

EXHIBIT E

Proposed Tariff

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF MISSOURI

IMPACT TELECOM, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for wholesale, Carrier-to-Carrier, interexchange telecommunication services within the state of Missouri by Impact Telecom, Inc. ("Impact"). This tariff is on file with the Missouri Public Service Commission. Copies may be inspected, during normal business hours, at the following locations:

Impact Telecom, Inc.
9250 E. Costilla
Ave. Suite 400
Greenwood Village,
Colorado 80112
(303) 779-5700

or

Missouri Public Service Commission
200 Madison Street, Suite 650
Jefferson City, MO 65101-3254

Issued:

9250 E. Costilla Ave., Ste. 400
Greenwood Village, CO 80112

Effective:

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

LIST OF WAIVED STATUTES AND REGULATIONS

Impact Telecom, Inc. is classified as a competitive telecommunications company in the State of Missouri for which the following statutory and regulatory requirements are waived:

STATUTES

| | |
|-----------|---|
| 392.210.2 | - Uniform System of Accounts |
| 392.240.1 | - Rates-Rentals-Service & Connections |
| 392.270 | - Valuation of Property (Ratemaking) |
| 392.280 | - Depreciation Accounts |
| 392.290 | - Issuance of Securities |
| 392.300 | - Transfer of Assets and Acquisition of Stock |
| 392.310 | - Issuance of Securities |
| 392.320 | - Stock Dividend Payment |
| 392.330 | - Issuance of Securities, Debts and Notes |
| 392.340 | - Reorganizations |

COMMISSION RULES

| | |
|--------------------------------------|--|
| 4 CSR 240-3.550(4) | Held Orders |
| 4 CSR 240-3.550(5)(A) | Quality of Service Reports |
| 4 CSR 240-10.020 | Depreciation Fund Income |
| 4 CSR 240-30.040 | Uniform System of Accounts |
| 4 CSR 240-32.060 | Engineering and Maintenance |
| 4 CSR 240-32.070 | Quality of Service |
| 4 CSR 240-32.080 | Service Objectives and Surveillance Levels |
| 4 CSR 240-33.040(1 - 3) and (5 - 10) | Billing and Payment Standards |
| 4 CSR 240-33.045 | Appearance of Charges on Bills |
| 4 CSR 240-33.080 | Company name and number on bills |
| 4 CSR 240-33.130 | Operator Service Requirements |
| 4 CSR-240.3.550(5)(C) | Records and Reports |

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

**TABLE OF
CONTENTS**

| | Title |
|---|-------|
| COVER PAGE | |
| LIST OF WAIVED STATUTES AND REGULATIONS | 1 |
| TABLE OF CONTENTS | 2 |
| EXPLANATION OF SYMBOLS | 3 |
| TARIFF FORMAT | 4 |
| CHECK SHEET | 5 |
| SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS | 6 |
| SECTION 2 – APPLICATION AND SCOPE OF TARIFF | 8 |
| SECTION 3 – RULES AND REGULATIONS | 9 |
| SECTION 4 – DESCRIPTION OF SERVICE | 33 |
| SECTION 5 – INTRALATA TOLL USEAGE & MILEAGE CHARGES | 34 |
| SECTION 6 – RATES AND FEES | 37 |

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

EXPLANATION OF SYMBOLS

The following symbols are used for the purposes indicated below:

- (C) - To signify changed listing, rule, or condition that may affect rates or charges.
- (D) - To signify discontinued material, including listing, rate, rule, or condition.
- (I) - To signify an increase.
- (M) - To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) - To signify new material including listing, rate, rule or condition.
- (R) - To signify a reduction.
- (S) - To signify reissued material.
- (T) - To signify change in wording of text but not change in rate, rule, or condition.

