
LOCAL EXCHANGE SERVICES

This tariff West Telecom Services, LLC Oklahoma Tariff No. 4 replaces Hypercube Telecom, LLC Oklahoma Tariff No. 1 currently on file with the Commission in its entirety due to Company name change.

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO END-USER

TELECOMMUNICATIONS SERVICES WITHIN
THE STATE OF OKLAHOMA

This tariff contains the description, regulations and rates for the furnishing of intrastate facilities-based and resold local telecommunications services provided by West Telecom Services, LLC throughout the State of Oklahoma. The Company's principal offices are located at: 3200 West Pleasant Run Road, Suite 300, Lancaster, Texas 75146. This applies for service furnished within the State of Oklahoma.

LOCAL EXCHANGE SERVICES

CHECK SHEET

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

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* - indicates pages included with this filing

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CHECK SHEET, (CONT'D.)

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LOCAL EXCHANGE SERVICES

SYMBOLS

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

- (AT) - means addition to text
- (C) - means correction
- (CP) - means change in practice
- (CR) - means change in rate
- (CT) - means change in text
- (DR) - means discontinued rate
- (FC) - means change in format lettering or numbering
- (MT) - means moved text
- (NR) - means new rate
- (RT) - means removal of text

In addition to symbols for changes, each provision or rate element changed will contain a vertical line which will clearly show the exact number of lines being changed.

LOCAL EXCHANGE SERVICES

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 pages 4 and 5 would be 4.1.
- 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 4 cancels the 3rd revised Page 4.
- C. Paragraph Numbering Sequence - There are five levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.(A)
 - 2.1.1.(A).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. All revisions made in a given filing are designated by an asterisk (*). 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 sheets.) 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.

LOCAL EXCHANGE SERVICES

APPLICABILITY OF TARIFF

This tariff contains the description of the services offered, the terms and conditions under which each of the services are provided and all effective rates and charges applicable to the furnishing of intrastate end-user telecommunications services of the Company within the State of Oklahoma. Only those services, terms and conditions and rates and charges approved by the Oklahoma Corporation Commission and contained in this tariff may be provided to Customers within the State. Filed tariffs are binding on the Company and no deviation of any kind from the filed tariff is permitted.

ACCESSIBILITY OF TARIFF

This tariff is on file with the Oklahoma Corporation Commission and the Company's principal place of business:

West Telecom Services, LLC
3200 West Pleasant Run Road, Suite 300
Lancaster, Texas 75146

These tariffs are available for viewing, during normal business hours, at the Commission or the Company's principal place of business. Additionally, copies are available upon request, free of charge, by contacting the Company at (866) 905-1735.

LOCAL EXCHANGE SERVICES

DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Abbreviated Dialing: Permits lines within a Customer's terminal group to place calls within the group using 1 to 7 digits.

Account Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Advance Payment: Part or all of a payment required before the start of service.

Automatic Callback Calling: Allows Customers to request an automatic callback upon receiving a busy signal. Caller may signal for dial tone and dial a feature code or press a feature button to request automatic callback facilities.

Automatic Number Identification (ANI): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Bit: The smallest unit of information in the binary system of notation.

Calling Name Delivery: Allows Customers to view the name and telephone number associated with an incoming call before answering the phone.

Call Back/Camp On: Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

Call Forwarding Station: Allows calls directed to a station line to be routed to a user defined line inside or outside the Customer's telephone system.

Call Forwarding System: Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the Customer's telephone system.

Call Forwarding Remote: This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

LOCAL EXCHANGE SERVICES

DEFINITIONS, (CONT'D.)

Call Forwarding Busy: Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Don't Answer: Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Variable Limited: When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

Call Forwarding Variable Unlimited: The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes on-hook.

Call Park: Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

Call Pickup: Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a Customer group.

Call Transfer: Allows a station line user to transfer any established call to another station line inside or outside the Customer group without the assistance of the attendant.

Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The service also provides a hold feature that is activated by a switchhook flash.

LOCAL EXCHANGE SERVICES

DEFINITIONS, (CONT'D.)

Communication Services: The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company: West Telecom Services, LLC, the issuer of this tariff.

Conference: Allows Customers to add additional parties to a call.

Customer or Subscriber: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dial Pulse (or "DP"): The pulse type employed by rotary dial station sets.

Dial 9 Access: Allows Customers to place calls outside their ClearStar Advantage system by dialing an access code (usually 9).

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, bypassing a central answering point.

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Do Not Disturb: Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

DSX-1 Panel: Distribution equipment used to terminate and administer DSI (1.544 Mbps) circuits.

Dual Tone Multi-Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service that provides for simultaneous transmission in both directions.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

LOCAL EXCHANGE SERVICES

DEFINITIONS, (CONT'D.)

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Joint User: A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Kbps: Kilobits per second, denotes thousands of bits per second.

Last Number Redial: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Exchange Carrier or ("LEC"): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Manual Exclusion: Restricts others from retrieving a put on hold or from breaking into a call. Applicable to ISDN centrex type services. Ensures privacy is automatically invoked whenever a Customer picks up the phone to place or answer a call.

Mbps: Megabits, denotes millions of bits per second.

Message Waiting Indication: Provides a lighted indicator (usually on a telephone set) that informs the Customer of a new message to be reviewed.

Multi-Frequency or ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Multi Site Abbreviated Dialing: Allows Customers to use abbreviated dialing capabilities among multiple locations.

LOCAL EXCHANGE SERVICES

DEFINITIONS, (CONT'D.)

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, that continue for the agreed upon duration of the service.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service that does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Speed Calling: Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is Customer-changeable.

System: Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Station: Allows a station line user to add, change or delete telephone numbers from a speed calling list. The list is dedicated to the individual station line user.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Uniform Call Distribution: Automatically distributes incoming calls, in the order of their arrival, to Customer telephone lines that have been idle the longest.

User or End User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

LOCAL EXCHANGE SERVICES

REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Oklahoma.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (Cont'd)

2.1.2 Shortage of Equipment or Facilities

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

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions

- (A) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (B) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (C) The must provide notice to affected end-users of any increased rate of a noncompetitive service at least twenty (20) days prior to implementation of said increase. Customer Notice of a rate increase shall comply with OAC 165:55-5-11(d).
- (D) The Company shall provide notice of affected residential Customers of any increased rate for a service determined to be competitive, prior to or concurrent with the effective rate increase. Customer Notice of a rate increase shall comply with OAC 165:55-5-11(e).
- (E) The Company will comply with the provisions of 165:55-13-10 - Minimum service standards.
- (F) The Company will match the WACP of its underlying providers in compliance with 165:55-13-10.1- Calling areas.
- (G) The Company will provide its Customers with and include pages in its tariffs for the Lifeline and Link Up programs in compliance with 165:55-13-14 - Lifeline service.

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions (Cont'd)

- (H) The Company will not impose a preferred carrier freeze on local exchange service. A preferred carrier freeze(s) prevents a change in an end-user's preferred carrier selection toll services unless the end-user gives the carrier from whom the freeze was requested his or her express consent. All local exchange carriers who offer preferred carrier freezes for toll services shall offer freezes on a nondiscriminatory basis to all end-users, regardless of the end-user's carrier selections. 165:55-19-1.7.
- (I) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- (J) Service may be terminated upon written notice to the Customer if:
 - (1) the Customer is using the service in violation of this tariff; or
 - (2) the Customer is using the service in violation of the law.
- (K) This tariff shall be interpreted and governed by the laws of the State of Oklahoma regardless of its choice of laws provision.
- (L) AT&T and its affiliated local telephone companies must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (M) To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company

- (A) The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

- (B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes, any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd)

- (C) The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- (D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- (E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnities and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd)

- (F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- (G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- (H) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced after the expiration of the applicable statute of limitations.
- (I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- (A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- (B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- (D) Equipment the Company provides or installs at the Customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provision of Equipment and Facilities (Cont'd)

- (E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

- (F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment.

