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# Public Service Commission

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COMMISSION  
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## -M-E-M-O-R-A-N-D-U-M-

**DATE:** December 6, 2004

**TO:** Blanca S. Bayó, Commission Clerk and Administrative Services Director

**FROM:** Paula Isler, Research Assistant, Division of Competitive Markets & Enforcement *Pij*

**RE:** Docket No. 041255-TI

Attached is a letter dated November 18, 2004, from Ms. M. Nicole Oden, attorney for the company. Also attached is the IXC Registration form and a copy of the tariff in the correct name. Please change the above docket title to:

Acknowledgment of registration as intrastate interexchange telecommunications company effective January 1, 2005, by Business Productivity Solutions a Minnesota Corporation, Inc., and acknowledgment of cancellation of IXC Registration No. TI162 by GE Business Productivity Solutions, Inc. d/b/a GE Capital Communications Services, effective December 31, 2004.

Let me know if you have any questions.

cc: Office of the General Counsel (McKay)

- CMP \_\_\_\_\_
- COM \_\_\_\_\_
- CTR \_\_\_\_\_
- ECR \_\_\_\_\_
- GCL \_\_\_\_\_
- OPC \_\_\_\_\_
- MMS \_\_\_\_\_
- RCA \_\_\_\_\_
- SCR \_\_\_\_\_
- SEC 1

OTH *Grant - memo only*  
*Kim P.*

DOCUMENT NUMBER-DATE

12893 DEC -6 3

FPSC-COMMISSION CLERK

ORIGINAL

KELLEY DRYE & WARREN LLP

A LIMITED LIABILITY PARTNERSHIP

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November 18, 2004

VIA UPS OVERNIGHT

Ms. Paula Isler  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

Re: Docket No. 041255-TI; Supplemental Filing

Dear Ms. Isler:

On behalf of Business Productivity Solutions, Inc. ("BPS"), in conjunction with, and as a supplement to, the "Notification of GE Business Productivity Solutions, Inc. and Business Productivity Solutions, Inc. of a Transfer of Assets and Registration of Business Productivity Solutions, Inc." filed with the Commission on October 26, 2004, enclosed for filing with the Florida Public Service Commission ("Commission"), please find an original and one (1) copy of the corrected IXC Registration of BPS and its tariff with an effective date of January 1, 2005.

In addition, we notes that the 2004 Regulatory Assessment Fee for GE Business Productivity Solutions, Inc. d/b/a GE Capital Communication Services will be paid by the due date of January 30, 2005.

Should you have any questions with regard to this filing, please do not hesitate to contact me at (202) 955-9785.

Sincerely,

M. Nicole Oden

Enclosures

68 :11 :11 61 AON 50

DISTRIBUTION CENTER

DOCUMENT NUMBER-DATE

12893 DEC -6 5

**IXC REGISTRATION FORM**

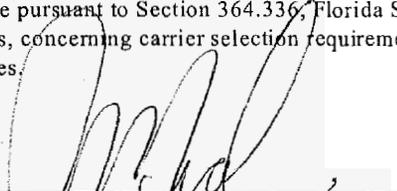
Company Name Business Productivity Solutions, a Minnesota Corporation, Inc.  
Florida Secretary of State Registration No. F04000006187  
Fictitious Name(s) as filed at Fla. Sec. of State N/A

Company Mailing Name BPS c/o Eschelon  
Mailing Address 730 2nd Avenue South, Suite 900  
Minneapolis, Minnesota 55402  
Web Address www.eschelon.com  
E-mail Address CAMURRAY@eschelon.com  
Physical Address 730 2nd Avenue South, Suite 900  
Minneapolis, Minnesota 55402

Company Liaison Catherine A. Murray  
Title Manager, Regulatory Affairs  
Phone (612) 436-1632  
Fax (612) 436-6816  
E-mail address CAMURRAY@eschelon.com

Consumer Liaison to PSC Catherine A. Murray  
Title Manager, Regulatory Affairs  
Address 730 2nd Avenue South, Suite 900  
Phone Minneapolis, Minnesota 55402  
Fax (612) 436-6816  
E-mail address CAMURRAY@eschelon.com

My company's tariff as required in Section 364.04, Florida Statutes, is enclosed with this form. I understand that my company must notify the Commission of any changes to the above information pursuant to Section 364.02, Florida Statutes. My company will owe Regulatory Assessment Fees for each year or partial year my registration is active pursuant to Section 364.336, Florida Statutes. My company will comply with Section 364.603, Florida Statutes, concerning carrier selection requirements, and Section 364.604, Florida Statutes, concerning billing practices.

  
Signature of Company Representative  
11/18/04

M. NICOLE OBEN, Counsel to BPS  
Printed/Typed Name of Representative

Date



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

October 29, 2004

TROY TODD  
CSC  
TALLAHASSEE, FL

Qualification documents for BUSINESS PRODUCTIVITY SOLUTIONS, INC. doing business in Florida as BUSINESS PRODUCTIVITY SOLUTIONS A MINNESOTA CORPORATION, INC. were filed on October 28, 2004 and assigned document number F0400006187. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please contact this office at the address given below.

Buck Kohr  
Document Specialist  
Registration/Foreign Qualification  
Division of Corporations

Letter Number: 704A00062331

Account number: 072100000032

Amount charged: 70.00

**APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA**

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA

FILED  
OCT 28 AM 10:27  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

1. Business Productivity Solutions, Inc.  
(Enter name of corporation; must include "INCORPORATED," "COMPANY," "CORPORATION," "Inc.," "Co.," "Corp.," "Inc.," "Co.," or "Corp.")

Business Productivity Solutions a Minnesota Corporation, Inc.  
(If name unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

2. Minnesota 3. 20-1755722  
(State or country under the law of which it is incorporated) (FEI number, if applicable)

4. October 07, 2004 5. Perpetual  
(Date of incorporation) (Duration: Year corp. will cease to exist or "perpetual")

6. Upon Qualification  
(Date first transacted business in Florida. If corporation has not transacted business in Florida, insert "upon qualification.")  
(SEE SECTIONS 607.1501, 607.1502 and 817.155, F.S.)

c/o J. Jeffery Oxley, 730 Second Avenue South

7. Minneapolis, MN 55402  
(Principal office address)

730 Second Avenue South, Minneapolis, MN 55402  
(Current mailing address)

To provide telecommunication services. To engage in any act or activity for  
8. which corporations may be organized.  
(Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

9. Name and street address of Florida registered agent: (P.O. Box or Mail Drop Box **NOT** acceptable)

Name: Corporation Service Company

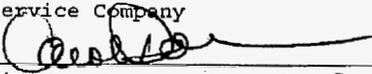
Office Address: 1201 Hays Street

Tallahassee, Florida 32301  
(City) (Zip code)

10. Registered agent's acceptance:

*Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.*

Corporation Service Company

By:   
(Registered agent's signature) Carol K. Dolor

Assistant Vice President

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

12. Names and business addresses of officers and/or directors:

**A. DIRECTORS**

Chairman: See attached officers/directors rider

Address: \_\_\_\_\_  
\_\_\_\_\_

Vice Chairman: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Director: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Director: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**B. OFFICERS**

President: See attached officers/directors rider

Address: \_\_\_\_\_  
\_\_\_\_\_

Vice President: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

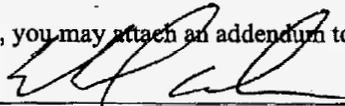
Secretary: \_\_\_\_\_

Address: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Address: \_\_\_\_\_

**NOTE:** If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13.   
(Signature of Director or Officer listed in number 12 of the application)

14. Michael A. Donahue, Vice President  
(Typed or printed name and capacity of person signing application)

## OFFICERS/DIRECTORS RIDER

FL-Application by Foreign Corporation for Authorization

Business Productivity Solutions, Inc.

### List of Officers

**Name:** Richard A. Smith **Title:** President  
**Bus. Addr.:** 730 Second Avenue South, Minneapolis, MN 55402

**Name:** J. Jeffery Oxley **Title:** Secretary  
**Bus. Addr.:** 730 Second Avenue South, Minneapolis, MN 55402

**Name:** Michael A. Donahue **Title:** VP & Treasurer  
**Bus. Addr.:** 730 Second Avenue South, Minneapolis, MN 55402

**Name:** Clifford D. Williams **Title:** Chief Executive Officer  
**Bus. Addr.:** 730 Second Avenue South, Minneapolis, MN 55402

**Name:** Geoffrey M. Boyd **Title:** Chief Financial Officer  
**Bus. Addr.:** 730 Second Avenue South, Minneapolis, MN 55402

**Name:** Dennis D. Ahlers **Title:** Asst. Secretary  
**Bus. Addr.:** 730 Second Avenue South, Minneapolis, MN 55402

### List of Directors

**Name:** Clifford D. Williams **Term:** Oct 07, 2005  
**Bus. Addr.:** 730 Second Avenue South, Minneapolis, MN 55402

**Name:** Richard A. Smith **Term:** Oct 07, 2005  
**Bus. Addr.:** 730 Second Avenue South, Minneapolis, MN 55402

**Name:** Geoffrey M. Boyd **Term:** Oct 07, 2005  
**Bus. Addr.:** 730 Second Avenue South, Minneapolis, MN 55402

State of Minnesota

**SECRETARY OF STATE**

Certificate of Good Standing

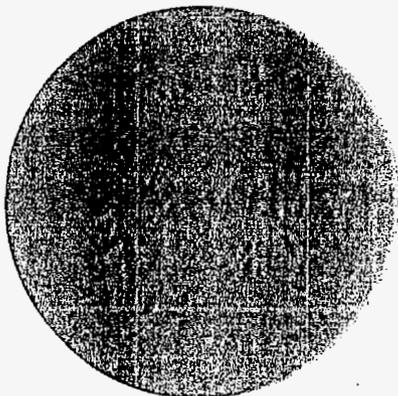
I, Mary Kiffmeyer, Secretary of State of Minnesota, do certify that: The corporation listed below is a corporation formed under the laws of Minnesota; that the corporation was formed by the filing of Articles of Incorporation with the Office of the Secretary of State on the date listed below; that the corporation is governed by the chapter of Minnesota Statutes listed below; and that this corporation is authorized to do business as a corporation at the time this certificate is issued.

Name: Business Productivity Solutions, Inc.

Date Formed: 10/07/2004

Chapter Governed By: 302A

This certificate has been issued on 10/25/04.



*Mary Kiffmeyer*  
Secretary of State.

**CORPORATION SERVICE COMPANY**

www.incspot.com

CSC- Wilmington  
Suite 400  
2711 Centerville Road  
Wilmington, DE 19808  
800-927-9800  
302-636-5454 (Fax)

<b>Matter#</b>	<b>Order#</b>	932593-45
<b>Project Id :</b>	<b>Order Date</b>	10/19/2004
<b>Additional Reference :</b>		
<b>Entity Name :</b>		BUSINESS PRODUCTIVITY SOLUTIONS A MINNESOTA CORPORATION, INC.
<b>Jurisdiction :</b>		Florida-Secretary of State
<b>Request for :</b>		Qualification Filing
<b>File# :</b>		F04000006187
<b>File date :</b>		10/28/2004
<b>Result :</b>		Filed

Ordered by MS. STEPHANIE COPES at PIPER RUDNICK LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at [www.incspot.com](http://www.incspot.com).

If you have any questions concerning this order or IncSpot, please feel free to contact us.

Evelyn Wright  
[ewright@cscinfo.com](mailto:ewright@cscinfo.com)

The responsibility for verification of the files and determination of the information therein lies with the filing officer; we accept no liability for errors or omissions.

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of long distance telecommunications services provided by Business Productivity Solutions a Minnesota Corporation, Inc. with principal offices at 730 Second Avenue South, Suite 900, Minneapolis, Minnesota 55402. This tariff applies to services furnished within the State of Florida. This tariff 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.

---

Issue Date: November , 2004

Effective Date: January 1, 2005

by: Catherine A. Murray, Manager, Regulatory Affairs  
Business Productivity Solutions a Minnesota Corporation, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402

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**Check Sheet**

Sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original Tariff.

SHEET	REVISION
1	Original Sheet
2	Original Sheet
3	Original Sheet
4	Original Sheet
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6	Original Sheet
7	Original Sheet
8	Original Sheet
9	Original Sheet
10	Original Sheet
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16	Original Sheet
17	Original Sheet
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19	Original Sheet
20	Original Sheet
21	Original Sheet
22	Original Sheet
23	Original Sheet

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Check Sheet (continued)

SHEET	REVISION
24	Original Sheet
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by: Catherine A. Murray, Manager, Regulatory Affairs  
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Check Sheet (continued)

SHEET	REVISION
54	Original Sheet
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75	Original Sheet

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Issue Date: November , 2004

Effective Date: January 1, 2005

by: Catherine A. Murray, Manager, Regulatory Affairs  
Business Productivity Solutions a Minnesota Corporation, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402

Check Sheet (continued).