Issued:

9250 E. Costilla Ave., Ste. 400
Greenwood Village, CO 80112

Effective:

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

TARIFF FORMAT

- A. **Page Numbering** – Page numbers appear in the upper right corner of the page. Pages are numbered sequentially; however, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. **Page Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. **Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A
 - 2.1.1.A..
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I(i)
 - 2.1.1.A.1.(a).I(i).(1)
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

CHECK SHEET

Pages 1 through 41 inclusive of this tariff are effective as of the date shown at the bottom of each respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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

* Indicates new page revision with this issue

Issued:

9250 E. Costilla Ave., Ste. 400
Greenwood Village, CO 80112

Effective:

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

**SECTION 1 - TECHNICAL TERMS AND
ABBREVIATIONS**

Access Line - An arrangement which connects the customer's location to a Company switching center or point of presence.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Company to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Company and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service.

Call - A completed connection established between a calling station and one or more called stations.

Carrier-to-Carrier means a wholesale provider where the Company is a communications Carrier and the Customer is a communications Carrier.

Company— Impact Telecom, Inc., unless otherwise clearly indicated by the context.

Commission – Refers to the Missouri Public Service Commission.

Complaint means any oral or written report given to a carrier by a customer of a carrier's service and/or the Commission's Consumer Services Division relating to dissatisfaction with the provision of or the rate(s) charged for the carrier's service(s). Each complaint will count as a separate report regardless of whether subsequent reports relate to the same situation giving rise to the dissatisfaction with the provision of or the rate(s) charged for the carrier's regulated services.

Customer - The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company's tariff.

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

Delinquent means a payment for a billing for services provided, which is not in dispute, where payment is not received on or before the due date as posted on the bill.

End-User means the customer to whom a telephone number is assigned.

Individual Case Basis (ICB) - A service arrangement for private line or private circuit services the Company will make available to Customers in a non-discriminatory manner. Rates for interexchange dedicated access, private line or circuit, non-switched services will be determined on an Individual Customer Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the service and will be made available to Commission Staff upon request on a proprietary basis. ICB rates will not be used for switched services.

LATA - Local Access Transport Area; the area within which the Company provides long distance ("intraLATA") service. Calls to numbers outside the area ("interLATA") service are considered long distance.

Service - Any means of service offered herein or any combination thereof.

Underlying Carrier means the telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 – APPLICATION AND SCOPE OF TARIFF

2.1 Application of Tariff

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications resale services provided by the Company to Customers within the state of Missouri.

2.2 Scope

Company's services are provided subject to the availability of facilities and subject to the terms and conditions of this tariff. All services within the jurisdiction of the Commission provided by Company between and among points in Missouri are governed by this tariff.

2.3 Interconnection with Other Carriers

Service provided by Company may be connected with services or facilities of other carriers or may be provided over facilities provided by carriers other than Company. However, service provided by Company is not a part of a joint undertaking with any other carrier providing telecommunications channels, facilities, or services.

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - RULES AND REGULATIONS**3.1 Undertaking of the Company****3.1.1 General**

Pursuant to this tariff, Company undertakes to provide within the service area in which Company has been approved for certification the regulated intrastate, intraLATA, interexchange services, and the services described in Section 4.0.

3.1.2 Limitations

- A. Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this tariff in compliance with limitations set forth in the Commission's rules.
- B. Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by Company, when necessary because of lack of facilities, or due to some other cause beyond Company's control on a non-discriminatory basis.
- C. The furnishing of service under the tariffs of Company is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
- D. Company reserves the right to discontinue service when the customer is using the service in violation of the provisions of this tariff, signed contract, or the law, with notice as required by the rules of the Commission.

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - RULES AND REGULATIONS (CONT'D)**3.2 Use and Limitations of Service**

- 3.2.1 Services provided under this tariff may be used for any lawful purpose for which the service is technically suited consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of the services.
- 3.2.2 The use of Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 3.2.3 The use of Company's service without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 3.2.4 Company does not transmit messages, but the services may be used for that purpose.
- 3.2.5 Customers shall not use the service provided under this Tariff for any unlawful purpose.
- 3.2.6 The Customer is responsible for notifying the Company immediately of any unauthorized use of service.
- 3.2.7 All facilities under this Tariff are directly controlled by the Company and the Customer may not transfer or assign the use of the service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 3.2.8 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transfer.

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - RULES AND REGULATIONS (CONT'D)

3.2 Use and Limitations of Service (Cont'd)

3.2.9 No Customer shall use any service mark or trademark of Company or refer to Company in connection with any product, equipment promotion, or publication of the Customer without the prior written consent of Company.