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.7 Non-Routine Installation

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

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the Company would normally construct; (E) on an expedited basis;
- (E) on a temporary basis until permanent facilities are available;
- (F) involving abnormal costs; or
- (G) in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, agents or contractors.

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Oklahoma Corporation Commission regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) 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 premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General (Cont'd)

- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide communication services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company 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 (e.g. friable asbestos) prior to any construction or installation work;

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General (Cont'd)

- (F) 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 Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (A) any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, 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
- (B) any claim, loss, damage, expense or liability for 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, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.3.3 Third Party Charges

For the avoidance of doubt and notwithstanding any other provision in this tariff or other Customer service agreement or arrangement, including but not limited to Meet Point Billing arrangements, in addition to service charges imposed by the Company for the service, the Customer shall be responsible for and reimburse the Company for any and all charges, fees, assessments of any kind or nature, including but not limited to interstate and intrastate switched access charges, imposed by any third party (collectively "Third Party Charges") upon the Company relating to usage incurred by the Customer in connection with the services. The Customer hereby indemnifies the Company for all Third Party Charges and agrees to defend and hold the Company harmless for all damages, losses, claims or judgments arising out of any Third Party Charges.

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- (A) Terminal equipment on the User's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- (B) 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 the Company's 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.

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

- (A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communication services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (B) Communication services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- (C) Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- (D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an is "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

- (A) Upon suitable 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 Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

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

(A) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

1. All state and local sales taxes are listed as separate line items on the Customer's bill and are not included in the quoted rate(s)
2. Other taxes, charges and the regulatory assessment shall be identified in the aggregate on the Customer's bill and shall not be included in the quoted rate(s). Upon request, the Company shall furnish the Customer a breakdown of charges and the method of calculating fees and taxes.

(B) Telecommunications Service Relay Fee

Enables deaf, hard of hearing or speech impaired persons who use a Text Telephone (TT) or similar device to communicate freely with the hearing population not using TT, and vice versa. A Customer will be able to access the state provider to complete such calls. The recovery of the assessed amount will be by a monthly fee which shall be applied to each exchange access line and/or arrangement in addition to the monthly rate for basic exchange service.

The Company concurs in AT&T's Telecommunications Relay Services, as set forth in the AT&T General Exchange Tariff.

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service, (Cont'd.)

(C) Recovery of Oklahoma Universal Service Fund Contributions from Customers

1. General Regulations

- a. Contributions to the OUSF are assessed as a uniform percentage of the telecommunications carrier's total retail-billed intrastate telecommunications revenues for a 12 month period identified by the OUSF Administrator. This percentage is established under the oversight of the Oklahoma Corporation Commission.
- b. Pursuant to OAC 165:59-3-46, a telecommunications carrier may, at its option, recover the amount of its contributions to the Oklahoma Universal Service Fund (OUSF) from its retail Customers. Such recovery shall be made in a fair, equitable and nondiscriminatory manner.
- c. Recovery shall be assessed by either a recovery factor or flat recovery charge as described below.
- d. Recovery shall be based on the same retail revenues as those used for contribution purposes.

2. OUSF Recovery Factor

- a. Recovery of the OUSF contribution from retail Customers shall be a uniform monthly factor, which shall be applied to each retail Customer in addition to any other applicable rates and charges as provided for in the tariff. The OUSF Recovery Factor shall not exceed the currently approved Corporation Commission contribution factor.
- b. The results of such calculation(s) shall be rounded to the penny for the purpose of applying this amount to retail Customers' bills.
- c. The resulting OUSF recovery amount shall not be subject to state or local taxes or franchise fees.

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service, (Cont'd.)

C. Recovery of Oklahoma Universal Service Fund Contributions from Customers, (Cont'd.)

2. OUSF Recovery Factor, (Cont'd.)

d. If recovery is made pursuant to this tariff from the retail Customers, the amount resulting from the OUSF Recovery Factor will be listed as a separate line item on each Customer's bill to the extent the Company has the billing capability to do so.

e. Records shall be kept by the Company which reflect the OUSF contributions paid by the Company for each period along with all amounts recovered by the Company through the Recovery of the OUSF Contributions tariff. This information shall be made available to the Commission upon request.

3. Changes in the OUSF Recovery Factor

a. Changes to the OUSF Recovery Factor shall be made by notifying in writing the Director of the Public Utility Division. A replacement page reflecting the revised OUSF Recovery Factor to be included with this tariff shall be included with the notification letter.

b. The revised OUSF Recovery Factor shall not be billed to any retail Customer until such notification is received by the Director.

c. Revisions for over-recovery and/or under-recovery shall be made more than once every twelve (12) months, or one-time each quarter pursuant to any change of the OUSF contribution factor.

d. Oklahoma Universal Service Fund (OUSF) Recovery Factor

The percentage at which the OK USF Fee is assessed is subject to change to reflect the current OK Universal Service Fund contribution factor.

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LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges

- (A) Nonrecurring charges are due and payable from the Customer within 30 days after the invoice date, unless otherwise agreed to in advance.
- (B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within 30 days after the invoice date. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.
- (C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

Bills to end-users shall be issued monthly, unless the Company's approved terms and conditions of service prescribe a different interval. Bills may be issued on a billing cycle. All end-users shall receive their bills via the United States mail, unless the end-user agrees with the Company to receive a bill through different means, such as electronically via the Internet. Whatever the method of delivery, bills shall comply with OAC165:55-9-2.

- (E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds that are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by the lesser of the highest percentage allowable by the Oklahoma Corporation Commission or a late factor of 1.5% per month. The date after which the bill is past due shall be stated on the bill in compliance with OAC165-55-9-3.
- (F) If a check offered by a Customer for payment of service provided is dishonored, a returned check charge shall be applied in the amount of \$15.00.

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

- (G) Any objection to billed charges should be reported to the Company as soon as possible. Questions regarding the Company's services or charges assessed to a Customer's bill may be directed to the Company's Customer Service Department toll-free at (866) 905-1735. The Company shall investigate the particular case and report the results to the Customer. During the period that the disputed amount is under investigation, the Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, the Company may discontinue service. In the event the disputed charges are resolved, the Company shall inform the Customer that the Customer may utilize the complaint procedures of the Commission's Consumer Services Division. The Company shall provide the Customer with the following information:

Oklahoma Corporation Commission
Consumer Services Division
P.O. Box 52000-2000
Oklahoma City, Oklahoma 73152-2000
(405) 521-2331
(800) 522-8154

- (H) If service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.5 Payment Arrangements (Cont'd)

2.5.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. 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 and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required.

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.5 Payment Arrangements (Cont'd)

2.5.4 Denial or Termination of Service

- (A) Service may be refused or terminated for any of the following reasons:
1. Nonpayment of a bill within the period prescribed in the Company's tariff.
 2. Violation of or noncompliance with any provision of law, Commission rules and regulations or the Company's approved tariffs.
 3. Excessive or improper use of telecommunications services, or used in such manner as to interfere with reasonable service to other Customers.
 4. Interconnection of a device, line, or channel to the Company's facilities or equipment contrary to the Company's terms and conditions of service on file with and approved by the Commission.
 5. Excessive or improper use of telephone service, or use in such manner as to interfere with reasonable service to other end-users.
- (B) The Company shall provide documentation to the prospective Customer or current Customer stating the reason(s) for denial or termination of service.
- (C) Upon Customer's request to terminate local exchange services, Company shall inform the Customer of the Customer's responsibility to contact the Customer's interexchange provider regarding continuance or termination of such service from the interexchange provider.
- (D) When service to a Customer is disconnected for nonpayment of a bill for services, the Company shall give at least ten (10) days written notice to the Customer of the Company's intent to discontinue service. Notice shall be mailed by the Company to the Customer's address. Notice will be deemed given to the Customer three (3) days after mailing by the Company.

