

**EXHIBIT 5**

**Tariffs**

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Business Customer Local Exchange Services Tariff

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TELIGENT SERVICES, INC.

REGULATIONS AND SCHEDULE OF CHARGES

APPLICABLE TO

BUSINESS END USERS

FOR BASIC LOCAL TELECOMMUNICATIONS SERVICES

WITHIN THE STATE OF MISSOURI

This tariff is for a competitive telecommunications company, as defined by Case No. TO-88-142, within the State of Missouri.

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Issued: March 17, 2000

Issued By:  
Terri B. Natoli  
Vice President - Law and Regulatory  
Teligent Services, Inc.  
8065 Leesburg Pike, Suite 400  
Vienna, Virginia 22182

Effective: May 1, 2000

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TARIFF FORMAT SHEET

1. Page Numbering – Page Numbers appear in the upper-right corner of the page. Pages are numbered sequentially. New pages may occasionally be added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.
2. Page Revision Numbers – Page Revision Numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page revision on file with the Public Service Commission of Missouri. For example, the Fourth Revised Page No. 34 cancels the Third Revised Page No. 34. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the tariff page in effect. Customers should consult with the Check Sheet for the page currently in effect.
3. Paragraph Numbering Sequence – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
  - 1.
  - 1.1
  - 1.1.1
  - 1.1.1.A
  - 1.1.1.A.1
  - 1.1.1.A.1.(a)
  - 1.1.1.A.1.(a)(I)
  - 1.1.1.A.1.(a)(I)(i)
  - 1.1.1.A.1.(a)(I)(i)(1)
4. Check Sheet of Effective Pages – When a tariff filing is made with the Public Service Commission of Missouri, an updated Check Sheet of Effective Pages (“Check Sheet”) will accompany 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 new page revision. An asterisk (\*) designates all revisions made in a given filing. There will be no other symbols used on the Check Sheet if these are the only changes made to it (i.e., the format, etc.). Customers should refer to the latest Check Sheet to find out if a particular page is the most current page on file with the Commission.
5. Symbols Used in this Tariff
  - (C) To signify a changed listing, rule, or condition which may affect rates or charges.
  - (D) To signify discontinued material, including listing, rate, rule, or condition.
  - (I) To signify a rate increase.
  - (L) To signify material relocated from or to another part of the tariff with no change in text, rate, rule, or condition.
  - (N) To signify new material including listing, rate, rule, or condition.
  - (R) To signify a rate reduction.
  - (T) To signify a change in wording of text, but no change in rate, rule, or condition.

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COMMISSION APPROVED WAIVERS

Application of the following statutes and regulatory rules have been waived by the Commission, pursuant to Order approving non-switched local exchange service in Case No. TA-98-259 and Order approving basic local exchange service in Case No. TA-98-258.

Missouri Statutes

Section 392.210.2	System of Accounts
Section 392.240(1)	Rates – reasonable average return on investment
Section 392.270	Property valuation
Section 392.280	Depreciation rates
Section 392.290	Issuance of Securities
Section 392.300.2	Stock ownership and sale
Section 392.310	Issuance of stocks and bonds
Section 392.320	Stock Dividend
Section 392.330	Issuance of securities, debts, and notes
Section 392.340	Reorganization

PSC Rules

4 CSR 240-10.020	Depreciation fund income
4 CSR 240-30.010(2)(C)	Posting of exchange rates at central operating offices
4 CSR 240-30.040	Uniform System of Accounts
4 CSR 240-32.030(1)(B) and (C)	Exchange area maps and records of access lines
4 CSR 240-32.030(2)	In-State record keeping
4 CSR 240-32.050(3) through (6)	Information concerning local service tariffs, maps, directories, and telephone numbers
4 CSR 240-32.070(4)	Coin Telephone
4 CSR 240-33.030	Minimum Charge Rule
4 CSR 240-33.040(5)	Finance fee
4 CSR 240-35	Bypass

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, and terms and conditions of Teligent Services, Inc. applicable to the furnishing of communications services within the State of Missouri. The offerings, rates, and terms and conditions contained herein are subject to the jurisdiction of the Missouri Public Service Commission.

