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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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*This Price List, Florida P.S.C. Price List No. 3,  
issued by Cbeyond Communications, LLC d/b/a Birch  
replaces in its entirety  
Florida P.S. C. Price List No. 1 issued by Cbeyond Communications, LLC*

Cbeyond Communications, LLC  
d/b/a Birch

2323 Grand Blvd., Suite 925  
Kansas City, MO 64108

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES  
PRICE LIST

This price list contains the description, regulations and rates for the furnishing of services and facilities for local exchange telecommunications services provided by Cbeyond Communications, LLC d/b/a Birch with principal offices at 2323 Grand Blvd., Suite 925, Kansas City, MO 64108. This price list applies for service furnished within the state of Florida. This price list is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Issued: April 22, 2015

Effective: April 23, 2015

By: Christopher J. Bunce, Sr. Vice President and General Counsel  
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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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**CHECK SHEET**

The pages listed below, which are inclusive of this price list, are effective as of the date shown at the bottom of the respective page (s). Original and revised pages as named below comprise all changes from the original price list and are currently in effect as of the date indicated below.

| Page | Revision                |   | Page | Revision                  |
|------|-------------------------|---|------|---------------------------|
| 1    | Original                |   | 27   | Original                  |
| 2    | 1 <sup>st</sup> Revised | * | 28   | Original                  |
| 3    | Original                |   | 29   | Original                  |
| 4    | Original                |   | 30   | Original                  |
| 5    | Original                |   | 31   | Original                  |
| 6    | Original                |   | 32   | Original                  |
| 7    | Original                |   | 33   | Original                  |
| 8    | Original                |   | 34   | Original                  |
| 9    | Original                |   | 35   | Original                  |
| 10   | Original                |   | 36   | Original                  |
| 11   | Original                |   | 37   | Original                  |
| 12   | Original                |   | 38   | 1 <sup>st</sup> Revised * |
| 13   | Original                |   | 39   | Original                  |
| 14   | Original                |   | 40   | Original                  |
| 15   | Original                |   | 41   | Original                  |
| 16   | Original                |   | 42   | Original                  |
| 17   | Original                |   | 43   | Original                  |
| 18   | Original                |   | 44   | Original                  |
| 19   | Original                |   | 45   | Original                  |
| 20   | Original                |   | 46   | Original                  |
| 21   | Original                |   |      |                           |
| 22   | Original                |   |      |                           |
| 23   | Original                |   |      |                           |
| 24   | Original                |   |      |                           |
| 25   | Original                |   |      |                           |
| 26   | 1 <sup>st</sup> Revised | * |      |                           |

\* - New or revised sheet

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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**TABLE OF CONTENTS**

Title Sheet ..... 1

Check Sheet..... 2

Table of Contents ..... 3

Symbols..... 4

Price List Format..... 5

Section 1: Technical Terms and Abbreviations ..... 6

Section 2: Rules and Regulations..... 9

Section 3: Description of Service..... 20

Section 4: Rates and Charges ..... 36

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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**SYMBOLS**

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

- (D) Delete or Discontinue
- (I) Change Resulting in an Increase to a Customer's Bill
- (M) Moved from Another Price list Location
- (N) New
- (R) Change Resulting in a Reduction to a Customer's Bill
- (T) Change in Text or Regulation but no Change in Rate or Charge

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**PRICE LIST FORMAT**

**A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the price list. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.

**B. Page Revision Numbering**- Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page currently in effect.

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

- 2
- 2.1
- 2.1.1
- 2.1.1.A
- 2.1.1.A.1
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I
- 2.1.1.A.1.(a).I.(i)
- 2.1.1.A.1.(a).I.(i).(1)

**D. Check Sheet** - When a price list is filed with the Commission, an updated check sheet accompanies the price list filing. The check sheet lists the price list pages, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made. The price list user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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---

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**1.1 Definitions**

Busy Hour- The two consecutive half hours during which the greatest volume of traffic is handled.

Call -A completed connection between the calling and called parties.

Calling Station - The telephone number from which a Call originates.

Called Station - The telephone number called.

Commission - The Florida Public Service Commission.

Company - Cbeyond Communications, LLC d/b/a Birch, unless specifically stated otherwise.

Customer -A person, firm, corporation, partnership or other entity, including affiliates or divisions of the Customer, in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this price list.

Day- The period of time from 8:00a.m. to (but not including) 5:00p.m., Monday through Friday, as measured by local time at the location from which the Call is originated.

Disconnect - To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

Evening - The period of time from 5:00 p.m. to (but not including) 11 :00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at the location from which the Call is originated.