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.5 Payment Arrangements (Cont'd)

2.5.4 Denial or Termination of Service (Cont'd)

(E) Notices to the Customer shall contain the following information:

1. The words "Notice of Disconnection" or words with the same meaning, in print type larger than the print type on the notice text.
2. Name, address, and telephone number of Customer.
3. Statement of reason for proposed discontinuance of service.
4. The date on or after which service will discontinued unless appropriate action is taken.
5. The telephone number of the Company where the Customer may make an inquiry.
6. Charges for reconnection.
7. A statement that the Customer must contact the Company regarding the disconnection, prior to contacting the Commission's Consumer Services Division.
8. The address and telephone number of the Commission's Consumer Services Division.
9. The services that are being disconnected, whether local and/or toll, and if the service to be disconnected is local service, a statement that the Customer must also contact their interexchange provider if such Customer wishes to terminate such service in order to avoid incurring additional charges for such service.

(F) The Company shall not be required to give the written notice provided for in situations where the Company has evidence of fraudulent or illegal use of the Company's services, which if allowed to continue, would present a high risk of financial loss to the Company.

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.5 Payment Arrangements (Cont'd)

2.5.5 Cancellation of Application for Service

- (A) Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- (D) The special charges described in 2.5.5(A) through 2.5.5(C) will be calculated and applied on a case-by-case basis.

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.5 Payment Arrangements (Cont'd)

2.5.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- (B) For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

- (C) The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula:

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

"A" = outage time in hours

"B" = total monthly charge for affected facility, where applicable

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (A) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (C) interruptions due to the failure or malfunction of non-Company equipment;
- (D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (F) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- (G) interruption of service due to circumstances or causes beyond the control of Company.

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.3 Cancellation for Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.7 Use of Customer's Service by Others

2.7.1 Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons at the option of the Customer, subject to compliance with any applicable laws or Oklahoma Corporation Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.7.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.8 Cancellation of Service

2.8.1 If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.8.2 The Customer's termination liability for cancellation of service shall be equal to:

- (A) all unpaid nonrecurring charges reasonably expended by the Company to establish service to the Customer; plus
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- (C) all recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal , on the third business day following the date of cancellation; minus
- (D) a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.
- (E) the difference between a Customer's term rates and the month-to-month rates times the actual length of service, which will apply to new Customers effective May 13, 2000.

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.9 Transfers and Assignments

2.9.1 Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- (A) to any subsidiary, parent company or affiliate of the Company; or
- (B) pursuant to any sale or transfer of substantially all the assets of the Company; or
- (C) pursuant to any financing, merger or reorganization of the Company.

LOCAL EXCHANGE SERVICES

REGULATIONS, (CONT'D.)

2.10 Notices and Communications

- 2.10.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.10.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.10.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.10.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

LOCAL EXCHANGE SERVICES

APPLICATION OF RATES

3.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

3.2 Charges Based on Duration of Use

3.2.1 Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- (A) Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- (B) Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- (C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- (D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- (E) All times refer to local time.

LOCAL EXCHANGE SERVICES

APPLICATION OF RATES, (CONT'D.)

3.3 Rates Based Upon Distance

3.3.1 Where charges for a service are specified based upon distance, the following rules:

- (A) Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

LOCAL EXCHANGE SERVICES

APPLICATION OF RATES, (CONT'D.)

3.3 Rates Based Upon Distance (Cont'd)

3.3.1 (Cont'd)

(B) The airline distance between any two rate centers is determined as follows:

1. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center from the Bellcore Local Exchange Routing guide referenced in Section 3.3(A).
2. Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
3. Square each difference obtained in step (2) above.
4. Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.
5. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
6. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
7. FORMULA=

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

LOCAL EXCHANGE SERVICES

SERVICE AREAS

4.1 Exchange Access Service Areas

Exchange Access Service Areas (EASA) are provided (pursuant to Section 5.1) in limited geographic areas. Exchange Access Services bearing the following NPA-NXX designations are provided in the following areas:

<u>NPA-NXX</u>	<u>Geographic Areas In Which Full Service is Available¹</u>
Exchange Access NPA-NXXs And Boundaries Are To Be Determined.	

¹ Full service versions of the Company's Exchange Access Services will be provided to Customers at Customer premises located in these areas pursuant to this tariff to the extent that: (a) the Company has in place and available network facilities extending to such premises; or (b) the Customer's premises is served by the Company's wire center at which the Company maintains a collocation arrangement and is able to reasonably employ such arrangement to interconnect to unbundled exchange link facilities that the Company, in its sole discretion, judges to be of a type, grade, technical specification, quality and quantity sufficient to, and offered under conditions consistent with, the delivery of such services.

LOCAL EXCHANGE SERVICES

SERVICE AREAS, (CONT'D).

4.2 Calling Areas

Geographically-defined Local Calling Areas are associated with each Exchange Access Service provided pursuant to Section 5.1. Exchange Access Services bearing the following NPA-NXX designations shall have the following Local and IntraLATA Calling Areas:

NPA-NXX

Local Calling Area or IntraLATA Calling Area

Local Calling Areas and IntraLATA Calling Areas Are To Be Determines.

LOCAL EXCHANGE SERVICES

EXCHANGE ACCESS SERVICE

5.1 General

5.1.1 Exchange Access Service provides a business Customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- (A) receive calls from other stations on the public switched telecommunications network;
- (B) access other services offered by the Company as set forth in this tariff;
- (C) access certain interstate and international calling services provided by the Company;
- (D) access (at no additional charge) the Company's operators and business office for service related assistance;
- (E) access(at no additional charge) emergency services by dialing 0- or 9-1-1; and
- (F) access services provided by other common carriers that purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.

5.1.2 Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the Customer's premises.

5.1.3 The following Exchange Access Services are offered:

Basic Line Service
Key Line Service
Basic Trunk Service
DID Trunk Service
Digital Trunk Service
ClearStar™ Advantage
Service Primary Rate Interface (PRI)

LOCAL EXCHANGE SERVICES

EXCHANGE ACCESS SERVICE, (CONT'D.)

5.2 Basic Line Service

Basic Line Service provides a business Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Company-provided Basic Lines. Each Basic Line is provided with the following standard features which are set forth in Section 10.6 and 10.9 of the tariff.

Nonrecurring and monthly recurring rates per Basic Line for residential and business Customers apply as follows:

	<u>Nonrecurring</u>	<u>Monthly Recurring</u>
<u>On-Net Services</u>		
Basic Local		
Exchange Service		
<u>Flat Rate Service</u>		
Each Line w/ Hunting	Reserved For Future Use	
Each Line w/o Hunting	Reserved For Future Use	
<u>Measured Rate Service</u>		
Each Line w/ Hunting	Reserved For Future Use	
Each Line w/o Hunting	Reserved For Future Use	
Expanded Local Exchange Service		
<u>Flat Rate Service</u>		
Each Line w/ Hunting	Reserved For Future Use	
Each Line w/o Hunting	Reserved For Future Use	
<u>Measured Rate Service</u>		
Each Line w/ Hunting	Reserved For Future Use	
Each Line w/o Hunting	Reserved For Future Use	

LOCAL EXCHANGE SERVICES

EXCHANGE ACCESS SERVICE, (CONT'D.)

5.3 Key Line Service

Key Line Service provides a business Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Key Lines are provided for connection of Customer-provided key systems to the public switched telecommunications network. Each Key Line is provided with the following standard features which are set forth in Section 10.6 and 10.9 of the tariff.