Teligent will provide its services on a facilities based basis to business customers only.

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SECTION 1 - DEFINITIONS

Access Arrangement – Any equipment or access facility necessary to connect the Customer's voice/data/video equipment to a Teligent Point-of-Presence for transmission purposes.

Account – Either a Customer's physical location or individual service represented by a unique account number within the Billing Hierarchy. Multiple Services, each with a unique account number, may be part of one physical location.

Accounting Code – A multi-digit code that enables a Customer to allocate charges to its internal accounts.

Application for Service – The Teligent order process that includes technical, billing, and other descriptive information provided by the Customer that allows Teligent to provide requested communications services for the Customer and Customer's Authorized Users. Upon acceptance by Teligent, the Application for Service becomes a binding contract between the Customer and Teligent for the provision and acceptance of services.

Authorization Code – A multi-digit code that enables a Customer to access Teligent's network and enables Teligent to identify the Customer's use for proper billing. Also called a Personal Identification Code or PIN.

Authorized User – A person, firm, or corporation, who is authorized by the Customer to be connected to the service of the Customer.

Automatic Number Identification (ANI) – The calling telephone number identification that is forwarded to Teligent's network by the Local Exchange (LEC) as a call is placed. ANI is provided by the LEC only when Feature Group B direct or Feature Group D interconnections are used to gain access to Teligent's telecommunications service.

Bandwidth – The information-carrying capability of a channel. Analog transmission usually is expressed in kHz or MHz and digital transmission in Kbps and Mbps.

Billing Hierarchy – Allows Customers to combine multiple accounts and Services into a single billing structure. Customers can choose whether to have all Services invoiced together, invoiced separately, or in any combination thereof. In addition, the Customer may specify where the invoices are to be sent and who is to receive them. The Customer can select the data format for their invoice and call detail, microfiche, or magnetic tape.

BIT – An abbreviation of binary digit that is the smallest unit of information in a binary notation system.

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Business Hours -- The phrase "business hours" means the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday, excluding holidays.

Business Office -- The phrase "business office" means the primary location where the business operations of Teligent are performed and where a copy of Teligent's tariff is made available for public inspection. The address of the business office is 8065 Leesburg Pike, Suite 400, Vienna, Virginia 22182.

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

Calling Station -- The originating point of a call (i.e., the calling number).

Calling Area -- A specific geographic area so designated for the purpose of applying a specified rate structure.

Carrier -- The term "carrier" means Teligent Services, Inc.

Carrier Identification Code (CIC) -- A number assigned to any entity purchasing Feature Group B and/or D services. These codes are used with Feature Group B access as 950-CCCC, where CCCC equals the Carrier Identification Code, and casual calling with 1010CCC.

Central Office -- A Local Exchange Carrier's office where a Customer's lines are terminated for the purpose of offering local telephone service and to connect with interexchange carriers.

Channel or Circuit -- A path for electrical or radio frequency transmission between two or more points having a bandwidth and termination of the Customer's own choosing.

Commission -- Missouri Public Service Commission ("MO P.S.C.")

Company -- The term "Company" means Teligent Services, Inc.

Customer -- The person, firm, company, corporation, or other entity, having a communications requirement of its own that is responsible for the payment of charges and for compliance with this tariff. Teligent's customer may be a tenant in a building and/or the building manager/owner of a building, each treated separately from the other.

Customer-Provided Equipment -- Telecommunications equipment provided by a Customer used to originate calls using Teligent's service located at the originating location.

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Day – The term “day” means 8:00 A.M. to, but not including 5:00 P.M. local time at the originating city, Monday through Friday, excluding Company specific holidays.

Dedicated Access Line (DAL) – A dedicated communications channel that terminated on a general access port provided by Teligent and has the capacity of a voice grade circuit.

Delinquent or Delinquency – An account for which payment has not been made in full on or before the last day for timely payment.

Dialed Number Identification Service (DNIS) – Designates the digits to be outpulsed for each toll-free number terminating to a dedicated access facility. DNIS allows a Customer to receive calls to multiple toll free numbers on the same dedicated access facility.