Incomplete -Any Call where voice transmission between the Calling and Called station is not established.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 1- TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)**

**1.1 Definitions (Cont'd.)**

Holiday- For the purposes of this price list recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Message- A completed telephone Call by a Customer or User.

Normal Business Hours -The hours of 8:00 a.m. to 5:00p.m., Monday through Friday, excluding holidays.

Premises - The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

Rate- Money, charge, fee or other recurring assessment billed to Customers for services or equipment.

State – Florida

Terminal Equipment- Telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically, or inductively to the telecommunication system.

User or end User- Customer or any authorized person or entity that utilizes the Company's services.

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**SECTION 1- TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)**

**1.2 Abbreviations**

BLV Busy Line Verification  
CPE Customer Premises Equipment  
DID Direct Inward Dialing  
DOD Direct Outward Dialing  
PBX Private Branch Exchange  
PIC Primary or Preferred Interexchange Carrier  
POP Point of Presence  
V &H Vertical and Horizontal Coordinates

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

- 2.1.1 The Company provides facilities-based local exchange telecommunications to Customers for the direct transmission of voice, data and other types of telecommunications. The Company provides service to multi-line business Customers only.
- 2.1.2 The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth in this price list. When authorized by the Customer, the Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.3 The Company's services are provided on a monthly basis, unless otherwise stated in this price list. Services are available twenty-four (24) hours per day, seven (7) days per week.

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---

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

**2.2 Limitations of Service**

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this price list.
- 2.2.2 Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services may be denied for nonpayment of charges or for other violations of the terms and conditions set forth in this price list.
- 2.2.5 The use of the Company's services to make Calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.
- 2.2.6 Service temporarily may be refused or limited because of system capacity limitations.
- 2.2.7 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.2.8 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.
- 2.2.9 The Company reserves the right to discontinue furnishing service where the Customer is using the service in violation of the law or the provisions of this price list.
- 2.2.10 Customers reselling or rebilling the Company's services must be certificated by the Commission.

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

**2.3 Limitations of Liability**

- 2.3.1 Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 2.3.2 The Company is not liable to Users for interruptions in service except as set forth in Section 2.5 of this price list.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited, unless otherwise ordered by the Commission, to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.3.4 With the exception of billing disputes, the Company shall not be liable for and the User shall indemnify and hold the Company harmless against any claims for loss or damages involving:
- A. Any act or omission of: (i) the User; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
  - B. Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, war, riots, government authorities or causes beyond the Company's control;
  - C. Any unlawful or unauthorized use of the Company's facilities and services;
  - D. Libel, slander or infringement of copyright arising directly or indirectly from content transmitted over facilities provided by the Company;

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

**2.3 Limitations of Liability (Cont'd.)**

2.3.4 (Cont'd.)

- E. Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;
- F. Claims arising out of any act or omission of the User in connection with service provided by the Company.
- G. Breach in the privacy or security of communications transmitted over the Company's facilities;
- H. Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the User obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Customer.
- I. Defacement of or damage to the Customer's Premises or personal property resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof.
- J. Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
- K. Any noncompleted Calls due to network busy conditions; and
- L. Any Calls not actually attempted to be completed during any period that service is unavailable.

2.3.5 The User shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against claims set forth in Section 2.3.4.

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

**2.3 Limitations of Liability (Cont'd.)**

- 2.3.6 The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the User, even if the Company has acted as the User's agent in arranging for such facilities or services.
- 2.3.7 With the exception of billing disputes, any claim against the Company shall be deemed waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.3.8 The Company makes no express representations or warranties regarding the service and disclaims any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The Company does not authorize anyone to make a warranty of any kind on its behalf and the User should not rely on any such statement.
- 2.3.9 Any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the Customer for service, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failure or defect in facilities furnished by the Company occurred, unless the Commission orders otherwise.

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

**2.4 Responsibilities of the Customer**

- 2.4.1 The Customer is responsible for placing any necessary orders, complying with price list regulations and assuring that Users comply with price list regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User. The Customer also is responsible for the payment of charges for all Calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.4.4 The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.

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

2.4 Responsibilities of the Customer (Cont'd.)

- 2.4.6 The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.
- 2.4.7 The Customer agrees, except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify and hold harmless the Company against 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 or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against such actions.

2.5 Allowances for Interruptions in Service

2.5.1 General

- A. A service is interrupted when it becomes unusable to the User, *e.g.*, the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under this price list.
- B. An interruption period begins when the User reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the User reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service facility or circuit considered by the Company to be impaired.