SHEET	REVISION
76	Original Sheet
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103	Original Sheet

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Reserved for Future Use

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**TABLE OF CONTENTS**

	SHEET
Title Sheet	1
Check Sheet	2
Table of Contents	7
Index	8
Concurring, Connecting or Other Participating Carriers	10
Symbols	10
Tariff Format	11
Section 1 - Technical Terms and Abbreviations	12
Section 2 - Rules and Regulations	24
Section 3 - Description of Services	80
Section 4 - Rates and Charges	90
Section 5 - Promotions	103

---

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Minneapolis, MN 55402

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**INDEX**

Application for Service.....	40
Application of Charges .....	56-57
Billing Disputes.....	45
Billing Period .....	44
Cancellation of Service by Customer .....	46
Customer Service .....	39
Deposits .....	40
Description of Services .....	80-89
Determining Rate in Effect.....	58
Directory Assistance.....	50,83,92,96
Directory Assistance for Handicapped Person .....	97
Discounts for Hearing Impaired Customers .....	97
Establishment of Credit .....	40
Exemptions and Special Rates.....	97
Holiday Rates .....	55
Inbound Services.....	62-67
Interruption of Service .....	37-38
Liabilities of The Company.....	25-29
Limitations .....	24
Obtaining Service .....	40
Operator Services .....	97

---

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**INDEX (continued)**

Outbound Services.....	90-100
Paragraph Numbering Sequence .....	11
Rate Periods.....	52
Rates and Charges.....	90-102
Restoration of Service .....	39
Sheet Numbering.....	11
<b>Sheet Revision Numbers.....</b>	<b>11</b>
Special Promotions .....	103
Taxes .....	49
Termination of Service .....	47
Timing of Calls .....	50
Transfer or Assignment.....	49
Use of Service .....	30-34

---

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**CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS**

None.

**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 Tariff 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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---

**TARIFF FORMAT**

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. 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 Revision 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.
- C. Paragraph Numbering Sequence - There are five levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2.
  - 2.1
  - 2.1.1
  - 2.1.1 (A)
  - 2.1.1 (A).1
- D. Check Sheet - When a filing is made with the Commission, an updated Check Sheet accompanies the 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.

---

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

For the purposes of this Tariff, the following technical terms and abbreviations will apply.

**10XXX or 101XXXX Access:** A dialing method that enables a Customer to reach the interexchange carrier of the Customer's choice even if the Customer is not a regular Customer of that carrier. For example, to reach AT&T Communications of New England, Inc., the Customer dials 1+10288+NPA+NXX.

**Access Coordination:** Access Coordination provides for the design, ordering, installation coordination, pre-service testing, service turn-up and maintenance ongoing coordination of testing and trouble resolution on all Company-provided local access channels. In the case of Customer-provided local access channels, it provides for the maintenance, ongoing coordination of testing, and trouble resolution for the local access channels.

**Access Line:** A transmission line used to transmit voice and/or data calls from the Customer's Premises to a telephone company serving wire center or a Company-designated POP or from a telephone company serving wire center or a Company-designated POP to the Customer's Premises.

**Account Code:** An Account Code is a code consisting of two or more digits which is available to Customers to identify individual users and thereby allocate the cost of long distance Service.

**Add'l:** Add'l stands for additional period.

**Administrative Change:** Administrative Change is the modification of an existing Circuit, Dedicated Access line or Port, at the request of the Customer, that involves changes to authorization codes, speed numbers, route guide, consolidation of billing, verification of testing performed by parties other than the Company, or any other administrative change not covered by a Billing Record Change.

**Airline Mileage:** The distance in mileage between two Rate Centers whose position is specified by industry standards.

---

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---

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Alternate Access:** Alternate Access is a form of Local Access except that the provider of the service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such service. The charges for Alternate Access may be subject to private agreement rather than published or special Tariff rates if permitted by applicable governmental rules.

**Ancillary Charges:** Ancillary Charges are charges for supplemental Services or optional features as set forth herein which may consist of both nonrecurring and monthly recurring charges.

**ANI:** Automatic Number Identification. A process used to identify the calling station. For example, Customers such as call centers pay for caller's telephone numbers to be sent to them simultaneously with their incoming toll free service calls.

**Applicant:** Any entity or individual who applies for Service under this Tariff.

**Application for Service:** The Application for Service is the standard Company order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide a communication Service(s) as required.

**Area of Service:** The specific area(s) from which toll free calls will be allowed on a given TFS Number as decided by the Customer subscribing to that TFS Number.

**ASR:** Access Service Request. Used to request the provision of special access or switched access as specified in the tariff of the Local Access Provider.

---

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Authorization Code:** An Authorization Code is a code in numbers or letters employed to gain access to a Company Service.

**Authorized User:** A person, firm, corporation or other entity (including Customer) that 1) is authorized by the Customer to be connected to and utilize the Company's Services under the terms and regulations of this Tariff or 2) either is authorized by the Customer to act as the Customer in matters of ordering, changing or canceling Service or is placed in a position by the Customer, either through acts or omissions, to act as Customer in such matters. Such actions by an Authorized User shall be binding on Customer and shall subject Customer to any associated charges.

**Bandwidth:** The total frequency band, in Hertz, allocated for a Channel.

**Base Rate:** The nondiscounted monthly recurring charge for Data Services.

**Billing Record Change:** Billing Record Change is a change in Customer's billing address.

**Blocking:** A temporary condition that may be initiated so that the Customer cannot complete a telephone call.

**BTN:** Billed Telephone Number. May consist of one or more WTNs.

**Business Customer:** A Customer whose use of the Services is primarily or substantially for a business, professional, institutional, or occupational purpose. Any Business Customer employee who subscribes to the Service for his or her home telephone will also be classified as a Business Customer.

**Cardholder:** Cardholder is the associate, member, Customer, or other individual that uses the Company's Prepaid Calling Card Service or Calling Card Service.

---

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by: Catherine A. Murray, Manager, Regulatory Affairs  
Business Productivity Solutions a Minnesota Corporation, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402

---

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Carrier Common Line Charges:** The charges the long distance companies pay to the local telephone companies for carrier common line access service which provides for the use of end user's telephone company provided common lines by subscribers for access to such end users to furnish interstate communications.

**Casual Caller:** A caller that has not affirmatively selected the Company as its choice of a long distance service provider in advance of placing a long distance call.

**Central Office Connection (COC):** Central Office Connection connects the Inter-Office Channel (as defined herein) of a dedicated leased circuit or connects the access Port of a switched channel to the Local Access Channel (as defined herein).

**Centrex:** A central office based switching service that provides the user with the ability to intercommunicate among stations at the user's premises while also providing station access to local exchange service dial tone and long distance service and many optional features and functions associated with sophisticated Customer Premises equipment.

**CIC:** CIC stands for Carrier Identification Code which is a numeric code consisting of three numbers used by end-users or customers to reach the networks of the DUCS through equal access arrangements.

**Circuit or Channel:** A communications path between two or more points having a standard Bandwidth or Transmission Speed selected by the Customer.

**CLEC:** Competitive Local Exchange Carrier. Any carrier or reseller offering local exchange telecommunications services other than the incumbent LEC.

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Effective Date: January 1, 2005

by: Catherine A. Murray, Manager, Regulatory Affairs  
Business Productivity Solutions a Minnesota Corporation, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402

## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Collect Call:** A Collect Call is a billing arrangement whereby the charge for a Call is billed to the Called Station's telephone number.

**Commission:** Commission refers to the Florida Public Service Commission or any succeeding agency.

**Company:** Company refers to Business Productivity Solutions a Minnesota Corporation, Inc.

**Company-Provided:** The switching, transmission, and other related telecommunications equipment/facilities provided by the Company or by any combination of the Company, the LEC, or other authorized Third Party Vendors contracted by the Company.

**CPE:** Customer-Provided Equipment. Terminal equipment connected to the telephone network which is owned by the Customer or leased by the Customer from a supplier.

**CPNIP:** Customer Premises Network Interface Points.

**Credit Card:** Visa®, MasterCard®, or other Credit Cards issued by other companies the Company may accept.

**Customer:** A Customer is the person, firm, corporation, governmental unit or other entity which orders Service -- either for its own use, as a resale carrier, or as a non-profit manager of a sharing group --and which is responsible for the payment of charges and for compliance with this Tariff. If an entity orders Service in more than one city or requests the assignment of multiple account numbers, each such account is a separate Customer for billing purposes. The term Customer also includes an entity that (1) remains presubscribed to Company Service after its account(s) are removed from Company's billing system, and subsequently continues to use Company's Service, (2) accepts responsibility for the charges associated with an Operator Services Call, or (3) otherwise uses Service for which no other Customer is obligated to compensate the Company.

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---

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Customer Association:** A Customer Association is a pre-existing group of Customers (i) having a cognizable commonality of interest apart from their desire to purchase Services from the Company and (ii) engaging in activities as a group apart from the purchasing of Services from the Company.

**Customer Commitment Date:** The date in which the Company receives a firm commitment from a Customer for the provision of one of the Company's Data Service offerings.

**Customer Premises/Customer's Premises:** Location(s) designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its Resellers.

**DACC:** Directory Assistance Call Completion.

**Data Services:** Communication Services which are designed to allow the transfer of formatted information between points. Data Services include Private Line Service and Frame Relay Service.

**Dedicated Access:** Where Customer's Premises has a non-switched connection to the POP selected by the Company for origination and or termination of calls. When the Dedicated Access is used for Switched Services, the Dedicated Access is referred to as a Dedicated Access line. When Dedicated Access is used to provide Data Services, the Dedicated Access is referred to as local loop.

**Defects or Defective Service:** A shortcoming or an imperfection in Data Service(s) as a result of mistakes, accidents, errors, omissions, interruption or delay in Service.

**Designated Underlying Carrier:** The Designated Underlying Carrier is the facilities-based carrier chosen by the Company to provision the communications Service(s) provided to the Customer.

**Direct-Dialed:** A call placed by the caller without operator assistance.

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---

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Diversity:** Diversity is Customer-designated routing which indicates a Customer designated departure from a DUC's primary route.

**DNIS:** Dialed Number Identification Service. Provides the ability to identify the dialed TFS Number on a call-by-call basis.

**DS1:** Digital Signal level One. Composed of twenty-four 64 kilobit Channels with a through put capacity of 1.544 Mbps. Also called

**DUC:** DUC stands for Designated Underlying Carrier.

**Employees:** The term Employees refers to the active and retired employees of the Company and all subsidiaries, affiliates, and any other groups designated by the Company.

**End User:** The person or legal entity which uses the Service provided by the Company.

**Equal Access:** Enables the Customer to place long distance calls without the need to first dial a special code.

**Exemption Certificate:** A written notification provided by the Customer certifying that its dedicated facility should be exempted from the monthly Special Access Surcharge because (a) the facility terminates in a device not capable of interconnecting Service with the local exchange network or (b) the facility is associated with a Switched Access Service that is subject to Carrier Common Line Charges.

**Flat Rate:** Charging a rate per minute irrespective of the distance the call is carried or the time-of-day or day-of-week the call is placed.

**Hertz:** A unit of frequency equal to one cycle per second.

**ICB:** Individual Case Basis. A Service provided involving a nonstandard arrangement. The nature of such Service requirements makes it difficult or impossible to establish general Tariff provisions for such circumstances.

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---

## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Initial and Additional Period:** The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging time in excess of the Initial Period.

**Installation:** Installation means the connection of a Circuit, Dedicated Access line, or Port, for new, changed or additional Service.

**IOC:** Interoffice Channel.

**Isochronous:** Isochronous refers to data transmission where timing is derived from the signal carrying the data.

**Employees:** The term employees refers to the employees of General Electric Corporation and all subsidiaries, affiliates, agents, and any other groups designated by the Company.

**InterLATA Call:** An InterLATA call is any call that originates and terminates in a different LATA.

**IntraLATA Call:** An IntraLATA call is any call that originates and terminates within the same LATA.

**LATA:** LATA stands for Local Access and Transport Area which is a geographic boundary, within which the LEC provides communications services.

**LEC:** LEC is an acronym for Local Exchange Carrier which is the serving telephone company providing local services to subscribers.

**Multi-Unit Dwelling ("MDU"):** A single building or a complex of buildings with two or more separate living units located on a continuous property, or sharing common management or control.

**NPA:** NPA literally stands for Numbering Plan Area but is more commonly referred to as an area code.

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---

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**NXX:** NXX is the first three digits of the Customer's telephone number. N is a number between 2 and 9. X is a number between 0 and 9.

