KENTUCKY TELECOMMUNICATIONS TARIFF

Rates, Terms and Conditions
Relating to the Provision of Resale Local Exchange Service in the State of Kentucky

Trans National Communications International, Inc.

2 Charlesgate West
Boston, Massachusetts 02215

Tariff ("Tariff") contains descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed local exchange telecommunications Services provided by Trans National Communications International, Inc. ("TNCI") within the State of Kentucky. Please note this Tariff is on file with the Public Service Commission of Kentucky("Commission"). In addition, Tariff may be inspected during normal business hours at TNCI's principal place of business at 2 Charlesgate West, Boston, Massachusetts 02215. Questions regarding this Tariff should be addressed to Charles R. Luca, Senior Vice President / Operations at (617) 369-1138, via Email at cluca@tncii.com or via postal service at TNCI's principal business address.

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CHECK SHEET

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS

(C) To signify a changed regulation.

(D) To signify a discontinued regulation.

(I) To signify increased rate.

(M) To signify material relocated from or to another tariff location.

(N) To signify a new rate or regulation.

(R) To signify a reduced rate.

(S) To signify a correction or reissued matter.

(T) To signify a change in text only.

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TARIFF FORMAT

A. **(Sheet / Page – choose one) - Numbering** - Sheet numbers appear in the upper right corner of the Sheet. Sheets are numbered sequentially. However, occasionally, when a new Sheet is added between Sheets already in effect, a decimal is added. For example, a new Sheet added between Sheets 14 and 15 would be 14.1.

B. **(Sheet / Page Revision – choose one) - Numbers** - Revision numbers also appear in the upper right corner of each Sheet. These numbers are used to determine the most current Sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current Sheet number on file with the Commission is not always the Sheet in effect. Consult the Check Sheet for the Sheet currently in effect.

C. **Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
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D. **Check Sheets** - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the Sheets contained in the Tariff with a cross-reference to the current revision number. When new Sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by and asterisk (*). There will be no other symbols used on this Sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some Sheets). The Tariff user should refer to the latest Check Sheet to find if a particular Sheet is the most current on file with the Commission.

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APPLICATION OF TARIFF

A. This Tariff schedule sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of specialized combined local exchange Services offered by TNCI to Customers in the State of Kentucky, subject to availability.

B. TNCI has been granted authority to provide Local Exchange Service in the areas served by Verizon and AT&T.

C. The rates and regulations contained in this Tariff apply only to the intrastate telecommunications Services furnished by TNCI and do not apply, unless otherwise specified, to the lines, facilities, or the Services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of TNCI. This Tariff does not cover any information service or other unregulated service offered by TNCI. TNCI will offer any information or other unregulated service in accordance with TNCI's current price list or contract, whichever applies to the particular Customer.

D. TNCI may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of TNCI at variance with the terms hereof, or any failure, refusal or neglect of TNCI to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by TNCI to exercise any right, power or option hereunder.

E. The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Certain terms used generally throughout this Tariff are defined in this section. Other terms having reference only to a specific Service offered by TNCI may be defined in the sections applicable to that Service.

Access Line: A circuit providing Exchange Service between a Customer's standard network interface and a serving switching center.

Applicant: The individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which has applied to TNCI for Services provided as set forth in this Tariff.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Service or is placed in a position by the Customer, either through acts or omissions, to use Service.

Basic Local Exchange Service: Service that includes the following:

* Single-party Service;
* Voice grade access to the public switched network;
* Support for local use;
* Dual tone multifrequency signaling (touch-tone);
* Access to emergency Services (911);
* Access to operator Services;
* Access to Interexchange Services;
* Access to directory assistance; and
* Toll limitation Services.

Business Customer: A Business Customer is a Customer who subscribes to TNCI's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature. Please note, TNCI only offers Service(s) to business customers; TNCI does not offer Service(s) to residential customers.

Called Station: The terminating point of a call (i.e., the called number).

Carrier: An entity certified by the Commission to provide telecommunications Services within the State of Kentucky. Companies providing telecommunications Services but for which certification is not required by Commission are also included in this definition.

Central Office: A switching unit, in one location of a telecommunications system providing Service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting lines.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

Channel: A communications path between two or more points of termination.

Commission: State of Kentucky Public Service Commission.

TNCI: Trans National Communications International, Inc. ("TNCI").

Customer: The individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which contracts for telephone Service and is responsible for the payment of charges and compliance with the rules and regulations of TNCI. Please note, TNCI only offers Service(s) to business customers within the State of Kentucky.

Customer Premises: A location designated by the Customer for the purposes of connecting to TNCI's Services.

Directory Listing: The publication in alphabetical directory published by an incumbent local exchange carrier ("LEC") of information relative to a subscriber's telephone number, by which telephone Users are enabled to ascertain the telephone number of a desired telephone.

Disconnect or Disconnection: The termination of a circuit connection between the Originating Station and the Called Station or TNCI's operator.

End User: Any person, firm, corporation, partnership or other entity that uses the Services of TNCI under the provisions and regulations of this Tariff. The End User is responsible for payment unless the charges for the Services utilized are accepted and paid by another Customer.

Exchange: A basic unit for the administration of communication Services in a specified area, called the Exchange Area. It usually consists of one or more Central Offices together with the associated plant used in furnishing communication Service in that area.

Facility or Facilities: Includes, in the aggregate or otherwise, but is not limited to, the following: Channels, Lines, Apparatus, Devices, Equipment, Accessories, Communications paths and Systems, which are provided by TNCI and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

Force Majeure: Causes beyond TNCI's control, including but not limited to: acts of God, fire, flood explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over TNCI, or of any department, agency, commission, bureau, corporation related thereto.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed federal government holiday.

Installation Charges: Charges, which are assessed on a non-recurring basis at the establishment of a Service.

Interexchange: Telephone calls, Traffic, Facilities or other items that originate in one Exchange and terminate in another.

InterLATA: A term used to describe Services, functions, etc., that relate to telecommunications originating in one LATA and terminating outside of the originating LATA.

IntraLATA: A term used to describe Services, revenues, functions, etc., that relate to the telecommunications that originate and terminate within the same LATA.

Joint User: An individual, partnership, association or corporation sharing a Customer's Exchange Service according to the provisions of this Tariff for such shared use.

LATA (Local Access and Transport Area): A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192 or any other geographical area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4 or its successor Tariffs.

Local Calling Area: One or more rate centers within which a Customer can place calls without incurring long-distance (toll) charges.

Local Exchange Carrier ("LEC"): A company that furnishes Local Exchange telecommunications Service.

Local Exchange Service: The furnishing of telecommunications Service to individual and Business Customers within a specified geographical area for Basic Local Exchange Service.

Local Exchange Service Area: The area within which a Customer may make calls without payment of message toll charges. A Local Exchange Service Area may include one or more Exchange Areas of TNCI or of other telephone companies.

Premises: The building, or portion or portions of a building or structure, occupied at one time by a Customer either as a residence or for business use.

Service(s): The intrastate telecommunications Service(s) that TNCI offers as set forth in this Tariff.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

Station: Telephone equipment from or to which calls are placed.

Telecommunications Relay Service (TRS): Enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices, to communicate freely with the hearing population not using text telephone and visa versa.

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

User: A Customer or any other person authorized by the Customer to use Service provided under this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF TNCI

2.1.1. Scope

A. TNCI undertakes to furnish competitive Local Exchange communications Services within the State of Kentucky pursuant to the rates, terms and conditions set forth in this Tariff.

B. Customers and Users may use Services and Facilities provided under this Tariff to obtain access to Services offered by other service providers. TNCI is responsible under this Tariff only for the Services and Facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to TNCI network in order to originate or terminate its own services, or to communicate with its own customers.

C. TNCI offers Services to Customers for the transmission and reception of voice, data, and other types of communications.

D. TNCI does not transmit messages pursuant to this Tariff, but its Services may be used for that purpose.

E. TNCI's Services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week, and three-hundred and sixty-five (365) days per year.

F. TNCI may, at TNCI's sole discretion, elect to employ third parties to perform any of its obligations under this Tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF TNCI, Continued

2.1.2. Shortage of Equipment or Facilities

A. TNCI reserves the right to limit or to allocate the use of existing Facilities, or of additional Facilities offered by TNCI, when necessary because of lack of Facilities, or due to some other causes beyond TNCI's control.

B. The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary Facilities and is limited to the capacity of TNCI's Facilities as well as Facilities TNCI may obtain from other Carriers to furnish Service from time to time as required at the sole discretion of TNCI.

C. Notwithstanding anything else in this Section, the quality of Service will meet or exceed the minimum standards set forth in Commission regulations as amended from time to time.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF TNCI, Continued

2.1.3. Terms and Conditions

A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30-days.

B. Customers may be required to enter into written Service orders, which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in this Tariff; further, Customers will also be required to execute any other documents as may be reasonably requested by TNCI.

C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, Service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30-days' written notice. Any termination shall not relive the Customer of its obligation to pay any charges incurred under the Service order and this Tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the Service order, shall survive such termination.

D. This Tariff shall be interpreted and governed by the laws of the State of Kentucky.

E. No other telecommunications provider may interfere with the right of any person or entity to obtain Service directly from TNCI. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any Services in order to have the right to obtain Service directly from TNCI.

F. To the extent that either TNCI or any other telephone TNCI exercises control over available cable pairs, conduit, duct space, raceways, or other Facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which TNCI makes similar Facilities under its control available to its Customers. At the reasonable request of either party, TNCI and the other telephone TNCI shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF TNCI, Continued

2.1.4. Liability of TNCI

Because the Customer has exclusive control of its communications over the Services furnished by TNCI, and because interruptions and errors incident to these Services are unavoidable, the Services TNCI furnishes are subject to the terms, conditions, and limitations specified in this Tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular Services and Facilities furnished under this Tariff.

A. Liability for Service Disruption - The liability of TNCI for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services or arising out of the failure to furnish the Service, whether caused by act or omission, shall be limited to the proportionate charge (based on the rates then in effect) for the Service during the period of time in which the Service is affected. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of TNCI. TNCI will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any TNCI Service, equipment, or Facilities, or the acts or omissions or negligence of TNCI's employees or agents.