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

2.5 Allowances for Interruptions in Service (Cont'd.)

2.5.2 Application of Credits for Interrupted Services

- A. At the Customer's request, a credit allowance for a continuous interruption of service for more than twenty-four (24) hours will be provided on a pro-rata basis for any monthly surcharge.
- B. Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.
- C. In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.
- D. When an interruption exceeds twenty-four (24) hours, the length of the interruption will be measured in twenty-four (24) hour days. A fraction of a day consisting of less than twelve (12) hours will not be credited and a period of twelve (12) hours or more will be considered an additional day.

2.5.3 Limitations on Allowances

- A. No credit allowance will be made for any interruption of service:
  - 1. due to the negligence of, or noncompliance with the provisions of this price list by, any person or entity other than the Company, including but not limited to the Customer or other entities or carriers connected to the service of the Company;
  - 2. due to the failure of power, equipment, systems or services not provided by the Company;
  - 3. due to circumstances or causes beyond the control of the Company;

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

2.5 Allowances for Interruptions in Service (Cont'd.)

2.5.3 Limitations on Allowances (Cont'd.)

A. (cont'd)

4. during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption;
5. during any period in which the User continues to use the service on an impaired basis;
6. during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
7. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
8. that was not reported to the Company within thirty (30) days of the date that service was affected.

2.6 Termination of Service

- 2.6.1 A Customer may terminate service, with or without cause, by giving the Company notice. The Company may terminate service with cause by giving the Customer five (5) business days' written notice. The Company may terminate service without notice in the event of the Customer maintaining and/or operating its own equipment in a manner that may cause imminent harm to the Company's equipment.
- 2.6.2 The Customer is responsible for all charges incurred to the Access Number regardless of which party terminates the service. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in collecting such charges.

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

**2.7 Payment of Charges**

- 2.7.1 The Customer is responsible for payment of all charges for service furnished to the User.
- 2.7.2 The Company may apply a late payment charge if any portion of the Customer's payment is received by the company after the payment due date, or if any portion of the payment is received by the "Due Before Date" in funds which are not immediately available upon presentment. The late payment charge shall be applied to the portion of the payment not received by the date due. On all unpaid business bills a \$15.00 charge or 1.5% of the unpaid balance will be applied whichever is higher. A charge of \$5.00 will be applicable on all residential bills if unpaid. A Finance Charge of 1.5% shall apply to the outstanding balance of charges, as at the end of the "Due Before Date", with effect from the second month after the charges are first applied, an every month thereafter.
- 2.7.3 Recurring monthly charges may be invoiced one month in advance. Customer will be billed monthly. Payment may be made to the company or to any authorized agent.
- 2.7.4 Customers must notify the Company either verbally or in writing of any disputed charges within sixty (60) days of the billing date, otherwise all charges on the invoice will be deemed accepted. All charges remain due and payable at the due date, although a Customer is not required to pay disputed charges while the Company conducts its investigation into the matter.
- 2.7.5 Paper Invoice Fee
- All customers that do not receive E-bill (Electronic Invoicing) will receive a paper invoice charge of \$1.95 per invoice, \$9.95 for large invoices. This charge represents the costs for printing, postage, mail handling and management of paper invoices. You may avoid this charge by registering for E-bill online or by contacting customer service.

**2.8 Deposits**

The Company may, in some instances, require deposits from Customers.

**2.9 Advance Payments**

The Company will require advance payments from Customers.

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

**2.10 Contested Charges**

All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company no more than sixty (60) days after such bills are rendered. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:

2.10.1 First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)

2.10.2 Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Florida Public Service Commission. The address of the Commission is:

Division of Consumer Affairs  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0864

**2.11 Taxes**

State and local sales, use and similar taxes are billed as separate items and are not included in the quoted rates for service.

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**SECTION 3 - DESCRIPTION OF SERVICE**

**3.1 Timing of Calls**

- 3.1.1 The Customer's monthly usage charges for the Company service are based upon the total number of minutes the Customer uses and the service options to which the Customer subscribes. Chargeable time begins at the time the called party answers (*i.e.* when two way communications is possible), and ends when either party hangs up.
- 3.1.2 No charges apply if a Call is not completed.
- 3.1.3 For billing purposes, all Calls are rounded up to the nearest minute and billed in increments of one minute. The minimum call duration is 1 minute for a connected Call.
- 3.1.4 Where applicable, charges will be rounded up to the nearest penny.
- 3.1.5 Usage begins when the called party picks up the receiver (*i.e.* when two-way communication is possible). A Call is terminated when the calling or called party hangs up. The Company utilizes software answer supervision, which permits up to 60 seconds of ringing before the Call becomes billed usage. Where answer supervision is not available, any Call for which the duration exceeds 60 seconds shall be presumed to have been answered and becomes billed usage.
- 3.1.6. The Company will not knowingly charge for Incomplete Calls. Upon the Customer's request and proper verification, the Company shall promptly adjust or credit the Customer's account for charges or payments for any unanswered Call inadvertently billed due to the unavailability of Feature Group D or due to another carrier's failure to provide answer supervision. Upon the Customer's request and proper verification, the Company also shall promptly adjust or credit the Customer's account for charges or payments for Calls placed to a wrong number.