Digital Transmission – Information transmitted in the form of digitally encoded signals.

Direct Dialed Call – A call requiring no operator assistance.

Entrance Facility – The physical circuit arrangement that connects an Entrance Site to a Teligent Point-of-Presence.

Entrance Site – A location of Teligent’s transmission facilities from which Services can be provided for a Customer to any other Entrance Site or Point-of-Presence.

Evening – The term “evening” means 5:00 P.M. to, but not including, 11:00 P.M. local time at the originating city, Sunday through Friday and all Company specific holidays, except when a lower rate would apply.

Exchange Area – A geographically defined area wherein the telephone industry, through the use of maps or legal descriptions, sets down specified area where individual telephone exchange companies hold themselves out to provide communications services.

Exemption Certification – A written notification provided by the Customer certifying that the Customer’s dedicated facility should be exempted from the monthly Special Access Surcharge because (a) the facility terminates in a device not capable of interconnecting Teligent’s 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.

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Facility (or Facilities) – Any item or items of communications plant or equipment used to provide or connect to Teligent Services.

FCC – Federal Communications Commission

Hierarchy – See “Billing Hierarchy”

Incomplete Call – Any call where voice transmission between the calling and the called station is not established (i.e., busy, no answer, etc.).

Integrated Services Digital Network (ISDN) – A dedicated or switched (where available) originating and terminating service providing end-to-end digital connection for the simultaneous transmission of voice, data, video, imaging, fax, and other communications services over multiple channels which have been combined to provide a single transmission path.

Interexchange Carrier (IXC) – A common carrier that provides long distance domestic and international communications services to the public.

Invoice Point – A level in the Billing Hierarchy at which accounts are grouped together (aggregated) for the purpose of billing the Customer.

KiloBits Per Second (Kbps) – The number of one thousand bits transmitted in a one-second interval.

Local Access Facility – The channel provided by the local telephone company (or other local service provider) to connect the Point-of-Presence to a Customer's location.

Local Access Transport Area (LATA) – The phrase “Local Access Transport Area” means a geographical area established by the U.S. District Court for the District of Columbia in United States v. Western Electric Co., Inc., 552 F.Supp. 131 (D.D.C. 1982), within which a local exchange company provides communication services.

Local Exchange Company (LEC) – A company that furnishes local exchange telephone services.

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Location – A physical premises to or from which Teligent provides service. In instances where a Customer obtains service from Teligent at multiple locations, each of these locations will be designated as either “associated” or “non-associated.” An “associated” location is a location that a Customer owns or leases, or that is occupied by a business enterprise in which the Customer has an equity interest of twenty (20) percent or more, or which is occupied by a franchisee of the Customer. All locations other than “associated” locations will be considered “non-associated.”

Mega Bits Per Second (Mbps) – The number of one million bits transmitted in a one-second interval.

Minimum Annual or Monthly Commitment (MAC or MMC) – The amount of service that the Customer commits to purchase during each year or each month of a promotional or discount pricing offering. The Customer’s MAC/MMC includes charges for all Services identified in the Customer’s agreement as contributory, after all applicable discounts.

The MAC/MMC does not include non-usage charges, such as taxes, interest, surcharges, access facilities charges, and other charges associated with access, fixed recurring charges, installation charges, and other non-recurring charges. If the Customer fails to satisfy the MAC/MMC, the Customer shall pay to Teligent, in addition to all other charges, the difference between the MAC/MMC and the Customer’s actual charges for such services for each year or month in which the Customer does not achieve the MAC/MMC.

NXX – The designation for the first three digits of a local telephone number where N represents 2-9 and X represents 0-9.

Night/Weekend – The words “night/weekend” mean 11:00 P.M. to, but not including, 8:00 A.M. local time in the originating city, all day on Saturday, and all day Sunday, except from 5:00 P.M. and before 8:00 A.M. Monday through Friday, all day Saturday, Sunday, and on holidays.

