, rates and charges for special construction are set forth in Section 8 of this Catalog and are in addition to the regulations, rates and charges specified in this section.
- D. A customer may order any number of Services of the same type and within the same premises on a single Access Order. All details for Services for a particular order must be identical except those for multipoint service.
- E. The customer shall provide the Company with reasonably required order information, and in addition the customer must also provide:
 - Customer name and premises address(es).
 - Billing name and address (when different from customer name and address).
 - Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

6.2. Ordering Requirements

- A. Ordering Services. When placing an order for Services the customer must specify:
 - The customer designated premises involved,
 - Type of Services (e.g., high capacity, DS1, DS3, OC3, or OC12 Transport, Internet Access, Ethernet Transport, etc.),
 - The circuit interface(s),
 - Technical specification package,

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- The traffic carried on the circuit consists of less than ten percent interstate traffic.

7. SPECIAL ACCESS SERVICE

7.1. General

The Company's provision of Special Access Service is offered primarily for a customer's data service needs and is a point to point service based on available Company's facilities. The Company's Special Access Service provides options to the customer with respect to the transport of the customer's data through various maximum bandwidth circuit options of the customer's choosing. Bandwidth speeds are not guaranteed by the Company. The customer is solely responsible for the data service that it provides via the Company's special access circuits.

A. Circuit Types

Following is a brief description of each type of Special Access Service circuit.

High Capacity - a circuit for the transmission of isochronous serial digital data at speeds of 1.544, 3.152, 6.312 and 44.736 Mbps.

OC3, OC12, OC48, OC192 - a network line with transmission speeds of 155.52, 622.08, 2488.33 and 9953.28 Mbps, respectively.

Direct Internet Access - a service which provides the customer with an access point to the Internet.

Ethernet Transport Service - an arrangement for connecting computers and/or site backbone transport facilities to a LAN or a WAN.

For the purposes of ordering, there are four categories of Special Access Service:

Service Designator Codes

High Capacity	HC
OC transmission	OC
Direct Internet Access	IA
Ethernet Transport	ET

Each of the Services consists of a basic circuit to which technical specifications package circuit interfaces Care | V |

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added to construct the Services desired by the customer.

Customized technical specifications packages will be provided where technically feasible. If the Company determines that the requested parameter specifications are not compatible, the customer will be advised and allowed to change the order.

7.2. Types of Rates and Charges

There are two types of rates and charges. These are monthly rates and nonrecurring charges. The rates and charges are described as follows:

A. Monthly Rates

Monthly rates are recurring rates that apply each month or fraction thereof that a Special Access Service is provided. For billing purposes, each month is considered to have 30 days.

B. Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for Special Access Service are installation of Special Access Service, installation of optional features and functions, and service rearrangements. These charges are in addition to the Access Order Charge, as specified in Section 9 following.

(1) Installation of Services

Nonrecurring charges apply to each of the Services installed. The nonrecurring charges for the installation of each of the Services are set for each circuit.

(2) Services Rearrangements

Services rearrangements are changes to existing (installed) Services. Such Services rearrangements may be administrative in nature or may involve an actual physical change to the Services.

Changes in the type of Services or Circuit Termination which result in a change of the minimum period requirement will be treated as a discontinuance of the W

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Services and an installation of a new Service.

Changes in ownership or transfer of responsibility from one customer to another will be treated as a discontinuance of the Services and an installation of new Service. In the event the change in ownership or transfer of responsibility does not interrupt use of or relocate facilities or arrangements, the change will be treated as an administrative change.

Administrative changes will be made without charge(s) to the customer. Administrative changes are as follows:

- Change of customer name,
- Change of customer or customer's end user premises address when the change of address is not a result of physical relocation of equipment,
- Change in billing data (name, address, or contact name or telephone number),
- Change of agency authorization,
- Change of customer circuit identification,
- Change of billing account number,
- Change of customer test line number,
- Change of customer or customer's end user contact name or telephone number, and
- Change of jurisdiction.