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**SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)**

**3.2 Start of Billing**

For billing purposes, the start of service is the day following acceptance by the Customer of the Company's service or equipment, or another date mutually agreed-upon by the Customer and the Company. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by the Company of notification of cancellation as described in Section 2 of this price list.

**3.3 Calculation of Distance**

3.3.1 Where applicable, usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the Call.

3.3.2 Where applicable, the airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in their NPA-NXX V&H Coordinates Tape and Bell's NECA Tariff No. 4.

- A. The airline distance between any two (2) rate centers is determined as follows:
- B. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced document.
- C. Compute the difference between the "V" coordinates of the two (2) rate centers; and the difference between the two (2) "H" coordinates ( $X1-X2 = V$ ;  $Y1-Y2 = H$ ).
- D. Square each difference obtained in step (B) above ( $V^2$ ;  $H^2$ ).
- E. Add the square of the "V" difference and the square of the "H" difference obtained in step C above ( $V^2 + H^2 = S$ ).
- F. Divide the sum of the squares by 10 ( $S/10 = M$ ).
- G. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

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Kansas City, MO 64108

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

---

**SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)**

**3.4 Minimum Call Completion Rate**

The Customer may expect a Call completion rate of at least ninety-percent (90%) of dialed, local interoffice calls attempted during peak use periods or the busy hour.

**3.5 Levels of Service Quality Objectives**

The Company will endeavor to provide its Customers with high quality, reliable telecommunications services. However, the Company's ability to meet the stated service quality objectives is ultimately subject to the availability of any ILEC network and outside plant facilities and equipment which it utilizes, and the timeliness of the ILEC's response to Company initiated requests for service installation and repair.

**3.5.1 Limitations**

Emergency conditions under which service quality objectives described in this section may not be met include but are not limited to Acts of God, fires, floods, earthquakes, hurricanes, tornadoes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties, criminal actions taken against the Company; or compliance with any law, order, regulation or other action of any governing authority or agency which impairs or interferes with the Company's normal business operations.

Service quality objectives apply to services and equipment provided by the Company only. The Company may be unable to meet these objectives due to the unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties under the direction of the Customer.

The Company's liability, where applicable, in the event that it is unable to meet the objectives described herein will be subject to the limitations of liability and credits and allowances for interruptions of service as provided in Section 2 of this Price List.

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Kansas City, MO 64108

---

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

---

**SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)**

**3.5 Levels of Service Quality Objectives (Cont'd.)**

3.5.2 Installations

Where ILEC central office and outside plant facilities are readily available, the Company's objective for fulfillment of Customer requests for primary service following receipt of application for same when all tariff requirements relating thereto have been complied with, except those instances where a later installation date is required by the Customer or where special equipment or services are involved, is thirty working days.

3.5.3 Maintenance and Repairs

The Company shall make reasonable attempts to restore service on the same day that an interruption is reported by the Customer where the trouble is the result of equipment or facilities provided by the Company. In those instances, the Company's objective for repair or restoration of service for Customers following receipt of a Customer trouble report and obtaining sufficient information from the Customer to identify and diagnose the problem is as follows:

- A. Restoration of 95% of interrupted service lines within 24 hours of receipt of the trouble report.
- B. Clearing of 95% of service affecting troubles within 72 hours of receipt of trouble report.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

---

**SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)**

**3.6 Local Exchange Service Offerings**

Where technically and economically feasible, the Company offers local exchange telecommunications services to business Customers pursuant to contractual arrangements. The Customer's total monthly use of the Company's service is charged at the applicable rates, in addition to any monthly service charges.

**3.6.1 Business Local Exchange Service**

Business Local Exchange Service provides the Customer with basic business access lines allowing connectivity to the local service network and features. Business Local Exchange Service includes access to 911, operator services, directory assistance, and relay services.

**3.6.2 Business Trunk Line Service**

Business Trunk Line Service provides trunk-featured business local services for analog connection to Key and PBX systems. Service will include Direct Outward Dial ("DOD").

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Kansas City, MO 64108

---

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

---

**SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)**

**3.6 Local Exchange Service Offerings (Cont'd.)**

**3.6.3 Trunk Line Call Hunting Service**

Trunk Line Call Hunting Service is a Local Business Line Service that may be sold with hunting features to front-end an existing Key or PBX System.