Non-Business Hours – The phrase “Non-Business Hours” means the time period after 5:00 P.M. and before 8:00 A.M., Monday through Friday, all day Saturday, Sunday, and holidays.

Normal Work Hours – The time after 8:00 A.M. and before 5:00 P.M. Monday through Friday, excluding Teligent-observed holidays.

North American Dialing Plan (NADP) – The method of identifying calls in the public network of North America, called World Numbering Zone 1. The calls are identified by their NPA (area code) – NXX (exchange) – XXXX (station number) format.

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NPA – An area code, otherwise called Numbering Plan Area.

Off-Network Access Line (Off-Net) – A facility leased by Teligent and used in common by Customers to enter or exit the Teligent system. Off-Net is also known as switched service.

On-Network Access Line (On-Net) – A facility that connects a Customer's location directly to the Teligent network for entrance or exit. On-Net is also known as dedication service.

Other Common Carrier (OCC) – The term "other common carrier" denotes a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications service.

Permanent Virtual Circuit (PVC) – A virtual point-to-point (non-switched) logical link between two specific end-points over which packet (frames) data can be transmitted according to defined service characteristics.

Point-of-Presence – Teligent's physical presence where Teligent maintains intercity communications channels and local distribution facilities for the purpose of providing its Services.

Premises – A building or buildings on contiguous property (except railroad rights-of-way, etc.).

Primary Interexchange Carrier (PIC) – The interexchange carrier to which a switched access lines is presubscribed.

RF – Radio Frequency

Regular Billing – A standard bill sent in the normal monthly Teligent billing cycle. This billing consists of one bill for each account assigned to the Customer with explanatory detail showing the derivation of the charges.

Residential Service – The phrase "residential service" means telecommunications services used primarily as non-business service.

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Resp Org (Responsible Organization) – The entity responsible for managing and administering a Customer's toll free records in the 800 Service Management System (SMS/800). The SMS/800 recognizes one Resp Org for each toll free number.

Services – Teligent's regulated common carrier communications service provided under this tariff.

800 Service Management System (SMS/800) – The centralized operations support system used to create and update toll-free records that are then downloaded to Service Control Point ("SCPs") for processing toll-free service calls. The system is used by Resp Org to manage and administer toll-free records.

Subscriber – The term "Customer" is synonymous with the term "Subscriber."

Switch – The term "switch" denotes an electronic device that is used to provide circuit sharing, routing, and control.

Tier-1 Interexchange Carrier – The term "Tier-1 IXC" means either AT&T, MCI/Worldcom, and/or Sprint

Timely Payment – A payment on a Customer's account made on or before the due date.

T-1 – A 1.544 Mbps digital transmission system equivalent to 24 voice frequency circuits/channels.

Underlying Carrier – A provider of interstate telecommunications services from whom Teligent acquires services that it resells to Customers.

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SECTION 2 - RULES AND REGULATIONS2.1. Undertaking of Teligent

- 2.1.1. Teligent undertakes to provide telecommunications services within the State of Missouri on the terms and conditions and at the rates and charges specified herein.
- 2.1.2. Teligent installs, operates and maintains the communication Services provided hereunder in accordance with the terms and conditions set forth under this tariff. It may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer to allow connection of a Customer's location to the Teligent network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.3. Teligent's Services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

2.2. Use of Service

- 2.2.1. Services provided under this tariff may be used only for the transmission of communications in a manner consistent with the terms of this tariff and regulations of the Commission.
- 2.2.2. Services provided under this tariff shall not be used for actual or threatened unlawful purposes. In addition, service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used in violation of the law.

2.3. Limitations

- 2.3.1 Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this tariff. The obligation of Teligent to provide service is dependant upon its ability to procure, construct, and maintain facilities that are required to meet the customer's order for service. Teligent's provision of service through its own facilities requires the use of microwave transmit/receive equipment that must be located on the rooftop of the customer's premises, referred to as a TAS. Teligent's microwave equipment, referred to as a TN, requires an unobstructed line-of-sight to a point of interconnection with Teligent's network at a Teligent base station or node. Teligent's equipment cannot be installed on the rooftop without the consent of the building owner and/or property manager(s). In addition, Teligent's equipment cannot be installed without access to the building's telephone closet(s), which may not be under the control of the customer or Teligent. Therefore, Teligent's facilities-based services are limited to the availability of rooftop access, an unobstructed line-of-sight to a point of interconnection, and telephone closet access. Teligent will make all reasonable efforts to secure the necessary facilities.

