TITLE PAGE

OF

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO COMMUNICATIONS SERVICES

PROVIDED BY CITYNET KENTUCKY, LLC

WITHIN THE STATE OF KENTUCKY

This tariff, filed with the Kentucky Public Service Commission, contained the rates, terms and conditions applicable to the provision of access services within the state of Kentucky offered by Citynet Kentucky, LLC.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/23/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By _____
Executive Director

Issued By:
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CHECKSHEET

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS

(C) – To signify changed administrative regulation

(D) – To signify a discontinued rate, administrative regulation or test

(I) – To signify an increase in a rate

(M) – To signify text or rates relocated without change

(N) – To signify a new rate, regulation or other text or new test

(R) – To signify a reduction in a rate

(T) – To signify a change in text but no change in rate

TARRIFF FORMAT

1.
1.1
1.1.1
1.1.1.A.
1.1.1.1.1
1.1.1.1.1.1

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SECTION 1 GENERAL REGULATIONS

1.1 APPLICATION OF TARIFF

This tariff contains regulations, rates and charges applicable to the provision of access services by Citynet Kentucky, LLC to Customers.

The provision of service by the Company as set forth in this tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

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SECTION 1 - GENERAL REGULATIONS (CONT'D)

1.2 DEFINITIONS

ACCESS CODE - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXXX, 950-0XXX, or 950-1XXX.

ACCESS MINUTES - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

ACCESS TANDEM - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

ANSWER SUPERVISION - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

CALL - A Customer attempt for which the complete address code is provided to the service end office.

CARRIER OR COMMON CARRIER - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

CENTRAL OFFICE - A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

CHANNEL - A communications path between two or more points of termination.

COMMUNICATIONS SYSTEM - Denotes channels and other facilities, which are capable of communications between terminal equipment provided by other than the Company.

COMMISSION – Kentucky Public Service Commission.

COMPANY – Citynet Kentucky, LLC.

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SECTION 1 - GENERAL REGULATIONS (CONT'D)

CUSTOMER - Any individual, partnership, association, corporation or other entity, which subscribes to the services offered under this tariff, including both Interexchange Carriers and End Users.

CUSTOMER DESIGNATED PREMISES - The premises specified by the Customer for termination of Access Services.

DUAL TONE MULTIFREQUENCY (DTMF) - Tone signaling, also known as touch tone signaling.

END OFFICE SWITCH - A Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

END USER - Any customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

ENTRY SWITCH - First point of switching.

EXCHANGE - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

FACILITIES - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

FIRST POINT OF SWITCHING - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

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SECTION 1 - GENERAL REGULATIONS (CONT'D)

INTERSTATE COMMUNICATIONS - Any communications that crosses over a state boundary. Interstate Communications includes interstate and international communications.

INTRASTATE COMMUNICATIONS - Any communication, which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL CALLING AREA - A geographical area, as defined in the Company's local or general exchange service tariff in which an End User may complete a call without incurring toll usage charges.

MESSAGE - A Message is a Call as defined above.

OFF-HOOK - The active condition of Switched Access Service or a telephone exchange line.

ON-HOOK - The idle condition of Switched Access Service or a telephone exchange line.

ORIGINATING DIRECTION - The use of Switched Access Service for the origination of calls from an End User premises to a carrier's premises.

POINT OF TERMINATION - The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

PREMISES - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

SERVING WIRE CENTER - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

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SECTION 1 - GENERAL REGULATIONS (CONT'D)

SPECIAL ACCESS CIRCUIT - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

TERMINATING DIRECTION - The use of Switched Access Service for the completion of calls from a carrier's premises to an End User premises.

TRANSMISSION PATH - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

TRUNK - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

TRUNK GROUP - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

WIRE CENTER - A physical location in which one or more central offices, used for the provision of exchange services, are located.

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SECTION 1 - GENERAL REGULATIONS (CONT'D)

1.3 UNDERTAKING OF THE COMPANY

The Company shall be responsible only for the installation, operation and maintenance of service which it provides and does not undertake to transmit messages under this tariff.

Services provided under this tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this tariff.

1.3.1 Limitations of Liability.

A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 1.4.

B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 1.4, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed, and will include such interest as might be required by Commission rules.

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SECTION 1 - GENERAL REGULATIONS (CONT'D)

1.3 UNDERTAKING OF THE COMPANY (cont'd)

D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense due to:

1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;

2) Any unlawful or unauthorized use of the Company's facilities and services;

3) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;

4) Breach in the privacy or security of communications transmitted over the Company's facilities;

5) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A of this Subsection 1.3.1.

6) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

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SECTION 1 - GENERAL REGULATIONS (CONT'D)

1.3 UNDERTAKING OF THE COMPANY (cont'd)

7) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

8) Any noncompletion of calls due to network busy conditions;

9) Any calls not actually attempted to be completed during any period that service is unavailable; and

10) Any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

E. The Company's liability for any service or performance failure caused by an Act of God, civil commotion, strike, lockout, work stoppage or other labor difficulty; or any terrorist activity or other criminal acts; shall be governed by the Commission's rules and regulations.