**On-Network Station:** An On-Network Station is a station which subscribes to one of the Company's outbound Plan A services.

**Off-Network Station:** An Off-Network Station is a station which does not subscribe to one of the Company's outbound Plan A services.

**PBX:** PBX is an acronym for Private Branch Exchange.

**Plan A:** Plan A is a provisioning option and means the Customer is provisioned utilizing the facilities of Underlying Carrier 1 which is AT&T.

**POP:** POP is an acronym for Point-of-Presence and is the central office of the Underlying Carrier where the LEC hands off the traffic of the Company's Customers or where the T-1.5 digital facility interconnects with the Underlying Carrier.

**Residential Customer:** A Residential Customer is a Customer who subscribes to the Company's service(s) in a non-business, trade, or professional name, for personal use only.

**Resp Org:** Responsible Organization. The entity designated to manage and administer a Customer's SMS/800 records.

**Restore:** Restore means to make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the DUC(s) involved.

**Route Diversity:** Route Diversity is providing two channels which are furnished partially or entirely over two physically separate routes.

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---

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**SCP:** SCP stands for Service Commitment Period.

**Service:** Any or all services provided pursuant to this Tariff.

**Service Commitment Period:** The Service Commitment Period is the period selected by the Customer, agreed to by the Company, and stated on the relevant Application for Service during which the Company will provide and Customer will accept and pay for the Service described therein.

**SMS:** SMS stands for Service Management System.

**Service Order:** The standard Company order form(s), in effect from time-to-time, or Customer's forms accepted in writing by an authorized representative of the Company for Service which shall enable the Company to provide Service.

**SMS/800:** 800 Service Management System is the national database service management system that retains all inbound toll-free number records. The main operations support system used to create and update toll free records that are then downloaded to the SMS/SCPs for processing toll free service calls. This database provides long distance carriers with a single interface for inbound toll-free number reservations and record maintenance. This system is used by Resp Orgs to manage and administer SMS/800 records.

**SMS/800 Help Desk:** The organization that administers the SMS/800 system for the centralized management of toll free numbers.

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---

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**SMS/SCP:** Service Management System/Service Control Point. The real time data base system in the exchange carrier's network that contains routing instructions down loaded from the SMS/800.

**Special Access Surcharge:** A charge imposed by the Local Exchange Companies in accordance with Section 69.115 of the FCC Rules and Regulations.

**State:** State refers to the State of Florida.

**Station-to-Station:** Any operator handled call where the person originating the call does not specify a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

**Subscriber:** The Subscriber is a person or legal entity which subscribes to service(s) from the Company and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

**Switched Access:** A transmission line that is switched through the LEC or CLEC to reach the long distance network. Switched access arrangements are only available from the subscriber's local telephone company.

**Switched Services(s):** Any Services that are not Data Service as defined herein which use message switches to share inter-switch transport.

**T-1 Digital Service:** T-1 Digital Service, also called T-1, is a digital link between two points. This link typically transmits at speeds of 1.544 megabits per second. In most cases, this service allows twenty-four access paths between any two points.

**TFN:** TFN stands for Toll Free Number.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**TFS:** Toll Free Service.

**Third Party Vendor:** A company, entity or individual, other than the Company, designated by the Company that provides the facilities and/or the equipment required to provide Service(s).

**TLC:** Termination Liability Charge. A charge which applies when the Customer cancels Service prior to the expiration date of a term plan agreement for Data Service(s).

**Toll Free Number:** A Toll Free Number is a telephone number associated with a Customer's Toll Free Service that is used by the calling party without charge to the calling party. The area code for a toll free number is either 800, 877, or 888 or other area code assignments as appropriate.

**Toll Free Service:** Toll Free Service is a reverse-billed Service that permits calls to be completed without charge to the calling party. Access to Toll Free Service is gained by dialing a ten-digit Toll Free Access Number which terminates at the Customer's requested location.

**Total Usage:** The Customer calculates Total Usage by totaling the most recent month's interstate, intrastate, and international usage for all lines to be provisioned via a Service offered by the Company. For Customers with multiple locations, the usage for each location will be calculated individually. If the Customer's traffic volume varies significantly from month-to-month, the Customer may determine TU by averaging more than one month's bill.

**Transmission Speed:** Denotes the line or Channel speed in Bits per second.

**TU:** TU stands for Total Usage.

**V&H:** Vertical and Horizontal geographic coordinates.

**WTN:** Working Telephone Number.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

The Company's services are offered for intrastate InterLATA and IntraLATA telecommunication services originating and terminating within the State of Florida under terms of this Tariff. Services are offered subject to the availability of facilities and the terms and conditions of this Tariff. The Company resells the services of facility based carriers subject to the terms of any applicable interstate offering or arrangement between the Underlying Carrier and the Company.

This Tariff is on file with the Commission and copies may be inspected during normal business hours at the Company's principal place of business which is located at 730 Second Avenue South, Suite 900, Minneapolis, Minnesota 55402.

### 2.2 Limitations

- 2.2.1 Service is offered subject to the availability of facilities and the provisions of this Tariff.
- 2.2.2 The Company reserves the right to discontinue furnishing service, or limit the use of service without liability when necessitated by conditions beyond its control, or when the Customer is using service in violation of the law or the provisions of this Tariff.
- 2.2.3 Prior written permission from the Company is required before any assignment or transfer of service which consent cannot be unreasonably withheld. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of the Company

2.3.1 Conditions under which the Company may refuse or terminate service without liability include:

- For non-payment of any sum for telephone service owed to the Company after five (5) days notice, in accordance with Paragraph 2.12.2, except in extreme cases; or
- For insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, or pre-arranged account code numbers; or
- For any violation by a Customer related to the request for such service of either the provisions of this Tariff or any laws, rules, regulations, or policies; or
- By reason of any order or decision of a court or other governmental authority which prohibits the Company from furnishing such service; or
- If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, or services; or
- Failure to meet specific program provisions; or
- Any reasonable business reason; or
- Failure to meet the Company's credit extension policy; or
- The Company is selling, transferring, or ending the business.

In case of refusal to establish service, the Company shall notify the applicant in writing of the reason for such refusal.

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.2 The Company's liability for any failure of performance hereunder due to causes beyond its control, including, but not limited to:

- unavoidable interruption in the working of transmission facilities;
- acts of God such as storms, fire, flood, or other catastrophes;
- any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority;
- national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or,
- notwithstanding anything in this tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment

shall in no event exceed the proportionate charge of the Company billing to the Customer for the period of service during which the impairment existed.

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

- 2.3.3 The liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of furnishing service hereunder and not caused by the negligence or intentional acts of the Customer shall in no event exceed an amount equivalent to the initial period charge to the Customer according to this Tariff for the call during which such mistake, omission, interruption, delay, error or defect in the course of furnishing service hereunder occurs, except in cases of willful misconduct by the Company.
- 2.3.4 The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.3.5 The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence. The Subscriber shall indemnify and hold harmless the Company from any claim of the owner of the Subscriber's premises or other third party claims for such damages.
- 2.3.6 No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization. The Subscriber will indemnify and hold harmless the Company from any claims of the owner of the Subscriber's premises or other third party claims for such damages.
- 2.3.7 The Company is not liable for any damages the Subscriber may incur as a result of the unlawful use or use by an unauthorized person.

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.8 This service is furnished subject to the conditions that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes:

- The use of the service of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for service;
- The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain service by rearranging, tampering with, or making connection with any service components of the Underlying Carrier, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service;
- The use of the service of the Company for a message or messages, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another;
- The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.9 Consequential And Other Damages

The Company's liability shall be limited to that expressly assumed in Paragraph 2.3 hereof. The Company shall not be liable for any other direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, service provided hereunder, absent a determination of willful misconduct by judicial or administrative proceedings. With respect to any services provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and fitness for a particular purpose.

2.3.10 With respect to Prepaid Calling Card Services, the company makes no warranty, guarantee, representation, either express or implied, regarding the merchantability, accuracy, reliability, condition, or fitness of the information provided in connection with the use of the Services.

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## SECTION 2 - RULES AND REGULATIONS

### 2.4 Use of Service

2.4.1 The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth herein. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.

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SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.2 Service furnished by the Company may be arranged for joint use or authorized use. The joint user or authorized user shall be permitted to use such Service in the same manner as the Customer, but subject to the following:

- (A) One joint user or authorized user must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all joint users or authorized users in the application for Service. Service orders which involve the start, rearrangement or discontinuance of joint use or authorized use Service will be accepted by the Company only from that Customer and will be subject to all regulations of this Tariff.
- (B) All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or authorized user which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or authorized user shall be liable to the Company for all charges incurred as a result of its use of the Company's Service. Each joint or authorized user must submit to the designated Customer a letter accepting contingent liability for its portion of all charges billed by the Company to the designated Customer. This letter must also specify that the joint or authorized user understands that the Company will receive a copy of the guaranty from the designated Customer. The Customer shall be responsible for allocating charges to each joint user or authorized user.

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## SECTION 2 - RULES AND REGULATIONS

### 2.4 Use of Service (continued).

2.4.3 In addition to the other provisions in this Tariff, Customers reselling Company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between the Company and the Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.

2.4.4 Service furnished by the Company shall not be used for any unlawful or fraudulent purposes such as:

- (A) use of electronic devices, invalid numbers, and false credit devices to avoid payment for Services contained in this Tariff either in whole or in part; and
- (B) to make Calls which might reasonably be expected to frighten, abuse, torment, or harass another.

Nor shall Service be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier, an enhanced or electronic Service provider who has subscribed to the Company's Services. However, this provision does not preclude an agreement between the Customer, authorized user, or joint user to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

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SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued).

- 2.4.5 A Customer of the Company's 800 Services shall provide not less than ten (10) business days notice prior to implementation of special advertising or other new promotions likely to stimulate usage.
- 2.4.6 If a Customer of the Company's 800 Services is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend Service temporarily and/or deny requests for additional Service. The Company shall give the Customer 10 days written notice via certified U.S. Mail of intent to suspend or deny Service due to such non-compliance.
- 2.4.7 A Customer requesting 800 Service shall supply the following information when requesting Service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. A new traffic forecast shall be submitted quarterly after Service is initiated.
- 2.4.8 The Customer will be billed directly by the LEC for the Dedicated Access arrangements selected by the Customer for the provisioning of dedicated services set forth herein. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will pass the LEC charges through to the Customer.

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SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.9 In the course of furnishing Service the Company may pay commissions to the third party marketing entities a percentage of qualifying monthly usage revenues generated by Customers to whom the third party has marketed the Company's Service(s). The actual level of commission to be paid will be dependent on the nature and extent of activities engaged in by the third party on the Company's behalf, including, without limitation, initial sales efforts, order coordination and processing, Customer Service, Service problem determination and resolution, billing coordination, billing dispute resolution, and collection or guarantee of collection of the amounts billed to the Company's Customers acquired by the third party. The commission payments may be remitted by the third party, in whole or in part, and in its sole discretion, to Customers to whom it has marketed the Company's Service(s).

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 The Company shall be indemnified and held harmless by the Customer against:

- Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Company;
- Violation of any other literary, intellectual, artistic, dramatic, or musical right;
- Violations of the right to privacy;
- Claims of patent infringement arising from combining or connecting Company's facilities or the facilities of the underlying carrier with apparatus and systems of the Customer;
- All lost or stolen calling cards;
- Any other rights whatsoever relating to or arising from message content or the transmission thereof;
- All other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.2 The Customer shall be responsible for the payment of all charges for services provided under this Tariff and for the payment of all excise, sales, use or other similar taxes that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this Tariff.
- 2.5.3 The Company shall not be liable by the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. In the event that the Customer is not satisfied with the Company's resolution of any dispute, the Customer may make application to the Commission for review and disposition of the matter.
- 2.5.4 The Company's failure to provide or maintain service under this tariff shall be excused by the Customer for all circumstances beyond the Company's reasonable control.
- 2.5.5 The Customer shall indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Paragraph 2.3 and arising in connection with the provision of service to the Customer, and shall protect and defend the Company from any suits or claims alleging such liability, and shall pay all expenses (including attorneys' fees) and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith.

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SECTION 2 - RULES AND REGULATIONS

2.6 Interruption of Service

- 2.6.1 Credit allowances for the interruption of service are subject to the general liability provisions set forth in Paragraph 2.3.2 preceding. It shall be the obligation of the Customer to notify the Company of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the interruption is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer.
- 2.6.2 For usage sensitive Services, the credit allowance for interruption of Service is limited to the charge for the initial period.