Nonrecurring and monthly recurring rates per Key Line apply as follows:

	<u>Nonrecurring</u>	<u>Monthly Recurring</u>
<u>On-Net Services</u>		
Basic Local		
Exchange Service		
<u>Flat Rate Service</u>		
Each Line w/ Hunting	Reserved For Future Use	
Each Line w/o Hunting	Reserved For Future Use	
<u>Measured Rate Service</u>		
Each Line w/ Hunting	Reserved For Future Use	
Each Line w/o Hunting	Reserved For Future Use	
Expanded Local Exchange Service		
<u>Flat Rate Service</u>		
Each Line w/ Hunting	Reserved For Future Use	
Each Line w/o Hunting	Reserved For Future Use	
<u>Measured Rate Service</u>		
Each Line w/ Hunting	Reserved For Future Use	
Each Line w/o Hunting	Reserved For Future Use	

LOCAL EXCHANGE SERVICES

EXCHANGE ACCESS SERVICE, (CONT'D.)

5.4 Basic Trunk Service

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

Basic Trunks may be equipped with Analog Direct Inward Dial (DID) capability and DID number blocks for additional charges, as set forth in Sections 5.5, 5.6 and 6.2.

	<u>Nonrecurring</u>	<u>Monthly Recurring</u>
<u>On-Net Services</u>		
Basic Local		
Exchange Service		
<u>Flat Rate Service</u>		
Each Trunk w/ Hunting	Reserved For Future Use	
Each Trunk w/o Hunting	Reserved For Future Use	
<u>Measured Rate Service</u>		
Each Trunk w/ Hunting	Reserved For Future Use	
Each Trunk w/o Hunting	Reserved For Future Use	
Expanded Local Exchange Service		
<u>Flat Rate Service</u>		
Each Trunk w/ Hunting	Reserved For Future Use	
Each Trunk w/o Hunting	Reserved For Future Use	
<u>Measured Rate Service</u>		
Each Trunk w/ Hunting	Reserved For Future Use	
Each Trunk w/o Hunting	Reserved For Future Use	

LOCAL EXCHANGE SERVICES

EXCHANGE ACCESS SERVICE, (CONT'D.)

5.5 DID Trunk Service

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

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

	<u>Nonrecurring</u>	<u>Monthly Recurring</u>
<u>On-Net Services</u>		
Basic Local		
<u>Exchange Service</u>		
Each Trunk w/ block of 10#'s	Reserved For Future Use	
Each Trunk w/ block of 100#'s	Reserved For Future Use	
Expanded Local		
<u>Exchange Service</u>		
Each Trunk w/ block of 10#'s	Reserved For Future Use	
Each Trunk w/ block of 100#'s	Reserved For Future Use	

LOCAL EXCHANGE SERVICES

EXCHANGE ACCESS SERVICE, (CONT'D.)

5.6 Digital Trunk Service

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

Nonrecurring and monthly recurring rates per Digital Trunk per point, apply as follows:

	<u>Nonrecurring</u>	<u>Monthly Recurring</u>
Per Trunk	Reserved For Future Use	

LOCAL EXCHANGE SERVICES

EXCHANGE ACCESS SERVICE, (CONT'D.)

5.7 ClearStar™ Advantage Service

ClearStar Advantage is a centrex-based service that provides the business Customer with multiple individual voice-grade telephone communications channels, each of which can be used to place or receive one call at a time. ClearStar Advantage lines are provided for the connection of compatible, Customer provided terminal equipment to the public switched telecommunications network. Centrex features associated with ClearStar Advantage service are described in Section 1 of this tariff. ClearStar Advantage is provided with a minimum of two network lines. Each line can be provided in combination with other Company-provided services. ClearStar Advantage services are offered in either an analog-based or digital, Basic Rate ISDN-based (Integrated Services Digital Network) serving arrangement.

5.7.1 Analog Serving Arrangements

ClearStar Advantage service can be provided to Customers over analog-grade network facilities. Network features provided with these serving arrangements include:

- Abbreviated Dialing
- Automatic Callback Calling
- Call Forwarding
- Call Hold
- Call Pick-Up
- Call Transfer
- Call Waiting
- Dial 9
- Access Hunting
- Speed Calling
- Touch-tone

Some features may not be available in all locations.

LOCAL EXCHANGE SERVICES

EXCHANGE ACCESS SERVICE, (CONT'D.)

5.7 ClearStar™ Advantage Service (Cont'd)

5.7.2 ISDN-Based Serving Arrangements

ClearStar Advantage service can be provided to business Customers over a Basic Rate ISDN (Integrated Services Digital Network) interface. Network features provided with this serving arrangement include:

- Automatic Callback Calling
- Call Forwarding
- Call Hold
- Call Pickup
- Call Transfer
- Call Waiting
- Conference
- Dial 9
- Access Hunting
- Manual Exclusion
- Message Waiting Indication
- Speed Calling Touchtone

Some features may not be available in all locations.

LOCAL EXCHANGE SERVICES

EXCHANGE ACCESS SERVICE, (CONT'D.)

5.7 ClearStar™ Advantage Service (Cont'd)

5.7.3 System and Access Line Charges

ClearStar Advantage access lines are charged on a monthly recurring basis. Nonrecurring charges are applicable for initial installation of a ClearStar Advantage system. The Company, at its' discretion, may bundle ClearStar Advantage network services with other services and capabilities; the result of this bundling will be new service offerings with unique pricing structures.

<u>Nonrecurring (per system)</u>	<u>Mo. Recurring (per flat rate line)</u>	<u>Mo. Recurring (measured rate line)</u>
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Analog Arrangements

ClearStar Advantage 1000 Reserved For Future Use

ClearStar Advantage 2000 Reserved For Future Use

ISDN Arrangements

ClearStar Advantage Plus Reserved For Future Use

Nonrecurring Line Connection and Line Charges located in Section 10.5 also apply to each new subsequent ClearStar Advantage order.

5.7.4 Usage Charges

(A) Local Service Rates

Refer to the Rate Schedule located in Section 8.

(B) IntraLATA Rates

Refer to the Rate Schedule located in Section 9.3.

LOCAL EXCHANGE SERVICES

EXCHANGE ACCESS SERVICE, (CONT'D.)

5.7 ClearStar™ Advantage Service (Cont'd)

5.7.5 Optional Features

The following optional features are in addition to the standard features located in Section 5.7.1 and 5.7.2. The following optional features may be added to ClearStar Advantage analog or ISDN-based serving arrangements. These rates are applied on a nonrecurring and monthly recurring basis.

	<u>Nonrecurring</u>	<u>Recurring</u>
Calling Name Delivery (per line)	Reserved For Future Use	
6 Way Conference (per arrangement)	Reserved For Future Use	
Multi-Site Abbreviated Dialing	Reserved For Future Use	
Uniform Call Distribution (per group – 20 lines max)	Reserved For Future Use	

LOCAL EXCHANGE SERVICES

EXCHANGE ACCESS SERVICE, (CONT'D.)

5.7 ClearStar™ Advantage Service (Cont'd)

5.7.5 Optional Features, (Cont'd.)

	<u>Nonrecurring</u>	<u>Monthly Recurring</u>
Number Retention -Per Number	Reserved For Future Use	
Order Processing Charge -Per Order	Reserved For Future Use	
Additional Directory Listing -Per Listing	Reserved For Future Use	
Remote Call Forwarding -Per Path	Reserved For Future Use	
Account Codes -Per Line	Reserved For Future Use	
Service Establishment Charge -Per Order	Reserved For Future Use	
Vanity Number -Per Number	Reserved For Future Use	
Vanity Number Retention -Per Number	Reserved For Future Use	

LOCAL EXCHANGE SERVICES

EXCHANGE ACCESS SERVICE, (CONT'D.)