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SECTION 1 - GENERAL REGULATIONS (CONT'D)

1.3 UNDERTAKING OF THE COMPANY (cont'd)

F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

G. 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.

H. Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

I. Approval of the above tariff language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Carrier should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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SECTION 1 - GENERAL REGULATIONS (CONT'D)

1.4 ALLOWANCES FOR INTERUPTIONS IN SERVICE

1.4.1 General

A. A credit allowance will be given when service is interrupted, except as specified in Section 1.4.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.

B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

C. All credit allowances shall be in compliance with applicable requirements.

D. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

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.

1.4.2 Limitations of Allowances

No credit allowance will be made for any interruption in service which:

1) Occurs as a result of a negligent or willful act on the part of the Subscriber;

2) Occurs as a result of a malfunction of Subscriber-owned telephone equipment;

3) Occurs as a result of acts of God, military action, wars, insurrections, riots, or strikes; and

4) Extended by the Company's inability to gain access to the Subscriber's premises due to the Subscriber missing a repair appointment.

All adjustments will be made in accordance with the Commission requirements.

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SECTION 1 - GENERAL REGULATIONS (CONT'D)

1.4 ALLOWANCES FOR INTERUPTIONS IN SERVICE (cont'd)

1.4.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

1.4.4 Application of Credits for Interruptions in Service

Credits for interruptions in service shall be provided in accordance with the Commission requirements.

1.4.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (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.

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SECTION 2 RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Use of Service

A. Service may be used for any lawful purpose by the Customer or by any End User.

B. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

C. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

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

1 Service may be used for any lawful purpose by the Customer or by any End User.

2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

3 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations

A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.

B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.

C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.

D. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

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

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.3 Customer-Authorized Use

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

2.1.4 Use and Ownership of Equipment

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

2.2 MINIMUM PERIOD OF SERVICE

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 PAYMENT FOR SERVICE RENDERED

2.3.1 Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. In the event that the Company incurs fees or expenses, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the overdue charges accruing at the rate of 1.5% per month or the highest rate allowed by law, whichever is lower. Collection fees on overdue charges shall begin to accrue when the Account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company.

2.3.2 The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users or customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company.

2.3.3 The Company reserves the right to assess a charge of $10.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. The foregoing shall not limit the Company's right to discontinue service for returned checks or drafts under Section 2.7.1 below.

2.3.4 The Company's billing invoices will be considered correct and binding upon the Customer if no notice is received from the Customer within thirty (30) days of the date of he invoice. (Billing inquiries may be made in writing, in person, or via telephone). Adjustments to Customer's bills shall be made to the extent circumstances exist which reasonably indicate that such changes are appropriate. Upon receipt of a billing inquiry, charges involved in the disputed amounts of the invoice will be temporarily suspended pending resolution f the dispute. The customer, however, remains responsible for the timely payment of the non-disputed amounts of the invoice. If a Customers is not satisfied with the Company's response to an inquiry or request for credit, he or she may appeal to the Kentucky Public Service Commission for final resolution. Any unresolved disputes may be directed to Consumer Services Division, Kentucky Public Service Commission, P.O. Box 615, Frankfort, KY 40602. Customers may also contact the division at (502) 564-3940 or via fax at (502) 564-1582.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4 DEPOSITS

2.4.1 To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be required if the customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. All deposit amounts, refunds and interest payments will comply with the Commission's Rules and Regulations governing telephone utilities.

2.4.2 A deposit may be required in addition to an advance payment.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 ADVANCE PAYMENTS

The Company may require a Customer to make an advance payment for special construction before a specific service or facility is furnished. In general, the advance payment will not exceed an amount equal to the non-recurring charge(s) for special construction for the service or facility. The advance payment will be credited to the Customer's initial bill.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 INSPECTION, TESTING AND ADJUSTMENT

2.6.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

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

2.6.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 SUSPENSION OR TERMINATION OF SERVICE

2.7.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer must remit a Connection Charge as well as any payment due and any applicable deposits prior to reconnection.

Suspension or termination shall not be made until:

a. At least 10 days after written notification has been served personally on the Customer, or at least 20 days after written notification has been mailed to the billing address of the Customer or;

b. At least 10 days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.

Access service shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.7.2 Exceptions to Suspension and Termination

Access service shall not be suspended or terminated for:

a. Nonpayment of bills rendered for charges other than access service or deposits requested in connection with access service;

b. Nonpayment for service for which a bill has not been rendered;

c. Nonpayment for service which have not been rendered;

d. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.

e. Access service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.7.3 Verification of Nonpayment

Access service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless The Company has verified, in a manner approved by the Utility Regulatory Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice.