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SECTION 2 - RULES AND REGULATIONS

2.6 Interruption of Service (continued)

2.6.3 For Private Line Services, no credit for monthly recurring charges shall be issued for outages less than thirty minutes in duration. When service is interrupted for thirty (30) continuous minutes or more, credit is allowed on demand to the Company, computed as set forth below, provided such interruption is not shown by the Company to have been caused by the negligence or willful action of the Customer, or any other persons at a Customer's terminal location, or is not caused by the failure of the Customer's equipment or power supply. Credit is computed by multiplying the monthly rate for the service by the ratio that the number of hours of interruption bears to 720 hours. (For the purpose of this computation each month shall be considered to have 720 hours.) The monthly bill on which the credit will be based shall be the non-usage sensitive charges for the month during which the interruption occurred, not including access and equipment charges. An interruption is measured from the time the Company detects trouble, or the Customer notifies the Company of the interruption by an expeditious means, until the trouble is cleared. Each interruption is considered separately for purposes of establishing credit allowance. Interruptions shall be accumulated to the nearest half hour period. The credit for a monthly billing period shall not exceed the monthly rate. The Customer shall not receive a credit if an interruption is (i) caused by the negligence or willful misconduct of Customer or others authorized by Customer to use the services provided by the Company; (ii) due to a failure of power, facilities, equipment, systems or connections not provided by the Company; (iii) caused by the failure of access to Customer's network; (iv) a result of scheduled maintenance; or (v) due to any cause beyond the Company's control.

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Minneapolis, MN 55402

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SECTION 2 - RULES AND REGULATIONS

2.7 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Customer Service

Customer Service may be contacted in writing at Business Productivity Solutions a Minnesota Corporation, Inc., 3723 Fairview Industrial Drive, Salem, Oregon 97302 or via a toll free 800 number. The Company offers its Customers several toll free 800 numbers depending on the Customer's program. Service representatives are available to assist with service complaints Monday through Friday from 10:00 AM to 5:00 PM eastern time. If a Customer calls Customer Service after hours, the call goes to an answering machine. If the call is not an emergency, the answering machine takes a message for a return call the next business day. If the call is an emergency, the Customer is referred to an 800 number at the Network Operations Center which is answered twenty four hours per day, 365 days per year.

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---

SECTION 2 - RULES AND REGULATIONS

2.9 Obtaining Service

2.9.1 Application for Service

To obtain service, the Company requires the Customer to complete a letter of agency or other authorization it deems appropriate.

2.9.2 Establishment of Credit

The Company reserves the right to examine the credit record and check the references of all applicants and Customers. The Company may examine the credit profile/record of any applicant prior to accepting the service order or Customer's deposit. These shall not in themselves obligate the Company to provide services or to continue to provide services, if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interests of the Company.

2.9.3 Deposits

The Company will not collect deposits.

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SECTION 2 - RULES AND REGULATIONS

2.10 Rendering and Payment of Bill

2.10.1 General

- (A) The Company uses cycle billing. The billing period is one (1) month. Except for fraud, charges may be assessed for unbilled traffic up to six (6) months in arrears. Payment in full is due by the due date disclosed on the bill.
- (B) The Company utilizes direct billing by the Company or an authorized billing agent. The Company may also utilize LEC billing or credit card billing. The availability of the billing option is controlled by the Company not the Customer. All billing options may not be available for a specific Service offering. A Residential Customer's bill for the Company's Services will be included on the Customer's designated and approved credit card bill or, upon Customer request and the agreement of the Company, directly billed.
- (C) If a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bills in cash or the equivalent of cash. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- (D) In instances where the Company orders Dedicated Access as an agent for the Customer, the Company will become the customer-of-record with the Local Access Provider. The Company will bill the Local Access charges to the Customer on a pass-through basis. Any credits issued by the Local Access Provider for service outages will be shown on the Customer's invoice on a pass-through basis.

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Minneapolis, MN 55402

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SECTION 2 - RULES AND REGULATIONS

2.10 Rendering and Payment of Bill (continued)

2.10.1 General (continued)

- (E) Where billing systems allow, Credit Card billing is available. However, if a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bill in cash or the equivalent of cash.
- (F) Monthly recurring charges for Service components are billed in advance of Service and reflect the rates in effect as of the date of the invoice (e.g., bills generated in January will cover the month of February). A Customer's first invoice may contain charges from previous periods for Service provided from the date of installation through the current invoice period. An Applicant for Service may be required to pay in advance of the establishment of Service the applicable nonrecurring charges together with the fixed charges applicable for the first month.
- (G) For the purpose of computing partial-month charges, a month is considered to consist of thirty days. If the Company has ordered Dedicated Access as an agent of the Customer, the Company will not cease billing the Special Access Surcharge until the Company receives the Exemption Certificate (as defined herein) from the Customer and the Local Access Provider acknowledges receipt of the Customer's Exemption Certificate.

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Minneapolis, MN 55402

SECTION 2 - RULES AND REGULATIONS

2.10 Rendering and Payment of Bill (continued)

2.10.1 General (continued)

- (H) Any Applicant for Service that was furnished Service under a former contract with the Company shall pay or make satisfactory arrangements for paying any bill outstanding and unpaid for such Service, before any additional Service will be furnished.
  
- (I) In the event that the Company's ability to commence or to continue to provide Service in a timely manner is delayed or interrupted because of the non-performance by the Customer of any obligation set forth in this Tariff, the Customer shall pay to the Company amounts equal to the monthly recurring charges which would have been paid had the Company been able to commence or to continue to provide Service.

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SECTION 2 - RULES AND REGULATIONS

2.10 Rendering Bill (continued)

2.10.2 Direct Billing By Company And/Or Authorized Billing Agent

(A) General

Bills are sent to the Customer's current billing address no later than thirty (30) days following the close of billing. All bills will be in English. Call detail is available with the bill. Payment in full is due by the due date disclosed on the bill. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check made payable as named on the bill and sent to the address as listed on the bill. If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge on the delinquent amount. A late charge applies to any past due balance. Pursuant to R.103-622.2, a maximum of one and one half percent (1.5%) may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears. This method of late payment charge will be made in lieu of any other penalty. Billings for 900 and 900-type charges or non-regulated items are excluded from the balance on which a late fee may be imposed. The one-time charge shall apply on the undisputed amount or on the disputed amount if a dispute is resolved in favor of the Company. When another telecommunications carrier provides the billing function on behalf of the Company, the other carrier's late payment charge applies.

(B) Credit Card Billing

With Credit Card billing, the charges for Services provided by the Company are billed on the Customer's designated and approved Credit Card. Charges are billed monthly in accordance with the terms and conditions between the Customer and the Customer's designated Credit Card company. Call detail will not be included in the Credit Card bill. Call detail will be provided by the Company in a separate mailing.

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Minneapolis, MN 55402

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SECTION 2 - RULES AND REGULATIONS

2.10 Rendering and Payment of Bill (continued)

2.10.4 Disputed Charges

- (A) The Company will not be required to consider any Customer claim for damages or statutory penalties, or adjustments, refunds, credits or cancellation of charges, unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim.
- (B) Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. Such notice must be sent to the Company's Customer Service Department as per Section 2.8 of this Tariff. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the Commission for review and disposition of the matter.
- (C) Failure of the Customer to participate in the Company's effort to resolve a dispute or claim will constitute a waiver of the Customer's rights to a continuance of Service.

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Minneapolis, MN 55402

## SECTION 2 - RULES AND REGULATIONS

### 2.11 Cancellation of Service By Customer

#### 2.11.1 General

Customers may cancel service only by giving a thirty (30) day written notice to the Company. Written notice should be directed to the Company's address set forth in Section 2.8. Upon receipt of the written notice, the Company places an order with the Underlying Carrier to cancel service. If the Customer is moving to another Interexchange Carrier, the Underlying Carrier advises the LEC to cancel service. The Customer may also directly contact the LEC and advise the LEC to change the Customer's Primary Interexchange Carrier Code (PIC).

#### 2.11.2 Customers With Switched Access

The Customer's service is canceled when the LEC changes the Primary Interexchange Carrier (PIC) code or when the Underlying Carrier cancels the service offered by the Company.

#### 2.11.3 Customers With Dedicated Access

The Customer's service is canceled when the Underlying Carrier cancels the service offered by the Company or when the Dedicated Access is moved to another Underlying Carrier.

#### 2.11.4 Customers with Private Line Service

Customers must provide written notification of Service termination at least 30 days in advance of the requested termination date. In the event of early termination of Service, the Customer will be obligated as set forth in Section 3.13.2 of this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.12 Termination of Service By Company

2.12.1 Notice of Service Termination

Every effort will be made to provide a Customer five (5) days written notice of termination of service. The written termination notice will be mailed in a separate mailing. However, in the event of emergency or threatened or actual disruption of service to other Customers, the Company may terminate service without notice. See Paragraph 2.3 for other conditions which the Company may refuse or terminate service.

2.12.2 Non-Payment

If payment is not received by the due date, a termination notice is sent to the Customer.

2.12.3 Termination of Service

Service will not be terminated if the Company receives payment prior to the termination date listed on the termination notice or if the Company and the Customer are negotiating a payment arrangement.

2.12.4 Restoration of Service

The Company does not charge for restoration of service.

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SECTION 2 - RULES AND REGULATIONS

2.12 Termination of Service By Company (continued)

2.12.5 Those customers who are billed for long distance charges through their Local Exchange Company will be subject to the policies of the Local Exchange Company in lieu of the provisions of 2.12.1 through 2.12.4 herein.

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## SECTION 2 - RULES AND REGULATIONS

### 2.13 Taxes

In addition to the charges specifically pertaining to the Company's services, certain federal, state, and local surcharges, taxes and fees will be applied. These taxes, surcharges, and fees are calculated based upon the amount billed to the end user for the Company's intrastate services. All state and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates. For Prepaid Calling Card Service, the maximum per minute rate shown in Section 4 of this Tariff is inclusive of all surcharges, taxes, and fees except for Point-of-Sale ("sales") taxes. The Company does offer prepaid cards which do not include the Federal taxes and surcharges in the maximum rates set forth in Section 4.

### 2.14 Transfer or Assignment

The Company's intrastate services may not be transferred or assigned to a new Customer unless the new Customer's credit is approved. Paragraph 2.3.1 covers additional conditions under which the Company reserves the right to refuse service to Customers.

### 2.15 Installation and Connection Charges

The Company does not assess charges for installation and connection of intrastate long distance services.

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SECTION 2 - RULES AND REGULATIONS

2.16 Timing of Calls

2.16.1 The Company does not bill for incomplete calls.

2.16.2 On Station-to-Station calls and on Direct-Dialed calls chargeable time begins when the called Station answers and the connection is established between the calling Station and the called Station, miscellaneous common carrier, mobile radio system, or PBX system. Answer detection is determined based on standard industry answer detection methods, including hardware and software answer detection. However, when Services are directly connected to a Customer-provided communications systems at the Customer's or End User's premises, chargeable time begins when a call terminates in, or passes through, the first Customer equipment on that Customer-provided communications system. It is the Customer's responsibility to furnish appropriate answer supervision to the point of interface with the Company's Service so that chargeable time may begin.

2.16.3 On Person-to-Person calls, chargeable time begins when connection is established between the calling person and the particular person or Station specified or an agreed alternate.

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SECTION 2 - RULES AND REGULATIONS

2.16 Timing of Calls (continued)

- 2.16.4 Chargeable time ends when the calling Station hangs up thereby releasing the network connection. If the called Station hangs up but the calling Station does not, chargeable time ends when the network connection is released either by the automatic timing equipment in the telecommunications network or by the operator.
- 2.16.5 On Prepaid Calling Card calls, billing begins only when a starting and ending event both occur. Timing is calculated at the starting event and ends at the terminating event. If there is no terminating event, there is no charge. Time between the starting event and the terminating event is the call duration. The starting event occurs when the Platform experiences an incoming signaling protocol successfully, i.e., upon seizure of an inbound trunk. The terminating event occurs when the Platform receives a signal from the LEC that the calling party has terminated the call or when the special audio text and interactive voice response features of the Platform such as news, weather, voice mail, etc. have been accessed by the End User and completed. If the called party hangs up and the Customer re-originates one or more calls utilizing the interactive Platform program features without re-dialing the toll-free access number, the terminating event occurs when the Platform receives a signal from the LEC that calling party hangs up. If the End User of a Prepaid Calling Card call uses the conference feature, the third leg of the call is timed separately. Timing of the third leg of the call begins when the called station answers and terminates when the called station hangs up.

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SECTION 2 - RULES AND REGULATIONS

2.17 Rate Period

2.17.1 General

Different rates may be applicable to an intrastate call at a different time of the day and on certain days of the week as specified in the appropriate rate schedule for that call. The rate periods shown below apply. All times shown are local time at the calling station in case of an outbound call and at the called station in case of an inbound call.