B. Indemnification - TNCI will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless TNCI from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:

1. Circumstances Beyond TNCI's Control - TNCI shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the Unites States government or of any other government, including state and local governments having or claiming jurisdiction over TNCI, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing Service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties when it does not involve TNCI's employees.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF TNCI, Continued

2.1.4. Liability of TNCI, Continued

2. Acts of Other Entities - TNCI shall not be liable for: (a) any act or omission of any entity furnishing TNCI or TNCI's Customers facilities or equipment used for or with the Services TNCI offers, or (b) for the acts or omissions of other Carriers or warehousemen.

3. Acts of the Customer - TNCI shall not be liable for any damages or losses due to the fault of negligence of the Customer, its employees, agents, or suppliers, or due to the failure of malfunction of Customer-provided equipment or facilities. This limitation of liability also pertains to Customer Premises Equipment ("CPE") purchased or leased from TNCI by the Customer.

4. Damage to Customer's Premises - TNCI shall not be liable for any defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of TNCI's agents or employees.

5. Liability for Acts of Other Carriers or Companies - TNCI shall not be liable for any act or omission of any other TNCI or companies supplying a portion of the Service, or for damages associated with Service, Channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with TNCI Services.

6. Liability for Transmission Errors - TNCI shall not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the Service of TNCI, (1) caused by Customer-provided equipment or (2) not prevented by Customer-provided equipment but which would have been prevented had TNCI-provided equipment been used.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF TNCI, Continued

2.1.4. Liability of TNCI, Continued

B. Indemnification, Continued

7. Disconnection of Service - TNCI shall not be liable for the Disconnection of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such Disconnection of Service complied with the applicable rules and regulations; or

8. Violations - TNCI shall not be liable for violations of the obligations of the Customer under this Tariff; or

9. Interruption - TNCI shall not be liable for the interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service; or

10. Loss, Destruction or Damage - TNCI shall not be liable for any loss, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either TNCI or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of TNCI, Customer, Authorized User or their employees, agents representatives or invitees; or

11. Unlawful Acts - TNCI shall not be liable for unlawful acts of TNCI's agents and employees if committed beyond the scope of their agency or employment; or

12. Disclosure - TNCI shall not be liable for misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Tariff, so long as TNCI has complied with any applicable rules and regulation related thereto; or

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SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF TNCI, Continued

2.1.4. Liability of TNCI, Continued

B. Indemnification, Continued

13. Fees - TNCI shall not be liable for fees TNCI delivered to a jurisdiction in question and not returned to TNCI; or

14. Caller ID Blocking - TNCI shall not be liable for any failures, errors malfunctions or omissions of Caller ID Blocking whether or not arising from or relating to any ordinary negligence or other conduct by TNCI; or,

15. Unauthorized Use - TNCI shall not be liable for any unauthorized use of the Service provided to Customer.

C. Limitations of Damages and of Period for Bringing Claims - The entire liability of TNCI for any claim, loss, damage or expense from any cause whatsoever shall in no even exceed sums actually paid to TNCI by the Customer for the specific Services giving rise to the claim, and no action or proceeding against TNCI shall be commenced more than one (1) year after the Service related to the claim is rendered.

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2.1. UNDERTAKING OF TNCI, Continued

2.1.4. Liability of TNCI, Continued

D. Service Installation and Operation - TNCI does not guarantee nor make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold TNCI harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, harm, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of Service furnished by TNCI at such locations. TNCI reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.

E. Connection to TNCI's Network - TNCI shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to TNCI's network. The Customer shall secure all licenses, permits, rights of way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with TNCI's Service, that the signals emitted into TNCI's network are of the proper mode, band-width, power data speed, and signal level for the intended use of the Customer and that the signals do not damage TNCI equipment, injure its personnel or degrade Service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to TNCI equipment, personnel, or the quality of Service to other Customers, TNCI may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, TNCI may, upon written notice, terminate the Customer's Service without liability.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF TNCI, Continued

2.1.4. Liability of TNCI, Continued

F. EXPRESS AND IMPLIED WARRANTIES - TNCI 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.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TNCI EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. TNCI MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES TNCI MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.

G. Errors in Billing - The liability of TNCI for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the even that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

H. Provision of Service - TNCI will not be liable for any refusals or failures to provide or delays in commencing Service to any Customer or for any failure to provide or maintain Service at any particular performance level.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF TNCI, Continued

2.1.4. Liability of TNCI, Continued

I. Emergency 911 Service

With respect to emergency 911 Service:

1. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. TNCI is not responsible for any losses, claims, demands, suites or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this Service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this Service.

2. Neither is TNCI responsible for any infringement nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 Service features and the equipment associated therewith, or by any Services furnished by TNCI including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 Service, and which arise out of the negligence or other wrongful act of TNCI, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF TNCI, Continued

2.1.4. Liability of TNCI, Continued

J. Directory Listings - TNCI has no liability for damages arising from errors, mistakes in or omissions of Directory Listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof.

1. Cost and Time - TNCI's liability arising from errors or omissions in Directory Listings shall be limited to the actual cost to the Customer for the Directory Listing during a given period of time. There is no liability to TNCI and there will be no recovery by a Customer for loss of business to a Customer for errors or omissions in Directory Listings.

2. Private and Semi-Private Listings - In conjunction with private and semi-private listing Services, TNCI will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number. TNCI will try to prevent the disclosure of the number of such telephone, but will not be liable in any manner should such number be divulged.

3. Non-Published Listings and Emergency Calls - When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, TNCI will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such government authority. By subscribing to Service under this Tariff, the Customer acknowledges and agrees with the release of information under the provisions as described above.

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2.1. UNDERTAKING OF TNCI, Continued

2.1.5. Service-Affecting Activities

A. TNCI will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or Facilities additions, removals or rearrangements and routine preventative maintenance.

2.1.6. Provision of Equipment and Facilities

A. TNCI shall use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff. TNCI does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.

B. TNCI shall use reasonable efforts to maintain only the Facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, Disconnect, remove, and attempt to repair, or otherwise interfere with any of the Facilities or equipment installed by TNCI, except upon the written consent of TNCI.

C. TNCI may substitute, change any equipment or Facility at reasonable times, but shall not thereby alter the technical parameters of the Service provided the Customer.

D. Equipment TNCI provides or installs at the Customer Premises for use in connection with the Services TNCI offers shall not be used for any purpose other than that for which it was provided by TNCI.

E. The Customer shall be responsible for the payment of Service charges as set forth herein for visits by TNCI'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 TNCI, including but not limited to the Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF TNCI, Continued

2.1.6. Provision of Equipment and Facilities, Continued

F. TNCI shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the Facilities furnished pursuant to this Tariff, the responsibility of TNCI shall be limited to the furnishing of Facilities offered under this Tariff and to the maintenance and operation of such Facilities. Subject to this responsibility, TNCI shall not be responsible for:

1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or

2. The reception of signals by Customer-provided equipment.

2.1.7. Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside TNCI's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to TNCI 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.

2.1.8. Special Construction

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

A. where Facilities are not presently available, and there is no other requirement for the Facilities so constructed;

B. of a type other than that which TNCI would normally utilize in the furnishing of its Services;

C. over a route other than that which TNCI would normally utilize in the furnishing of its Services;

D. in a quantity greater than that which TNCI would normally construct;

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2.1. UNDERTAKING OF TNCI, Continued

2.1.8. Special Construction, Continued

E. on an expedited basis;

F. on a temporary basis until permanent Facilities are available;

G. involving abnormal costs; or

H. in advance of its normal construction.

2.1.9. Ownership of Facilities

Title to all Facilities in accordance with this Tariff remains in TNCI, its agents, wholesale partners or contractors.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.2. PROHIBITED USES

2.2.1. No Unlawful Purpose

The Services TNCI offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2. Compliance Letter Required

TNCI may require Applicants for Service who intend to use TNCI's offerings for resale and/or for shared use to file a letter with TNCI confirming that their use of TNCI's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

2.2.3. No Interference

Service may not be used in any manner, which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by TNCI. TNCI may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.2.4. Assignment Provisions

A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of TNCI. TNCI will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to TNCI for regulated communications Services. Such a transfer will be treated as a Disconnection of existing Service and installation of new Service, and non-recurring Installation Charges as stated in this Tariff will apply.

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2.2. PROHIBITED USES, Continued

2.2.5. TNCI Provided Equipment

Equipment TNCI provides or installs at the Customer's Premises for use in connection with the Services TNCI offers may not be used for any other purpose other than for which TNCI provided it. Customer may not, and may not permit others to, rearrange, Disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by TNCI or TNCI's agent, except upon the consent of TNCI.

2.2.6. Service Used for Compensation

Service may not be used for any purpose for which the Customer receives any payment or other compensation, except when the Customer is a duly authorized and regulated common Carrier. This provision does not prohibit an arrangement between the Customer and Authorized User to share the cost of Service.

2.2.7. Service Used to Annoy or Harass

Service may not be used in any manner so as to annoy, abuse, threaten, or harass other persons.

2.2.8. Service Used for Impersonation or Lewd or Obscene Purposes

Service shall not be used to impersonate another person with fraudulent or malicious intent. Service shall not be used to make any oral or written comment, request, suggestion or proposal, or to transmit any nonverbal material, which is obscene, lewd, lascivious, filthy, or indecent, regardless of the format or avenue of transmitting the indecent or obscene material (e.g., 900 or 999 service).

2.2.9. Service Used Without Payment

The use of TNCI's Services either without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

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2.2. PROHIBITED USES, Continued

2.2.10. Rights and Titles Remain with TNCI

Except as provided by law, Commission regulations or the Federal Communications Commission's regulations, the Customer obtains no property right or interest in the use of any specific type of Facility, Service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with TNCI.