2.7.4 Termination For Cause Other Than Nonpayment

A. General

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

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or

2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or

3. in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or

4. in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.7.4 Termination For Cause Other Than Nonpayment (cont'd)

B. Prohibited, Unlawful or Improper Use of the Facilities or Service

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

1. The use of facilities or service of the Company without payment of tariff charges;

2. Permitting fraudulent use.

C. Abandonment or Unauthorized Use of Facilities

1 If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service.

2 In the event that access service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:

a. No charge shall apply for the period during which service had been terminated, and

b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

3 Change in the Company's Ability to Secure Access

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

2.7.5 Emergency Termination of Service

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

2.8 OBLIGATIONS OF THE CUSTOMER

2.8.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.8.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.8.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

2.8.4 Testing

The services provided under this tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2.8.5 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.8.6 Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.8.7 Jurisdictional Reports

For Switched Access services, the Company will use the percentage of interstate originating feature group D to determine the percent of interstate usage to apply to all other switched access services provided by the Company to the Customer.

For Switched Access services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and annually thereafter, report the percentage of interstate use and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected interstate percentage that applies to the total trunk group. The revised report will serve as the basis for future billing and will be effective on the next bill date.

No pro-rating or back-billing will be done based on the report. The Company may require call detail records to substantiate projected interstate usage provided to the Company. In the event that the required jurisdictional report is not provided, the Company recorded or estimated percentage of interstate usage will be applied to the bill.

The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.8.8 Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.8.7 will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

A. For nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the state tariff rate per element.

B. For usage sensitive chargeable rate elements, multiply the percent intrastate use times actual use (measure or Company assumed average use) times the stated rate.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 DETERMINATION OF MILEAGE

Service for which rates are mileage sensitive are rated on the airline distance between the Company's switch location and Customer-designated premises or the end office of the Customer-designated premises.

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SECTION 3 SWITCHED ACCESS SERVICE

3.1 GENERAL

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point electrical communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises in the LATA where it is provided.

The application of rates for Switched Access Service is described in Sections 3.5 and 3.6 following. Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

3.2 RATE CATEGORIES

There are three rate categories which apply to Switched Access Service:

- Local Switching
- Local Transport
- Common Line (see Section 5 of this tariff)

3.2.1 Local Switching

Local Switching provides for the use of end office switching equipment. Included in Local Switching are:

Common Switching, which provides the local end office switching functions and optional features.

Transport Termination, which provides for the trunk side arrangements which terminate the Local Transport facilities. The number of Transport Terminations provided will be determined by the Company.

Where end offices are appropriately equipped, international dialing may be provided. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.2 RATE CATEGORIES (CONT'D)

3.2.2 Local Transport

The Local Transport rate category provides the transmission facilities between the Customer premises and the end office switch(es) where the Customer traffic is switched to originate or terminate its communications.

Local Transport is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency path permits the transport of calls in the originating direction (from the End User end office switch to the Customer's premises) and in the terminating direction (from the Customer premises to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

The Company will work cooperatively with the Customer in determining (1) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (2) the directionality of the service.

A. Transmission Paths

The number of Transport transmission paths provided is based on the Customer's order and is determined by the Company.

B. Interconnection

Interconnection of non-Company switched access transport facilities is available between an end office and a Customer point of presence where such facilities are provided.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.3 OBLIGATIONS OF THE COMPANY

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

3.3.1 Network Management

The Company will administer its network to provide acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or customer facilities, natural disasters, mass calling or national security demands.

3.3.2 Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.3 OBLIGATIONS OF THE COMPANY (Cont'd)

3.3.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. The data provides information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. The data does not include service performance data which is provided under other tariff sections, e.g., testing service results. If data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

3.3.4 Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.4 OBLIGATIONS OF THE CUSTOMER

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

3.4.1 Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable.

A. Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.8.7 preceding. Charges will be apportioned in accordance with those reports.

B. Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company option to ensure acceptable service levels

3.4.2 On and Off-Hook Supervision

The Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

3.4.3 Trunk Group Measurements Reports

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.5 RATE REGULATIONS

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

3.5.1 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

3.5.2 Cancellation of Access Service Order

A Customer may cancel an Access Order for the installation of service on any date prior to notification by the Company that service is available for the Customer's Use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or End User is unable to accept Access Service within 30 calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

A. Prior to Firm Order Confirmation Date

If an Access Order is canceled prior to the Firm Order Confirmation date, no charges will apply.

B. On or After Firm Order Confirmation Date

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a flat cancellation fee.

Cancellation Fee: $1,500.00

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.6 RATES AND CHARGES

3.6.1 Recurring Charges

A.	Local Switching Per Access Minute:	$0.05575
B.	Local Transport Per Access Minute:	$0.01487
C.	800 Data Base Access Service Per Query:	$0.003121

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SECTION 4 SPECIAL ACCESS SERVICE

4.1 POINT-TO-POINT DEDICATED ACCESS SERVICE

4.1.1 Description

Citynet's Local Point to Point service is designed for high-bandwidth voice, data, and video applications that demand the full-time availability of a dedicated service. This service uses Citynet's local SONET rings to provide point-to-point dedicated connections between two of your locations or local access to an inter-exchange carrier (IXC) point of presence (POP) at bandwidths ranging from DS-1 to OC-192.

4.1.2 Service Ordering

This section sets forth the regulations for Access Service Requests (ASR) for Dedicated Transport Service, as defined in this tariff.