2.17.2 All Services

For Business Customers, the peak rate period is 8:00 am to but not including 7:00 pm, Monday through Friday. For Residential Customers, the peak rate period is 7:00 am to but not including 7:00 pm, Monday through Friday. The off peak rate period is all other times. The day, evening, and night rate periods are as follows:

Times Applicable

Rate Period	From	To But Not Including	Days Applicable
Day	8:00 AM	5:00 PM	Mon - Fri
Evening	5:00 PM	11:00 PM	Sun - Fri
Night	11:00 PM	8:00 AM	All days
	8:00 AM	11:00 PM	Saturday
	8:00 AM	5:00 PM	Sunday

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---

SECTION 2 - RULES AND REGULATIONS

2.18 Mileage Measurements

2.18.1 Calls are mileage by the DUC that carries the call. The mileage between rate centers is calculated based on V and H coordinates as obtained by reference to AT&T Tariff FCC No. 10. Calculation between service wire centers is based on V and H coordinates as obtained by reference to NECA FCC Tariff No. 4. The mileage for a call between access lines associated with stations that use the same rate center is one mile. If Feature Group B is used, the distance will be measured from the rate center of the tandem location or network site to which the Feature Group B line is connected. If Feature Group D access is used, the distance will be measured from the rate center of the calling number.

2.18.2 Airline mileage between service locations is calculated as follows:

FORMULA:

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

Where  $V_1$  and  $H_1$  are the V and H coordinates of point 1 and  $V_2$  and  $H_2$  are the coordinates of point 2.

Mileage is rounded up to an integer value to determine the airline mileage.

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SECTION 2 - RULES AND REGULATIONS

2.18 Mileage Measurements (continued)

2.18.3 The rate mileage for the IOC on a two-point Data Service is the airline distance measured between two Company-designated POPs associated with each end of the Circuit.

2.18.4 Calculation of IOC Channel mileage between the two Company-designated POPs is based on V and H coordinates as obtained by reference to National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4. The Airline Mileage between two Company-designated POPs is calculated as follows:

FORMULA:

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

Where  $V_1$  and  $H_1$  are the V and H coordinates of point 1 and  $V_2$  and  $H_2$  are the coordinates of point 2.

2.18.5 For the IOC, fractions of a mile are rounded up to the next whole mile before rates are applied.

2.19 Terminal Equipment

Services may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at the Customer's Premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.

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## SECTION 2 - RULES AND REGULATIONS

### 2.20 Return Check Charge

A fee of \$15 or 5% of the amount of the check, whichever is greater, will be charged for each check returned for insufficient funds or account closed.

### 2.21 Holiday Rates

#### 2.21.1 Operator Toll Assistance

The term "Holiday" denotes the following holidays: New Year's Day#, Martin Luther King Day\*, President's Day\*, Memorial Day\*, Independence Day#, Labor Day, Columbus Day\*, Veterans Day#, Thanksgiving Day, and Christmas Day#. The evening rate applies on the holidays specified above from 8:00 AM to but not including 11:00 PM except when a lower rate would normally apply.

(\* ) Applies to Federally observed day only. (#) When this holiday falls on a Sunday, the Holiday calling rate applies to calls placed on the following Monday. When this holiday falls on a Saturday, the Holiday calling rate applies to calls placed on the preceding Friday.

#### 2.21.2 All Other Services

Holiday rates do not apply.

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SECTION 2 - RULES AND REGULATIONS

2.22 Application of Charges

2.22.1 Rounding

- (A) Each usage sensitive Service has its own specific initial period and additional period (collectively referred to as billing increments) as specified in Section 3 of this Tariff. For all Services, fractions of a billing increment are rounded up to the next higher increment for billing purposes.
- (B) If the payphone surcharge includes a fraction of a cent, the fraction is rounded up to the next higher whole cent.
- (C) If the Customer re-originates one or more calls without re-dialing the toll-free access number, timing of the usage is rounded at the end of the last call.
- (D) Usage charges apply to all completed calls. The usage charges for each completed call during a billing month will be computed. Rounding for charges for Service(s) is on a call-by-call basis. If the charge for the call includes a fraction of a cent of \$.005 or more, the fraction of such charge is rounded up to the next higher whole cent. Otherwise, the charge is rounded down to the next lower whole cent.

2.22.2 BTN Account Changes

(A) Discounts

A change in Service or enrollment in a promotional offering that impacts the Customer's usage discount is effective on the first day of the next billing cycle after the change order is processed.

## SECTION 2 - RULES AND REGULATIONS

### 2.22 Application of Charges (continued)

#### 2.22.2 BTN Account Changes (continued)

##### (B) Monthly Recurring Charges

If Service is provided for less than a billing cycle, all associated monthly recurring charges will be prorated for the time Service was provided to the Customer.

#### 2.22.3 TFS

Rates and charges apply to all TFS Numbers associated with the Customer's BTN. For an existing Customer who subscribes to TFS in the middle of a billing cycle, monthly recurring charges are prorated based on the amount of time the plan is in effect prior to the first bill.

#### 2.22.4 Private Line Services

Monthly recurring charges will begin to accrue on the date of installation and turnover of circuit for the customer's use. All recurring charges which are determinable in advance, including minimum charges, may be billed a month in advance of service (e.g., bills generated in January will cover the month of February) or in the current month and reflect the rates in effect as of the date of the invoice. Installation and other non-recurring charges will be billed on or after service installation. Termination charges will be billed at the time of termination.

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SECTION 2 - RULES AND REGULATIONS

2.23 Determining Rate In Effect

For outbound Services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the calling station determines the rate in effect. For Toll Free Services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the called station determines the rate in effect. If a unit of time is split between two (2) or more rate periods, each rate period applies to the portion of the call that occurred during that rate period rounded to the nearest billing increment. For Dedicated Access Services, when a call or unit of time is split between two rate periods, the rate is based on the rate period in which it began. If a Call is completed by an operator, the time at the beginning of each initial or additional rate period determines the applicable rate period. When a Call spans more than one rate period, total charges for each rate period are calculated and the results for each rate period are totaled to obtain the total message charge.

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## SECTION 2 - RULES AND REGULATIONS

### 2.24 Changes to Service Offerings

The Company reserves the right to add, change, or delete services and/or Underlying Carriers at any time.

### 2.25 Use of Service

Service may be used for the transmission of communications by the Customer and the Customer's authorized user(s). The Customer may not use any of the services furnished by the Company under this Tariff for any unlawful purpose. If the service is to be resold or rebilled, the subscriber must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

### 2.26 Lost Or Stolen Calling Card Or PIN

Upon knowledge of facts which would alert a reasonable person to the possibility of unauthorized use of the Customer's calling card or PIN, the Customer will alert and give notice to the Company of such facts. Upon receipt of notice, the Company will deactivate the PIN associated with the card. If requested by the Customer, a new calling card and PIN will be issued to the Customer. The Customer will be excused from liability only with respect to unauthorized calls placed after receipt of such notice by the Company.

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---

SECTION 2 - RULES AND REGULATIONS

2.27 Revenue and Term Plan Commitments

2.27.1 General

- (A) As a condition of obtaining a specific Service offering or a specific optional pricing plan, a Customer may be required to (1) make a minimum annual revenue commitment (MAC) and sign a term plan agreement or (2) make a minimum monthly revenue commitment (MMC) without signing a term plan agreement.
- (B) By making a MAC or a MMC, the Customer commits to spending a predetermined dollar revenue volume, either annually in the case of a MAC or monthly in the case of a MMC.
- (C) By signing a term plan agreement, the Customer commits to remain a Customer of Company for a specified length of time.

2.27.2 Shortfall Penalties

Shortfall penalties may apply if the Customer fails to meet the MAC or MMC thresholds. Also see Section 2.32.12.

2.27.3 Term Plan Renewal

Ninety (90) days prior to the expiration of a Customer's term plan agreement, the Company will send the Customer a letter advising the Customer the date the term plan expires. If the Customer does not notify the company in writing of its intent to cancel the existing term plan agreement, the term plan agreement will automatically renew on the expiration date of the term plan agreement for the same MAC and length of term plan. Within thirty (30) days of the automatic renewal date of a term plan agreement if the Customer provides written notice to the Company that the Customer wishes to cancel the new term plan agreement, the Company will waive all term plan cancellation penalties.

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---

SECTION 2 - RULES AND REGULATIONS

2.28 Aggregation Grouping

- 2.28.1 Aggregation grouping is the collecting of a Customer's multiple BTNs into a group such that all usage within this group can be combined to determine the Customer's usage rate or volume discount.
- 2.28.2 The Customer determines which BTN(s) will be aggregated. With Aggregation grouping, the Customer must select one BTN as the master BTN. The BTNs that go together in the Aggregation grouping will be assigned an Aggregation ID.
- 2.28.3 Changes to a Customer's Aggregation grouping (such as adding or deleting BTNs will not affect the Customer's MMC, MAC or term plan commitment.

2.29 Notices

Any notices provided by Company pursuant to this Tariff are deemed given and effective upon the earlier of (a) actual receipt by Customer or (b) three days after mailing if sent by mail, the day after express overnight delivery, or the day the notice is left at the Customer's Premises.

2.30 Changes to DUC

The Company determines the DUC for any given Service and may change the DUC at any time. The Company will determine in its sole discretion whether any notice regarding any such changes will be provided to Customers and the form, content, and timing thereof.

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SECTION 2 - RULES AND REGULATIONS

2.31 Toll Free Service

2.31.1 General

- (A) The availability of Toll Free Numbers from the Company is limited by the Company's ability to obtain Toll Free Numbers from the SMS database.
  
- (B) Where any claim arises out of any and all failings by the Company in connection with the provision of TFS to the Customer, including where TFS is not made available on the date committed to the Customer, or cannot otherwise be made available after acceptance of the Customer's order, or is provided with a number or numbers other than the one(s) committed by the Company to the Customer, or the number or numbers are not included in TFS Directory Assistance or are included in an incorrect form, and any such failure or failures is due solely to the negligence of the Company, in such case the Company's liability, if any, will be limited to the lesser of (a) the actual monetary damages incurred and proved by the Customer as the direct result of such failure or failures, or (b) the sum of \$1,000.00. With respect to the Company acting as an agent for the Customer with respect to Resp Org Service and SMS Resp Org Changes, the Customer will indemnify and hold the Company harmless against any claims or third party claims arising out of the execution of changes requested by the Customer, including those changes made by a TFS Customer. Where the Customer is a Customer acting on behalf of a Toll Free Service Customer, the Customer represents that it has the authority to act on the Toll Free Service Customer's behalf in choosing a Resp Org and otherwise utilizing the Company to request Service changes.

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SECTION 2 - RULES AND REGULATIONS

2.31 Toll Free Service (continued)

2.31.1 General (continued)

- (C) If a Customer accumulates past-due charges, the Company reserves the right not to honor the Customer's request for a change in TFS to another carrier (e.g. porting of the Toll Free Number), including a request for a Responsible Organization (Resp. Org.) change, until such time as all charges are paid in full and all disputes, if any, resolved.
- (D) The use or abuse of any Service described herein by any party including, but not limited to, the Customer's employees or members of the public. Use or abuse includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, Service, or device. In the case of TFS Service, this also applies to third parties who dial the Customer's Toll Free Number by mistake. Compensation for any injury the Customer may suffer due to the fault of others than the Company must be sought from such other parties.
- (E) A Customer of TFS(s) will provide not less than ten (10) business days' notice prior to implementation of special advertising or other new promotions likely to stimulate usage. Company reserves the right to request traffic data which dependent on the forecast may delay Service due to the addition of facilities.
- (F) If a Customer of TFS(s) is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend Service temporarily and/or deny requests for additional Service. The Company will give the Customer five (5) days' written notice by first class U.S. mail of intent to suspend or deny Service due to such non-compliance.

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SECTION 2 - RULES AND REGULATIONS

2.31 Toll Free Service (continued)

2.31.1 General (continued)

- (G) The Company reserves the right to require Customer(s) requesting TFS to supply the following information when requesting Service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. A new traffic forecast will be submitted quarterly after Service is initiated.

2.31.2 Reservation and Administration of Numbers:

- (A) At the Customer's request, the Company will request reservation, assignment, activation or change, upon receipt of a verified request, TFNs for a Customer or potential Customer. Customers may request reservation, assignment or activation on their own behalf. A Customer who resells the Company's Services must provide to any Customer or potential Customer, upon reasonable request therefore, information concerning the status of a particular Toll Free Number or numbers in which the Customer or potential Customer has an interest and, if applicable, the identity of the RespOrg(s) for the TFN(s). When a Customer decides (or learns of its specific, prospective Customer's decision) not to utilize the reserved, assigned or activated TFN, the Customer must notify the Company within forty-eight (48) hours so that the Company may release the TFN to the pool of numbers available for assignment in accordance with industry practice and standards.