All other Services rearrangements will be charged as follows:

- If the change involves the addition of other customer designated premises to an existing Service, the nonrecurring charge for the Circuit termination rate element will apply. The charge(s) will apply only for the location(s) that is being added. The charge(s) will be in addition to an Access Order Charge as set forth in Section 9 following.

8. SPECIAL CONSTRUCTION

8.1. General

This section contains a description of the regulations, rates, charges and liabilities applicable for the special construction of facilities provided by the Company which are used to furnish intrastate access services.

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Special Construction is required when a customer requests service and one or more of the following conditions exist(s):

- The facilities to provide Services are not available and, at the request of the customer, the Company constructs facilities to provide the Services for the customer, and there is no other requirement for the facilities so constructed.
- At the request of the customer, the Company constructs facilities of a type other than that which they would normally furnish in order to provide Services for the customer.
- In order to comply with requirements specified by the customer, construction by the Company involves a routing of facilities other than that which they would normally utilize to provide Services for the customer.
- At the request of the customer, the Company constructs a greater quantity of facilities than that which the Company would otherwise construct in order to fulfill the customer's initial requirement for Services.
- The facilities to provide Services are not available and, at the request of the customer, the Company expedites construction of the facilities at greater expense than would otherwise be incurred.
- The facilities to provide Services are not available and, at the request of the customer, the Company constructs temporary facilities to provide Services for the period during which the permanent facilities are under construction.

8.2. Regulations

When special construction of facilities is required, the following regulations shall apply.

A. Ownership of Facilities

The Company shall retain ownership of all specially constructed facilities which it provides.

B. Interval to Provide Facilities

Based on available information and the type of Services ordered, the Company will establish a completion date for the company will establish a co

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the specially-constructed facilities. If circumstances beyond the Company's control force the completion date to be rescheduled, the Company will work with the customer to establish a new completion date.

- C. Payments for Special Construction
 - (1) Payment of Charges

All bills are due 30 days after the bill date unless otherwise provided in the Services contract between customer and the Company and are payable in immediately available funds.

(2) Late Payment Penalties

Past due amounts shall accrue interest at a rate of 1.5% per Month (or the highest rate allowed by law, whichever is less) beginning from the date first due until paid in full.

(3) Billing Disputes Resolved in Favor of the Company

Late payment charges will apply to amounts withheld pending settlement of the dispute. Late payment charges are calculated as set forth in (2) preceding except that when the customer disputes the bill on or before the payment date and pays the undisputed amount on or before the payment date, the penalty interest period shall not begin until 10 days following the payment date.

(4) Billing Disputes Resolved in Favor of the Customer

If the customer pays the total billed amount and disputes all or part of the amount, the Company will refund any overpayment. In addition, the Company will pay to the customer penalty interest on the overpayment. When a claim is filed within 90 days of the due date, the penalty interest period shall begin on the payment date. When a claim is filed more than 90 days after the due date, the penalty interest period shall begin from the date of the claim or the date of overpayment, whichever is later.

The penalty interest period shall end on the date that the Company actually refunds the overpayment to the customer. The penalty interest rate shall be the lesser of:

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- (a) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the first date to and including the last date of the period involved, or
- 0.000292 per day, compounded daily for the number of days from the first date to and including the last date of the period involved.

(5)Partial Payments

For special construction projects requiring a construction period longer than one month, the Company will require partial payments. The partial payment amounts will be determined by dividing the estimated total nonrecurring charge for the special construction project by the number of months between the time when the special construction begins and the completion date. Partial payments may not exceed the total nonrecurring charge for the special construction project. Partial payments will be billed monthly, and payment will be due 30 days after the bill date. If any partial payment is not received by the due date the Company will immediately cease all work on the special construction project, and cancellation charges will apply as specified below.

D. Charges for Special Construction

(1)General

This section describes the various charges that may apply when the Company provides special construction of facilities in accordance with an order for service. Written approval of all charges must be provided to the Company prior to the start of construction.

Development of Charges (2)

> Special construction charges will be developed based on estimated costs. These estimates will be adjusted and an appropriate charge or credit determined upon project completion, on an individual case basis.