5.8 Primary Rate Interface (PRI)

Primary Rate Interface Service (PRI) provides an ISDN based, DSI access to the telecommunications network and includes the flexibility of integration of multiple voice and/or data transmission channels on the same line. The service will provide connectivity between ISDN compatible CPE and a serving central office. The basic channel structure for PRI Service is twenty-three 64 Kbps B-Channels and one 64 Kbps D-Channel. The business Customer has the option to activate up to 23 B-Channels on the first PRI Service arrangement and up to 24 channels on additional PRI Service arrangements. A Digital Data Only option and an Inward Data Option are also available. The 23 B-Channels can be used to connect the Customer's CPE to the Public Circuit Switched Network, e.g., outward, inward and 2-way network access. Calling Number Delivery, Called Number Delivery, and Hunting functionality are inherent to this service. Telephone numbers for use on PRI Service are available. One Primary Directory Listing will be furnished at no charge for each PRI service B-Channel. Additional listings can be obtained. PRI Service provides capability for the transmission of digital signals only. Clear Channel Capability and Extended Superframe Format are inherent to the service.

Nonrecurring and monthly rates per PRI Service apply as follows:

	<u>Nonrecurring</u>	<u>Monthly Recurring</u>
<u>12 Months</u>	Reserved For Future Use	
Base System Voice/Data, per channel		
Digital Data, per channel		
Inward Data, per channel		
<u>24 Months</u>	Reserved For Future Use	
Base System		
Voice/Data, per channel		
Digital Data, per channel		
Inward Data, per channel		
<u>36 Months</u>	Reserved For Future Use	
Base System		
Voice/Data, per channel		
Digital Data, per channel		
Inward Data, per channel		

LOCAL EXCHANGE SERVICES

EXCHANGE ACCESS OPTIONAL FEATURES

6.1 Directory Listings

For each business Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number¹ in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at the following rates:

	<u>Nonrecurring</u>	<u>Monthly Recurring</u>
Each Additional Listing:	N/A	Reserved For Future Use

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

LOCAL EXCHANGE SERVICES

EXCHANGE ACCESS OPTIONAL FEATURES, (CONT'D.)

6.2 Direct Inward Dial (DID) Service

DID service is an optional feature which can be purchased in conjunction with Company-provided Basic Trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID number blocks apply in addition to charges specified for Basic Trunks or Digital Trunks in Sections 5.2, 5.4 and 5.6, respectively.

One DID Additive charge applies for each DID-equipped Basic Trunk or DID-equipped channel on a Digital Trunk. The Customer is required to purchase at least one DID number block for each DID-equipped trunk or trunk group, or DID-equipped channel or channel group.¹ The assignment of telephone numbers and the sequence of the numbers assigned to a DID service is made at the discretion of the Company.

	<u>Nonrecurring</u>	<u>Monthly Recurring</u>
DID Additive – Block of 10	Reserved For Future Use	
DID Numbers – Addl. Block of 10	Reserved For Future Use	
DID Numbers – Block of 100	Reserved For Future Use	
DID Numbers – Addl. Block of 100	Reserved For Future Use	
DID Numbers	Reserved For Future Use	

¹ A "group" is a set of Basic Trunks or Digital Trunk channels which have been configured into a hunt group.

LOCAL EXCHANGE SERVICES

EXCHANGE ACCESS OPTIONAL FEATURES, (CONT'D.)

6.3 Main Number Retention

6.3.1 Description,

Main Number Retention is an optional feature by which a new business Customer, who was formally a customer of another certificated local exchange carrier at the same premises location, may retain its main telephone numbers and main fax numbers for use with the Company-provided Exchange Access Services. Main Number Retention service is only available in areas where the Company maintains some form of number retention arrangement with the Customer's former local exchange carrier.

Monthly recurring and nonrecurring charges apply per retained number. Rates for retained numbers may vary from area to area.

6.3.2 Rates

	<u>Nonrecurring</u>	<u>Monthly Recurring</u>
per retained number	Reserved For Future Use	
per retained vanity number	Reserved For Future Use	

LOCAL EXCHANGE SERVICES

EXCHANGE ACCESS OPTIONAL FEATURES, (CONT'D.)

6.4 Accounting Codes

Accounting Codes provide business Customers with a means of restricting calls or itemizing calls, according to specific digits that must be dialed at the end of a long distance telephone number. The length of Accounting Codes may vary from 2 to 6 digits, however, the length must be consistent for each Customer location.

Offered are packages of codes that are verified against a specific list of valid numbers, for call restriction, or unverified packages of 2-6 digits in length for cataloging by code the calls made.

<u>Charge Per Customer Location</u>	<u>Monthly Recurring</u>	<u>Nonrecurring</u>
Verified Packages		Reserved For Future Use
Unverified Packages		Reserved For Future Use

LOCAL EXCHANGE SERVICES

EXCHANGE ACCESS OPTIONAL FEATURES, (CONT'D.)

6.5 Authorization Codes

This option restricts calls from being made unless the correct accounting code is entered. Only Customer specified codes will be accepted. The Customer then may use these codes to track calling for cost analysis and bill-back purposes.

Nonrecurring

Monthly Recurring

Per Authorization Code

Reserved For Future Use

LOCAL EXCHANGE SERVICES

EXCHANGE ACCESS OPTIONAL FEATURES, (CONT'D.)

6.6 Vanity Number Service

6.6.1 Description,

Vanity Number Service is an optional feature by which a new business Customer may request a specific or unique telephone number and fax number for use with the Company provided Exchange Access Services. This service provides for the assignment of a Customer requested telephone number other than the next available number from the assignment control list.

Vanity Number Service is furnished subject to the availability of facilities and the requirements of Exchange Access Service as defined by the Company. The Company reserves all rights to the Vanity Numbers assigned to Customers and may, therefore, change them if required.

Monthly recurring charges apply per Vanity Number.

6.6.2 Rates

	<u>Nonrecurring</u>	<u>Monthly Recurring</u>
Per Vanity Number	Reserved For Future Use	

LOCAL EXCHANGE SERVICES

EXCHANGE ACCESS OPTIONAL FEATURES, (CONT'D.)

6.7 Voice Messaging

<u>Mailbox Type</u>	<u>Monthly</u>	<u>Install</u>
Standard	\$8.95	\$12.00
Conditional Mailbox	\$8.95	\$12.00
Transfer Mailbox	\$8.95	\$12.00
Listen Only	\$8.95	\$12.00
Enhanced	\$11.95	\$12.00
Power	\$16.95	\$12.00
Extension	\$12.95	\$14.00
Extension Plus	\$19.95	\$14.00
FaxOverflow 100	\$10.95	\$17.00
FaxOverflow 200	\$12.95	\$17.00
FaxOverflow unlimited	\$14.95	\$17.00
Auto Attendant	\$8.95	\$17.00
Auto Attendant w/ Prompts	\$8.95	\$25.00
Monthly Subscriber and Usage Reports	\$65.00	\$0.00

LOCAL EXCHANGE SERVICES

RESOLD LOCAL EXCHANGE SERVICE

7.1 Description

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

7.2 Rates

The following maximum rates for Resold Local Exchange Services for business Customers apply as follows:

	<u>Nonrecurring</u>	<u>Monthly Recurring</u>
<u>Resold Basic Lines</u> ¹		
<u>Flat Rate Service</u>		
1 st Line	\$85.75	\$45.18
Each Addl Line	\$85.75	\$45.18
<u>Measured Service</u>		
1 st Line	N/A	N/A
Each Addl Line	N/A	N/A
 Resold Basic Trunks ¹		
<u>Flat Rate Service</u>		
1 st Trunk	\$85.75	\$45.18
Each Addl. Trunk	\$85.75	\$45.18
<u>Measured Service</u>		
1 st Trunk	N/A	N/A
Each Addl Trunk	N/A	N/A

¹ Includes Hunting

LOCAL EXCHANGE SERVICES

RESOLD LOCAL EXCHANGE SERVICE, (CONT'D.)