3.3 Limitations on Liability

3.3.1 The liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set for in this Tariff.

3.3.2 Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, regardless of the form of action whether in contract, tort, negligence of any kind whether active or passive, strict liability, or otherwise.

3.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

3.3.4 When service is interrupted for at least twenty-four (24) hours due to such factors as storms, fires, floods or other conditions beyond the control of the Company, an allowance of 1/30 of the Tariff monthly rate shall apply for each full twenty-four (24) hour period during which the interruption continues after notice by the Customer to the Company.

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 –RULES AND REGULATIONS (CONT'D)

3.3 Limitations on Liability (Cont'd)

3.3.5 The Company shall not be liable for any claims for loss or damages involving:

- A. Any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment for use in conjunction with services provided by the Company; or (3) common carriers.
- B. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided services; or by means of the combination of Company-provided services with Customer-provided equipment or services;
- C. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises;
- D. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- E. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- F. Any non-completion of calls due to network busy conditions;
- G. Any calls not actually attempted to be completed during any period that service is unavailable.

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 –RULES AND REGULATIONS (CONT'D)**3.3 Limitations on Liability (Cont'd)**

- 3.3.6 The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or service provided by the Company.
- 3.3.7 The Company assumes no responsibility for the availability or performance of any related service under the control of other entities, or for other facilities provided by other entities used for service to the Customer. Such services are provided subject to such degree of protection or non-pre-emption as may be provided by the other entities.
- 3.3.8 Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 3.3.9 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express or implied, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 –RULES AND REGULATIONS (CONT'D)

3.4 Equipment

3.4.1 Inspection, Testing, and Adjustment

Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this tariff are being complied with in the installation, operation, or maintenance of the Customer's equipment. Company may interrupt the service at any time, without penalty to itself, unless interruption exceeds twenty-four (24) hours.

3.4.2 Interference and Hazard

The operating characteristics of Customer premises equipment or communications systems connected to Company's services must not interfere with, or impair, any of the services offered by Company. Additionally, connected Customer premises equipment must not endanger the safety of Company employees or the public, damage or interfere with the proper functioning of Company's equipment, or otherwise injure the public in its use of Company's services.

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 –RULES AND REGULATIONS (CONT'D)

3.4 Equipment (Cont'd)

3.4.3 Maintenance and Repair

A. Customer Liability

The Customer shall be responsible for damages to Company's facilities used in the provision of regulated services caused by the negligence or willful act of the Customer or those using Company's service through the Customer. The Customer may not physically modify or intrude upon, rearrange, disconnect, remove, or attempt to repair any of Company's facilities except upon written consent of Company.

B. Leased or Owned Facilities

The Customer's obligation to Company is the same whether the facilities involved are Company's facilities or are facilities leased by Company from another party. If Company incurs expenses due to the Customer's actions that result in damage or impairment of Company's owned or leased facilities, Company will pass on to the Customer any and all expenses to repair Company's facilities or that the owner imposes on Company for leased facilities.

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 –RULES AND REGULATIONS (CONT'D)**3.5 Contract for Service**

Installation of certain services may require a contractual agreement between the Customer and the Company. The contractual agreement specifies the terms and conditions of service not covered by this tariff. The contract does not alter the obligations of the Company to Customers as described in this tariff. The term of the services shall commence and will remain in effect from the service activation date for the term of the contract. In the event the Company continues to provide service beyond the end of the initial term without an additional written agreement between the parties, then Company shall continue to provide service to the Customer under the terms of the then applicable tariff and applicable terms of the expired contract under a month-to-month arrangement. Company may choose to renew the contract for a period equal to its original term by giving the Customer notice of the proposed renewal. If the Customer does not advise Company, in a timely manner, that Customer desires to terminate the contract at the end of the contract, then the contract will renew.

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 –RULES AND REGULATIONS (CONT'D)

3.6 Application for Service

3.6.1 Information Required

When applying for service, each prospective Customer will be required to furnish Company with the following information:

- A. The name of the party who will be responsible for payment for the service provided.
- B. The address or addresses or exact location of the premises where service is to be provided and billed.
- C. Any information required to make a proper determination of appropriate creditworthiness.