**3.6.4 Direct Inward Dial ("DID") Service**

DID enables a Caller to complete a Call to a specific extension without being transferred by an attendant. The Company offers DID service to its Customers in minimum blocks often (10) telephone numbers.

The Company reserves the right to review vacant DID Stations or Stations not in use to determine efficient telephone number utilization. Should the Company determine, based on its own discretion, that inefficient number utilization is occurring, the Company reserves the right to reassign the unused DID Stations.

The Customer has no property rights to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end-office.

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Kansas City, MO 64108

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

---

**SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)**

**3.7 Additional Local Exchange Service Offerings**

**3.7.1 Directory Assistance Service**

Directory Assistance Service provides the Customer with the ability to use a directory assistance operator to provide listing information. The Company will provide access to Directory Assistance Service through arrangements with other telecommunications companies. A maximum of two (2) telephone numbers per Customer may be requested per Call.

**3.7.2 Directory Assistance Call Completion ("DACC") Service**

DACC service provides the Customer with the ability to use the directory assistance operator to connect the Customer with the party whose listing information the directory assistance operator has provided to the Customer. The DACC charge is in addition to the per Call charges for Directory Assistance set forth above.

**3.7.3 Operator Services**

Operator Services involve live or automated operator assistance with the placement of Customers' telephone Calls and related information. The Company will provide access to Operator Services through arrangements with other telecommunications companies.

**3.7.4 Directory Listings**

The Company shall provide for a single Directory Listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number that is designated as the Customer's main billing number. Additional information or additional or alternate Company Station numbers, other than the Customer's main billing number associated with a Customer's service, cross reference, foreign, non-listed and non-published listing services also will be provided to the Customer for a monthly recurring charge per listing. (N)

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Kansas City, MO 64108

---

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

---

**SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)**

**3.7 Additional Local Exchange Service Offerings (Cont'd.)**

3.7.5 Caller ID

Displays the name and telephone number of an incoming Call on a CPE device attached to the Customer's telephone line.

3.7.6 Call Forwarding

A. Call Forwarding- Universal

This service allows the Customer to forward Calls to any telephone number or station in the Customer Group that their station is allowed to call, including voicemail and the attendant. Call Forwarding- Universal takes precedence over Call Forward- No Answer and Call Forward- Busy, and calls are forwarded immediately.

B. Call Forwarding- No Answer

Calls are automatically forwarded to a pre-arranged number or station in the Customer Group after a specified number of rings.

C. Call Forwarding- Busy

Calls are automatically forwarded to a pre-arranged number or station in the Customer Group when the user's line is busy.

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Kansas City, MO 64108

---

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

---

**SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)**

**3.7 Additional Local Exchange Service Offerings (Cont'd.)**

3.7.7 Call Waiting

When a line is in use, Call Waiting will generate an audible tone that will allow the user to know that another Call is coming in. The user may answer the new Call, and alternate between Calls, by pressing the hook flash switch on the telephone.

3.7.8 Cancel Call Waiting

Allows the user, on a per-Call basis, to cancel the Call Waiting function by dialing \*70 before making a Call. There is no charge for Cancel Call Waiting.

3.7.9 Call Transfer

Allows a user to transfer a Call to another station within the Customer Group or to an outside telephone number.

3.7.10 Three-Way Calling

Permits a user to place an existing Call on hold, dial another station in the Customer Group or outside telephone number, and bridge the new Call to the existing connection.

3.7.11 Last Number Redial

Allows a user to call back the last number dialed from the station, whether the call was answered or not.

3.7.12 Speed Calling

Enables a Customer to place calls to other telephone numbers by dialing a preprogrammed one or two-digit code rather than the complete telephone number. A Customer may subscribe to either the eight-code capacity or 30-code capacity.

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---

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

---

**SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)**

**3.7 Additional Local Exchange Service Offerings (Cont'd.)**

3.7.13 Call Park

Allows a Call to be placed on hold by one station and retrieved by another station in the Customer Group.

3.7.14 Distinctive Ring

Assigns different ring tones for Calls from within the Customer Group and for those from outside.

3.7.15 Calling Number Delivery Block

Allows a station to block the display of their number on outgoing Calls on a per-Call basis. To activate this feature, dial \*67.

3.7.16 Anonymous Call Rejection

Allows a called party to block calls from parties that have marked their calls "private". Customers may activate or deactivate this arrangement by dialing a preassigned activation code.

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Kansas City, MO 64108

---

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

---

**SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)**

**3.7 Additional Local Exchange Service Offerings (Cont'd.)**

3.7.17 Automatic Busy Redial

Permits the Customer to redial automatically the last number dialed. If the called line is busy, a 30-minute queuing process begins. The customer is then given an indication that the network will attempt to set up the call when the called line is idle.