2.2.11. Use of Resold Services from Other Providers

Customer's use of any resold service obtained from other service providers is also subject to any applicable restrictions in the underlying provider's publicly available Tariffs.

2.2.12. Use for Solicitation by Recorded Messages

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

2.2.13. Use for Clerical Services

A Customer may extend Service capable of two-way communication to the location of another Business Customer for the purpose of performing clerical services, which include the answering and originating of telephone calls. All regulations governing use of Service and the charges normally associated with the equipment and Channels involved are applicable in accordance with state and federal laws.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER

2.3.1. Payment of Bills and Charges

A. The Customer shall be responsible for the payment of all applicable charges for Services rendered pursuant to this Tariff;

B. The Customer is responsible for the payment of charges for visits by TNCI's agents or employees to the Premises of the Customer or Authorized User when the Service difficulty or trouble report results from the use of Services and equipment by the Customer or Authorized User.

C. Customer is responsible for the payment of any bills for Services and for the resolution of any disputes or discrepancies with TNCI. TNCI has no responsibility with respect to billing, charges or disputes related to services used by Customer which are not included in Services herein including, without limitation, any local, regional and long distance services not provided by TNCI.

D. A maximum charge of $25.00 may be assessed for checks with insufficient funds or non-existing accounts.

E. If the Customer chooses to place information services provider ("ISP") calls or receives calls via a non-Trans National Communications International, Inc. affiliated carrier, the Customer will be liable for all charges related to such calls; including without limitation, charges billed to TNCI or Customer by ISP or other carriers, and any applicable rebilling charge and charges for any service provided by TNCI or its affiliates.

2.3.2. Unauthorized Use

The Customer is responsible for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's Premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over TNCI's network without the authorization of the Customer.

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2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.3. Identification

The Customer is responsible for verifying the name(s) of the Authorized Users allowed to request and use the Customer's Service, upon TNCI request, and for establishing identity as often as is necessary during the course of a call to TNCI or when seeking credits from TNCI.

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2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.4. TNCI-Provided Equipment and Facilities

A. Damage to TNCI Facilities or Equipment - The Customer shall be responsible for reimbursing TNCI for damage to, or loss of, TNCI's Facilities or equipment caused by the acts or omissions of the Customer; or the failure of the Customer to comply with these regulations; or by fire or theft or other casualty on the Customer's Premises, unless caused by the negligence or willful misconduct of the employees or agents of TNCI. TNCI will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to TNCI's right of recovery of damages to the extent of such payment.

B. Return of Equipment - Customer will return to TNCI within five (5) days of termination of Service all TNCI-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by TNCI. Upon demand, Customer will reimburse TNCI for any costs incurred by TNCI due to Customer's failure to comply with this Section.

2.3.5. Resources and Rights of Way

A. The Customer must make arrangements or obtain permission for safe, reasonable and continuous access and right-of-way for TNCI employees or agents of TNCI to enter the Premises of the Customer or any Authorized User of the Customer at any reasonable hour for the purpose of performing TNCI's obligations under this Tariff.

B. The Customer shall be responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Subsection (A) above. TNCI may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service.

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2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.5. Resources and Rights of Way, Continued

C. The Customer shall be responsible for making TNCI Facilities and equipment available periodically for maintenance purposes at a time agreeable to both TNCI and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes.

D. The Customer shall be responsible for providing, at no charge to TNCI and as specified from time to time by TNCI, any needed personnel, equipment, space and power to operate TNCI Facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises.

2.3.6. Working Conditions

A. The Customer shall be responsible for providing at no charge, as specified from time to time by TNCI, any needed personnel, equipment space and power to operate TNCI Facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises.

B. The Customer shall be responsible for providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which TNCI employees and agents shall be installing or maintaining TNCI's Facilities and equipment. The Customer may be required to install and maintain TNCI Facilities and equipment within a hazardous area if, in TNCI's opinion, injury or damage to TNCI's employees or property might result from installation or maintenance by TNCI. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.7. Compliance with Regulations – The Customer is responsible for compliance with applicable regulations set forth in this Tariff.

2.3.8. Compliance with Law – The Customer shall be responsible for complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of TNCI Facilities and equipment in any Customer Premises or the rights of way for which the Customer is responsible under this Tariff and granting or obtaining permission for TNCI's agents or employees to enter the Premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of Service as stated herein, removing the Facilities or equipment of TNCI.

2.3.9. Liens or Encumbrances – The Customer shall be responsible for not creating or allowing to be placed or maintained any liens or other encumbrances on TNCI's equipment or Facilities or Customer-Premises equipment leased by the Customer from TNCI.

2.3.10. Relationship – A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and TNCI is anything other than one of customer and supplier, respectively. Nothing in this Tariff gives Customer or Authorized Users any authority to bind or otherwise incur liability on behalf of TNCI. Nothing in this Tariff constitutes an endorsement by TNCI of any activity, service or product of Customer or Authorized Users.

2.3.11. Claims – With respect to any Service or Facility provided by TNCI, the Customer shall indemnify, defend and hold harmless TNCI from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

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

B. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, from (1) combining TNCI-provided Services and equipment with any facilities, Services, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products which TNCI furnished in a manner TNCI did not contemplate and over which TNCI exercises no control; or

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2.3. OBLIGATIONS OF THE CUSTOMER, Continued

C. Any claim for breach in the privacy or security of communications transmitted over TNCI's Facilities; or

D. Any and all other claims arising out of any act or omission of the Customer or others, in connection with any Service provided by TNCI pursuant to this Tariff.

2.3.12. Station Equipment

A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under the FCC's rules and all wiring must be installed and maintained in compliance with those regulations.

B. TNCI will, where practicable, notify the Customer that temporary discontinuance of the use of a Service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair TNCI's right to discontinue forthwith the use of a Service temporarily if such action is reasonable under the circumstances.

C. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for Service interruptions as set forth in Section 2.6 following is not applicable.

D. The Customer is responsible for ensuring that Customer-provided equipment connected to TNCI equipment and Facilities is compatible with such equipment and Facilities. The magnitude and character of the voltages and currents impressed on TNCI-provided equipment and wiring shall be such as not to cause damage to TNCI-provided equipment and wiring or injury to TNCI's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by TNCI at the Customer's expense.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.13. Interconnection of Facilities - Any special interface equipment necessary to achieve compatibility between the Facilities and equipment of TNCI used for furnishing Local Exchange Service and the Channels, facilities, or equipment of others may be provided at the Customer's expense. TNCI's Services (as detailed in Section 3 of this Tariff) may be connected to the services or facilities of other communications Carriers only when authorized by, and in accordance with, the terms and conditions of the Tariffs of the other communications Carriers that are applicable to such connections. Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff.

2.3.14. Inspections - Upon reasonable notification to the Customer, and at a reasonable time, TNCI may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this Tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment to TNCI-owned Facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections. If the protective requirements for Customer-provided equipment are not being complied with, TNCI may take such action as it deems necessary to protect its Facilities, equipment and personnel. TNCI will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify TNCI of the action taken. If the Customer fails to do this, TNCI may take whatever additional action is deemed necessary, including the suspension of Service, to protect it s Facilities, equipment and personnel from harm. TNCI will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer equipment must meet.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. CUSTOMER EQUIPMENT AND CHANNELS

2.4.1. General

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

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS

2.5.1. Establishment of Service

A. Application for Service

1. An Applicant for Service may be required by TNCI in its sole discretion to sign an application form requesting TNCI to furnish Facilities or Service in accordance with the rates, charges, rules and regulations as set forth in this Tariff. This application for Service, where required by TNCI, together with the provisions of this Tariff, establishes the Contract between TNCI and the Customer, which may not be assigned or transferred in any manner.

2. If Customer's Service has been terminated and the Customer wishes to reestablish Service, payment of all unpaid, undisputed charges, as well as a Deposit and / or Advance Payment for all connection charges, may be required prior to re-establishing Service, pursuant to rules of the Commission and state laws, if any.

3. TNCI may refuse to establish Service if any of the following conditions exist:

   (a) The Applicant has an outstanding amount due for similar Services and is unwilling to make acceptable arrangements with TNCI for payment; or

   (b) A condition exists which in TNCI's judgment is unsafe or hazardous to the Applicant, the general population, or TNCI's personnel or facilities; or

   (c) Refusal by the Applicant to provide TNCI with a Deposit when the Customer has failed to meet the credit criteria for waiver of Deposit requirements; or

   (d) The Applicant is known to be in violation of TNCI's Tariffs filed with the Commission; or

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.1. Establishment of Service, Continued

A. Application for Service, Continued

3. TNCI may refuse to establish, Continued

(e) Failure of the Applicant to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the Applicant and which have been specified by TNCI as a condition for providing Service; or

(f) Applicant falsifies his or her or its identity for the purpose of obtaining Service; or

(g) TNCI may refuse to provide Service at an address where Service has been discontinued for non-payment of bills for any Service subject to this Tariff if it is determined that the non-payment Customer or real users of the Service still reside at the address; or

(h) The Service requested is not expressly offered under this Tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.1. Establishment of Service, Continued

B. Establishment of Credit

1. Request for Service under this Tariff will authorize TNCI to conduct a credit search on the Customer. TNCI may refuse Service on the basis of credit history and to refuse further Service due to late payment or nonpayment by the Customer.

2. In order to assure the proper payment of all Customer-incurred charges for Service, TNCI will require Applicants for Service and Customers to establish and maintain acceptable credit.

3. The establishment or re-establishment of credit by an Applicant or Customer will not relieve the Applicant or Customer from compliance with other responsibilities, including the payment of advance payments or bills, and in no way modifies the provisions concerning disconnection and termination of Service for failure to pay Customer-incurred charges for Service rendered by TNCI.

4. TNCI may refuse to furnish Service to an Applicant that has not paid charges for Service of the same classification previously furnished by any telephone TNCI until, at the option of TNCI, the Applicant pays any past due bill and/or makes deposit arrangements suitable to TNCI.