3.6.2 Initiation of Service

Service shall be deemed to be initiated upon the service activation date. For multi-location customers, service shall be deemed to be initiated upon service activation at the first location.

3.7 Deposits and Advance Payments

3.7.1 Deposits

The Company does not require deposits to secure or maintain service. All services are billed in arrears.

3.7.2 Advance Payments

The Company does not require advance payments. All services are billed in arrears.

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 –RULES AND REGULATIONS (CONT'D)

3.8 Billing

3.8.1 Monthly Billing

Bills to Customers will be issued monthly or more frequently, pursuant to contract. Certain toll charges and NRCs are billed in arrears. If a Customer elects, Company may issue a billing statement to a Customer in an electronic format only.

Company shall have no responsibility with respect to billings, charges, or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional, and long distance services provided by a third party vendor. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 – RULES AND REGULATIONS (CONT'D)

3.9 Payment for Service

3.9.1 Return Check Charge

When a check which has been presented to the Company by a Customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge of \$30.00.

3.9.2 Late Payment Charges

- A. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, including arrears.
- B. Late payment charges will apply to final accounts.
- C. Bills which are paid by mail, the date of the postmark will be considered the date of payment.

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 –RULES AND REGULATIONS (CONT'D)

3.9 Payment for Service (cont'd)

3.9.3 Partial Payment

If a Customer makes a partial payment in a timely manner and does not designate the service for which payment is made, the payment shall first be applied to the undisputed balance for local service, with the remainder applied on a pro rata basis to regulated services and toll service. Any remainder will then be applied to deregulated and unregulated services other than toll. Any late payment penalty charge will be applied only to the outstanding balance for regulated services.

3.9.4 Collection

No collection efforts other than the rendering of the bill shall be undertaken until the delinquency date.

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 – RULES AND REGULATIONS (CONT'D)**3.9 Payment for Service (cont'd)****3.9.5 Taxes and Fees**

Any governmental assessments, fees, licenses, or other similar taxes or fees imposed upon Company may be charged to Customers receiving Company's service within the territorial limits of the governmental authority imposing such taxes and fees. Such taxes and fees will be allocated among such Customers on the basis of Customers' monthly charges for the types of service made subject to the taxes or fees. Such taxes and fees will be separately stated on bills.

- A. LNP, TRS, TTY/TDD and 9-1-1 surcharges will also be charged where applicable.
- B. The Company will place on each Customer's bill, a surcharge equal to the Missouri Universal Service Fund percentage assessment ordered by the Missouri Public Service Commission.
 - 1. The surcharge will appear as a separate line item detailed as "Missouri Universal Service Fund".
 - 2. The surcharge percentage will be applied to the total of each Customer's charges for intrastate regulated services that meet the definition of net jurisdictional revenues at 4 CSR 240-31.010(12).

3.10 Disputes and Complaints**3.10.1 Disputed Bills**

In the event of a dispute concerning the bill, Company will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 3.10.2 shall continue, and for not less than forty-five (45) days after the rendering of the disputed bill. Service shall not be disconnected for nonpayment of the disputed amount.

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 – RULES AND REGULATIONS (CONT'D)**3.10 Disputes and Complaints (cont'd)****3.10.2 Complaint Procedures**

Inquiries, general questions, or complaints may be directed informally to Impact Telecom by telephone, in person, or in writing at Company's office located at 9250 E. Costilla Avenue, Suite 400, Greenwood Village, CO 80112. Business and residential customers can reach Company's customer service department by dialing 1-866-557-8918. Company's customer service department accepts calls on a twenty-four-hour-a-day basis. Complaints concerning the charges, practices, facilities, or services of Company will be investigated promptly and thoroughly. Company will keep records of each complaint showing the name and address of the complainant, the date and nature of the complaint, its disposition, and all other pertinent facts dealing with the complaint that will enable Company to review and analyze its procedures and actions for at least thirty (30) days. Each Customer may file with the Commission for resolution of disputes. Each complainant will be mailed a statement of the complainant's right to contact the Commission at:

Missouri Public Service Commission
200 Madison Street, PO Box 360
Jefferson City, MO 65102-0360
Utility Consumer Hotline: 1.800.392.4211
Email: pscinfo@psc.mo.gov

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 – RULES AND REGULATIONS (CONT'D)**3.11 Service Refusal, Disconnection, and Suspension****3.11.1 Notice of Pending Disconnection**

Prior to the disconnection of service, Company shall provide a written notice to the Customer setting forth the reason for disconnection, the amount due and the final date by which the account must be paid or alternate arrangements be made. Final dates shall be no less than ten (10) calendar days with respect to an unpaid bill after the notice is rendered and no less than twelve (12) calendar days with respect to an unpaid or new deposit. The notice shall be considered rendered to the Customer when deposited in the U.S. Mail with postage prepaid. If delivery is by other than U.S. Mail, the notice shall be considered rendered when delivered to the last known address of the person responsible for payment for the service. The notice will specify Company's address and 1-866-557-8918 for business and residential customers as a number at which a Company representative can be reached to provide additional information about the disconnection.

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 –RULES AND REGULATIONS (CONT'D)

3.11 Service Refusal, Disconnection, and Suspension (cont'd)

3.11.2 Reasons for Service Refusal, Disconnection, and Suspension

Service may be refused, disconnected, or suspended:

- A. Without notice if a condition on the Customer's premises is determined by Company to be hazardous.
- B. Without notice if the Customer uses the service in such a manner as to adversely affect Company's equipment or Company's service to others.
- C. Without notice if equipment furnished, leased, or owned by Company is subject to tampering.
- D. Without notice if there is unauthorized use. Unauthorized use includes, without limitation, use or attempted use for an unlawful purpose and/or use or attempted use in any fraudulent manner.

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 –RULES AND REGULATIONS (CONT'D)

3.11 Service Refusal, Disconnection, and Suspension (cont'd)

3.11.2 Reasons for Service Refusal, Disconnection, and Suspension (cont'd)

- E. With prior written notice if there are reasonable grounds to believe there is a violation of or noncompliance with Company's regulations on file with the Commission, municipal ordinances, or law.
- F. With prior written notice if the Customer or prospective Customer fails to furnish service equipment, permits, certificates, or rights-of-way specified to be furnished in Company's regulations filed with the Commission as conditions for obtaining service, or withdraws such equipment or terminates those permissions or rights, or fails to fulfill the contractual obligations imposed upon the Customer as conditions of obtaining service.
- G. With prior written notice if the Customer fails to permit Company reasonable access to its equipment.
- H. With prior written notice if the Customer routinely uses abusive or profane language or makes physical threats in conversations with Company personnel, or otherwise abuses access to customer service personnel by making repeated unwarranted calls that are unrelated to specific service issues.

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 –RULES AND REGULATIONS (CONT'D)

3.11 Service Refusal, Disconnection, and Suspension (cont'd)

3.11.3 Refusal, Disconnection, and Suspension of Service for Nonpayment of Bill

Except as restricted by Section 3.11.2, service may be refused, disconnected, or suspended for nonpayment of a bill if Company has made a reasonable attempt to effect collection and:

- A. Company has provided the Customer with ten (10) days' prior written notice with respect to an unpaid bill.
- B. Company is open, at minimum, one more hour and open the following day of the scheduled disconnection.
- C. In the event of a dispute concerning the bill, Company will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 3.10.2 shall continue, and service shall not be disconnected for nonpayment of the disputed amount.

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 –RULES AND REGULATIONS (CONT'D)**3.11 Service Refusal, Disconnection, and Suspension (cont'd)****3.11.4 Insufficient Reasons for Refusal, Suspension, or Discontinuance of Service**

The following reasons are not sufficient cause for refusal, suspension, or discontinuance of service to a present or prospective Customer:

- A. Delinquency in payment for service by a previous occupant of the premises to be served, unless that occupant is a Customer of the same household as the customer.
- B. Failure to pay for unregulated services or equipment purchases.
- C. Failure to pay the bill of another Customer as guarantor thereof.
- D. Failure to pay for a different type or class of public utility service or 900, 960 or 976 calls disputed by the Customer. However, if a residential customer has requested that Company remove the free 900 or 976 call blocking service, then that Customer shall be fully responsible for payment of all such calls regardless of who made the call from the Customer's telephone line.
- B. Failure to pay for information service not regulated by the Commission.
- F. Permitting another occupant of the premises access to the telephone utility service when that other occupant owed an uncollectible bill for service rendered at a different location.