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- 2.3.2 Teligent reserves the right to limit or to allocate the use of existing facilities, or to additional facilities offered by Teligent, when necessary because of lack of facilities, relevant resources, or due to causes beyond Teligent's control. In addition, Teligent reserves the right to discontinue service when the Customer is using the service in violation of law or the provisions of this tariff.
- 2.3.3. Teligent does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission nor for failure to establish connections.
- 2.3.4. Teligent reserves the right to refuse service to Customers due to insufficient or invalid charging information.
- 2.3.5. Teligent may block calls that are made to certain cities, or central office exchanges, or use certain authorization codes as Teligent, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of service.
- 2.3.6. Teligent will use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. Teligent may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer. Teligent shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, Teligent will give the Customers who may be affected reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience. When Teligent is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of the Customer's service.
- 2.4. Liabilities of Teligent
- 2.4.1. Teligent's liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the installation, provision, termination, maintenance, repair, or restoration occurring in the course of furnishing service, channels, or other facilities, and not caused by the negligence of the subscribers, commences upon activation of service. In no event does Teligent's liability exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects occur. For the purposes of computing such amount, a month is considered to have thirty (30) days.
- 2.4.2. When the facilities of other carriers are used in establishing connections to points not reached by Teligent's facilities, Teligent is not liable for any act or omission of the other carrier(s). The Customer will indemnify and save harmless Teligent from any third-party claims for such damages referred to in Section 2.4.1.

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- 2.4.3. In no event will Teligent be responsible for consequential damages or lost profits suffered by a Customer as a result of interrupted or unsatisfactory service. Teligent will not be liable for claims or damages resulting from or caused by: (i) the Customer's fault, negligence or failure to perform the Customer's responsibilities; (ii) claims against the Customer by any other party; (iii) any act or omission of any other party; or (iv) equipment or service furnished by a third party.
- 2.4.4. Teligent does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Customer shall indemnify and hold Teligent harmless from any and all loss, claims, demands, suits or other actions, or any liabilities whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used.
- 2.4.5. Teligent is not liable for any defacement of, or damage to, the premises of a Customer resulting from the furnishing of services or the attachment of equipment, instruments, apparatus, and associated wiring furnished by Teligent on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of Teligent negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of Teligent without written authorization. The Customer will indemnify and save harmless Teligent from any claims of the owner of the Customer's premises or other third party claims for such damages.
- 2.4.6. Teligent and the Customer shall be excused from performance under this tariff and under the application for service for any period, and to the extent that the party is prevented from performing any service pursuant hereto, in whole or in part, as a result of delays caused by the other party or an Act of God, governmental agency, war, civil disturbance, court order, labor dispute, third party nonperformance (including the failure of performance for reasons beyond the control of common carriers, interexchange carriers, local exchange carriers, suppliers and subcontractors), or other cause beyond its reasonable control, including failures or fluctuations in electrical equipment, and such nonperformance shall not be deemed a violation of this tariff or of the application for service or grounds for termination of service. Both parties retain all rights of recourse against any third parties for any failures, which may create a force majeure condition for the other party. With respect to the services, materials and equipment provided hereunder, Teligent hereby expressly disclaims all warranties, expressed or implied, not stated in this tariff, and in particular disclaims all warranties of merchantability and fitness for a particular purpose.