5. If the verification of credit results in unsatisfactory credit information, the Applicant will be informed of the reason or reasons for denial of credit, after which TNCI may refuse to provide or continue Service pursuant to State of Kentucky law.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.1. Establishment of Service, Continued

B. Establishment of Credit, Continued

6. An existing Customer may be required to reestablish when any of the following conditions occur:

   (a) During the first twelve (12) months that a Customer receives Service, the Customer pays late three (3) times or has Service disconnected by TNCI for nonpayment two (2) times; or

   (b) After the first twelve (12) months that the Customer has received Service, the Customer has had Service disconnected two (2) times by TNCI or TNCI provides evidence that the Customer used a device or scheme to obtain Service without payment; or

   (c) After the first twelve (12) months that a Customer has received Service, the Customer pays late at least three (3) times during any twelve (12) month period; or

   (d) At any time during the term of the agreement the customers exceeds the established credit limit.

7. Payment by a Customer of past-due bills will not, of itself, relieve the Customer from the obligation of establishing credit.

8. A Customer may be required to reestablish credit when the nature of Service furnished or the basis on which credit was established has significantly changed.

9. If a Customer fails to reestablish credit as required by TNCI, Service may be disconnected pursuant to Commission rule(s) and state laws, if any.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.2. Payment for Service

A. Facilities and Service Charges - The Customer is responsible for the payment of all charges for Facilities and Services furnished by TNCI to the Customer and to all Users authorized by the Customer, regardless of whether those Services are used by the Customer itself or are resold to or shared with other persons.

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

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

D. Return Check Charge - Checks presented in payment for Services and subsequently returned to TNCI by the Customer's financial institution for "Non-Sufficient Funds" or other reasons will incur a nonrecurring charge up to the maximum allowed by Commission rule, per Customer per check.

2.5.3. Billing and Collection of Charges

A. Recurring charges are billed monthly in arrears. Usage charges, if applicable, are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer.

B. Billing is payable upon receipt and past due pursuant to Commission rules and State rules, if any.

C. Where any undercharge in billing of a Customer is the result of a TNCI mistake, TNCI will backbill in accordance with the Commission's rules.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.4. Advance Payments

TNCI does not require advance payments.

2.5.5. Deposits

TNCI does not require deposits.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.6. Disputed Bills

The Customer is responsible for notifying TNCI in writing, within twenty-one (21) days of the date of mailing of the bill, of any charges in dispute and the specific basis of such dispute by the date on the invoice.

In case of a billing dispute between Customer and TNCI as to the correct amount of a bill which cannot be adjusted with mutual satisfaction. Customer may enter the following arrangement if confirmed by TNCI:

A. Customer requests and TNCI will comply with the request for an investigation and review of the disputed amount.

B. The Customer pays the undisputed portion of the bill by the invoice Due Date shown on the bill. Otherwise the Service will be subject to disconnection if TNCI has notified Customer by written notice of such delinquency and impending termination.

If there is still disagreement after the investigation and review by a manager of TNCI, Customer may appeal to Commission for its investigation and decision.

TNCI will not disconnect Customer's Service for nonpayment as long as Customer complies with this arrangement.

TNCI will respond to the Commission's requests for information within the timeframe specified by the Commission.

The Commission will review the claim regarding the disputed amount, communicate the results of its review to Customer and TNCI, and require disbursement according to those results.

After the investigation and review are completed by TNCI as noted in subsection "A" above, if Customer elects not to deposit the amount in dispute with Commission, such amount becomes due and payable at once. In order to avoid disconnection of Service, such amount must be paid within seven (7) calendar days after the date TNCI notifies Customer that the investigation and review are completed and that such payment must be made or Service will be interrupted. However, the Service will not be disconnected prior to the Due By Date shown on the bill.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.6. Disputed Bills, (Continued)

The address and telephone number of the Commission are:

State of Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, Kentucky 40602-0615

2.5.7. Late Payment Charges

Collection procedures and the requirement for a Deposit or Advance Payment are not affected by the application of a late payment charge.

2.5.8. Credit Limit

TNCI may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

2.5.9. The Issuance of Credit or Payments

Customers may contact TNCI for resolution of billing disputes by telephone to TNCI's Customer Service Department at (800) 800-8400 or in writing addressed to the attention of TNCI Customer Service at 2 Charlesgate West, Boston, Massachusetts 02215. Customer Service representatives are available to address inquiries during company business hours from Monday through Friday 8 a.m. to 10 p.m. (EST) and Saturday 9 a.m. to 6 p.m. (EST).

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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. INTERRUPTIONS OF SERVICE

2.6.1. General

A. TNCI may temporarily interrupt Service when necessary to effect repairs or maintenance; to eliminate an imminent threat to life, health, safety or substantial property damage; or for reasons of local, State or National emergency. TNCI shall establish procedures to be followed by its employees to prevent or mitigate interruption or impairment and provide prompt oral or written notification to affected Customers.

B. It is the obligation of the Customer to notify TNCI of any interruptions in Service. Before giving such notice, the Customer will ascertain that the trouble is not being caused by any action or omission of the Customer, is not within the Customer's control, and is not in wiring or equipment connected to the terminal of TNCI.

C. A credit allowance will not be given unless otherwise specified in this Tariff. 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 TNCI under this Tariff.

D. If the Customer reports to TNCI that a Service, facility or Circuit is inoperative but declines to release it for testing and repair, or refuses access to Customer Premises for test and repair by TNCI or an agent of TNCI, the Service, facility or Circuit is considered to be impaired but not interrupted. No credit allowance will be made for a Service, facility or Circuit considered by TNCI to be impaired. The Customer will be responsible for the payment of Service charges as set forth herein when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than TNCI, including, but not limited, to the Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. INTERRUPTIONS OF SERVICE, Continued

2.6.2. Limitations of Allowances

No credit allowance will be made for any interruption in Service:

A. Due to the negligence of, willful act of, or noncompliance with the provisions of this Tariff by, the Customer; or

B. Due to the malfunction of Customer-owned telephone equipment; or

C. Due to a Force Majeure; or

D. During any period in which TNCI is not given full and free access to TNCI-provided facilities and equipment for the purposes of investigating and correcting interruptions; or

E. During any period when the Customer has released Service to TNCI for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; or

F. That occurs or continues due to the Customer's failure to authorize placement of any element of special construction; or

G. That occurs when TNCI, under the terms of the Contract for Service, suspends or terminates Services for nonpayment of charges; or

H. For the unlawful or improper use of the facilities or Service.

2.6.3. 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.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. INTERRUPTIONS OF SERVICE, Continued

2.6.4. Application of Credits for Interruptions in Service

A. Credits for interruptions in Service that is provided and billed on a flat rate basis for a minimum period of at least one (1) month, beginning on the date that billing becomes effective, will in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of Service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Credit will be given only for that portion of the Customer's Service affected by the interruption.

B. For calculating allowances, every month is considered to have thirty (30) days.

2.6.5. Credit Allowance for Interruptions in Service

If the interruption is for more than twenty four (24) hours, an allowance, at the rate for that portion of the Customer's Service affected by the interruption, will be made upon request for the time such interruption continues after the fact is reported by the Customer or detected by TNCI as follows:

A. If the interruption is for twenty four (24) hours or less, no allowance will be made.

B. If the interruption continues for more than twenty-four (24) hours, the allowance will be equal to one thirtieth (1/30th) of the monthly rates for the first full twenty four (24) hour period and for each succeeding twenty four (24) hour period or fraction thereof.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.7. RESTORATION OF SERVICE

2.7.1. The use and restoration of Service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Commission, which specifies the priority system for such activities.

2.7.2. At the Customer's request Service shall be restored when the causes of suspension or discontinuance have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the Customer or Applicant, including any proper Deposit, have been made as provided for in the Tariff; or as the Commission may order pending resolution of any bona fide dispute between TNCI and the Customer or Applicant over the Disconnection.

2.7.3. When a Customer's Service has been disconnected in accordance with this Tariff and the Service has been terminated through the completion of a TNCI Service order, Service will be restored only upon the basis of application for new Service.

2.7.4. A Customer whose Service has been discontinued for failure to establish credit or for nonpayment of bills will be required to pay the unpaid balance due TNCI before Service is restored.

2.7.5. Whenever Service has been discontinued for fraudulent or other unlawful use, TNCI may, before restoring Service, require the Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate such fraudulent or otherwise unlawful uses and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

2.7.6. Any Customer whose Service has been disconnected may be required to pay Service reconnection charges equal to the initial Service Connection Charge before Service is restored.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.8. USE OF CUSTOMER'S SERVICE BY OTHERS

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

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SECTION 2 - RULES AND REGULATIONS, Continued

2.9. CANCELLATION OF SERVICE BY CUSTOMER

2.9.1. Customer may cancel local Service by providing written notice to TNCI thirty (30) days prior to cancellation.

2.9.2. Customer is responsible for usage charges while still connected to TNCI's Service and for the payment of associated local Exchange TNCI charges, if any, for Service charges.