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SECTION 2 - RULES AND REGULATIONS

2.31 Toll Free Service (continued)

2.31.3 Ownership and Brokering of Numbers

- (A) TFNs are incidental to the TFS(s) with which they are associated and, as such, may not be sold, transferred or otherwise conveyed independent of TFSs. The assignment of a Toll Free Number for use with Company-Provided Toll Free Service confers on the Customer no proprietary interest whatsoever in the number assigned. It will be a violation of this Tariff if the Customer seeks to acquire, or does acquire, any TFN associated with TFS provided by the Company for the primary purpose of selling, brokering, bartering or releasing for a fee (or other consideration) to another party that Toll Free Number, independent of the Company's Service with which it is associated.
- (B) In any instance in which the Company learns that a Customer or prospective Customer is attempting to sell or otherwise transfer or assign a TFN to another person, in violation of this tariff, the Company may immediately and without notice release the number from reserved status, or it may immediately upon written notice by first class U.S. mail or other means of delivery selected by the Company to the Customer, discontinue the furnishing of Service via the number, whichever course of action is appropriate.

2.31.4 Release By the Company of Customer's TFS Number(s) for Porting to Other Carriers

- (A) A Customer may request that the Company release its TFS Number(s) so that another long distance service provider may provide toll free service to a Customer. The Company will release a Customer's TFS Number(s) only upon the following occurrences:
  - .1 there are no outstanding unpaid, unresolved or disputed payments or any other payments or indebtedness due and payable to the Company by the Customer or its successors or assignees relative to any communications service(s) or Services(s) provided by the Company; and

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SECTION 2 - RULES AND REGULATIONS

2.31 Toll Free Service (continued)

2.31.4 (continued)

(A) (continued)

.2 there are no unsatisfied liens or claims for property against which payment for such communications service(s) or Service(s) have been guaranteed or otherwise collateralized.

(B) The Company reserves the right to withhold its authorization of such transfer of such Customer's TFS Number(s) until the Customer's indebtedness is resolved to the satisfaction of the terms and conditions of this Tariff and any agreement(s) between the Customer and the Company.

(C) The failure of the Customer to fulfill the terms and conditions of any agreement with the Company or the attempt to process a change of long distance service provider for the Customer's TFS Number(s) prior to the completion of a contract's terms and conditions (and/or before all payments and indebtedness have been paid or satisfied) shall cause the ownership of the TFS Number(s) to revert from the Customer to the Company, whereupon such Customer shall no longer possess the right to transfer such TFS Number(s) to any other long distance service provider and whereupon the Company shall have the right to reissue said number(s) at its sole discretion to any other party.

(D) A canceled TFS Number can be reestablished for the same Customer within four (4) months and, therefore, cannot be selected by another Customer. After four (4) months, the TFS Number is returned to the pool where it can be selected by another customer under any RespOrg.

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## SECTION 2 - RULES AND REGULATIONS

### 2.31.5 Minimum Service Period

For Customers subscribing to TFS and making a MMC, the minimum Service period is one month. For Customers subscribing to TFS and making a MAC, the minimum Service period is the length of the term plan commitment.

### 2.32 Data Services

#### 2.32.1 Service Installation

- (A) The Company will provide Service in accordance with the Customer's requested Service due date, subject to the constraints established by the Company's schedule of standard intervals for installation of Service. The Company shall make available to all Customers, upon request, a schedule of applicable standard intervals. The schedule shall specify the standard number of days required to provision a specific Service and the quantities of Service that can be provided by a requested date. The Company will not accept orders for Service with requested due dates which exceed the applicable standard interval due date by more than six (6) months.
- (B) If the Customer requests that installation be performed at hours of the day or days of the week other than normal work hours or days (8:00 am to but not including 5:00 pm Monday through Friday excluding holidays) or interrupts work once begun, additional labor charges apply.
- (C) If the Company misses a Service due date by more than thirty-five (35) days and such delay is not requested or caused by the Customer (excluding those circumstances where the date is missed due to acts of God, governmental requirements, work stoppages and civil commotions), the Customer may cancel the Service Order without incurring cancellation charges.

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SECTION 2 - RULES AND REGULATIONS

2.32 Data Services (continued)

2.32.2 Service Maintenance

The Services provided under this Tariff shall be maintained by the Company or a Company-designated representative. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any Company-Provided facilities, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

2.32.3 Billing

- (A) Billing for all monthly recurring charges will commence beginning the day of installation and Customer's acceptance of Service.
- (B) If a Customer is unable or not ready to accept Service within twenty-five (25) calendar days after the original Service due date, the Customer may cancel the Service Order and pay a Service Order Cancellation Charge. If the Customer does not cancel the Service Order or arrange for Service installation, the Company will commence billing on the 26th day beyond the original Service due date. If Service is canceled by the Customer after billing commences but before Service installation, the Customer is liable for the TLC.

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SECTION 2 - RULES AND REGULATIONS

2.32 Data Services (continued)

2.32.4 Inspection, Testing, and Adjustment

The Services provided under this Tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the Services in satisfactory operating condition. Tests and adjustment shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

2.32.5 Interconnection

Subject to the technical limitations established by the Company, Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems. Any special interface equipment or facilities necessary to achieve compatibility between the Company-Provided equipment and facilities and those of other carriers shall be provided at the Customer's expense.

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SECTION 2 - RULES AND REGULATIONS

2.32 Data Services (continued)

2.32.6 Notice of Cancellation of Service

- (A) Following the start of service date, the Customer must provide the Company thirty-five (35) days advance written notice to cancel Service. If the requested disconnect date is less than thirty-five (35) from the date the Company receives the Customer's request to cancel Service, the Company will attempt to disconnect the Service on the date requested by the Company. However if required, the Company may take up to thirty-five (35) days to complete the disconnect. If Service is disconnected prior to the 35th day following receipt of the Customer's request to cancel Service, the cancellation date of the Service, for billing purposes, will be the 35th day from the receipt of the written cancellation notice. In addition to the TLC, the Customer will be responsible for all monthly recurring charges for thirty-five (35) days from the date written notification is received by the Company from the Customer.

- 2.32.7 If the Customer cancels a Service Order prior to Service installation and Customer acceptance of Service, a Service order Cancellation Penalty may apply.

2.32.8 Technical Specifications and Quality Standards

- (A) The technical specifications and quality standards ("standards") are those of the DUC and set forth objectives. In no circumstance shall these technical standards be construed as creating any warranty on the part of the Company, with the exception of those warranties expressly set forth in this Tariff.
- (B) Repair efforts will be undertaken upon notification of trouble by network surveillance and performance systems or by notification of trouble and release of all or part of the Service by the Customer for testing.
- (C) The Company calculates network availability on Customer action requests. The Customer must notify the Company's Customer Care Department or other location designated by the Company and initiate an action to request to determine if the Service variables were met.

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SECTION 2 - RULES AND REGULATIONS

2.32 Data Services (continued)

2.32.8 Technical Specifications and Quality Standards (continued)

- (D) Notwithstanding the foregoing, at the Company's option, the Company may provide a comparable transmission alternative, e.g. satellite transmission. Such alternative transmission shall comply with the respective standards commonly used in the industry for such service.

2.32.9 Credits For Service Outages

- (A) No credits or refunds for interruptions of Service shall be made for:

- .1 interruptions caused by the negligence (including the provision of inaccurate information) or willful misconduct of the Customer, its Authorized Users or its End User; or
- .2 interruptions during any period which the Company or its agents are not afforded access to any Customer Premise where Service is originated or terminated; or
- .3 interruptions during any period when the Customer has released the Service to the Company for maintenance or rearrangement purposes, or for the implementation of a Customer's Service Order; or

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SECTION 2 - RULES AND REGULATIONS

2.32 Data Services (continued)

2.32.9 Credits For Service Outages

(A) (continued):

- .4 interruptions during periods when the Customer elects not to release the Service for testing or repair and continues to use the Service on an impaired basis; or
- .5 interruptions not reported to the Company; or
- .6 interruptions occurring prior to the start of Service; or
- .7 interruptions caused by outages or failure of Local Access provided by a Local Access Provider; or
- .8 failure of power, facilities, equipment, systems or connections not provided by the Company or a Company-designated Third Party Vendor; or
- .9 a result of scheduled maintenance or testing or troubleshooting; or
- .10 due to any cause beyond the Company's control.

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SECTION 2 - RULES AND REGULATIONS

2.32 Data Services (continued)

2.32.9 (continued)

(B) No credits or refunds for interruptions of Service shall be made for:

- .1 Credit allowances for interruption of Data Service(s) shall be made, upon Customer request. Following the start of Service date, if the Customer reports an interruption in Service to the Company's Customer Care Department or other location designated by the Company and the affected Service, the Customer shall receive credit(s) applicable to the Service directly affected. Interruptions shall be accumulated to the nearest half-hour period. Each interruption is considered separately for the purpose of establishing the credit allowance. The credit for a billing period shall not exceed the monthly rate for the rate element.
- .2 Notice of interruption should be reported by the Customer to the Company's Customer Care Department or other location designated by the Company. An interruption ends when the Service is restored. If the Customer reports the Service to be inoperative but declines to release it for testing and repair, the Service shall be deemed to be impaired, but not subject to an interruption nor corresponding credit.
- .3 If the Customer elects to use another means of transmission during the period of interruption, the Customer is solely responsible for payment of the charges and for the alternate transmission service used.
- .4 The credit provided in this Tariff is the Customer's sole and exclusive remedy for any interruption in Service.

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SECTION 2 - RULES AND REGULATIONS

2.32 Data Services (continued)

2.32.10 Company-Provided Equipment

The Company or Third Party Vendor may substitute, change or rearrange any equipment or facility at any time but shall endeavor to maintain the technical parameters of the Service provided the Customer. In the event that technical parameters change as a result of the Company's actions, the Company will provide the Customer with twenty-five (25) days notice prior to such change.

2.32.11 Off-Net Service

Company, when acting at the Customer's request and/or as Customer's authorized agent, shall make reasonable efforts to arrange for special Service requirements such as the provision of Off-Net Service. Due to the specialized nature of such an arrangement, such arrangement shall be provided on an ICB.

2.32.12 Termination of Service

If Customer terminates a term plan prior to the scheduled expiration of the initial SCP or any renewal SCP for any reason, which termination may only be made by giving the Company thirty (30) days prior written notice of termination, or if the Company terminates this term plan due to Customer's failure to pay for Data Services as billed with forty-five (45) days of the invoice date or other breach of this Agreement or non-compliance with this Tariff, Customer shall be obligated to pay to the Company as liquidated damages and not as a penalty, within ten (10) days of the Company's written invoice therefor, and amount calculated as follows, based on the applicable Data Service (the "Termination Liability"):

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SECTION 2 - RULES AND REGULATIONS

2.32 Data Services (continued)

2.32.12 Termination of Service (continued)

(A) Private Line Services

The Termination Liability for Private Line Services will be calculated as follows:

- a) Fifty percent (50%) of the then-current monthly recurring charges for each circuit terminated multiplied by the number of months between termination and the scheduled expiration of the initial SCP or the then-current renewal term (as applicable), plus
- b) One hundred percent (100%) of any and all installation charges, if the charges were initially waived by the Company and termination of the term plan is effective during the initial SCP.

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SECTION 2 - RULES AND REGULATIONS

2.32 Data Services (continued)

2.32.12 Termination of Service

- (B) In the event that Customer terminates this term plan prior to the scheduled expiration of the initial SCP or any then-current renewal term by provided the Company with prior written notice as set forth above, then Customer will not be required to pay the Company any Termination Liability if Customer enters into another term agreement with the Company for Data Services, provided that all of the following conditions are met: (1) the monthly recurring charges to be incurred by Customer in a given month for all Data Services being purchased from the Company under the new term agreement equal or exceed the monthly recurring charges incurred by Customer as of the date of Customer's termination of this Agreement; (2) the new term agreement is for a term no less than the remaining months of the initial SCP or then-current renewal term of this term plan or one (1) year, whichever is greater; (3) the new term agreement is received by the Company at the same time that the Company receives from Customer the written notice of termination of this term plan; and (4) Customer includes, along with the written notice of termination of this term plan, payment from Customer to the Company of an amount equal to a pro-rata portion of any installation charges waived by the Company at the beginning of the SCP of this agreement, which pro-rata amount shall be calculated by dividing the waived installation charges by the total number of months in this term plan, including the initial SCP whether expired or then-current, and multiplying that result by the number of months remaining in the initial SCP or then-current renewal term.