The Company reserves the right to require that services offered under this tariff be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

- Customer name and Premises address (es);
- Billing name and address (when different from Customer name and address); and
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

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SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

4.1 POINT-TO-POINT DEDICATED ACCESS SERVICE (Cont'd)

4.1.3 Access Service Date Intervals

Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

A. Standard Interval

The Standard Interval for Switched Service will be 10 business days from the Application Date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

B. Negotiated Interval

The Company will negotiate a Service Date interval with the Customer when:

1. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or

2. There is no existing facility connecting the Customer Premises with the Company; or

3. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or

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SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

4.1 POINT-TO-POINT DEDICATED ACCESS SERVICE (Cont'd)

4. The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

4.1.4 Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

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SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

4.2 SPECIAL CONSTRUCTION

4.2.1 General

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company Facilities may be undertaken by the Company 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; or

B. of a type other than that which the Company would normally utilize in the furnishing of its services; or

C. over a route other than that which the Company would normally utilize in the furnishing of its services; or

D. in a quantity greater than that which the Company would normally construct; or

E. on an expedited basis; or

F. on a temporary basis until permanent facilities are available; or

G. involving abnormal costs; or

H. in advance of its normal construction; or

I. when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.

4.3 CUSTOMER ACCEPTANCE

Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

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SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

4.4 BASIS OF RATES AND CHARGES

Rates and charges shall be based on the costs incurred by the Company and may include any one or any combination of the following:

A. Nonrecurring Charges;

B. Recurring Monthly Rates; and/or

C. Termination Liabilities.

4.4.1 Cost Computation

Special Construction costs may include one or more of the following items to the extent that they are applicable:

A. The installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed cost includes but may not be limited to the cost of:

1 equipment and materials provided or used;

2 engineering, labor and supervision;

3 transportation;

4 rights of way; and shipping and delivery.

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SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

4.5 OBLIGATIONS OF THE COMPANY

The Company has certain obligations pertaining only to the provision of Dedicated Transport Service. These obligations are as follows:

4.5.1 Network Management

The Company will administer its network to ensure that provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

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SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

4.5 OBLIGATIONS OF THE COMPANY (Cont'd)

4.5.2 Design of Point-to-Point Dedicated Access Service

The Company shall design and determine the routing of Point-to-Point Dedicated Access Service.

Selection of facilities and equipment in connection with providing the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans.

If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

4.5.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. If the data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

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SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

4.6 RATE REGULATIONS

This section contains the specific regulations governing the rates and charges that apply for Point-to-Point Dedicated Access Service.

4.6.1 Recurring and Nonrecurring Charges

Recurring charges are assessed monthly in connection with providing the Dedicated Transport Service. Nonrecurring charges are one-time charges that apply for a specific work activity (e.g., installation or change to an existing service).

4.6.2 Minimum Periods

Dedicated Transport Service is provided for a minimum period of one month.

4.6.3 Moves

A move of services involves a change in the physical location of one of the following:

- The point of termination at the Customer's premises
- The Customer's premises

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below.

A. Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

B. Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

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SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

4.6 RATES AND REGULATIONS (Cont'd)

4.6.4 Installation of Optional Features

If a separate nonrecurring charge applies for the installation of an optional feature available with Dedicated Transport Service, the charge applies whether the feature is installed coincident with the initial installation of service or at any time subsequent to the initial installation of service.

The charges associated with upgrades in capacity will not apply when the customer maintains the same customer premises location.

4.6.5 Service Rearrangements

Service rearrangements are changes to existing services installed that do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's premises or the Customer's end user's premises. Changes, which result in the establishment of new minimum period obligations, are treated as disconnects and starts.

The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.

Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

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SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

4.6 RATES AND REGULATIONS (Cont'd)

4.6.6 Calculation of Mileage

To determine the rate distance between any two rate centers proceed as follows:

A. Obtain the "V" and "H" coordinates for each rate center.

B. Obtain the difference between the "V" coordinates of the two rate centers. Obtain the difference between the "H" coordinates.

Note: The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.

C. Square each difference obtained in B above.

D. Add the squares of the "V" difference and the "H" difference obtained in c. above.

E. Divide the sum of the squares obtained in D above by 10. Round to the next higher whole number if any fraction is obtained.

F. Obtain the square root of the result obtained in E above. This is the rate distance in miles. (Fractional miles being considered as full miles.)

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SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

4.7 SERVICE DESCRIPTIONS

4.7.1 Wideband Digital Data Service (1.544 Mbps)

Wideband Digital Data Service (WDDS or DS1) is a dedicated high capacity channel used for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital signals at a transmission speed of 1.544 Mbps. Service is furnished on a full-time basis (24 hours a day. Seven days a week).

4.7.2 Rate Descriptions

There are three basic rate elements that apply to WDDS:

- Local Channel
- Interoffice Channel
- Additional Features

A. Local Channel

The Local Channel is the channel between a customer's premises and the Company (or Company service provider's) serving wire center.

B. Interoffice Channel

The Interoffice Channel is defined as the component of the service between two Company (or Company provider's) serving wire centers, or between a serving wire center and a Company-designated digital hub. There is a fixed element as well as a mileage-sensitive element. The mileage-sensitive component is based on the airline miles between serving wire centers (or digital hubs) with fractional miles rounded to the next whole mile.