2.9.3. Any cost of TNCI expenditures shall be borne by the Customer if:

A. The Customer orders Service requiring special Facilities dedicated to the Customer's use and then cancels the order before such Service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or

B. Liabilities are incurred expressly on behalf of the Customer by TNCI and not fully reimbursed by installation and monthly charges; and

C. If based on an order for Service and construction has either begun or has been completed, but no Service provided.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.10. CANCELLATION OF SERVICE BY TNCI

2.10.1. Discontinuance Without Notice

TNCI reserves the right to immediately discontinue furnishing the Service to Customers without incurring liability:

A. In the event of a condition determined to be hazardous to the Customer, to other Customers of TNCI, to TNCI's equipment, the public or to employees of TNCI; or

B. By reason of any order or decision of a court or any other governmental authority which prohibits TNCI from furnishing such Service; or

C. For unlawful use of the Service or use of the Service for unlawful purposes; or

D. When necessary for TNCI to comply with any order or request of any governmental authority having jurisdiction; or

E. In the event that the Facilities have been abandoned or are being used by unauthorized persons.

2.10.2. Discontinuance With Notice

TNCI may discontinue Service according to the following conditions upon ten (10) days written notice:

A. For violation of TNCI's filed Tariffs; or

B. For the non-payment of any proper charge as provided by TNCI's Tariff, including one for the same Class Of Service furnished to the Applicant or Customer at the same or another location, or where the Applicant or Customer voluntarily assumed, in writing, responsibility for the bills of another Applicant or Customer; or

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SECTION 2 - RULES AND REGULATIONS, Continued

2.10. CANCELLATION OF SERVICE BY TNCI, Continued

2.10.2. Discontinuance With Notice, Continued

C. For failure to make payment in accordance with the terms of a deferred payment agreement; or

D. When TNCI has reason to believe that a Customer has used a device or scheme to obtain Service without payment and where TNCI has so notified the Customer prior to disconnection; or

E. Failure to meet or maintain TNCI's credit requirements; or

F. If the Customer provides false information to TNCI regarding the Customer's identity, address, credit-worthiness, past, current or planned use of TNCI's Services; or

G. For Customer's breach of the contract for Service between TNCI and Customer, including by not limited to unauthorized resale of equipment or Service; or

H. Please note that TNCI's disconnection notices are issued pursuant to applicable Commission rules; or

I. Please further note that when a Customer's Service has been disconnected in accordance with this Tariff, Service will be re-established only upon the basis of an application for new Service.

2.10.3. Payment Obligation up to Discontinuance of Service

The discontinuance of Service(s) by TNCI pursuant to this Section does not relieve the Customer of any obligations to pay TNCI for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies available to TNCI set forth herein shall not be exclusive and TNCI shall at all times be entitled to all the rights available to it under law or equity.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.11. NOTICES AND COMMUNICATIONS

2.11.1. The Customer will designate an address to which TNCI will mail or deliver all notices and other communications. The Customer may also designate a separate address to which TNCI's bills for Service will be mailed.

2.11.2. TNCI will designate on the bills an address to which the Customer will mail or deliver all notices and other communications. TNCI may designate a separate address on each bill for Service to which the Customer will mail payment on that bill.

2.11.3. All notices or other communications required to be given pursuant to this Tariff will be in writing, unless otherwise provided.

2.11.4. TNCI or the Customer will advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.12. FULL FORCE AND EFFECT

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

2.13. KENTUCKY LIFELINE SUPPORT SURCHARGE

Services provided pursuant to the Tariff are subject to an undiscountable monthly Kentucky Lifeline Support Surcharge, which is equal to $.08 per access line. This fee is established under the oversight of the Commission. The Kentucky Lifeline Support Surcharge will not be applied to any MRCs, NRCs, PICC or SLC fees. The Kentucky Lifeline Support Surcharge is calculated before taxes and surcharges and after free minutes or any other Carrier promotional offers have been applied. The Kentucky Lifeline Support Surcharge itself will be subject to all applicable State taxes.

2.14. KENTUCKY TELECOMMUNICATIONS RELAY SERVICE (TRS) AND TELECOMMUNICATIONS ACCESS PROGRAM (TAP) SURCHARGE

Services provided pursuant to the Tariff are subject to an undiscountable monthly Kentucky TRS and TAP surcharge which is equal to $.09 per access line.

The Kentucky TRS and TAP surcharge is established under the oversight of the Commission.

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SECTION 3 – DESCRIPTION OF SERVICE

3.1. APPLICATION OF RATES AND CHARGES

All Services offered in this Tariff are subject to Service order and change charges where the Customer requests new Services or changes in existing Services, as well as indicated Non-Recurring and Monthly Recurring Charges.

3.1.1. General

A. The following sections set forth the rules and regulations governing the application of rates for TNCI Services, including the following general rate categories:

1. Nonrecurring Charges for installation of Facilities and Services;

2. Monthly Rates for availability and use of Facilities and Services; and

3. Usage or Transaction Charges (where applicable).

B. Services Offered

The following Network Services are available to Customers where provisioning is technically possible; further, Standard Line and Intrastate Long Distance Services are offered on a dedicated or switched access basis.

Standard Business Line Service
Direct Inward Dial (DID) Service
Optional Calling Features
Miscellaneous Services (including Number Portability)
ISDN / PRI
ISDN / BRI
ADSL
SDSL
T1
Internet Protocol
Frame Relay
Point-to-Point
MPLS-VPN
Conferencing

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.1. APPLICATION OF RATES AND CHARGES, Continued

3.1.2. Service Connection and Maintenance Charges

A. Service Connection Charges

1. Service Connection Charges are nonrecurring charges for establishing or modifying Services. Unless specifically exempted in this or other Sections of this Tariff, Service Connection Charges apply to all Customer-initiated requests, and are in addition to all other scheduled rates and charges.

2. Charges for installation or rearrangement of Service are billed on the next month's bill immediately following work performed by TNCI.

3. The charges specified in this Tariff reflect Service provided during regularly scheduled work hours, at current installation intervals and without work interruptions by the Customer.

4. Customer requests for expedited Services that require installations on a date that is sooner normally offered may result in an increase in applicable Service Connection Charges.

5. Customers that request service connection to be performed outside of normal business hours shall also incur an additional Service Connection Charge (excluding the Service Ordering Charge) as well as additional costs attendant to the request.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.2. EXCHANGE SERVICES

3.2.1 Basic Local Coverage Area

TNCI's service area within the State of Kentucky mirrors that of its underlying local exchange carrier AT&T.

3.2.2 Basic Local Exchange Service

A. Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications Channel, which can be used to place or receive one call at a time. Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other Station equipment. An optional per-line Hunting feature is available for multi-line Customers, which routes a call to the next idle line in a prearranged group when the called line is busy. Local Exchange Service lines and Trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

B. Local Exchange Services provide a Customer connection to TNCI's network, enabling the Customer, among other things, to:

1. Originate communications to other points on TNCI's network;

2. Receive communications from other points on TNCI's network;

3. Access TNCI's Services as set forth in this and other TNCI Tariffs;

4. Access local, interexchange and international telecommunications services provided by other authorized Carriers and the customers of such Carriers to the extent such Carriers are interconnected with TNCI's network;

5. Access TNCI's business office for Service-related assistance;

6. Access 911 or E911 services, where available, operator services, directory assistance, and telecommunications relay services;

7. Access Operator-Assisted Calling Services; and

8. Access Directory Assistance.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.2. EXCHANGE SERVICES, Continued

3.2.1 Basic Local Exchange Service, Continued

C. Local Exchange Services may not be available to originate calls to other telephone companies' caller-paid information services (*e.g.*, NPA 900-NXX, 976-NXX, etc.). Calls to those numbers and other numbers used for caller-paid information services may be blocked by TNCI's Facilities.

D. Local Exchange Customers receive one listing per assigned telephone number in the local White Pages Directory and receive a copy of the White Pages Directory at no additional charge.

E. The Standard Line is restricted to voice only traffic. Internet usage is not permitted.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.3. OPTIONAL CALLING FEATURES

3.3.1. General - The features listed in Section 3.3.2 are offered by TNCI to Business Customers.

3.3.2. Descriptions of Features

A. Call Forwarding Don't Answer – Basic: Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the Service order.

B Call Forwarding Busy Line – Basic: Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user Service order.

C. Call Waiting – Basic: Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.3 OPTIONAL CALLING FEATURES, Continued

3.3.2 Descriptions of Features, Continued

D. Call Waiting – Deluxe: Allows the end-user to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:

1. Answer the waiting call and placing the first party on hold;

2. Answer the waiting call and disconnecting from the first party;

3. Direct the waiting caller to hold via a recording; and

4. Forward the waiting caller to another location (e.g., voice mailbox or telephone answering Service).

Full utilization of Call Waiting Deluxe requires specialized Customer Provided Equipment, which is not provided by TNCI. It is the responsibility of the Customer to provide the necessary equipment. The end-user must have either Caller ID Basic or Caller ID Deluxe for display of calling party identification information for waiting calls. The End-User must have a Call Forwarding Don't Answer feature active in order to forward a waiting call to another location.

E. Caller ID – Basic: Permits the End-User to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on specialized Customer Provided Equipment. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary equipment.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.3 OPTIONAL CALLING FEATURES, CONTINUED

3.3.2 Descriptions of Features, Continued

F. Caller ID – Deluxe: Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on specialized Customer Provided Equipment. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary equipment. In some situations, the calling party's city and state may be displayed, rather than a Directory Name, depending on available call data.

G. Anonymous Call Rejection: Permits the end-user to automatically reject incoming calls when the call originates from a telephone number that has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection either is offered either as a stand-alone feature or as an add-on to Caller ID Deluxe.

H. Call Block: Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.

I. Call Return: Allows the Customer to return a call to the last incoming call, whether answered or not. Upon activation, it will redial the number automatically, and continue to check the number every 45 seconds for up to 30 minutes, if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.3 OPTIONAL CALLING FEATURES, Continued

3.3.2 Descriptions of Features, Continued

J. Call Selector: Allows a Customer to assign a maximum of 15 telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.

K. Call Tracing: Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing Trunk number or terminating number, and the time and date, are generated for every call to the specified telephone number, which can then be identified.

L. Calling Number Delivery Blocking: Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an Exchange Service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID Customer Provided Equipment or be disclosed in another way. The feature is available on a per-call or per line basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the end-user's number blocked. Per line, end-users must dial an activation code prior to utilization.

M. Message Waiting Indication: Provides the end-user with an audible (stutter dial tone) or visual (lamp or other Customer Provided Equipment display) indication that messages are waiting to be retrieved. Message Waiting Indication can only be activated/deactivated by a voice mailbox or other voice messaging service provided by TNCI or third party. It is the responsibility of the Customer to subscribe to a compatible voice messaging service. Visual Message Waiting Indication requires specialized Customer Provided Equipment. It is the responsibility of the Customer to provide the necessary equipment.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.3. OPTIONAL CALLING FEATURES, Continued

3.3.2. Descriptions of Features, Continued

N. Multiple Directory Number Distinctive Ringing: This feature allows an End User to determine the source of an incoming call by a distinctive ring. The End User may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing – First Number and Distinctive Ringing – Second Number). The designated primary number will receive a normal ringing pattern. Other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.