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- 2.4.7. Teligent is not liable for any damages, including usage and toll charges, the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through Customer-provided equipment that are transmitted or carried on the Teligent network. Teligent may work with the Customers to recommend possible solutions to reduce unauthorized use of their facilities. However, Teligent does not warrant or guarantee that its recommendations will prevent all unauthorized use, and the Customer is responsible for controlling access to, and use of, its own telephone facilities.
- 2.4.8. Where there is a connection via Customer-provided terminal equipment or Customer-provided communications systems, the point of demarcation shall be defined as the Teligent facility that provides interconnection. Teligent shall not be held liable for Customer-provided access media or equipment. Any maintenance service or equipment arrangements shall be addressed on an individual case basis.
- 2.4.9. In no event will Teligent be liable for protection of the Customer's transmission facilities or equipment from unauthorized access, or for any unauthorized access to or alteration, theft or destruction of the Customer's data files, programs, procedure or information through accident, fraudulent means or devices or any other method.
- 2.4.10. Teligent will not be responsible if any changes in its service cause hardware or software not provided by Teligent to become obsolete, require modification or alteration, or otherwise affect the performance of such hardware or software.
- 2.5. Responsibilities of the Customer
- 2.5.1. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer-provided terminal equipment or communications systems with Teligent's facilities or services. The Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for such interconnection. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by Teligent, except upon the written consent of Teligent. The equipment Teligent provides or installs at the Customer premises for use in connection with the service that Teligent offers shall not be used for any purpose other than for which it was provided.

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Business Customer Local Exchange Services Tariff

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- 2.5.2. The Customer shall ensure that the equipment and/or system is properly interfaced with Teligent's facilities or services; that the signals emitted into Teligent's network are of the proper mode, bandwidth, power, signal level or other technical parameters for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel or degrade service to other Customers. If the FCC or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Teligent will permit such equipment to be connected with its channels without the use of protective interface devices.
- 2.5.3. If the Customer fails to maintain the equipment and/or system properly, with resulting imminent harm to Teligent's personnel or the quality of service to other Customers, Teligent may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Teligent may, upon written notice, terminate the Customer's service.
- 2.5.4. The Customer shall be responsible for securing its telephone equipment against being used to place fraudulent calls using Teligent's service. The Customer shall be responsible for payment of all applicable charges for services provided by Teligent and charged to the Customer's accounts, even where those calls are originated by fraudulent means either from Customer's premises or from remote locations. In addition, the Customer shall be responsible for all calls charged by fraudulent means to the Customer's prepaid calling card.
- 2.5.5. Teligent shall be indemnified and held harmless by the Customer against claims of liable, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over Teligent's service, against claims for infringement of patents arising from, combining with, or using in connection with, service, Teligent's apparatus and systems of the Customer; against all other claims arising out of any act or omission of the member in connection with Teligent's service. The Customer shall be liable for:
- 2.5.5.A. Loss due to theft, fire, flood, or other destruction of Teligent's equipment or facilities on the Customer's premises.
- 2.5.5.B. Reimbursing Teligent for damages to facilities or equipment caused by the negligence or willful acts of the Customer's officers, employees, agents or contractors.
- 2.5.5.C. Charges incurred with interconnect or local operating companies for service or service calls made to the Customer's premises or on the Customer's leased or owned telephonic equipment unless Teligent specifically authorizes said visit or repairs in advance of the occurrence and Teligent agrees in advance to accept the liability for said repairs or visit.

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Business Customer Local Exchange Services Tariff

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- 2.5.5.D Payment for all Teligent service charges incurred through usage or direct action on the part of the Customer.
- 2.5.6 The Customer may be required to verify in writing that it is duly authorized to order service at all locations designated by the Customer for service, and assumes financial responsibility for all locations designated by the Customer to receive Teligent's services. If the verification (i.e., a letter of authorization) cannot be produced within 5 (five)-calendar days of the request, the presubscription of the Customer's locations are considered unauthorized.
- 2.5.7 The Customer shall not use the Teligent name, logo or trademark in any promotional materials, contracts, tariffs, service bills, etc., without expressed written authorization from Teligent. The Customer shall not use the Teligent name, logo or trademark in any pre-sale activities. The Customer is prohibited from using Teligent's name or trademark on any of the Customer's products or services.
- 2.5.8 In instances where Teligent is connecting its service to the Customer's own customer-provided communications system or equipment or to any service or equipment provided by others, the Customer must ensure that the equipment or system must provide answer supervision upon the delivery of the call to the switching equipment or to the equipment connected to the communications system. When service is directly connected to a communications system at a Customer's premises, answer supervision must be provided when the call terminates in or passes through the first Customer premise equipment on that communications system, such as but not limited to when a call is (1) answered by a local station; (2) answered by an attendant; (3) routed to a recorded announcement; or (4) routed elsewhere by the switching system.
- 2.5.9 The software used to provide Teligent's services is proprietary and the Customer shall protect such software.
- 2.5.10 The Customer may not assign or transfer any of its rights or services ordered without the prior written consent of Teligent. Teligent may assign any service orders to its parent company or any affiliate. Teligent will notify Customers of any such assignment.
- 2.5.11 Except for the gross negligence or willful misconduct of the premises or property owner, the customer shall not hold or seek to hold the premises or property owner liable for damages arising out of the provision of Teligent services.