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## SECTION 2 - RULES AND REGULATIONS

### 2.33 Obligations of a Reseller

- 2.33.1 The terms and conditions of this Tariff, including but not limited to the obligations contained in Section 2.5 and in Sections 2.33.2 through 2.33.7 hereof, apply to Customers that are Resellers. Failure to comply with any term, rule, or regulation of this Tariff may result in the Company immediately and irrevocably terminating Service(s) without incurring any liability. Notification of termination of Service(s) may be in writing or in another expeditious manner selected by the Company.
- 2.33.2 In the event of non-payment by a Reseller's subscriber, the Company may be requested by the Reseller to block such subscriber's calling card number and PIN because of non-payment of charges. Before the Company blocks Service to a Reseller's subscriber, the Reseller must certify that proper notice has been given to the subscriber. Proper notice must meet state and federal rules for Blocking Service due to non-payment. The Reseller is responsible for all costs incurred to disconnect or block the location from Service(s).
- 2.33.3 Resellers will be responsible for paying all taxes, surcharges, and fees based upon the taxing jurisdiction's rules and regulations.
- 2.33.4 In addition to the other provisions in this Tariff, Resellers will be responsible for all interaction and interface with their own subscribers or customers. The provision of Service will not create a partnership or joint venture between the Company and the Reseller nor result in a joint offering to third parties.

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## SECTION 2 - RULES AND REGULATIONS

### 2.33 Obligations of a Reseller (continued)

2.33.5 If the Customer resells Services, the Reseller is responsible for providing all billing, collection, and customer service functions for all of its locations, including resolving any unauthorized presubscription disputes.

2.33.6 In addition to the other provisions in this Tariff, Resellers must have the appropriate authority in all areas where the Reseller provides service and provide such documentation to the Company when requested. Resellers of the Company's Services are responsible for maintaining all necessary state and F.C.C. tariffs for operating as a Reseller and for complying with all rules and regulations as set forth by the Commission. Further, the Reseller also assumes full responsibility for complying with the Communications Act of 1934, as amended; the Telecommunications Act of 1996; and the rules, regulations, and decisions of the F.C.C.

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SECTION 2 - RULES AND REGULATIONS

2.33 Obligations of a Reseller (continued)

2.33.7 If a Reseller switches a subscriber's long distance provider without obtaining permission from the subscriber, the Company may charge the Reseller for the unauthorized presubscription change charges plus all additional charges imposed and costs incurred. The Reseller is financially liable for all lines at all locations until such time as the lines and/or locations are presubscribed to a different long distance service provider. In instances where the Reseller has presubscribed lines and/or location to its Service without proper authorization, the Reseller must:

- (A) Inform the subscriber of the unauthorized change in long distance service providers; and
- (B) Insure that the subscriber's service is returned to the long distance service provider of choice; and
- (C) Pay all applicable charges.

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## SECTION 3 - DESCRIPTION OF SERVICES

### 3.1 Service Offerings

3.1.1 All Services are interstate Services with the Customer having the option of using the Service to place intrastate calls. The intrastate Services are available only if the Customer subscribes to the companion interstate Service. The Company determines the DUC for all Services.

3.1.2 Toll Free Services permit calls to be completed to the Customer's location without charge to the calling party. Access to the Service is gained by dialing a ten digit telephone number (8XX) NXX-XXXX or other TFN which terminates at the subscriber's location. Calls are originated from any point in the state on any type of access.

### 3.2 Long Distance

Long Distance is an inbound and outbound customized business telecommunication Service designed to provide a unified Service for single or multi-location Business Customers. This Service offers the Business Customer various combinations of direct dial long distance, TFS, calling card, and directory assistance Services. The Company determines the DUC. This Service is limited to those Business Customers who subscribe to the companion interstate Service. Except for the intrastate usage rates set forth in Section 4 herein, this Service is subject to the rates, terms, and conditions for interstate Service including any minimum revenue and term plan requirements. All calls are billed in six (6) second increments subject to a minimum connect time of eighteen (18) seconds, and all calls are rounded up to the next highest six (6) second increment. For example, a twelve (12) second Call would be billed as eighteen (18) seconds while a twenty (20) second Call would be billed as twenty-four (24) seconds.

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### SECTION 3 - DESCRIPTION OF SERVICES

#### 3.3 Dedicated Plus Services

Dedicated Plus Services are inbound and outbound customized telecommunications Service designed to provide a unified Service for single or multi-location companies utilizing dedicated access between the Customer's premise and the DUC's network. Calling card and directory assistance as well as other switched Services are available to subscribers of this Service through NetValue Services with direct billing from the Company. The Company determines the DUC. This Service is limited to those Customers who subscribe to the companion interstate Service. Except for the intrastate usage rates set forth in Section 4 herein, this Service is subject to the rates, terms, and conditions for the companion interstate Service. All calls are billed in six (6) second increments subject to a minimum connect time of eighteen (18) seconds, and all calls are rounded up to the next highest six (6) second increment. For example, a twelve (12) second call would be billed as eighteen (18) seconds while a twenty (20) second call would be billed as twenty-four (24) seconds.

#### 3.4 Business Services

Business Services are inbound and outbound customized telecommunications Services designed to provide a unified Service for single or multi-location companies. These Services offer the Customer various combinations of direct dial long distance, 800 Service, and calling card Service with direct billing from the Company. The Company determines the DUC. These Services are limited to those Customers who subscribe to the companion interstate Service. Except for the intrastate usage rates set forth in Section 4 herein, these Services are subject to the rates, terms, and conditions for the companion interstate Service including minimum revenue and term plan requirements. All calls are billed in six (6) second increments subject to a minimum connect time of eighteen (18) seconds, and all calls are rounded up to the next highest six (6) second increment. For example, a twelve (12) second Call would be billed as eighteen (18) seconds while a twenty (20) second Call would be billed as twenty-four (24) seconds.

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SECTION 3 - DESCRIPTION OF SERVICES

3.5 Operator Toll Assistance

3.5.1 Description of Service

Operator Toll Assistance is any variety of telephone Services which require the assistance of a long distance operator. Examples include collect calls and person-to-person calls. Operator Toll Assistance is evoked when a Customer dials 00 or 0+ the called number.

3.5.2 Availability

Operator Toll Assistance is available to Customers that subscribe to any Service utilizing Switched Access.

Customers subscribing to any of the Company's Plan A outbound Services utilizing Switched Access to reach the POP of the DUC can reach the operator of the DUC by dialing 0+ the called number or by dialing 00. The DUC provides the operator Services, brands the call, and direct bills all operator Services calls under their name not the Company's name.

If a Customer subscribing to any of the Company's Services that utilize Dedicated Access dials 0, 00 or 0+ the called number, the call will be blocked. To reach the operator of the DUC, the Customer must program their PBX to route the 00 and 0+ calls over their Switched Access lines.

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SECTION 3 - DESCRIPTION OF SERVICES

3.6 Directory Assistance

3.6.1 Description of Service

Intrastate Directory Assistance involves the supplying of assistance in determining or attempting to determine the telephone number of a party.

3.6.2 Availability of Service

Directory Assistance is available to any Customer that has access to the directory assistance bureau of the DUC. If a Customer with Switched Access calls directory assistance for a call within their area code, the call is handled by the LEC. If a Customer with Switched Access calls directory assistance for a call within the state but outside of their area code, the call is routed to the DUC for handling. Customers with Dedicated Access must program their PBX to route directory assistance calls over their Switched Access lines.

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SECTION 3 - DESCRIPTION OF SERVICES

3.7 Calling Card Service

Calling Card Service allows the Customer or end user to bill a call to their primary Service location when the caller is away from their established Service location. Customers access the network from anywhere in the state by dialing a universal "800" number plus a calling card code and the called telephone number.

3.8 Ultimate Affinity Calling Card

The Ultimate Affinity Calling Card allows the Customer or end-user to bill the charges for a call to a new or existing credit card of the Customer approved by the Company when the caller is away from their established Service location. Customers access the network from anywhere in the state by dialing a universal "800" number plus a calling card code and the called telephone number. This Service is limited to those Customers who subscribe to the companion interstate Service. Except for the intrastate usage rates set forth in Section 4 herein, these Services are subject to the rates, terms, and conditions for interstate Service. Calls are billed in initial and additional one minute increments, with a minimum duration of one minute. Any fractional portion of a call is rounded up to the next highest billing increment. For example, a twelve (12) second call would be billed as one (1) minute, while a ninety (90) second call would be billed as two (2) minutes. There are three options. Option 1 has a rate and a card fee per call. Option 2 has a usage rate and an interstate minimum monthly usage charge for the companion interstate Service. Option 3 is only available to Customers who subscribed to this Service before August 1, 1996.

3.9 Prepaid Calling Card Services

Prepaid Calling Cards allow Customers to originate outbound dial 1 calls via Company-provided TFNs. The Company offers retail and promotional Prepaid Calling Cards. Intrastate Service is only available as an adjunct to interstate/international Service.

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### SECTION 3 - DESCRIPTION OF SERVICES

Retail Prepaid Calling Cards are available to end-users through purchase from either the Company or agents of the Company. Promotional Prepaid Calling Cards are available to Customers who intend to give the prepaid calling cards away to the end-users as either a premium or promotional item. Prepaid Calling Cards may be obtained in various unit denominations with a per unit value.

All calls are billed in 1 minute (unit) increments and rounded to the next highest minute (unit). One unit equals one minute or fraction thereof. The rates charged to a Customer are those specified and in effect at the time the Prepaid Calling Card is sold to the Customer.

Calls to 700, 800, 888, 900, and 950 numbers and Directory Assistance are not permitted with this Service. Calls may only be charged against the Prepaid Calling Card if there is a sufficient balance available to cover the cost of the call. Card balances will be depleted and reduced based upon Customer usage. Customers will be given notice at the beginning of the call regarding the remaining balance on the card and a warning one minute before the available card balance is depleted. When the balance of available time is depleted the call will be terminated. Cards are nonrefundable and will expire on the date specified on the card or the carrier or package in which the card is included. Cards that have expired will be deactivated. Any remaining units that have been deactivated may be reactivated by calling Customer Service within 30 days to reclaim the credit. Upon request, a statement of account can be provided for each month up to 90 days from the date of the request.

Prepaid Calling Cards may be renewable, in that the Company may establish relationships with commercial credit cards which permit a Customer holding both a Prepaid Calling Card number and the commercial credit card may add additional units to his Prepaid Calling Card and charge the fee for such units to his commercial credit card. In such event, the Company may choose to permit creditworthy commercial credit card holders to charge for such units at the time calls are made rather than in advance. The ability to charge for calls at the time made will be subject to reasonable limits establish from time to time by the Company to reduce the likelihood of fraud.

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### SECTION 3 - DESCRIPTION OF SERVICES

#### 3.10 Long Distance

Long Distance is a customized switched telecommunications Service designed to provide a unified Service for single or multi-location companies. This Service offers the Customer direct dial long distance, 800 Service, and calling card Service at postalized rates with direct billing by the Company. The Company determines the DUC. This Service is limited to those Customers who subscribe to the companion interstate Service. Except for the intrastate usage rates set forth in Section 4 herein, this Service is subject to the rates, terms, and conditions, for the companion interstate Service. All calls are billed in one (1) minute increments subject to a minimum connect time of one (1) minute, and all calls are rounded up to the next highest minute. For example, a twelve (12) second call would be billed as one (1) minute while a ninety (90) second call would be billed as two (2) minutes. This Service is no longer available to new subscribers as of March 31, 1997.

#### 3.11 NetValue Services

NetValue Services are inbound and outbound customized telecommunications Service designed to provide a unified Service for single or multi-location companies. This Service offers the Customer direct dial long distance, 800 Service, and calling card Service with direct billing from the Company. The Company determines the DUC. This Service is limited to those Customers who subscribe to the companion interstate Service. Except for the intrastate usage rates set forth in Section 4 herein, this Service is subject to the rates, terms, and conditions, for the companion interstate Service. All calls are billed in six (6) second increments subject to a minimum connect time of eighteen (18) seconds, and all calls are rounded up to the next highest six (6) second increment. For example, a twelve (12) second call would be billed as eighteen (18) seconds while a twenty (20) second call would be billed as twenty-four (24) seconds.

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### SECTION 3 - DESCRIPTION OF SERVICES

#### 3.12 Residential Services

Residential Services is a long distance Service offered to Residential Customers and includes direct dial long distance, TFS, calling card, and directory assistance. This Service is limited to those Customers who subscribe to the companion interstate Service. Except for the intrastate usage rates set forth in Section 4 herein, these Services are subject to the rates, terms, and conditions for interstate Service. Calls are billed in initial and additional one minute increments. Option 1 is available only to Customers who subscribe to this Service via the Internet. Payment via a Company approved Credit Card is required. Call detail is provided to the Customer monthly. Option 2 is available to all Residential Customers who bill a minimum of \$10.00 in long distance usage each month excluding monthly recurring charges. If a Customer bills less than the minimum in any month, a monthly fee will be charged as set forth in Section 4. Payment via a Company approved credit card is required. The Customer has the option of receiving a paper or an electronic bill.