O. Speed Calling: Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed- calling list without assistance from TNCI.

P. Three Way Calling: Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.4. CALLING PARTY NUMBER BLOCKING

3.4.1 PER CALL BLOCKING

TNCI will not provide per-line blocking

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.5. SERVICE PROVIDER OPTIONS

3.5.1. No Primary Interexchange Carrier (PIC) Option

Customers have the option of not selecting a toll provider as primary Carrier for intraLATA and/or interLATA toll traffic, thus requiring the Customer to use an access code to obtain toll providers' Services (i.e., 1010-XXX).

3.5.2. Two PIC Option

Customers will be able to select one toll provider for intraLATA toll calls and, if so desired, the same or another toll provider for interLATA toll calls.

3.5.3. Preferred Carrier Freeze (PCF)

TNCI offers a free Service called Preferred Carrier Freeze. This Service is available to all Customers. PCF allows Customers to designate their local long distance (intraLATA) provider, long distance (interLATA) provider, and a local exchange Service provider, as permanent choices, which may not be changed absent further authorization from the Customer. TNCI will send a letter to each Customer upon initiation or transfer of Service, which informs the Customer of the option to freeze his/her intraLATA, interLATA and local Service provider choice(s). At the time a Customer contacts TNCI to establish a freeze, a representative will advise him/her on how to facilitate a change of provider(s) on a frozen account.

3.5.4. Carrier Change Charge

After the initial 30-day period, or at any time after an initial Carrier selection has been made, any Carrier selection or change is subject to a Non-Recurring Charge, per change, per line.

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SECTION 4 – RATES

4.1. SERVICE CONNECTION AND MAINTENANCE CHARGES

4.1.1. Service Order and Change Charges

Non-recurring charges may apply to processing Service Orders for new Business Service, and for changes in Business Service.

Line Connection Charge	**Service Charge**
First Line	$48.17
Each Additional Line	$24.81
Change Fee, Per Order	$3.50

4.1.2. Restoration of Service Charge

A non-recurring charge may be assessed in instances where consumers request service restoration.

Restoration of Service Charge	**Service Charge**
Per restoration – Switched Services	$25.00
Per restoration – Dedicated Services	$100.00

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SECTION 4 – RATES, Continued

4.2. EXCHANGE SERVICES RATES AND CHARGES

4.2.1. Standard Business Local Exchange Service Rates

A. Standard Local Exchange Service Monthly Recurring Charges.

The following charge applies to Standard Business Local Exchange Service lines per month. Rates and charge includes Touch-tone Service for each line. The rate below applies to Service provided on a month-to-month basis.

	Service Charge
Unlimited Local with LD	$52.00
Unlimited Local without LD	$73.00

B. Other Monthly Recurring Charges

1. End-User Common Line (EUCL) Recovery Charge

The following charge applies to recovery of End User Common Lines charges billed to TNCI by the Incumbent LEC.

	Service Charge
Single Line Customer, Per Line	$6.99

2. The following charges may apply to Standard Local Exchange Service lines on a monthly basis, determined by the geographic location of the consumer within the coverage area. At the time service is requested, the customer will be advised of the appropriate geographic charge.

	Service Charge
Suburban Surcharge	$5.00
Rural Surcharge	$10.00

3. Local Number Portability (LNP) Fee	**Service Charge**
Single Line Customer, Per Line	$2.99

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SECTION 4 – RATES, Continued

4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued

4.2.2. Digital Subscriber Line Service

A. Product Description - Digital Subscriber Line Service

TNCI offers Digital Subscriber Line ("DSL") Service to consumers in certain geographic coverage areas where the provisioning of DSL is technically feasible to the consumer's premises. TNCI's DSL Service requires that an additional telephone line be installed at the consumer's premises, charges for which TNCI shall assess on the consumer's account in addition to the monthly recurring charge for the DSL Service.

ADSL

Bandwidth (Download/Upload)+	Monthly Charge*	Non-Recurring Charge**	Equipment Charge***
1.5 Mbps/384 Kbps	$49.95	$175.00	$149.00
1.5 Mbps/768 Kbps	$57.99	$175.00	$149.00
3.0 Mbps/384 Kbps	$62.99	$175.00	$149.00
3.0 Mbps/768 Kbps	$74.99	$175.00	$149.00
6.0 Mbps/768 Kbps	$83.99	$175.00	$149.00

- * One Year Minimum Commitment Required
- ** Rebate Available for Install Fee (Includes Professional On-Site Installation)
- *** Equipment Purchase Charge May be Waived – Please Inquire with Your Agent Manager
- + Each port is Provisioned with one Fixed WAN IP Address- Additional IP Addresses are Available

SDSL

Bandwidth (Download/Upload)+	Monthly Charge*	Non-Recurring Charge**	Equipment Charge***
192 Kbps/192 Kbps	$115.00	$225.00	$299.00
384 Kbps/384 Kbps	$144.00	$225.00	$299.00
768 Kbps/768 Kbps	$185.00	$225.00	$299.00
1.1 Mbps/1.1 Mbps	$224.00	$225.00	$299.00
1.5 Mbps/1.5 Mbps	$259.00	$225.00	$299.00

- * One Year Minimum Commitment Required
- ** Rebate Available for Install Fee (Includes Professional On-Site Installation)
- *** Equipment Purchase Charge May be Waived – Please Inquire with Your Agent Manager
- + Each port is Provisioned with one Fixed WAN IP Address- Additional IP Addresses are Available

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SECTION 4 – RATES, Continued

4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued

4.2.3 Optional Calling Features

A. TNCI offers the following optional calling features for use in conjunction with its business local exchange service.

Call waiting
Call waiting Deluxe
Call Forward – Busy Line
Call Forward – Don't Answer
Call Forward – Busy Line/Don't Answer
Call Forward Variable
Custom Ringing
Speed Call 8
Speed Call 30
Three Way Calling
Anonymous Call Rejection
Call Rejection
Call Trace
Call Waiting ID
Caller ID Name and Number
Caller ID Number Only
Caller ID Privacy +
Continuous Redial
Continuous Redial Deluxe
Last Call Return
Line Hunting (No Charge)
Priority Call
Selective Call Forwarding

	Service Charge
Unlimited Features & Usage	$4.99/per month

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SECTION 4 – RATES, Continued

4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued

4.2.3. Optional Calling Features, Continued

C. The features in this section are made available on an individual basis. All features are provided subject to availability. Certain features may not be available with all Classes of Service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all uses in some cases.

D. Features Offered on a Usage Sensitive Basis

The following features are available to all local Exchange line Customers where Facilities and Services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

Optional Calling Features	Service Charge
Call Return, Per Month	$3.00
Call Trace, Per Activation	$1.25

Denial of per call activation for Call Return and Call Trace from any line or Trunk is available to Customers upon request at no additional charge.

Busy Redial, Per Activation	$3.50

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SECTION 4 – RATES, Continued

4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued

4.2.4 INTEGRATED SERVICES DIGITAL NETWORK BASIC RATE INTERFACE

A. TNCI offers local and long distance Integrated Services Digital Network, Basic Rate Interface (ISDN BRI) Services to Business consumers in certain geographic coverage areas where the provisioning of ISDN BRI is technically feasible.

	Service Charge
Per line, per month	$75.00
Per line, additional	$75.00
Installation Charge	$37.43

The following charges may apply to Standard Local Exchange Service lines on a monthly basis, determined by the geographic location of the consumer within the coverage area. At the time service is requested, the customer will be advised of the appropriate geographic charge.

	Service Charge
Suburban Surcharge	$5.00
Rural Surcharge	$12.00

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SECTION 4 – RATES, Continued

4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued

4.2.5. Resold T1 Service

TNCI's resold T1 service allows customer access to a dedicated phone connection supporting data rates of 1.544Mbits per second. A T-1 line actually consists of 24individual channels, each of which supports 64Kbits per second. Each 64Kbit/second channel can be configured to carry voice or data traffic. Please note that MCI & PaeTec Integrated Local offerings are contained at 4.3 of this tariff.

Bandwidth (Download/Upload)	Monthly Charge	Non-Recurring Charge	Term
3.0 Mbps	$729.00	$200.00	1 Year
3.0 Mbps	$719.00	$200.00	2 Year
4.5 Mbps	$1089.00	$200.00	1 Year
4.5 Mbps	$1079.00	$200.00	2 Year
6.0 Mbps	$1409.00	$200.00	1 Year
6.0 Mbps	$1399.00	$200.00	2 Year
10.5 Mbps	$2399.00	$200.00	1 Year
10.5 Mbps	$2389.00	$200.00	2 Year
12.0 Mbps	$2699.00	$200.00	1 Year
12.0 Mbps	$2689.00	$200.00	2 Year

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SECTION 4 – RATES, Continued

4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued

4.2.6. Resold Internet Protocol Service

TNCI's resold Internet Protocol service provides customers with fast reliable Connectivity for Internet content.