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Business Customer Local Exchange Services Tariff

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2.6. Application for Service

- 2.6.1. Applicants wishing to obtain service may apply for service orally with Teligent or pursuant to a completed and signed written service order.
- 2.6.2. An Application for service may be changed by the Customer upon written notice to Teligent, subject to acceptance and confirmation by Teligent, provided that a charge will apply to any change when Teligent receives the request after notification by Teligent of the acceptance and confirmation. Such charge shall be the sum of the charges and costs for access facilities and other services and features and the lesser of (i) the monthly recurring rate for each service component that has been canceled as a result of the change times the appropriate minimum service period, plus the applicable installation or non-recurring charges, and (ii) the costs incurred by Teligent in accommodating each change, less net salvage. The costs incurred by Teligent will include the direct and indirect cost of facilities specifically provided or used, the costs of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.
- 2.6.3. Where the Customer or applicant cancels an Application for service prior to the start of installation of service, or prior to the start of special construction, no charge applies. Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by Teligent shall apply, but in no case shall such charge exceed the charge for the minimum period of the service ordered, including applicable installation charges, if any. The costs incurred by Teligent will include the direct and indirect costs of facilities specifically provided or used; the cost of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort. If Teligent should assume a termination liability or other obligation for an access facility, that liability or obligation shall be the responsibility of the Customer.

2.7. Establishing Credit, Deposits and Advance Payments

- 2.7.1. Each applicant for service will be required to establish credit. Any applicant whose credit has not been duly established to the sole and exclusive satisfaction of Teligent may be required to make an advance payment and/or make a deposit to be held as a guarantee of payment of charges at the time of application. Customers qualifying for service reconnection under section 15 of the Commission's Administrative Regulations may be exempt from having to make an advance payment and/or a deposit.

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Business Customer Local Exchange Services Tariff

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2.7.1.A In order to establish credit, Teligent may require an applicant to demonstrate good paying habits by showing that the applicant:

1. Was a Customer of a Missouri Utility for at least twelve (12) months within the preceding two (2) years;
2. Does not currently owe any outstanding bills for utility service to a Utility doing business in Missouri;
3. Did not have service discontinued for nonpayment of a utility bill during the last twelve (12) months that service was provided; and
4. Did not fail, on more than two (2) occasions during the last twelve (12) months that service was provided, to pay a utility bill when it became due.

2.7.1.B In addition to the requirements in 2.7.1.A above, Teligent may require an applicant to satisfy one of the following in order to establish credit:

1. Show that the applicant has been actively engaging in its current business as a proprietorship, partnership, or corporation for a period of at least four (4) years;
2. Show that the applicant has made payment on credit accounts when due; and
3. Determination of credit worthiness shall be based upon information supplied through normal business credit reporting agencies, acceptable current financial statement, or other established accounts maintained in a satisfactory manner.

2.7.1.C The deposit will not exceed an amount equal to:

1. An amount in excess of two (2) consecutive billing periods, or 90 days, whichever is less, or as may be reasonably required by Teligent in cases involving service for short periods or special occasions; or
2. One half (1/2) of the estimated charge for the minimum payment for a service or facility that has a minimum payment period of more than one (1) month; except that the deposit may include an additional amount in the event that a termination charge is applicable. In addition, Teligent shall be entitled to require that such an applicant or Customer pay all its bills in cash or the equivalent of cash.