C. Additional Features

Additional features may include multiplexing, clear channel capability, and Extended Superframe Format (ESF).

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4.7 SERVICE DESCRIPTIONS (Cont'd)

4.7.3 Reserved for Future Use

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SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

4.8 RATES AND CHARGES

4.8.1 Wideband Digital Data Service (1.544 Mbps)

		Installation Charges	Monthly Recurring
A.	Local Channel	$750.00	$350.00
B.	Interoffice Channel		
1	Fixed		
	Mileage Bands		
	0	$ 0.00	$ 0.00
	Over 0 to 1	$ 0.00	$150.00
	Over 1 to 3	$ 0.00	$150.00
	Over 3 to 5	$ 0.00	$175.00
	Over 5 to 15	$ 0.00	$200.00
	Over 15 to 25	$ 0.00	$200.00
	Over 25	$ 0.00	$200.00
2	Mileage-Sensitive, Per Mile		
	Mileage Bands		
	0	$ 0.00	$ 0.00
	Over 0 to 1	$ 0.00	$ 50.00
	Over 1 to 3	$ 0.00	$ 50.00
	Over 3 to 5	$ 0.00	$ 50.00
	Over 5 to 15	$ 0.00	$ 50.00
	Over 15 to 25	$ 0.00	$ 50.00
	Over 25	$ 0.00	$ 50.00
3	Additional Features		
	Multiplexing		
	DS1 to Voice	$ 0.00	$250.00
	DS1 to DS0	$ 0.00	$300.00

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4.8 RATES AND CHARGES (cont'd)

4.8.2 Reserved for Future Use

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SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

4.9 SERVICE TRANSFER CHARGES

4.9.1 Description

Service Transfer Charges are applied for processing a request to move a customer from the Company's local exchange service to another carrier's local exchange service.

These charges are applied to the requesting carrier on a per order and per line basis for each Local Service Request (LSR) received by the Company.

4.9.2 Rate Elements

	Electronic Processing	Manual Processing
LSR Order Charge, per order	$17.93	$24.07
LSR Line Charge, per line	$17.71	$17.71

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SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

4.10 DEDICATED 911 TRANSPORT SERVICE

4.10.1 Application of Service

Service provides for dedicated access to appropriate 911 Tandem as required for end user access to emergency 911 service.

4.10.2 911 High Capacity Channel Description

A 911 High Capacity channel is a channel for the digital transmission of 1.544, 3.152, or 44.736 Mbps isochronous serial data. The actual bit rate and framing format is a function of the channel interface selected by the customer. High Capacity channels are provided between customer designated premises, between a customer designated premises and a Telephone Company Hub or Hub-to-Hub at 1.544 and 44.736 Mbps transmission.

4.10.3 DS1 High Capacity/1.544 Mbps Service

DS1 service (a 1.544 Mbps facility) is provided with electrical interface. A nominal 64.0 kbps service is available only as a channel of a 1.544 Mbps facility between two Telephone Company Digital Data Hubs or as a cross connect of two 2.4, 4.8, 9.6, 19.2, 56.0, or 64.0 kbps channels of two DS1 services at a Digital Data Hub(s). The customer must provide system and channel assignment data.

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SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

4.10 DEDICATED 911 TRANSPORT SERVICE (cont'd)

4.10.4 Central Office Multiplexing

A. DS3 to DS1

An arrangement that converts a 44.736 Mbps channel to 28 DS1 channels using digital time division multiplexing.

1 DS1C to DS1

An arrangement that converts a 3.152 Mbps channel to two DS1 channels using

2 DS1 to Voice

An arrangement that converts a 1.544 Mbps channel to 24 channels for use with Voice Grade Services. A channel(s) of this DS1 to the Hub can also be used for WATS access Line, Program Audio or Metallic Services.

3 DS1 to Digital

An arrangement that converts a 1.544 Mbps channel to 24 channels for use with individual digital data circuits to the Hub at speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps. A channel(s) of this DS1 to the Hub can also be used for WATS Access Line, Voice Grade, Program Audio, or Metallic Services.

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4.10 DEDICATED 911 TRANSPORT SERVICE (cont'd)

4.10.5 Rates

A. Channel Mileage

	Monthly Rates	
	Fixed	Per Mile
1.544 Mbps	$46.66	$21.40

B. Optional Features and Functions

Multiplexing	Monthly Rates	Nonrecurring Charges
DS1 to Digital*	$207.00	None (per arrangement)

*A channel(s) of this DS1 to the Hub can be used for WATS Access Line, Voice Grade, Program Audio, or Metallic Services.

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SECTION 5 CARRIER COMMON LINE ACCESS SERVICE

5.1 GENERAL

The Company will provide Carrier Common Line Access Service to Customers in conjunction with Switched Access Service provided in Section 3 of this tariff. Carrier Common Line provides for the use of End Users' Company-provided common lines by Customers for access to such End Users to furnish Intrastate Communications.