Dedicated Internet Protocol

Port	Monthly Charge	Non-Recurring Charge	Term
1.544 Mbps	$589.00	$500.00	1 Year
1.544 Mbps	$549.00	$500.00	2 Year
45 Mbps	$4799.00	$3000.00	1 Year
45 Mbps	$4549.00	$3000.00	2 Year
155 Mbps	$12099.00	$3000.00	1 Year
155 Mbps	$11499.00	$3000.00	2 Year
56/64K	$269.00	$375.00	1 Year
128K	$329.00	$500.00	1 Year
256K	$409.00	$500.00	1 Year
384K	$489.00	$500.00	1 Year
512K	$519.00	$500.00	1 Year
768K	$539.00	$500.00	1 Year
56/64K	$199.00	$375.00	2 Year
128K	$239.00	$500.00	2 Year
256K	$309.00	$500.00	2 Year
384K	$369.00	$500.00	2 Year
512K	$419.00	$500.00	2 Year
768K	$469.00	$500.00	2 Year

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SECTION 4 – RATES, Continued

4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued

4.2.7. Resold Internet Protocol Service, Continued

Fractional Internet Protocol

Port	Monthly Charge	Non-Recurring Charge	Term
6 Mbps	$2849.00	$150.00	1 Year
6 Mbps	$2599.00	$250.00	2 Year
9 Mbps	$2999.00	$250.00	1 Year
9 Mbps	$2749.00	$250.00	2 Year
12 Mbps	$3149.00	$250.00	1 Year
12 Mbps	$2849.00	$250.00	2 Year
15 Mbps	$3299.00	$250.00	1 Year
15 Mbps	$3049.00	$250.00	2 Year
18 Mbps	$3449.00	$250.00	1 Year
18 Mbps	$3149.00	$250.00	2 Year
22 Mbps	$3649.00	$250.00	1 Year
22 Mbps	$3349.00	$250.00	2 Year
25 Mbps	$3849.00	$250.00	1 Year
25 Mbps	$3499.00	$250.00	2 Year
28 Mbps	$4099.00	$250.00	1 Year
28 Mbps	$3749.00	$250.00	2 Year
31 Mbps	$4349.00	$250.00	1 Year
31 Mbps	$3999.00	$250.00	2 Year
34 Mbps	$4599.00	$250.00	1 Year
34 Mbps	$4199.00	$250.00	2 Year

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SECTION 4 – RATES, Continued

4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued

4.2.8. Resold Frame Relay Service

TNCI's resold Frame Relay service allows customers to link multiple locations with a fast and reliable data transmission network.

Port	Monthly Charge	Non-Recurring Charge	Term
64K	$109.00	$150.00	1 Year
64K	$109.00	$250.00	2 Year
128K	$199.00	$250.00	1 Year
128K	$199.00	$250.00	2 Year
192K	$219.00	$250.00	1 Year
192K	$219.00	$250.00	2 Year
256K	$239.00	$250.00	1 Year
256K	$239.00	$250.00	2 Year
384K	$359.00	$250.00	1 Year
384K	$359.00	$250.00	2 Year
512K	$449.00	$250.00	1 Year
512K	$449.00	$250.00	2 Year
640K	$539.00	$250.00	1 Year
640K	$539.00	$250.00	2 Year
768K	$569.00	$250.00	1 Year
768K	$569.00	$250.00	2 Year
1024K	$699.00	$250.00	1 Year
1024K	$699.00	$250.00	2 Year
1536K	$909.00	$250.00	1 Year
1536K	$909.00	$250.00	2 Year
45 Mbps	$1949.00	$500.00	1 Year
45 Mbps	$1949.00	$500.00	2 Year

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SECTION 4 – RATES, Continued

4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued

4.2.8. Resold Frame Relay Service, Continued

Private Virtual Circuit	Monthly Charge	Non-Recurring Charge	Term
16K	$10.50	$100.00	1 Year
16K	$10.50	$100.00	2 Year
32K	$21.00	$100.00	1 Year
32K	$21.00	$100.00	2 Year
64K	$42.00	$100.00	1 Year
64K	$42.00	$100.00	2 Year
128K	$74.00	$100.00	1 Year
128K	$74.00	$100.00	2 Year
192K	$111.00	$100.00	1 Year
192K	$111.00	$100.00	2 Year
256K	$149.00	$100.00	1 Year
256K	$149.00	$100.00	2 Year
384K	$221.00	$100.00	1 Year
384K	$221.00	$100.00	2 Year
512K	$295.00	$100.00	1 Year
512K	$295.00	$100.00	2 Year
640K	$369.00	$100.00	1 Year
640K	$369.00	$100.00	2 Year
768K	$445.00	$100.00	1 Year
768K	$445.00	$100.00	2 Year
1024K	$589.00	$100.00	1 Year
1024K	$589.00	$100.00	2 Year

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SECTION 4 – RATES, Continued

4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued

4.2.9. MPLS – VPN Service

TNCI's MPLS (Multiprotocol Label Switching) – (Virtual Private Network) service is the comprehensive solution for enterprise and carrier network requirements. Features multiple routing protocol support: Static, BGP, OSPF, and EIGRP Flexible speeds from 64 Kbps to 45 Mbps.

Port	Monthly Charge	Non-Recurring Charge	Term
56/64K	$219.00	$100.00	1 Year
56/64K	$149.00	$100.00	2 Year
56/64K	$139.00	$100.00	3 Year
128K	$269.00	$100.00	1 Year
128K	$189.00	$100.00	2 Year
128K	$179.00	$100.00	3Year
256K	$319.00	$100.00	1 Year
256K	$219.00	$100.00	2 Year
256K	$209.00	$100.00	3 Year
384K	$379.00	$100.00	1 Year
384K	$289.00	$100.00	2 Year
384K	$239.00	$100.00	3 Year
512K	$400.00	$100.00	1 Year
512K	$329.00	$100.00	2 Year
512K	$269.00	$100.00	3 Year
768K	$449.00	$100.00	1 Year
768K	$369.00	$100.00	2 Year
768K	$339.00	$100.00	3 Year
1.5 Mbps	$579.00	$100.00	1 Year
1.5 Mbps	$459.00	$100.00	2 Year
1.5 Mbps	$439.00	$100.00	3 Year
2xT1 (3 Mbps)	$1029.00	$100.00	1 Year
2xT1 (3 Mbps)	$849.00	$100.00	2 Year
2xT1 (3 Mbps)	$759.00	$100.00	3 Year
3xT1 (4.5 Mbps)	$1449.00	$100.00	1 Year
3xT1 (4.5 Mbps)	$1229.00	$100.00	2 Year
3xT1 (4.5 Mbps)	$1109.00	$100.00	3 Year
4xT1 (6 Mbps)	$1939.00	$100.00	1 Year
4xT1 (6 Mbps)	$1549.00	$100.00	2 Year
4xT1 (6 Mbps)	$1459.00	$100.00	3 Year

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SECTION 4 – RATES, Continued

4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued

4.2.9. MPLS – VPN Service, Continued

Port	Monthly Charge	Non-Recurring Charge	Term
5xT1 (7.5 Mbps)	$2399.00	$100.00	1 Year
5xT1 (7.5 Mbps)	$1979.00	$100.00	2 Year
5xT1 (7.5 Mbps)	$1829.00	$100.00	3 Year
6xT1 (9.0 Mbps)	$2499.00	$100.00	1 Year
6xT1 (9.0 Mbps)	$1999.00	$100.00	2 Year
6xT1 (9.0 Mbps)	$1919.00	$100.00	3Year
6 Mbps (Fractional DS3)	$2699.00	$100.00	1 Year
6 Mbps (Fractional DS3)	$2489.00	$100.00	2 Year
6 Mbps (Fractional DS3)	$2279.00	$100.00	3 Year
9 Mbps (Fractional DS3)	$2899.00	$100.00	1 Year
9 Mbps (Fractional DS3)	$2599.00	$100.00	2 Year
9 Mbps (Fractional DS3)	$2359.00	$100.00	3 Year
12 Mbps (Fractional DS3)	$3119.00	$100.00	1 Year
12 Mbps (Fractional DS3)	$2699.00	$100.00	2 Year
12 Mbps (Fractional DS3)	$2459.00	$100.00	3 Year
15 Mbps (Fractional DS3)	$3219.00	$100.00	1 Year
15 Mbps (Fractional DS3)	$2999.00	$100.00	2 Year
15 Mbps (Fractional DS3)	$2699.00	$100.00	3 Year
18 Mbps (Fractional DS3)	$3409.00	$100.00	1 Year
18 Mbps (Fractional DS3)	$3219.00	$100.00	2 Year
18 Mbps (Fractional DS3)	$2839.00	$100.00	3 Year
22 Mbps (Fractional DS3)	$3600.00	$100.00	1 Year
22 Mbps (Fractional DS3)	$3399.00	$100.00	2 Year
22 Mbps (Fractional DS3)	$3009.00	$100.00	3 Year
25 Mbps (Fractional DS3)	$3800.00	$100.00	1 Year
25 Mbps (Fractional DS3)	$3499.00	$100.00	2 Year
25 Mbps (Fractional DS3)	$3149.00	$100.00	3 Year
28 Mbps (Fractional DS3)	$4009.00	$100.00	1 Year
28 Mbps (Fractional DS3)	$3689.00	$100.00	2 Year
28 Mbps (Fractional DS3)	$3329.00	$100.00	3 Year
31 Mbps (Fractional DS3)	$4119.00	$100.00	1 Year
31 Mbps (Fractional DS3)	$3799.00	$100.00	2 Year
31 Mbps (Fractional DS3)	$3429.00	$100.00	3 Year
34 Mbps (Fractional DS3)	$4319.00	$100.00	1 Year
34 Mbps (Fractional DS3)	$3959.00	$100.00	2 Year
34 Mbps (Fractional DS3)	$3599.00	$100.00	3 Year
45 Mbps DS3	$5359.00	$100.00	1 Year
45 Mbps DS3	$4500.00	$100.00	2 Year
45 Mbps DS3	$3999.00	$100.00	3 Year

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SECTION 4 – RATES, Continued

4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued

4.2.9. MPLS – VPN Service, Continued

Secure Internet Access and Firewall (Per Network)

Capacity	Monthly Charge	Non-Recurring Charge
Maximum 5 Mbps (x-small)	$759.00	$500.00
Maximum 10 Mbps (small)	$1349.00	$500.00
Maximum 25 Mbps (medium)	$3049.00	$500.00
Maximum 50 Mbps (large)	$5099.00	$500.00
> 100 Mbps (x-big very large)	$8699.00	$500.00

Features

Product	Monthly Charge	Non-Recurring Charge
Remote Access (Per 50 Users / 200 Users Maximum	$339.00	$300.00
IPSec Half Tunnels – Hybrid Networking	$99.00	$50.00

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SECTION 4 – RATES, Continued

4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued

4.2.10. MCI INTEGRATED LOCAL T-1 LOCAL LOOP

TNCI's integrated T1 service allows customer access to a local and long distance calling via a partnership with MCI.