(3)Types of Charges

Depending on the specifics associated with each [[

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individual case, one or more of the following special construction charges may be applicable:

(a) Nonrecurring Charge

A nonrecurring charge always applies and includes one or more of the following components:

(i) Case Preparation Charge

A nonrecurring charge always includes a case preparation charge component to cover the administrative expenses associated with preparing a special construction case.

(ii) Construction Charge

A construction charge will be applied to recover all direct labor and material costs required to complete the special construction project, along with overhead loadings which are developed according to standard Company policies.

(iii) Replacement Charge

If any portion of specially constructed facilities requires replacement involving capital investment, a replacement charge will apply. This charge will be the installed cost of the replaced specially constructed facilities. If any portion of the specially constructed facilities fails, service will not be restored until notification is provided in writing that replacement is required and such replacement is ordered.

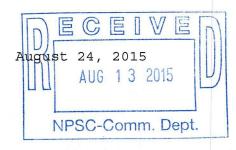
(iv) Rearrangement Charge

If the Company is requested to rearrange existing specially constructed facilities, a nonrecurring charge equal to the cost of any additional special construction will apply.

(b) Lease Charge

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A lease charge applies when the Company leases equipment in order to meet service requirements. The amount of the charge is equal to the net added cost to the Company caused by the lease.

(c) Cancellation Charge

If a service order with which special construction is associated is cancelled prior to the start of service, a cancellation charge equal to the costs incurred by the Company, less estimated net salvage value will apply. Such costs include the non-recoverable cost of equipment and material ordered, provided or used; plus the non-recoverable cost of installation and removal, including the costs of engineering, labor, supervision, transportation, and rights-of-way; and other associated costs incurred by the Company up to and including the time of cancellation.

8.3. Additional Regulations and Requirements

The contract or contracts entered into between the customer and the Company may contain additional regulations and requirements applicable to the Services. Such contractual terms shall be binding upon the Company and customer, and shall be incorporated herein for purposes of applying this Catalog and implementing the contract requirements. To the extent that there is a conflict between the terms of this Catalog and any individual customer contract, the terms of the Catalog shall be controlling.

9. RATES AND CHARGES

9.1. Special Access Services

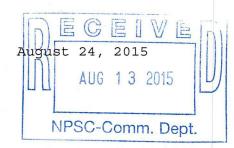
A. High Capacity Service

Regulations concerning High Capacity Service are set forth in Section 2.

	Contract or Monthly	Nonrecurring each Ckt.
(1) Circuit Termination	ICB	ICB
Per Termination		
- DS1 1.544 Mbps	ICB	ICB
- DS1C 3.152 Mbps	ICB	ICB

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Midstates Data Transport LLC Access Services Catalog

- Capacity of 1 DS3 44.736 Mbps Interface Per DS3 Circuit Installed

ICB

ICB

- Capacity of 3 DS3 44.736 Mbps Interface Per DS3 Circuit

Interface

ICB

ICB

-Per DS3

ICB

- Capacity of 6 DS3 44.736 Mbps Interface Per DS3 Circuit

Interface

ICB

ICB

-Per DS3

ICB

- Capacity of 12 DS3 44.736 Mbps Interface Per DS3 Circuit

Interface

ICB

ICB

-Per DS3

ICB

(2)

Term Discounts for Optical Carrier Service are available for:

36 months

ICB

48 months

ICB

60 months

ICB

Non-recurring charges for installation, port charges, and off-net charges (if any) shall be set forth in customer's contract with the Company.

В. Optical Carrier Service

Regulations concerning Optical Carrier Service are set forth in Section 3.

> Contract or Monthly

Nonrecurring each Ckt.

ICB

OC-1

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OC-3	ICB	ICB
OC-3c	ICB	ICB
OC-12	ICB	ICB
OC-48 OC-192	ICB ICB	ICB ICB

Term Discounts for Optical Carrier Service are available for:

36	months			IC	В
48	months			IC	В
60	months			IC	В

Non-recurring charges for installation, port charges, and off-net charges (if any) shall be set forth in customer's contract with the Company.