5.2 LIMITATIONS

No telephone number or detailed billing will be provided with Carrier Common Line Access. Directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access.

5.3 APPLICATION OF INTRASTATE CHARGES

Intrastate rates apply only to that portion of Carrier Common Line Service provided for intrastate usage. Jurisdictional reporting is required as described in Section 2.8.7 of this tariff.

5.4 RATES AND CHARGES

Per access minute: $0.0093869

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SECTION 6 SPECIAL ARRANGEMENTS

6.1 SPECIAL CONSTRUCTION

6.1.1 Basis for Charges

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

1) Nonrecurring charges;

2) Recurring charges;

3) Termination liabilities; or

4) Combinations of 1), 2) and 3).

6.1.2 Basis for Cost Computation

The costs referred to in 6.1.1 preceding may include one or more of the following items to the extent they are applicable:

1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:

   a) Equipment and materials provided or used;
   b) Engineering, labor and supervision;
   c) Transportation; and
   d) Rights of way and/or any required easements.

2) Cost of maintenance;

3) Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

4) Administration, taxes and uncollectible revenue on the basis of reasonable average cost for these items;

5) License preparation, processing and related fees;

6) Tariff preparation, processing and related fees;

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SECTION 6 SPECIAL ARRANGEMENTS (CONT'D)

6.1 SPECIAL CONSTRUCTION (Cont'd)

7) Any other identifiable costs related to the facilities provided; or

8) An amount for return and contingencies.

6.1.3 Termination of Liability

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

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

B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

1 Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:

a) Equipment and materials provided or used;
b) Engineering, labor and supervision;
c) Transportation; and
d) Rights of way and/or any required easements.

2 License preparation, processing and related fees;

3 Tariff preparation, processing and related fees;

4 Cost of removal and restoration, where appropriate; and

5 Any other identifiable costs related to the specially constructed or rearranged facilities.

C. The termination liability method for calculation the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 6.1.3.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 6.1.3.B. preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

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6.1 SPECIAL CONSTRUCTION (Cont'd)

6.1.4 Reserved for Future Use.

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SECTION 6 SPECIAL ARRANGEMENTS (CONT'D)

6.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

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

6.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

In special situations, and subject to Commission review and approval, rates for specialized services will be determined on an Individual Case Basis and specified by contract between the Company and the customers. Any such contract will be filed with the Commission.

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SECTION 7 RECIPROCAL COMPENSATION ARRANGEMENTS

7.1 GENERAL

Reciprocal Compensation Arrangements are available to Other Network Providers ("ONP's") who are also certified providers of local exchange service. Under a Reciprocal Compensation Arrangement, the Company compensates the ONP for Company traffic terminating on the ONP's network and the ONP compensates the Company for ONP traffic terminating on the Company's network.

The Carrier Common Line element shall not apply to Reciprocal Compensation Arrangements.

The Local Switching element shall apply to Reciprocal Compensation Arrangements.

The Local Transport element will apply to Reciprocal Compensation arrangements. The Local Transport element does not apply to traffic delivered over direct trunks to an end office where the ONP has ordered Expanded Interconnection Service at a Company end office switch or the Company has obtained similar interconnection at an ONP location.

The Company will pay transport charges for traffic that it terminates on a cellular carrier's network until such time as that carrier interconnects, through its own facilities or a third carrier's facilities, directly to a Company end office.

7.2 MEASUREMENT OF ACCESS MINUTES AND DETERMINATION OF BALANCE

The Company and Other Network Provider will measure, on a monthly basis, the originating and terminating local usage

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SECTION 8 BILLING AND COLLECTION

8.1 GENERAL

The Company will provide the following services:

- Recording Service
- Billing Name and Address (BNA)

8.2 RECORDING SERVICE

Recording is the entering on magnetic tape or other acceptable media the details of customer messages originated through switched access service. Recording is provided 24 hours a day, 7 days a week.

The company will provide recording service in association with the offering of Feature Groups B for 900 Access Service, C, and D Switched Access Service for customer messages that can be recorded by company-provided automatic message accounting equipment. In addition, where the company records the customer messages on manual tickets, the company will provide recording service for the manual tickets and at offices where the company provides Feature Group A switched access service and has the ability to record the Feature Group A call detail with automatic message accounting equipment and mark the recorded call detail as Feature Group A call detail for a specific customer, the company will provide the recording service for Feature Group A switched access service. At the request of the customer, recording service will be provided for Feature Group D switched access service on an end office and type of call basis. Type of call means message telecommunications service (MTS) including 700 and 900 service, calls originating and/or terminating over a WATS access line, and station message detail recording for MTS and calls originating from a WATS access line.

The company will provide recording service in its operating territory. The minimum territory for which the company will provide recording service is all the appropriately equipped offices in a state operating territory for which the customer has ordered Feature Group A, B for 900 service, C, or D switched access service. A state operating territory of a particular telephone company includes all its LATAs or market areas which are located in the same state including the areas in contiguous states which are assigned to such LATAs or market areas and served by the same company.