3.7.18 Automatic Call Return

Enables a Customer to automatically return the last incoming Call. To return the Call, the Customer dials a feature code and the number is dialed automatically. If the called line is busy, a 30-minute queuing process begins. The Customer is then given an indication that the network will attempt to set up the Call when the called line is idle.

---

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---

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

---

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)

3.7 Additional Local Exchange Service Offerings (Cont'd.)

3.7.19 Call Blocking/Toll Restriction

A. 900/976 Blocking

900/976 blocking permits a new or existing Customer, on a per-line basis, to receive a one-time free of charge block on all Calls made from its Calling Station to a 900 or 976-type telephone number. This Call Blocking option prevents Calls to 900/976 information service providers by blocking the following dialing sequences: 1 +900 and 1 +976.

B. Long Distance Blocking

This Call Blocking option prevents 1 + long distance calls by station by blocking the following dialing sequences on a per-line basis: 1 + (NP A) + NXX+XXXX;and 1 +NXX+XXXX.

C. Directory Services Blocking

This Call Blocking option prevents Calls to local Directory Services and casual dialed long distance providers by blocking the following dialing sequences on a per-line basis: 1+555-1212, 1+NPA+555-1212, and 411.

D. Operator Services Blocking

This Call Blocking option prevents Calls to local Operator Services by blocking the following dialing sequences on a per-line basis: 0+ and 0-.

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---

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

---

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)

3.7 Additional Local Exchange Service Offerings (Cont'd.)

3.7.19 (Cont'd.)

E. International Blocking

This Call Blocking option blocks access to international calling services on a per-line basis.

F. Collect Blocking

This Call Blocking option prevents calls from being delivered on a per-line basis.

3.7.20 Local Number Portability

Local Number Portability is a service that enables the End User to retain use of the existing local exchange carrier's number after choosing the Company as its local exchange carrier, provided that the Customer's location remains the same after the switch

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---

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

---

**SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)**

**3.7 Additional Local Exchange Service Offerings (Cont'd.)**

3.7.21 Telecommunications Relay Services

For intrastate toll calls received from the relay service, the Company will, when billing relay calls, discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as credit card surcharges.

3.7.22 911 and E911 Services

Emergency Services (Enhanced 911) allow Customers to reach appropriate emergency services, including: police, fire and hospital medical services. Enhanced 911 Service has the ability to selectively route an emergency Call to the primary 911 provider so that it reaches the correct emergency service located closest to the Caller. In addition, Enhanced 911 Service enables the Customer's address and telephone information to be displayed to the person handling the 911 Call. The Company will provide access to 911 and E911 services either directly or through arrangements with other telecommunications carriers.

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Kansas City, MO 64108

---

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

---

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)

3.8 Miscellaneous Service Charges

3.8.1 Service Order and Change Charges

Service Order Charges apply for changes in service and for additions to service. Service Order Charges are in addition to all other applicable nonrecurring charges identified in this price list.

3.8.2 [Reserved for Future Use]

3.8.3 Bad Check Charge

If payment for Service is made: by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company will bill the Customer a returned check charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

3.8.4 Reconnection

Reconnection charges occur where service to an existing Customer has been discontinued for proper cause, and the Customer desires to resume service with the Company. Where a Customer desires reconnection, the Customer will be charged a fee to cover the cost to the Company of restoring service to the Customer

3.8.5 State Recovery Charge

The State Recovery Charge is applied to each line and:

- provides for delivery of high quality services, including connecting customers to the network, customer service and network monitoring, updating operational systems, and the construction of a facilities-based network,
- covers costs associated with ongoing regulatory and compliance obligations, participation in regulatory proceedings, handling customer complaints with regulatory agencies, and negotiations with other regulated carriers, and
- funds a contribution towards higher costs of interconnection with other carriers, due to the ongoing shift of network cost recovery from carrier-billed access services.

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---

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

---

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)

3.8 Miscellaneous Service Charges Cont'd.)

3.8.6 Maintenance Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities. The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service, therefore, vary by time per Customer request.

3.8.7 Access Recovery Fee

The Access Recovery Fee funds a contribution towards partially offsetting the company's higher costs to provide services, support its infrastructure, and recover costs associated with federally mandated charges. This charge is applied to each local or long-distance line.