7.2 Rates (Cont'd)

	<u>Nonrecurring</u>	<u>Monthly Recurring</u>
<u>Resold Direct Inward Dial (DID) Service</u>		
DID Trunk Termination: DID Trunk Termination, each Inward Only Trunk		
Dial-Pulse Signaling	\$0.00	\$33.60
MF Signaling	\$0.00	\$33.60
<u>DID Station Numbers:</u>		
1 st Block of 100 DID Station Numbers	\$168.00	\$30.00
Add'l Block of 100 DID Station Numbers	\$168.00	\$30.00
1 st Block of 10 DID Station Numbers	\$120.00	\$5.00
Add'l Block of 10 DID Station Numbers	\$10.00	\$5.00
<u>Resold Local Usage</u>		
Flat Rate Calling	Unlimited	
Measured Rate Calling	Reserved For Future Use	

The following rates for Local Exchange Resold Services are set forth in Section 8 and Section 10 of the tariff.

Resold features associated with Resold Local Exchange Service will be priced according to the rates established for such features in the underlying carrier's effective intrastate tariffs.

LOCAL EXCHANGE SERVICES

LOCAL CALLING SERVICE

8.1 Description

Local Calling Service provides a business Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network¹ bearing the designation of any central office exchanges, areas, and zones included in the Customer's local calling area.

8.1.1 Basic Local Exchange Service - This calling service allows the business Customer unlimited access to all other stations on the public switched telephone network within the Customer's Basic Local Calling Area. All calls to destinations outside the Basic Local Calling Area but within the same state and LATA will be charged the IntraLATA rates as specified in Section 9.3 following.

8.1.2 Expanded Local Exchange Service - This calling service allows the business Customer limited access to all other stations on the public switched telephone network within the Customer's Basic Local Calling Area. Additional calls to the Basic Local Calling Area will be charged as specified in Section 8.2.1(A) following. All calls to the Expanded Local Calling Area² will be charged a per call setup and per minute access charge as specified in Section 8.2.1(B) following. All calls to destinations outside the Expanded Local Calling Area but within the same state and LATA will be charged the IntraLATA rates as specified in Section 9.3 following.

¹ Except calls to other telephone companies' caller paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility.

² As specified in SBC Communications, Inc.'s tariff in effect and as amended from time-to-time.

LOCAL EXCHANGE SERVICES

LOCAL CALLING SERVICE, (CONT'D.)

8.1 Description (Cont'd)

8.1.2 Expanded Local Exchange Service (Cont'd)

(A) Time Periods

Day and Night/Weekend rates apply as follows:

<u>Rates</u>	<u>From</u>	<u>To (but not including)</u>	<u>Days Applicable</u>
Day	9:00 AM	9:00 PM	Mon-Fri
Night/Weekend	All other days, times and holidays		

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

LOCAL EXCHANGE SERVICES

LOCAL CALLING SERVICE, (CONT'D.)

8.2 Rates

The rates set forth in this section apply to all direct dialed local calls. For operator-assisted local calls, the operator charges listed in Section 10.1.3 apply in addition to the charges listed below.

8.2.1 Usage Charges - Per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.

(A) Monthly Message Allowance

<u>Type of Service</u>	<u>Basic Calling Area</u>	<u>Extended Calling Area</u>
Basic Local Exchange Service	TBD	TBD ¹
Expanded Local Exchange Service	TBD	TBD

Additional message charge of \$X.XX for each message over monthly allowance.

(B) Expanded Calling Area - The following usage charges apply to points in the Customer's Expanded Calling Area.

<u>Mileage</u>	<u>Setup Per Call</u>	<u>Peak</u>	<u>Off-Peak</u>
Reserved For Future Use			

¹ Customers of Basic Local Exchange Service are billed intraLATA rates for calls to destinations within the state and LATA but outside the Basic Local Calling Area.

LOCAL EXCHANGE SERVICES

INTRALATA CALLING SERVICE

9.1 Description

IntraLATA calling service provides a business Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network¹ bearing the designation of any central office exchanges, areas, and zones outside of the Customer's Basic Calling Area but within the same state and LATA.

9.2 Time Periods

Day, Evening and Night/Weekend rate periods are shown below. On holidays, Evening rates will apply unless a lower rate will normally apply.

<u>Rates</u>	<u>From</u>	<u>To (but not including)</u>	<u>Days Applicable</u>	<u>Discount Applicable</u>
Day	8:00 A.M. 1:00 P.M.	12:00 P.M. 5:00 P.M.	Mon. - Fri. Mon. - Fri.	0% 0%
Evening	5:00 P.M.	11:00 P.M.	Mon. - Fri.	25%
Night/Weekend	All other times	50%		

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

¹ Except calls to other telephone companies' caller paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility.

LOCAL EXCHANGE SERVICES

INTRALATA CALLING SERVICE, (CONT'D.)

9.3 Rates

MILEAGE	FIRST MINUTE	ADDITIONAL MINUTE
1 – 8	\$0.12	\$0.07
9-12	\$0.15	\$0.09
13 – 17	\$0.18	\$0.11
18 – 22	\$0.19	\$0.14
23 – 27	\$0.23	\$0.18
28 – 32	\$0.27	\$0.20
33 – 42	\$0.30	\$0.24
43 – 54	\$0.34	\$0.27
55 – 66	\$0.37	\$0.31
67 – 82	\$0.41	\$0.35
83 – 100	\$0.45	\$0.39
101-122	\$0.48	\$0.41
123 -168	\$0.51	\$0.44
169 – 252	\$0.53	\$0.45
253 +	\$0.55	\$0.47

LOCAL EXCHANGE SERVICES

MISCELLANEOUS SERVICES

10.1 Busy Line Verify and Interrupt Service

10.1.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line.

- (A) The operator will determine if the line is clear or in use and report to the calling party.
- (B) The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

10.1.2 Regulations

- (A) A charge will apply when:
 - 1. The operator verifies that the line is busy with a call in progress.
 - 2. The operator verifies that the line is available for incoming calls.
 - 3. The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

LOCAL EXCHANGE SERVICES

MISCELLANEOUS SERVICES, (CONT'D.)

10.1 Busy Line Verify and Interrupt Service, (Cont'd.)

10.1.2 Regulations (Cont'd)

(B) No charge will apply:

1. When the calling party advises that the call is to or from an official public emergency agency.
2. Under conditions other than those specified in 10.2.2(A) preceding.

(C) Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

(D) The Customer shall identify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

10.1.3 Rates

Busy Line Verify Service(each request)	\$2.00
Busy Line Verify and Busy Line Interrupt Service (each request)	\$3.00

LOCAL EXCHANGE SERVICES

MISCELLANEOUS SERVICES, (CONT'D.)

10.2 Service Implementation

10.2.1 Description

Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service.

10.2.2 Rates

	<u>Resold Nonrecurring</u>	<u>On-Net Nonrecurring</u>
per service order	\$82.75	Reserved For Future Use

10.3 Restoration of Service

10.3.1 Description

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

10.3.2 Rates

	<u>Resold Nonrecurring</u>	<u>On-Net Nonrecurring</u>
per occasion	\$82.75	Reserved For Future Use

LOCAL EXCHANGE SERVICES

MISCELLANEOUS SERVICES, (CONT'D.)