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 – RULES AND REGULATIONS (CONT'D)**3.11 Service Refusal, Disconnection, and Suspension (cont'd)****3.11.5 Medical Emergency**

Notwithstanding any other provision of this tariff, Company will postpone the disconnection of service to a residential Customer for a reasonable time, not to exceed thirty (30) days, if the Customer produces verification from a physician or a public health or social services official stating that telephone service is essential due to an existing medical emergency of the Customer, a member of the Customer's family, or any permanent resident of the premises where service is rendered. This written verification shall identify the medical emergency and specify the circumstances. Initial verification may be by telephone if written verification is forwarded to Company within five (5) days. This postponement may be limited to sixty (60) days within a continuous twelve (12) month period or a lesser period agreed upon by Company and the customer or physician.

3.11.6 Temporary Service

When Company renders temporary service to a Customer, the Customer may be required by Company to bear the entire cost of installing and removing the service facilities in excess of any salvage realized.

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 – RULES AND REGULATIONS (CONT'D)**3.12 Cancellations and Deferments of Service**

When a Customer cancels or defers an order for service before the service is activated, a charge applies that will allow Company to recover its un-recovered costs, including but not limited to outside vendor charges, engineering, labor, materials, and equipment. Charges apply as follows:

3.12.1 Cancellation

In a cancellation situation, the charge is equal to the unrecoverable costs incurred prior to the request for cancellation and the costs of removal, restoration, and disposal, if any, to comply with the cancellation. Those costs include, but are not limited to, costs of outside vendors, engineering, labor, non-recoverable materials, and equipment expense.

3.12.2 Deferment of Start of Service

- A. If a request for deferment of service is received by Company prior to the date an order for equipment or service is placed with Company's supplier, no charge shall apply. For deferments received by Company subsequent to the date the order for equipment or service is placed with Company's supplier, a monthly recurring charge based upon the costs incurred prior to the request for the deferment applies.
- B. In addition, any extraordinary nonrecurring costs resulting from the deferral, such as additional engineering, labor, and transportation, shall be billed in total. Billing shall start at the beginning of the month of deferment and extend to the start of service. Charges shall not exceed the monthly rate that would have applied had the service been established. Company will also charge the Customer who defers service any and all rates and charges incurred by Company for any leased facilities for which Company is held responsible. Company will make a good faith effort to minimize those rates and charges whenever possible.

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 – RULES AND REGULATIONS (CONT'D)**3.13 Information Service Access Blocking**

Where facilities are available, Company shall institute call blocking to all "900", "960" and "976" prefix numbers, without charge for the first block subject to applicable law. If a customer chooses to eliminate the free call blocking service for these types of calls, the Customer shall be fully responsible for all such charges regardless of who made such calls from the Customer's telephone line. Company will comply with all applicable rules of the Commission concerning such blocking.

3.14 Allowances for Interruptions in Service

A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff.

3.14.1 Credit for Interruptions

- A. An interruption period begins when the Customer reports a service to be interrupted. An interruption period ends when the service is operative.
- B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on pro rate basis against the rates specified hereunder and is dependent upon the length of the interruption.

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 – RULES AND REGULATIONS (CONT'D)**3.14 Allowances for Interruptions in Service (Cont'd)****3.14.1 Credit for Interruptions (Cont'd)**

C. A credit allowance will be given, upon request of the customer, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows.

1. if interruption continues for less than 24 hours:
 - a. 1/30th of the monthly rate if it is the first interruption in the same billing period.
 - b. 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.
2. if interruption continues for more than 24 hours:
 - a. 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applied to the first 24 hours of the second and subsequent interruptions.

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 – RULES AND REGULATIONS (CONT'D)**3.14 Allowances for Interruptions in Service (Cont'd)****3.14.1 Credit for Interruptions (Cont'd)****D. Credit to Customer**

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service furnished by the Company rendered useless or substantially impaired.