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Kansas City, MO 64108

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

---

SECTION 4 - RATES AND CHARGES

4.1 Local Exchange Service Offerings

4.1.1 Business Local Exchange Service

Flat Rate Service:

Monthly recurring charge, per line: \$45.00

Non-recurring charge, per line: \$75.00

4.1.2 Business Trunk Line Service

Monthly recurring charge, per line: \$60.00

Non-recurring charge, per line: \$75.00

Hunting Service, per line: \$15.00

4.1.3 DID Installation

Per first ten (10) numbers: \$915.00

Monthly recurring charge: \$ 2.00

Per additional ten (10) numbers: \$15.00

Monthly recurring charge: \$ 2.00

4.1.4 DID Trunk Termination Installation

Non-recurring charge: \$75.00

Monthly recurring charge: \$10.00

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Kansas City, MO 64108

---

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

---

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

**4.2 Additional Local Exchange Service Offerings**

4.2.1 Directory Assistance Service

|                           |        |
|---------------------------|--------|
| First three (3) Calls:    | \$0.00 |
| Per each additional Call: | \$0.85 |

4.2.2 Directory Assistance for Individuals with Disabilities

A. Directory Assistance Calls Within Local Calling Area

There will be no charge for up to fifty (50) Calls per billing cycle for Calls made to Directory Assistance from lines or trunks serving Customer's with disabilities where such Directory Assistance Calls are outside of the Customer's local calling area. The Directory Assistance charges specified in Section 4.2.1. of this price list will apply for every Call in excess of 50 Calls per billing cycle.

4.2.3 Directory Assistance Call Completion Service

|                      |        |
|----------------------|--------|
| Per Call Completion: | \$0.85 |
|----------------------|--------|

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Kansas City, MO 64108

---

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

---

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

4.2 Additional Local Exchange Service Offerings (Cont'd.)

4.2.4 Operator Services for pre-subscribed customers

|                                      |        |
|--------------------------------------|--------|
| Station-to-Station Collect, Per Call | \$2.20 |
| Per minute:                          | \$0.25 |
| Person-to-Person Collect, Per Call   | \$4.85 |
| Per minute:                          | \$0.25 |
| Calling Card Service, Per Call       | \$0.90 |
| Operator-Dialed Surcharge            | \$1.00 |
| BLV, Per Call                        | \$6.45 |
| Emergency Interrupt, Per Call        | \$6.45 |

\*Requires BLV

4.2.5 Directory Listings

|  |            |            |
|--|------------|------------|
| 1st Listing:   | no charge  |            |
| Additional, Foreign and Cross Reference Listings:<br>Per listing, per month: | \$2.10 (I) | (T)<br>(T) |
| Non-Listed Service, per listing, per month:                                  | \$3.50     | (N)        |
| Non-Published Service, per listing, per month:                               | \$5.50     | (N)        |

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---

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

---

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

4.2 Additional Local Exchange Service Offerings (Cont'd.)

4.2.6 Caller ID

|                           |         |
|---------------------------|---------|
| Non-recurring charge:     | \$10.00 |
| Monthly recurring charge: | \$ 7.00 |

4.2.7 Call Forwarding- Universal

|                           |         |
|---------------------------|---------|
| Non-recurring charge:     | \$10.00 |
| Monthly recurring charge: | \$ 3.00 |

4.2.8 Call Forwarding- No Answer

|                           |         |
|---------------------------|---------|
| Non-recurring charge:     | \$10.00 |
| Monthly recurring charge: | \$ 3.00 |

4.2.9 Call Forwarding- Busy

|                           |         |
|---------------------------|---------|
| Non-recurring charge:     | \$10.00 |
| Monthly recurring charge: | \$ 3.00 |

4.2.10 Call Waiting

|                           |         |
|---------------------------|---------|
| Non-recurring charge:     | \$10.00 |
| Monthly recurring charge: | \$ 3.50 |

4.2.11 Call Transfer

|                           |          |
|---------------------------|----------|
| Non-recurring charge:     | \$ 10.00 |
| Monthly recurring charge: | \$ 3.75  |

---

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---

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

---

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

**4.2 Additional Local Exchange Service Offerings (Cont'd.)**

4.2.12 Three-Way Calling

|                           |         |
|---------------------------|---------|
| Non-recurring charge:     | \$10.00 |
| Monthly recurring charge: | \$ 3.75 |

4.2.13 Last Number Redial

|                           |         |
|---------------------------|---------|
| Non-recurring charge:     | \$10.00 |
| Monthly recurring charge: | \$ 3.00 |

4.2.14 Speed Calling

|                                     |         |
|-------------------------------------|---------|
| Non-recurring charge:               | \$10.00 |
| Monthly recurring charge (8 code):  | \$ 3.00 |
| Monthly recurring charge (30 code): | \$ 4.00 |

4.2.15 Call Park

|                           |         |
|---------------------------|---------|
| Non-recurring charge:     | \$10.00 |
| Monthly recurring charge: | \$ 3.00 |