10.4 Charges for Connecting or Changing Service

	<u>Resold Nonrecurring</u>	<u>On-Net Nonrecurring</u>
<u>Line Connection Charge</u> - Applies for establishing an exchange access line or trunk. The charge includes service ordering, central office work, exchange access line work and a standard voice miniature six position network interface.		
First Line	\$82.75	Reserved For Future Use
Additional Line (each)	\$82.75	Reserved For Future Use
 <u>Line Change Charge</u> - Applies per line to miscellaneous Customer requested changes on existing service for, but not limited to, number changes and suspend/restore.		
First Line	\$17.50	Reserved For Future Use
Additional Line (each)	\$17.50	Reserved For Future Use
 <u>Secondary Service Charge</u> - Applies per Customer request for the receiving, recording, and processing of Customer requests to change services or add new or additional services.		
Each	\$18.00	Reserved For Future Use
 <u>Premises Work Charge</u> - A nonrecurring charge based on the labor time and miscellaneous material required to perform Customer requested work such as rearranging the drop wire, protector and/or network interface.		
First 15-minute increment or fraction thereof		
Per increment	\$36.25	Reserved For Future Use
Each Additional 15-minute increment or fraction thereof		
Per increment	\$13.75	Reserved For Future Use

LOCAL EXCHANGE SERVICES

MISCELLANEOUS SERVICES, (CONT'D.)

10.5 Custom Calling Service

10.5.1 Description

Custom Calling services are auxiliary features provided to business Customers in addition to basic telephone service. Custom Calling services consist of the following features:

Call Waiting - By means of a tone signal a Customer using a telephone is alerted when another caller is trying to reach that station. Permits putting first call on hold so that second call can be answered.

Call Forwarding Variable - Limited - When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

Unlimited - Incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

Three-Way Calling - Allows a station line user to add a third party to an existing conversation.

Speed Calling - This provides for the calling of a 7- or 10-digit telephone number by dialing an abbreviated code. The two arrangements available are an eight-number capacity (8-code) and a thirty-number capacity (30-code).

Call Forwarding Busy Line - Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Don't Answer - Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

LOCAL EXCHANGE SERVICES

MISCELLANEOUS SERVICES, (CONT'D.)

10.5 Custom Calling Service, (Cont'd.)

10.5.1 Description, (Cont'd.)

Customer Control of Call Forwarding Busy Line - This feature provides a Customer the Call Forwarding Busy Line feature and the capability to control from his base station line the activation and deactivation of the service by using dialing codes. The destination telephone number is specified by the Customer at the time this feature is ordered and can only be changed via service order.

Customer Control of Call Forwarding Don't Answer - This feature provides a Customer the Call Forwarding Don't Answer feature and the capability to control from his base station line the activation and deactivation of the service by using dialing codes. The destination telephone number and forwarding interval are specified by the Customer at the time this feature is ordered and can only be changed via service order.

Call Forwarding Busy Line Multipath - This feature provides a Customer who has Call Forwarding Busy Line or Customer Control of Call Forwarding Busy Line the capability to specify the number of calling paths that will be forwarded to another telephone number. Where facilities permit for a single (non-rotary) exchange line/trunk or a rotary (hunting) arrangement of 10 or less lines/trunks, up to 10 calling paths will be provided with the first feature rate. For a hunting arrangement greater than 10 lines/trunks, additional paths (in excess of the 10 provided with the first feature rate) can be purchased. In these instances, the total number of Intra/Interoffice calling paths provided on exchange lines/trunks equipped with Rotary (Grouping) can only be equal to or less than the number of lines/trunks in rotary.

Call Forwarding Don't Answer Multipath - This feature provides a Customer who has Call Forwarding Don't Answer or Customer Control of Call Forwarding Don't Answer the capability to specify the number of calling paths that will be forwarded to another telephone number. Where facilities permit for a single (non-rotary) exchange line/trunk or a rotary (hunting) arrangement of 10 or less lines/trunks, up to 10 calling paths will be provided with the feature rate. For a hunting arrangement greater than 10 lines/trunks, additional paths (in excess of the 10 provided with the first feature rate) can be purchased. In these instances, the total number of Intra/Interoffice calling paths provided on exchange lines/trunks equipped with Rotary (Grouping) can only be equal to or less than the number of lines/trunks in rotary.

LOCAL EXCHANGE SERVICES

MISCELLANEOUS SERVICES, (CONT'D.)

10.5 Custom Calling Service, (Cont'd.)

10.5.1 Description, (Cont'd.)

Call Forwarding Variable or Remote Access - Call Forwarding Multipath - This feature provides a Customer who has Call Forwarding Variable or Remote Access - Call Forwarding Variable the capability to specify the number of calling paths that will be forwarded simultaneously to another telephone number. Where facilities permit for a single (non-rotary) exchange line/trunk or a rotary (hunting) arrangement of 10 or less lines/trunks, up to 10 calling paths will be provided with the feature rate. For a hunting arrangement greater than 10 lines/trunks, additional paths (in excess of the 10 provided with the first feature rate) can be purchased. In these instances, the total number of Intra/Interoffice calling paths provided on exchange lines/trunks equipped with Rotary (Grouping) can only be equal to or less than the number lines/trunks in rotary.

Remote Access - Call Forwarding Variable - This feature provides a Customer the Call Forwarding Variable feature and the capability to activate and deactivate the service remotely from any line/equipment capable of Touch-Tone signaling rather than only from the base station line. This feature does not require that a courtesy call be completed to the forward-to-telephone number.

Call Return - This feature allows the Customer to automatically dial the number of the last caller.

Repeat Dialing - This feature allows the Customer to automatically check a busy number and when the line is free, it rings the Customer back and completes the call.

Call Selector - This feature alerts the Customer with a distinctive ring that one of the six numbers pre-selected is calling.

Preferred Call Forwarding - This feature allows a Customer to forward calls from preselected telephone numbers. This service uses the calling number ID as the basis for choosing which calls to forward.

Call Block - This feature allows the calling party to prevent the calling number from being transmitted and displayed on the Caller ID equipment of the called party.

LOCAL EXCHANGE SERVICES

MISCELLANEOUS SERVICES, (CONT'D.)

10.5 Custom Calling Service, (Cont'd.)

10.5.1 Description, (Cont'd.)

Call Tracing - This feature permits the tracing of the last call received and holds the results for later use by an authorized law enforcement agency. Results of the trace are not available to the Customer.

Caller ID - This service allows the Customer to identify the name and telephone number of the party calling.

10.5.2 Resold Rates

<u>Business/Business PBX Individual Features:</u>	<u>Monthly</u>
Call Waiting	\$4.80
Call Forwarding Variable	\$4.80
Three-Way Calling	\$4.80
Speed Calling (8-code)	\$4.80
Speed Calling (30-code)	\$6.00
Call Forwarding Busy Line	\$3.00
Call Forwarding Don't Answer	\$3.00
Call Forwarding Busy Line/Don't Answer	\$4.00
Customer Control of Call forwarding Busy Line	\$4.00
Customer Control of Call Forwarding Don't Answer	\$4.00
Call Forwarding Busy Line Multipath or Customer Control of Call Forwarding Busy Line Multipath	\$4.00
Call Forwarding Don't Answer Multipath or Customer Control of Call Forwarding Don't Answer Multipath	\$4.00
Call Forwarding Variable Multipath or Remote Access- Call Forwarding Variable Multipath	\$4.00
Remote Access - Call Forwarding Variable	\$2.75

LOCAL EXCHANGE SERVICES

MISCELLANEOUS SERVICES, (CONT'D.)