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SECTION 8 BILLING AND COLLECTION (CONT'D)

8.2 RECORDING SERVICE (Cont'd)

For Feature Group B or 900 Access Service, C, and D Switched Access Service, the term "customer message" used herein denotes an intrastate call originated by a customer's end user. Station message detail recording is an optional feature which provides a record of customer messages originated by MTS and WATS access lines. Such detail will be provided as part of Feature Group D end office and type of call recording service when requested by the customer. For Feature Group A switched access service, the term "customer message" used herein denotes a call over an intrastate Feature Group A switched access service. A call includes both calls originated to and terminated from a Feature Group A switched access service. The beginning and ending of a customer message are determined pursuant to the written instructions of the customer.

8.2.1 Undertaking of the Company

A. The company will record all customer messages carried over Feature Group B for 900 access service, C, and D switched access service that are available to company-provided recording equipment or operators. The company will record all customer messages, including interLATA intrastate messages and interLATA interstate messages, carried over a Feature Group A switched access service. Unavailable customer service messages (i.e. certain Feature Group C operator and TOPS messages which are not accessible by company-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by the company.

B. A standard format for the provision of the recorded customer message detail will be established by the company and provided to the customer. If, in the course of company business, it is necessary to change the format, the company will notify the involved customers six months prior to the change.

Assembly and editing, provision of customer detail, data transmission to a customer location, special orders for recording and program development will be provided to the customer on a contractual basis.

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SECTION 8 BILLING AND COLLECTION (CONT'D)

8.2 RECORDING SERVICE (Cont'd)

C. Recorded customer message detail which is used at the request of the customer to provide message processing and message bill processing service is not retained by the company for longer than 45 days. The rates for unbilled message detail and the billed message detail is retained for reference in place of the recorded customer message detail. For recorded customer message detail not used by message processing service at the customer's request, the company will make every reasonable effort to recover recorded customer message detail previously made available to the customer and make it available again for the customer. The charges as set forth in the rate schedule, following, will apply for all such detail provided. Such a request must be made within thirty (30) days from the date the details were initially made available to the customer.

8.2.2 Liability of the Company

Notwithstanding 8.2.1 preceding, the company's liability for recording service is as follows:

Unless there is an expressed written agreement to the contrary, in the absence of gross negligence or willful misconduct, no liability for damages to the customer or other person or entity other than as set forth in (A) and (B) preceding shall attach to the company for its action or the conduct of its employees in providing recording service.

8.2.3 Obligations of the Customer

The customer shall order recording service under a special order.

The customer shall order recording service at least one month prior to the date when the customer message detail is to be recorded, unless customer's request requires that recording service be provided by end office and type of call, then the ordering interval will be determined on an individual case basis.

The customer shall order recording service for Feature Group D switched access by end office and type of call in accordance with the terms and conditions established on an individual case basis special order.

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SECTION 8 BILLING AND COLLECTION (CONT'D)

8.2 RECORDING SERVICE (Cont'd)

8.2.4 Payment Arrangements and Audit Provision

A. Notice and Scope

1 Upon forty-five (45) days' prior written notice by the customer to the company (or such shorter period as the parties may mutually agree upon), the customer or its authorized representative shall have the right to commence an audit during normal business hours and at intervals of no more than one audit in any six month period. The audit will be limited to all such records and accounts as may, under recognized accounting practices, contain information bearing upon amounts subject to being billed to the customer's end users by the company as part of its provision of billing and collection services and the changes to the customer for other services provided by the company pursuant to this tariff.

2 The written notice of audit shall identify the date upon which it is to commence, the location, the customer's representatives, the subject matter of the audit, and the materials to be reviewed.

3 The written notice of audit shall be directed to the company's representative at the address stipulated by such representative.

4 The company may, within thirty (30) days of receipt of the customer's notice of audit, postpone commencement by written notice for a period not to exceed fifteen (15) days, but only for good cause. The company shall also indicate the new date for commencement of said audit.

5 Upon completion of the audit, the customer's auditors are to provide an oral report of their findings to the company prior to their departure, followed by a letter within thirty (30) days confirming findings.

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8.2 RECORDING SERVICE (Cont'd)

B. Payment of Expense

Each party shall bear its own expenses in connection with the conduct of an audit. Special data extractions required by the customer for its representative to conduct the audit will be paid for by the customer. "Special data extraction" for auditing purposes shall mean programming, clerical and computer time required to create an output record (from existing data files) that cannot normally be created from current software programs in the production program library.

C. Requests for Examinations

1 In addition to audits, the customer, or its representatives, may request, from time to time, the opportunity to conduct an examination, as defined in (ii) following. The company will make reasonable efforts to accommodate requests for examination and to cooperate in the conduct of an examination.

2 An "examination" shall, for purposes of this section, constitute a reasonable inquiry on a single issue or a specific topic related to billing and collection service for a stated reason.

Upon concurrence by both parties that errors or omissions exist, adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit.

D. Audit Provision

All information received or reviewed by the customer or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purposes.

E. Minimum Period and Minimum Monthly Charges

The minimum period for which recording service without sorting is provided and for which charges apply is one month.