4.2.16 Distinctive Ring

|                           |         |
|---------------------------|---------|
| Non-recurring charge:     | \$10.00 |
| Monthly recurring charge: | \$ 3.00 |

4.2.17 Calling Number Delivery Block

|                           |           |
|---------------------------|-----------|
| Monthly recurring charge: | no charge |
|---------------------------|-----------|

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---

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

---

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

**4.2 Additional Local Exchange Service Offerings (Cont'd.)**

4.2.18 Anonymous Call Rejection

|                           |         |
|---------------------------|---------|
| Non-recurring charge:     | \$10.00 |
| Monthly recurring charge: | \$ 3.00 |

4.2.19 Automatic Busy Redial

|                           |         |
|---------------------------|---------|
| Non-recurring charge:     | \$10.00 |
| Monthly recurring charge: | \$ 3.00 |
| Charge per use:           | \$ 0.75 |

4.2.20 Automatic Call Return

|                           |         |
|---------------------------|---------|
| Non-recurring charge:     | \$10.00 |
| Monthly recurring charge: | \$ 3.00 |
| Charge per use:           | \$ 0.75 |

---

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---

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

---

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

4.2 Additional Local Exchange Service Offerings (Cont'd.)

4.2.21 Call Blocking/Toll Restriction

- A. 900/976 Blocking  
Monthly recurring charge: \$1.00
- B. 1+ Long Distance Blocking  
Monthly recurring charge: \$1.00
- C. Directory Service Blocking  
Monthly recurring charge: \$1.00
- D. Operator Service Blocking  
Monthly recurring charge: \$1.00
- E. International Call Blocking  
Monthly recurring charge: \$1.00
- F. Collect Call Blocking  
Monthly recurring charge: \$1.00

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---

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

---

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

4.2 Additional Local Exchange Service Offerings (Cont'd.)

4.2.22 Local Number Portability

Where applicable, the Company will assess on End User Customers a monthly Local Number Portability ("LNP") fee or fees to recover the Company's costs of porting the Customer's number/s from its existing carrier to the Company.

Per month charges:

|                |        |
|----------------|--------|
| Per line:      | \$0.24 |
| Per PBX trunk: | \$2.16 |

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---

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

---

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

**4.2 Additional Local Exchange Service Offerings (Cont'd.)**

4.2.23 911 Emergency Services

Customers will be assessed a recurring monthly line item fee to compensate the Public Safety Answering Agency ("PSAA") for the provision of 911 Service. This fee may vary, depending on the locality in which the Customer is located. The Company will remit this fee, on a monthly basis, to the PSAA.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

**4.3 Miscellaneous Charges**

4.3.1 Service Order Charges

| <b>Charge</b>                         | <b>Price</b>       |
|---------------------------------------|--------------------|
| Feature Add or Change                 | \$10.00 per Order  |
| Basic Service Change                  | \$10.00 per Order  |
| Establishing or Re-arranging Hunting  | \$10.00 per Order  |
| Directory Listing Change              | \$10.00 per Order  |
| Invoice Change                        | \$60.00 per Order  |
| Transfer of Service                   | \$60.00 per Order  |
| Telephone Number Change               | \$25.00 per Order  |
| Line Signaling Change                 | \$25.00 per Order  |
| Vanity Number Search                  | \$25.00 per Order  |
| Establishing Dual Service             | \$60.00 per Order  |
| Expedite Service Charge (T1 Circuits) | \$595.00 per Order |

4.3.2 Data Circuit Install Charge

|                                 |
|---------------------------------|
| 12-Month Term Agreement = \$600 |
| 24-Month Term Agreement = \$300 |
| 36-Month Term Agreement = \$0   |

4.3.3 Bad Check Charge

|                     |         |
|---------------------|---------|
| Per returned check: | \$20.00 |
|---------------------|---------|

4.3.4 Reconnection

|           |         |
|-----------|---------|
| Per line: | \$50.00 |
|-----------|---------|

4.3.5 State Recovery Charge

\$6.00

4.3.6 Maintenance Charges

| <b>Description</b>                                | <b>Non-Recurring Charges</b> |
|---|------------------------------|
| Premise Work Charge                               | \$139.00                     |
| Initial Hour (time & materials)                   | \$165.00                     |
| Trouble Determination (per request)               | \$110.00                     |
| Each Additional 30 minute increment               | \$60.00                      |
| Each Additional Jack & Wiring (existing customer) | \$65.00                      |

4.3.7 Access Recovery Fee

|  |        |
|--|--------|
| Charge (per local or long distance line) | \$0.50 |
|--|--------|

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

4.4 Promotions

From time to time, the Company, in compliance with all Commission regulations, may offer services or waive or vary service rates for promotional, market research or other similar business purposes.

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