E. "Interruption" Defined

For the purpose of applying this provision the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both. "Interruption" does not include and no allowance shall be given for service due to, circuits busy or other network shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the service, or any other reason covered by the Tariff.

3.14.2 Limitations on Credit Allowances

No credit allowances will be made for:

- A. interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the customer, authorized user.
- B. interruptions of service due to circumstances or causes beyond the control of the Company.

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 – DESCRIPTION OF SERVICES

4.1 Services Offered

The Company offers Interexchange services on a wholesale basis.

4.2 Individual Case Basis (ICB)

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

ICB will be filed with the Communications Division of the Commission upon request.

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 5 – INTRALATA TOLL USAGE AND MILEAGE CHARGES

5.1 IntraLATA Toll Usage

5.1.1 Description

- A. IntraLATA toll service is furnished for communication between different calling areas within a particular LATA in accordance with the regulations and schedules of charges specified in this tariff. The toll service charges specified in this section are in payment for all service furnished between the calling and called number, except as otherwise provided in this Tariff.
- B. IntraLATA toll calling includes the following types of calls: direct dialed, calling card, collect, 3rd number billed, special toll billing, requests to notify of time and charges, person to person calling and other station-to-station calls.

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 5 – INTRALATA TOLL USAGE AND MILEAGE CHARGES (CONT'D)**5.2 Regulations and Computation of Mileage**

Calls for which rates are mileage sensitive are rates on the airline distance between the originating rate center and the terminating rate center.

5.2.1 Calculation of Mileage

- A. Usage charges for all mileage products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.
- B. Airline mileage, where mileage is the basis for rating calls, is obtained by using the "V" and "H" coordinates assigned to each rate center and contained in NECA FCC Tariff No. 4 or successor tariffs. To determine the airline distance between any two locations, proceed as follows:
 - 1. Obtain the "V" and "H" coordinates for each location. The "V" coordinate is the first four digits in the "VH" column. The "H" coordinate is the next four digits.
 - 2. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
 - 3. Square each difference obtained in step 2, above.

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 5 – INTRALATA TOLL USAGE AND MILEAGE CHARGES (CONT'D)**5.2 Regulations and Computation of Mileage (Cont'd)****5.2.1 Calculation of Mileage (Cont'd)**

4. Add the square of the "V" difference and the "H" difference obtained in step 3, above.
5. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.
6. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

Formula:

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

10

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 6 – RATES AND FEES

6.1 General Rate Information

6.1.1 Charge for Non-Billable Toll Free Calls

If a Customer's usage of a toll-free number results in the non-billable (non-completed) calls for such toll-free number in any month to be greater than seven percent (7%) of the billable (completed) calls for such toll-free number in that month, the Company may charge Customer a non-discountable \$0.02 charge for each non-billable call.

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 6 – RATES AND FEES (CONT'D)**6.2 Monthly Revenue Commitment (MRC)**

Monthly Revenue Commitment Discounts apply to the standard rates listed for both switched and dedicated services.

- 6.2.1 Standard
No MRC with 1 year term
- 6.2.2 Tier 1 (3% discount)
\$5,000.00 MRC with 2 year term
- 6.2.3 Tier 2 (5% discount)
\$10,000.00 MRC with 2 year term
- 6.2.4 Tier 3 (8% discount)
\$25,000 MRC with a 2 year term
- 6.2.5 Tier 4 (10% discount)
\$25,000 MRC with a 3 year term

6.3 Rate Schedules**6.3.1 DS1 Rates**

| <u>Transmission Speed</u> | <u>Term of Contract (12 months)</u> | |
|---------------------------|-------------------------------------|----------------|
| | <u>Minimum</u> | <u>Maximum</u> |
| DS1 | \$500.00 | \$1,000.00 |

6.3.2 Switched Rates

Standard switched rates for both inbound and outbound calls are \$0.07 per minute.