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SECTION 3 - DESCRIPTION OF SERVICES

3.13 Private Line 1.5

3.13.1 General

Private Line 1.5 Service is a dedicated high speed digital transmission Service at speeds of 1.544 Mbps. Private Line 1.5 Service offers the business Customer a variety of terms for length of commitment with monthly Service subject to a minimum commitment period of 90 days. The minimum Service period is dependent upon the length of Service commitment selected by the Customer. The minimum Service term is ninety (90) days for the month-to-month Service commitment. In the event of early termination of Service, the Customer will be obligated as follows:

3.13.2 Termination of Term Plan

Under the base intercity pricing plan the Customer shall pay a lump sum equal to 100 percent of the current monthly charges for the unexpired portion of a Service commitment's first year plus fifty (50) percent of the same monthly rate for the remainder of the term. A Customer will not be penalized for discontinuing a Private Line 1.5 Service commitment if:

- (A) A revision in Private Line 1.5 Service pricing provision results in higher plan rates for the plan to which the Customer has committed and to which the Customer has not given written consent.

SECTION 3 - DESCRIPTION OF SERVICES

3.13 Private Line 1.5 (continued)

3.13.2 Termination of Term Plan (continued)

- (B) The Customer selects and commits to a new plan having a longer term. The Customer enters into a new Service commitment plan with a longer term than the existing plan for the same circuit. The pricing change will be effective at the start of the next billing cycle following the completion of the processing of the request.

3.13.3 T-1 Access Charges

Access facilities from the subscriber's premises to the Company-Provided POP are required at both ends of the Private Line 1.5 Service. Access can be either by leased local exchange company T-1 access lines or by other access arrangement. If the Company obtains the T-1 access lines for the Customer from the LEC, the subscriber's monthly recurring charge for the access portion of the Service will be the LEC's charge for providing the access lines. The Special Access Surcharge is applied in accordance with LECs' Intrastate Access Tariffs. The Company will cease billing the special access surcharge upon receipt of the exemption certification. Any special construction or non-standard charges assessed by the LEC supplying the T-1 access will also be the responsibility of the Customer. Requests for local access methods provided in lieu of LEC facilities other than co-location will be considered on an individual case basis.

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SECTION 4 - RATES AND CHARGES

4.1 Long Distance

4.1.1 Option 1

	<u>Service</u>	<u>Rate Per Minute</u>	
		<u>Switched Access</u>	<u>Dedicated Access</u>
(A)	Outbound 1+	\$0.1240	\$0.0720
(B)	Toll Free Service	\$0.1240	\$0.0720
(C)	Calling Card	\$0.1500	
(D)	Calling Card Fee Per Call	\$0.25	

4.1.2 Option 2

	<u>Service</u>	<u>Rate Per Minute</u>
		<u>Switched Access</u>
(A)	Outbound 1+	\$0.1240
(B)	Toll Free Service	\$0.1240
(C)	Calling Card	\$0.1500
(D)	Calling Card Fee Per Call	\$0.25

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SECTION 4 - RATES AND CHARGES

4.2 Dedicated Plus Services

4.2.1 Basic Service

<u>Service</u>	<u>Rate Per Minute</u>
Outbound 1+	\$0.1820
800/888	\$0.1160

4.2.2 Option A

<u>Service</u>	<u>Rate Per Minute</u>
Outbound 1+	\$0.1190
800/888	\$0.1200

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SECTION 4 - RATES AND CHARGES

4.3 Business Services

		Rate Per Minute		
		<u>Outbound 1+</u>	<u>800/888</u>	<u>Calling Card</u>
4.3.1	Switched Access Service	\$.1450	\$.1450	\$.1450
4.3.2	Option B			
	Switched Service	\$.0860	\$.0860	\$.1500
	Dedicated Service	\$.0500	\$.0500	\$.1500
	Option C			
	Plan 1	\$.1090	N/A	N/A
	Plan 2	\$.0990	N/A	N/A
4.3.3	Plus Option 1 & 2			
	Switched Service	\$.1210	\$.1210	\$.1500
	Dedicated Service	\$.0790	\$.0790	\$.1500
	Directory Assistance	<u>Charge Per Call</u>	\$0.85	
4.3.4	Option I			
	Switched Service	\$.0990	\$.0990	\$.1500
	Dedicated Service	\$.0590	\$.0590	\$.1500
4.3.5	Option 2			
	Switched Service	\$.1090	\$.1090	\$.1500
	Dedicated Service	\$.0640	\$.0640	\$.1500
4.3.6	Calling Card Fee	<u>Fee Per Call</u>	\$0.25	

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SECTION 4 - RATES AND CHARGES

4.4 Operator Toll Assistance

4.4.1 Rate Elements

Operator Toll Assistance is billed on a per minute basis plus a surcharge. Per minute charges are based on the distance and duration of the call and the rate period (Day, Evening, or Night/Weekend) when the call is placed.

4.4.2 Rate Schedule

Rate Mileage	Initial Period 1 Minute			Additional Period 1 Minute		
	Day	Evening	Night	Day	Evening	Night
0- 10	\$.2000	\$.1500	\$.1200	\$.2000	\$.1500	\$.1200
11- 22	\$.2200	\$.1700	\$.1300	\$.2200	\$.1700	\$.1300
23- 55	\$.2500	\$.1900	\$.1400	\$.2500	\$.1900	\$.1400
56-124	\$.2700	\$.1900	\$.1500	\$.2700	\$.1900	\$.1500
125-292	\$.2800	\$.1900	\$.1600	\$.2800	\$.1900	\$.1600
293-430	\$.2800	\$.2000	\$.1600	\$.2800	\$.2000	\$.1600
430+	\$.2800	\$.2100	\$.1600	\$.2800	\$.2100	\$.1600

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SECTION 4 - RATES AND CHARGES

4.4 Operator Toll Assistance (continued)

4.4.3 Surcharges

The surcharge for a station-to-station (paid, collect, or third party billing) call is \$1.75. The surcharge for a person-to-person (paid, collect, or third party billing) call is \$3.25. In addition to the surcharge above, an additional surcharge of \$.75 applies to each 00 call. The surcharge for 00 calls will be waived for operator assistance provided to a caller who identifies him or herself as being handicapped and unable to dial the call because of the handicap, or on calls where the Customer cannot otherwise dial the call due to defective equipment or trouble on the network.

4.4.4 Connect to LEC Directory Assistance

If the long distance operator connects the Customer to the LEC directory assistance operator, the charge is \$1.00 per call.

SECTION 4 - RATES AND CHARGES

4.4 Operator Toll Assistance (continued)

4.4.5 Application of Surcharges

<u>TYPE OF CALL</u>	<u>OPERATOR SERVICE</u>	<u>OPERATOR CHARGE</u>
<u>DIALED SURCHARGE</u>		
Dial Station (Customer dialed 1+)	No	No
Operator Station-to-Station		
Collect, billed to 3rd number, or sent paid (Customer dialed 0+)	Yes	No
(Customer dialed 00-)	Yes	Yes
Operator Person-to-Person		
Collect, billed to 3rd number, or sent paid (Customer dialed 0+)	Yes	No
(Customer dialed 00-)	Yes	Yes
Real Time Rated		
Time and charges (Customer dialed 0+)	Yes	No
(Customer dialed 00-)	Yes	Yes

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SECTION 4 - RATES AND CHARGES

4.5 Directory Assistance Service

4.5.1 Application of Charges

- (A) The Directory Assistance charge applies to calls made using the services of the Underlying Carrier.
- (B) The Directory Assistance charge applies whether or not the directory assistance bureau furnished the requested telephone number(s) (e.g., where the requested telephone number is unlisted, non-published or no record can be found).

4.5.2 Rates

The rate is \$.85 per call. If the directory assistance operator completes a long distance call, there is a \$1.00 directory assistance call completion charge in addition to the charge for the call.

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## SECTION 4 - RATES AND CHARGES

### 4.6 Exemptions and Special Rates

#### 4.6.1 Discounts for Hearing Impaired Customers

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll charges placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to a 5% discount on dialed calls using services which have no Time of Day pricing element. Those dialed calls using a service which has a Time of Day pricing element will receive a credit on a subsequent bill equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period. Discounts do not apply to surcharges or per call add on charges for operator service when the call is placed by a method that would normally incur the surcharge.

#### 4.6.2 Operator Assistance for Handicapped Persons

Operator station surcharges will be waived for operator assistance provided to a caller who identifies him or herself as being handicapped and unable to dial the call because of handicap.

#### 4.6.3 Directory Assistance for Handicapped Person

There is no charge for Directory Assistance for calls from handicapped persons. Such persons must contact the Company for credit on their directory assistance calls.

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SECTION 4 - RATES AND CHARGES

4.7 Long Distance

4.7.1 Rates

Rate Per Minute

\$0.1990

4.8 NetValue Services

4.8.1 NetValue

Service	Rate Per Minute	
	Peak	Off-Peak
Outbound Switched	\$0.2350	\$0.2060
800 Switched	\$0.2440	\$0.2440
Calling Card	\$0.2350	\$0.2060
Card Fee Per Call	\$0.25	

4.8.2 NetValue One

Service	Rate Per Minute	
	Peak	Off-Peak
Outbound Switched	\$0.2350	\$0.2060
800 Switched	\$0.2440	\$0.2440
Calling Card	\$0.2350	\$0.2060
Card Fee Per Call	\$0.25	

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SECTION 4 - RATES AND CHARGES

4.9 Prepaid Calling Card

4.9.1 Maximum Rates and Charges

	Initial Period Rate Per Minute or Unit	Additional Period Rate Per Minute or Unit	Per Call Fee
Promotional	\$0.50	\$0.50	N /A
Retail	\$1.00	\$1.00	\$1.00
Wholesale	\$1.00	\$1.00	\$1.00

4.10 Ultimate Affinity Calling Card

4.10.1 Option 1 Rates

Per Minute Rate	\$0.25
Card Fee Per Call	\$0.25

4.10.2 Option 2 & 3 Rates

Per Minute Rate	\$0.25
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SECTION 4 - RATES AND CHARGES

4.11 Residential Services

4.11.1 Option 1

	Rate Per Minute	
	<u>Peak</u>	<u>Off-Peak</u>
Outbound Switched	\$0.1240	\$0.1240
TFS	\$0.1244	\$0.1240
Calling Card	\$0.1500	\$0.1500
Calling Card, Fee per Call		\$0.25

4.11.2 Option 2

	Rate Per Minute	
	<u>Peak</u>	<u>Off-Peak</u>
Outbound Switched	\$0.1050	\$0.1050
TFS	\$0.1050	\$0.1050
Calling Card	\$0.15	\$0.15
Minimum Monthly Usage		\$10.00
Monthly Fee		\$2.95
Calling Card, Fee per Call		\$0.25

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## SECTION 4 - RATES AND CHARGES

### 4.12 Miscellaneous Charges

#### 4.12.1 Payphone Surcharge

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dial-around calls, i.e., calls originating using a carrier's access code, a Customer's 800 and other toll-free numbers, calling card calls, and prepaid card calls, from payphone instruments. This surcharge does not apply for 0+ calls for which the payphone provider would otherwise receive compensation. The Customer shall pay the Company a per call surcharge of \$0.50 for all such prepaid calling cards, \$0.30 for all such Ultimate Affinity Card calls, and \$0.284 for calls made via all other Services. Effective September 27, 2004 the payphone surcharge for all services is \$0.60.

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SECTION 4 - RATES AND CHARGES

4.13 Private Line 1.5

4.13.1 Monthly Recurring Charges

<u>Service Term Commitment</u>	<u>Monthly Rate Fixed Charge Per Circuit</u>	<u>Monthly Rate Per Mile Charge or Fraction Thereof</u>
Monthly	\$810.00	\$6.30
1 Year	\$672.00	\$5.20
2 Year	\$656.00	\$5.10
3 Year	\$632.00	\$4.90
4 Year	\$599.00	\$4.70
5 Year	\$559.00	\$4.30

4.13.2 T-1 Access Charges

	<u>Monthly Recurring Charge</u>	<u>One Time Charge</u>
Local T-1 Access	Local Exchange Carrier Cost	\$1,165.00
Co-located T-1 Access Fee (Minimum 15 active circuits required)	\$300.00	\$300.00
Central Office Connection per end	\$150.00	\$327.00
Local Access Coordination per end	\$ 65.00	\$207.00
Special Access Surcharge	\$600.00	N/A

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## SECTION 5 - PROMOTIONS

### 5.1 Special Promotions

The company will, from time to time, offer special promotions to its customers waiving certain charges. These promotions will be approved by the Commission with specific starting and ending dates.

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