C. Direct Internet Access Service

Regulations concerning Direct Internet Access Service are set forth in Section 4.

	Contract or	Nonrecurring
	Monthly	each Ckt.
10 Mbps	ICB	ICB
Up to 10 Gbps	ICB	ICB

Term Discounts for Direct Internet Access Service are available for:

36	months	ICB
48	months	ICB
60	months	ICB

Non-recurring charges for installation, port charges, and off-net charges (if any) shall be set forth in customer's contract with the Company.

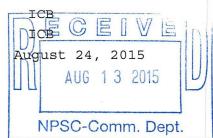
D. Ethernet Transport Service

Regulations concerning Ethernet Transport Service are set forth in Section 5.

	Contract or	Nonrecurring
	Monthly	each Ckt.
Fast Ethernet	ICB	ICB

Gigabit Ethernet ICB
10 Gigabit Ethernet ICB

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Term Discounts for Ethernet Transport Service are available for:

36 months ICB
48 months ICB
60 months ICB

Non-recurring charges for installation, port charges, and off-net charges (if any) shall be set forth in customer's contract with the Company.

E. Optional Rate Plan Availability

Customer may elect to be billed based on a committed data rate or at a fixed rate. The manner of billing selected will be set forth in each customer order which shall be a part of customer's contract with the Company.

9.2. Other Services

A. Access Ordering

Charge

(1) Access Order Charges Described in Section 6

Per Order ICB

(2) Service Date Change Charge

A Service Date Change Charge will apply, on a per order per occurrence basis, for each Service date changed. The Access Order Charge as specified above does not apply.

-Service Date Change Charge Per Order

(3) Design Change Charge

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring design change.

-Design Change Charge Per Order

ICB

ICB

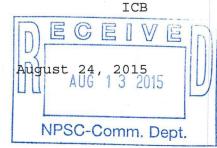
(4) Miscellaneous Service Order Charge

Per Occurrence

B. Additional Engineering

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C.

	Each I Hour or Fract	
Addit	ional Engineering Periods The	reof
(1)	Basic Time per engineer, normally scheduled working hours	ICB
(2)	Overtime per engineer, outside of normally scheduled working hours	ICB
(3)	Premium Time, outside of scheduled work day, per engineer	ICB
Addit	ional Labor	
Addit	ional Labor Periods	
(1)	Installation or Repair	
	 Overtime, outside of normally scheduled working hours on a scheduled workday Per Technician* 	ICB
	- Premium Time, outside of scheduled work day Per Technician*	ICB
(2)	Stand by - Basic time, normally scheduled working hours Per Technician	ICB
	 Overtime, outside of normally scheduled working hours on a scheduled work day Per Technician* 	ICB

* A call out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

- Premium Time, outside of scheduled

Each Half Hour or Fraction Thereof

ICB

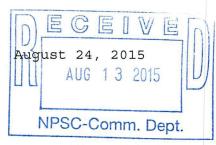
(3) Testing and Maintenance with other Telephone Companies, or Other Labor

work day Per Technician*

- Basic Time per technician, normally

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scheduled working hours

ICB

ICB

 Overtime per technician outside of normally scheduled working hours on a work day*

ICB

ICB

- Premium Time per technician, outside of scheduled work day*

ICB

ICB

* A call out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

Miscellaneous Services

(1) Additional Cooperative Acceptance Testing - Special Access

Each Half Hour Or Fraction $\frac{\text{Thereof}}{\text{See the rates for}}$

Testing Periods
Basic Time, Overtime*
And Premium Time*

(2) Additional Manual Testing - Special Access

Each Half Hour Or Fraction

Testing Periods
Basic Time, Overtime*
And Premium Time*

Thereof
See the rates for
Additional Labor.

Additional Labor.

- * A call out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.
 - (3) Maintenance of Services

Each Half Hour Or Fraction

Maintenance of Services Periods

Thereof

Basic Time, Overtime*
And Premium Time*

See the rates for Additional Labor.

* A call out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

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