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 6 – RATES AND FEES (CONT'D)**6.3 Rate Schedules (Cont'd)****6.3.3 Outbound Dedicated by LATA**

| <u>LATA</u> | <u>Maximum Standard Rate for Intrastate</u> |
|--------------------|--|
| 520 | 0.1818 |
| 521 | 0.0961 |
| 522 | 0.1990 |
| 524 | 0.2031 |
| 526 | 0.0503 |
| 528 | 0.0312 |
| 532 | 0.1168 |
| 632 | 0.1543 |
| 634 | 0.0689 |
| 644 | 0.0664 |

6.3.4 Inbound Toll Free by LATA

| <u>LATA</u> | <u>Maximum Standard Rate for Intrastate</u> |
|--------------------|--|
| 520 | 0.2963 |
| 521 | 0.2524 |
| 522 | 0.2217 |
| 524 | 0.2515 |
| 526 | 0.1895 |
| 528 | 0.1895 |
| 532 | 0.1895 |
| 632 | 0.2942 |
| 634 | 0.2953 |
| 644 | 0.2565 |

Issued:

9250 E. Costilla Ave., Ste. 400
Greenwood Village, CO 80112

Effective:

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 6 – RATES AND FEES (CONT'D)**6.4 Ancillary Charges**

| | <u>MRC</u> | <u>NRC</u> |
|---|-------------------|-------------------|
| Outbound Account Codes (non-verified) | \$10.00 | \$ 25.00 |
| Outbound Account Codes (verified) | \$10.00 | \$ 25.00 |
| Inbound Account Codes (non-verified) | \$60.00 | \$ 85.00 |
| Inbound Account Codes (verified) | \$60.00 | \$ 85.00 |
| Monthly CDR per CD ROM | \$75.00 | \$ 00.00 |
| PICC Surcharge: | | |
| Business Single Line | \$00.00 | \$ 00.00 |
| Business Multi-Line | \$ 1.50 | \$ 00.00 |
| Centrex | \$ 0.53 | \$ 00.00 |
| ISDN Line/BRI | \$ 2.81 | \$ 00.00 |
| ISDN/PRI | \$23.92 | \$ 00.00 |
| Direct termination Overflow (per order) | \$90.00 | \$ 75.00 |
| 8YY SMS Fee (per active 8YY) | \$ 0.80 | \$ 0.50 |
| 8YY Directory Assistance (per 8YY listed) | \$35.00 | \$ 35.00 |
| 8YY Area Code Blocking | \$00.00 | \$ 30.00 |
| 8YY DNIS Deliver (per order) | \$00.00 | \$700.00 |
| 8YY ANI Delivery (per trunk group) | \$75.00 | \$150.00 |
| Unauthorized PIC (per ANI) | \$00.00 | \$ 25.00 |
| Network Interconnection Charge | \$00.00 | \$ 00.00 |

Direct Termination Overflow – Allows a dedicated access line customer to control potential congestion of calls placed on an 8YY number by sending overflow calls to another 8YY trunk group, WATS access line, dedicated access line or business line.

Dialed Number Identification – Allows a dedicated access customer to receive calls from multiple 8YY numbers on the same terminating trunk group by sending special identification digits along with the 8YY call to the customer site. Customer must have proper equipment to receive Real Time ANI.

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 6 – RATES AND FEES (CONT'D)**6.4 Ancillary Charges (Cont'd)**

Real Time ANI – Allows a dedicated customer to receive the ANI of the calling party if the call originates from an equal access end office. Real Time ANI is currently provided via in-band signaling. Terminating equipment must accept FGD signaling.

Special Routing Features – Special Routing features such as Day of Week Routing, Holiday Routing, Time of Day Routing and Percentage Allocation Routing are not available.

6.5 Directory Assistance

A long distance directory assistance charge applies when the caller accesses the Company's network by dialing 1 + Area Code + 555-1212 to place a request for a telephone number. A caller may request one telephone number per directory assistance call. The charge applies to each inquiry regardless of whether the directory assistance bureau is able to supply a listed number. A credit will be issued for any directory assistance charge for which the Customer experiences poor transmission quality, is cut off, receives an incorrect telephone number, or misdials.

Per Inquiry

| | |
|-----------------------------|--------|
| Directory Assistance Charge | \$0.75 |
|-----------------------------|--------|

6.6 Reconnection Charge (after termination for non-payment)

Business: \$65.00 per line