Product Description	Monthly Charge	Non-Recurring Charge	Term
On-Net Local Loop	$399.00	$198.00	1 Year
On-Net Local Loop	$379.00	$198.00	2 Year
On-Net Integrated Local Loop (Integrated IP Port)	$349.00	$198.00	1 Year
On-Net Integrated Local Loop (Integrated IP Port)	$329.00	$198.00	2 Year
Off-Net Local Loop/Off-Net Integrated Local Loop (Integrated IP Port)	$569.00	$198.00	1 Year
Off-Net Local Loop/Off-Net Integrated Local Loop (Integrated IP Port)	$549.00	$198.00	2 Year
Interstate Long Distance	Not Contained in Intrastate Local Tariff Please see Interstate Terms & Conditions for *rate information*		
Intrastate Long Distance	Not Contained in Intrastate Local Tariff Please see Intrastate Long Distance Tariff for rate information		

Integrated Local T-1 General Information	Monthly Charge	Non-Recurring Charge
EUCL	$13.99	$0.00
Trunk Group Configuration Up to six (6) trunk groups per Non-PRI circuit Limited to 1 trunk group per PRI circuit	$0.00	$0.00
D-Marc (demarcation point)	$0.00	$276.00
Installation Expedite	$0.00	$600.00
Change of Service Date	$0.00	$200.00
Change Order (pre-install)	$0.00	$200.00
Change Order (post-install)	$0.00	$150.00
Cancel Order (pre-FOC/Field Order Complete)	$0.00	$200.00
Cancel Order (post-FOC/Field Order Complete)	ICB	$198.00
***Please note** that if a circuit is ordered with IP (Internet Protocol) it cannot be PRI (Primary Rate Integrated)*		
Please note *that MCI blocks all 900/976 numbers*		

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SECTION 4 – RATES, Continued

4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued

4.2.10 MCI INTEGRATED LOCAL T-1 LOCAL LOOP, Continued

MCI Integrated Local T-1 Features	Monthly Charge	Non-Recurring Charge
Local/Long Distance Directory Assistance	$0.00	$0.45 (per call)
Directory Listing Service (primary listing)	$0.00	$0.00
Directory Listing Service (additional listing)	ICB	ICB
Account Codes (2-8 Digits) (Long Distance Calls Only)	$0.00	$0.00
DIDs – Porting DIDs (Direct Inward Dial)	$0.00	$0.00
DIDs – New DIDs (Direct Inward Dial) – Block of 20	$3.00	$5.00
DIDs – New DIDs (Direct Inward Dial) – Block of 100	$15.00	$25.00
***Please note** that more than 1,000 DIDs requires a business justification*		
Circuit Features		
PRI (Primary Rate Interface) Disaster Recovery 1-10 Numbers	$50.00	$750.00
PRI (Primary Rate Interface) Disaster Recovery 11-40 Numbers	$100.00	$850.00
PRI (Primary Rate Interface) Disaster Recovery 41-100 Numbers	$200.00	$1,000.00
Calling Party Number Delivery	$0.00	$0.00
Calling Party Name Delivery	$0.00	$0.00
Caller ID with Number (PRI Only – Automatically Included)	$0.00	$0.00
Remote Call Forward/Switched Overflow	$20.00	$0.00

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SECTION 4 – RATES, Continued

4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued

4.2.11. PAETEC VOICE AND INTERNET PROTOCOL PORT

TNCI's Voice and Internet Protocol Port service allows customer access to a local and long distance calling via a partnership with PaeTec.

Product Description	Monthly Charge	Non-Recurring Charge	Term
Voice and Internet Protocol Port	$379.00	$150.00	1 Year
Voice and Internet Protocol Port	$349.00	$150.00	2 Year
Voice and Internet Protocol Port	$299.00	$150.00	3 Year
Interstate Long Distance	Not Contained in Intrastate Local Tariff Please see Interstate Terms & Conditions for rate information		

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SECTION 4 – RATES, *Continued*

4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued

4.2.12. PAETEC INTEGRATED LOCAL – GENERAL INFORMATION

TNCI's Integrated Local service allows customer access to a local and long distance calling via a partnership with PaeTec.

PaeTec Integrated Local T-1 General Information	Monthly Charge	Non-Recurring Charge
EUCL	$13.99	$0.00
Directory Assistance (Local)	$0.00	$0.85
Account Codes (2-8 Digits) (Long Distance Calls Only) Validated	$15.00	$15.00
Account Codes (2-8 Digits) (Long Distance Calls Only) Non-Validated	$0.00	$0.00
***Please note** that PaeTec blocks all 900/976 numbers*		
Change Order Fees		
Feature Change	$0.00	$10.00
Feature Change – Expedite	$0.00	$50.00
Reconfigure Trunk Group	$0.00	$50.00
Reconfigure Trunk Group - Expedite	$0.00	*$200.00*
Change to Pending Order - Expedite	$0.00	$15.00
PaeTec Optional Calling Features		
Call Hold • Call Forwarding • Call Waiting • Caller ID • Call X-fer • Hunting • Speed Dial-8 • Speed Dial 20 • 3-Way Calling Automatic Call Return • Automatic Redial • ANI Delivery	$3.25/Per Feature & Per Trunk Group	See Change Order Fees (Supra)
DID (Direct Inward Dial)		
Porting DIDs		
LNP (no charge for first 100 DIDs)	$0.00	$3.00
Blocks of 20	$5.50	$10.00
Blocks of 100	$10.25	$0.00
LNP Expedite	$0.00	$5.00
Adding New DIDs		
Add less than 100	$0.00	$10.00
Add less than 100 Expedite	$0.00	$10.00
Blocks of 20	$5.50	$10.00
Blocks of 100	$10.25	$0.00
Add 100+ New DIDs Expedite	$0.00	$125.00

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SECTION 4 – RATES, Continued

4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued

4.2.12 PAETEC INTEGRATED LOCAL – GENERAL INFORMATION, Continued

PaeTec Integrated Local T-1 General Information	Monthly Charge	Non-Recurring Charge
On-Net DS-1 Expedite	$0.00	$275.00
Off-Net DS-1 Expedite	$0.00	$750.00
Overflow		
Direct Trunk Overflow	$0.00	$0.00
Trunk Overflow to POTS (per Trunk Group)	$19.95	$0.00
Extension of D-Marc (point of demarcation)	$0.00	$175.00
Cancel Fees		
Customer Cancel prior to FOC (Firm Order Confirmation) date	$0.00	$250.00
Customer Cancel after FOC (Firm Order Confirmation) date	$0.00	$500.00
Customer cancellation of Scheduled Cutover	$0.00	$100.00
Customer failure to show for Scheduled Cutover	$0.00	$250.00
Customer cancel LNP less than 24-hours	$0.00	$150.00

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SECTION 4 – RATES, Continued

4.3. INTRALATA PRESUBSCRIPTION

A. IntraLATA presubscription is a procedure whereby a subscriber designates to TNCI the carrier which the subscriber wishes to be the carrier of choice for intraLATA toll calls. Such calls are directed to the designated carrier, without the need to use carrier access codes or additional dialing. IntraLATA presubscription does not prevent a subscriber who has presubscribed to an intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative intraLATA carrier on a per call basis.

B. IntraLATA Presubscription Offerings:

(i) Option A: Subscriber may select TNCI as the presubscribed carrier for intraLATA toll calls subject to presubscription;

(ii) Option B: Subscriber may select his/her interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription;

(iii) Option C: Subscriber may select a carrier other than TNCI for the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription; or

(iv) Option D: Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

C. Rules and Regulations

(i) Subscribers will retain their current dialing arrangements until they request that their dialing arrangements be changed.

(ii) Subscribers may select either Options A, B, C or D for intraLATA presubscription.

(iii) Subscribers may change their selected Option and/or their presubscribed intraLATA toll carrier at any time.

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SECTION 4 – RATES, Continued

4.3. INTRALATA PRESUBSCRIPTION, Continued

D. New subscribers will be asked to select an intraLATA toll carrier(s) at the time the subscriber places an order to establish local exchange service with TNCI. TNCI will process the subscriber's order for intraLATA service. The selected carrier(s) will confirm their respective subscriber's verbal selection by third-party verification or return written confirmation notices. All new subscribers' requests for intraLATA toll service presubscription shall be provided free of charge.

	Service Charge
Per line, per change	$5.00

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SECTION 4 – RATES, Continued

4.3. AUDIO CONFERENCING

A. TNCI Conferencing Solutions include a variety of tools to increase Customer productivity while reducing operating costs. Whether communicating around the corner or around the globe a TNCI conferencing solution offers the immediacy and flexibility to guarantee success. Event Conferencing allows the Customer to deliver their audience the professionalism of an experienced Event Moderator and the security of knowing that the content of their call will be expertly archived for playback or future distribution. Finally, the ability to conduct Participant Opinion Polls on the Web, during the call, or at a later time, provides the Customer a state-of-the-art tool that brings them closer to their audiences.

Service and Rates	Per Minute/Participant Charge
Reservationless	
Direct Dial	$0.0799
Toll Free Calling	$0.0999
Operator Assisted Calling	
Operator Dials out to participants	$0.2149
Event Conference (50-300 participants or for special call features)	$0.2999
Event Conference Cancellation Charge, per scheduled line	$3.50
Enhanced Features *** for Event Conference only*	
Additional CD or Tape	$ 15.00
Conference Playback	$ 15.99
Custom Greeting/Advertisement	$ 35.00
Conference Recording (CD or Tape)	$ 40.00
Custom Polling During Call**	$ 40.00
Moderator Assistance**	$ 50.00
Custom Prompt Recording	$189.00
Dedicated 800 Number	$299.00
Roll Call	*No Charge*

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SECTION 5 – PROMOTIONS

5.1. Promotions

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SECTION 6 – INDIVIDUAL CASE BASIS AGREEMENTS

6.1. Individual Case Basis Agreements

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