10.5 Custom Calling Service, (Cont'd.)

10.5.2 Resold Rates (Cont'd)

<u>Business/Business PBX Individual Features:</u>	<u>Nonrecurring</u>	<u>Monthly</u>
Call Return (per lien)		\$3.00
Call Return (per use)	N/A	
Call Return (denial of per use)	N/A	
Repeat Dialing (per line)		\$3.00
Repeat Dialing (per use)	\$0.50	
Repeat Dialing (denial of per use)	N/A	
Call Selector (per line)		\$3.00
Preferred Call Forwarding (per line)		\$3.00
Call Block (per line)		\$3.00
Call Tracing (per line)		
Per line	N/A	
Per Successful Activation	\$8.00	
Caller ID (per line)		
Caller ID - Calling Name Delivery		\$8.50
Caller ID - Calling Number Delivery		\$8.50
Caller ID - Calling Number & Name		\$8.50
Calling Number Delivery Blocking		\$3.00
Permanent Per line		\$3.00
Calling Number Delivery Blocking		
Per Call (Per activation)		
Enhanced Caller ID (with ACR) Per Line		\$5.00
Enhanced Caller ID (with Call Management) Per Line		\$5.00
Enhanced Caller ID (with ACR & Call Management) Per Line		\$5.00

LOCAL EXCHANGE SERVICES

MISCELLANEOUS SERVICES, (CONT'D.)

10.6 Remote Call Forwarding (RCF)

RCF is a service whereby a call, placed from a station to a business Customer's telephone number (the call forwarding location), is automatically forwarded by the Company to another station designated by the Customer (the terminating station).

Remote Call Forwarding is per feature arranged and one access path for either interexchange, intraexchange, or local calling area per service request.

Each	<u>Resold Nonrecurring</u> Reserved For Future Use	<u>Resold Monthly</u>
Additional Access Path (with initial installation) Each	Reserved For Future Use	Monthly
Each	<u>On-Net Nonrecurring</u> Reserved For Future Use	<u>On-Net Monthly</u>
Additional Access Path (with initial installation) Each	Reserved For Future Use	Monthly

10.7 Flexible Call Forwarding (FCF)

FCF is an optional network feature that provides a business Customer control for call forwarding capabilities via dial-accessed voice prompt menus. The Company provides an Administrative telephone number for such access. Access to these menus is available from the telephone service on which the FCF feature is provided (the base station), and also from telephone services separate from that base station service. Access from these "separate" services requires a Customer-determined password.

The following charge is for the Flexible Call Forwarding feature only and is in addition to applicable charges for service and equipment.

<u>Rates-Individual Features</u>	<u>Resold Monthly</u>	<u>On-Net Monthly</u>
Flexible Call Forwarding	Reserved For Future Use	
Flexible Call Forwarding	Reserved For Future Use	

LOCAL EXCHANGE SERVICES

MISCELLANEOUS SERVICES, (CONT'D.)

10.8 ClearTouch Service

10.8.1 On-Net Rates Reserved For Future Use

Business/Business PBX Individual Features:	Monthly
Call Waiting	
Call Forwarding Variable	
Three-Way Calling	
Speed Calling (8-code)	
Speed Calling (30-code)	
Call Forwarding Busy Line Call	
Forwarding Don't Answer	
Call Forwarding Don't Answer - Ring Control	
Customer Control of Call forwarding Busy Line	
Customer Control of Call Forwarding Don't Answer	
Call Forwarding Busy Line Multipath or	
Customer Control of Call Forwarding	
Busy Line Multipath	
Call Forwarding Don't Answer Multipath or	
Customer Control of Call Forwarding Don't	
Answer Multipath	
Call Forwarding Variable Multipath or Remote	
Access- Call Forwarding Variable Multipath	
Remote Access - Call Forwarding Variable	

LOCAL EXCHANGE SERVICES

MISCELLANEOUS SERVICES, (CONT'D.)

10.8 ClearTouch Service, (Contd.)

10.8.1 On-Net Rates (Cont'd) Reserved For Future USE

Business/Business PBX Individual Features: Nonrecurring Monthly

Call Return (per line)
Repeat Dialing (per line)
Call Selector (per line)
Preferred Call Forwarding (per line)
Call Block (per line)
Call Tracing (per line)
Anonymous Call Rejection
Caller ID (available w/ or w/o ACR)
Basic
Deluxe
Enhanced
Call Return
(per use)
(denial of per use)
Repeat Dialing
(per use)
(denial of per use)

10.8.2 ValuePlus Packages Reserved For Future Use

The following packages are available in choosing any features listed below in Section 10.8.1.

Monthly

ValuePlus Gold (any 6 features)
ValuePlus Platinum (all features included)
Value Plus Silver (per feature)

LOCAL EXCHANGE SERVICES

MISCELLANEOUS SERVICES, (CONT'D.)

10.9 Traditional Operator Services

10.9.1 Description

Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Services, and to Customers and Users of exchange access lines.

10.9.2 Definitions

Person-Person - Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator

Station-to-Station - Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or nonproprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Operator Dialed Charge - The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

LOCAL EXCHANGE SERVICES

MISCELLANEOUS SERVICES, (CONT'D.)

10.9 Traditional Operator Services, (Cont'd.)

10.9.3 Rates

Local exchange and IntraLATA calls may be placed on an Operator Assisted basis. Usage charges for Operator Assisted calls are the same as those set forth in Sections 8 and 9, preceding. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, the surcharges specified in Section 10.1.3 will apply in addition to any applicable Operator charges.

In addition to the usage charges identified above, the following operator-assisted charges will apply:

Per Call Charges

Person-to-Person	\$3.00
Station-to-Station (Operator Assisted)	\$1.65
Customer Dialed Calling Card	\$1.65
Collect	\$1.65
Billed to Third Party	\$1.65
Sent Paid	\$1.65
Directory Assistance	\$0.50
Director Assistance Call Completion	\$0.60
Completion	

LOCAL EXCHANGE SERVICES

SPECIAL ARRANGEMENTS

11.1 Special Construction

11.1.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

- (A) nonrecurring type charges;
- (B) recurring type charges;
- (C) termination liabilities; or
- (D) combinations thereof.

11.1.2 Termination Liability

The Customer shall incur termination liability charges, if the Customer cancels a Service Order or terminates services for which a facility has been specially constructed, at the request of the Customer. To the extent that there is no other requirement for use of such facility(ies) by the Company, the Customer agrees to pay the Company termination liability charges, which are defined below.

- (A) The period which the termination liability charge is based upon is the estimated service life of the facilities provided by Company.
- (B) The amount of the maximum termination liability is equal to the estimated amounts for:
 - 1. Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - (a) equipment and materials provided or used,
 - (b) engineering, labor and supervision,
 - (c) transportation, and
 - (d) rights-of-way;

LOCAL EXCHANGE SERVICES

SPECIAL ARRANGEMENTS, (CONT'D.)

11.1 Special Construction, (Cont'd.)

11.1.2 Termination Liability (Cont'd)

(B) (Cont'd)

2. license preparation, processing, and related fees;
3. tariff preparation, processing, and related fees;
4. cost of removal and restoration, where appropriate; and
5. any other identifiable costs related to the specially constructed or rearranged facilities.

LOCAL EXCHANGE SERVICES

SPECIAL ARRANGEMENTS, (CONT'D.)

11.1 Special Construction, (Cont'd.)

11.1.2 Termination Liability (Cont'd)

- (C) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 11.1.2(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 11.1.2(B) preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

LOCAL EXCHANGE SERVICES

SPECIAL ARRANGEMENTS, (CONT'D.)

11.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis. All ICB rates are subject to Commission approval.

LOCAL EXCHANGE SERVICES

SPECIAL ARRANGEMENTS, (CONT'D.)

11.3 Temporary Promotional Programs

The Company may from time to time engage in promotional trial service offerings of limited duration, not to exceed six (6) months, designed to attract new subscribers or to increase subscriber awareness of a particular service offering. Such promotional offerings will be limited to specific dates, times, and locations. Except for the rates charged under such promotions, all other terms and conditions of service contained in this tariff will apply to the Company's promotional service offerings. The Company will notify the Director of Public Utility Division by letter specifying the services offered, terms of promotion, location, and dates of each promotional period, fifteen (15) days in advance, for approval of promotional service offerings.