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SECTION 8 BILLING AND COLLECTION (CONT'D)

8.2 RECORDING SERVICE (Cont'd)

F. Cancellation of a Special Order

A customer may cancel a special order for recording service on any date prior to the service date. The cancellation date is the date the company receives written or verbal notice from the customer that the special order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. The service date for recording service is the date the customer requests the recordings to start. When a customer cancels a special order for recording service after the order date but prior to the start of service, a special order charge and the minimum monthly charges will apply.

G. Changes to Special Orders

When a customer requests material changes to a pending special order for recording service, the pending special order will be canceled and the requested changes will be undertaken if they can be accommodated by the company under a new special order. All cancellation charges as set forth in (C) preceding will apply for the canceled special order.

8.2.5 Rate Regulations

The special order charge applies for each special order accepted by the company for recording service or for a subsequently requested change.

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SECTION 8 BILLING AND COLLECTION (CONT'D)

8.3 BILLING NAME AND ADDRESS SERVICE

Billing Name and Address (BNA) service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the company.

BNA service is provided for the sole purpose of permitting the customer to bill its telephonic communications services to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The customer may not use BNA information to bill for merchandise, gift certificates, catalogs, or other services or products.

BNA services is provided on both a manual and a mechanized basis. On a manual basis, the information will be provided by voice telecommunications or by mail, as appropriate. On a mechanized basis, the information will be entered on magnetic tape containing recorded customer messages.

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SECTION 8 BILLING AND COLLECTION (CONT'D)

8.3 BILLING AND ADDRESS SERVICE (CONT'D)

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the company's database. In addition, BNA information for messages originated from data terminal numbers (DTNs) of data communications services is furnished on a manual basis only.

8.3.1 Undertaking of the Company

A. A request for information on over 100 and up to 500 telephone numbers should be mailed to the company. The company will provide the response by first class U.S. Mail within ten (10) business days.

B. Upon receipt of a magnetic tape of recorded customer messages, the company will, at the request of the customer, provide BNA service on a mechanized basis. The tape of messages may be provided by the customer or, where the customer subscribes to recording service as set forth in 8.2 preceding, may be the output from that service. The company will enter the BNA information on the recorded message tape and send the tape to the customer by first class U.S. Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.

C. The company will provide a response to customer-provided tapes by mail within six (6) business days of receipt. The company will process and mail tapes which are the output of recording service every fifth business day.

D. The company will specify the format in which requests and tapes are to be submitted.

E. The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the company customer records information system, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the company will provide an indicator on the confidential records.

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8.3 BILLING AND ADDRESS SERVICE (CONT'D)

F. The company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

8.3.2 Obligations of the Customer

A. With each order for BNA service, the customer shall identify the authorized individual and address to receive the BNA information.

B. A customer which orders BNA service on a mechanized basis and which intends to submit tapes of record messages for processing must provide the company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.

C. The customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those customer personnel or agents with a need to know the information. The customer must handle all billing name and address information designated as confidential by the company in accordance with the company's procedures concerning confidential information. The company will provide to the customer a statement of its procedures concerning confidential information.

D. The customer shall not publicize or represent to others that the company jointly participates with the customer in the development of the customer's end user records, accounts, databases or market data, records, files and databases or other systems it assembles through the use of BNA service.

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SECTION 8 BILLING AND COLLECTION (CONT'D)

8.3 BILLING AND ADDRESS SERVICE (CONT'D)

E. When the customer orders BNA service for both interstate and intrastate essages, the projected percentage of interstate use must be provided in a whole number to the company. The company will designate the number obtained by subtracting the projected interstate percentage from 100 (100-projected interstate percentage = intrastate percentage) as the projected intrastate percentage. This whole number percentage will be used by the company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth below.

Effective on the first of January, April, July, and October of each year the customer may update the jurisdictional report. The customer shall forward to the company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June, and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e. February, May, August, and November). No prorating or backbilling will be done based on the report. If the customer does not supply the report, the company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the company will assume the percentages to be the same as those provided in the order for service.

F. The company shall use reasonable efforts to provide accurate and complete lists. The company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

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SECTION 8 BILLING AND COLLECTION (CONT'D)

8.3 BILLING AND ADDRESS SERVICE (CONT'D)

8.3.3 Rate Regulations

A. Service Establishment Charges apply for the initial establishment of BNA service on a manual basis, for the initial establishment of BNA service on a mechanized basis and for establishment of a master BNA list for a customer.

B. A charge applies for each request for BNA information for a telephone number or DTN number on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis.

The company will keep a count of the requests and of the messages processed. The company will bill the customer in accordance with these counts whether or not the company was able to provide BNA information for all request and messages.

C. Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in the rate schedule following will apply to each such message.

D. Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the company between interstate and intrastate.

The percentages provided in the reports as set forth in 8.3.2(E) preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (i.e., requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use times the stated tariff rate.

E. When a customer cancels an order for BNA service after the order date, the service establishment charge applies.

F. Rates:

Recording, per customer message	$0.000273
ANI, per attempt	$0.000193
BNA	
service establishment charge	$50.94
query charge per telephone number	$0.33

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