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Business Customer Local Exchange Services Tariff

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- 2.7.2. Service may be discontinued for failure to furnish a suitable deposit, when conditions appear to require the Telephone Company to have such credit protection. If a deposit is requested, the customer may be required to pay the deposit within 10 days after issuance of written notice of termination and requested deposit, or, in lieu of the deposit, the Customer may elect to pay the current usage within 10 days after issuance of written notice of termination and requested deposit.
- 2.7.3. When making applications for service, the applicant may be required to pay at the time the application is accepted, the service connection charge, if applicable, and the first month's charges for exchange service, excluding charges for local messages in excess of the monthly guarantee. This provision will not be applied if a deposit is collected. In all cases, the regular monthly charges for service are payable as specified in this tariff. The provisions of this paragraph affect the initial payment only and not the subsequent billing and collecting practices as elsewhere provided in this tariff.
- 2.7.4. The amount of the advance payment (not including the service connection charge) is credited to the Customer's account and applied against any indebtedness under the contract.
- 2.7.5. Teligent will pay an interest rate on deposits which is equal to a rate of one per cent (1%) above the prime lending rate as published in the *Wall Street Journal* for the last business day of September. This rate will be adjusted annually October 1 of each year.

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Issued: March 17, 2000

Issued By:  
Terri B. Natoli  
Vice President - Law and Regulatory  
Teligent Services, Inc.  
8065 Leesburg Pike, Suite 400  
Vienna, Virginia 22182

Effective: May 1, 2000

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Business Customer Local Exchange Services Tariff

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- 2.7.6 An applicant for service, or a present customer, may satisfy a deposit requirement by providing a Contract of Guaranty in an amount not less than the requested deposit, from a present customer acceptable to Teligent. The guaranty contract shall be on a form provided by Teligent which shall include Teligent's right to transfer charges from a defaulted bill to the customer, from whom a deposit or a Contract of Guaranty was required, to the Guarantor's account or accounts and the further right to suspend the Guarantor's service, Payments for Service, of this tariff. Unless otherwise agreed to by the guarantor, the guarantee shall be for the amount of deposit Teligent would normally seek on the applicant's account.
- 2.7.7 The fact that a deposit has been made or a Guaranty provided, shall in no way relieve the Customer from complying with Teligent's regulations as to the prompt payment of bills, nor constitute a waiver or modification of the regular practices of Teligent providing for the temporary suspension of service or the termination of the service contract for nonpayment of bills.
- 2.7.8 When the customer has paid bills for service for 24 billings without having service disconnected for nonpayment of bill and without having more than two occasions in which a bill was delinquent, and when the customer is not delinquent in the payment of the current bills, Teligent shall promptly and automatically refund the deposit plus accrued interest to the customer in the form of cash or credit to a customer's bill, or void the contract of guaranty or any related document and return such document(s) to the guarantor.
- 2.7.9 Teligent will keep records of deposits as follows:
1. the name and address of each depositor;
  2. the amount and date of deposit; and
  3. each transaction concerning the deposit.
- 2.7.10 Teligent will issue a receipt of deposit to each depositor and will provide an appropriate means to establish claim if the receipt is lost. Teligent will make a reasonable effort to return unclaimed deposits and will retain a record of such deposits for a minimum of four years.

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Business Customer Local Exchange Services Tariff

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- 2.7.11 If an applicant or customer, seeking to establish or reestablish credit under the provisions of these regulations, is dissatisfied with Teligent's decision regarding establishment of service or disputes a bill, Teligent shall direct its personnel to inform the applicant or customer, of the right to have a supervisor review the decision by contacting Teligent at the address shown below. A complaint may be submitted either verbally or in writing to the following:

Vice President - Law and Regulatory  
Teligent Services, Inc.  
8065 Leesburg Pike, Suite 400  
Vienna, VA 22182  
1-888-411-1175

- 2.7.12 If an applicant or Customer, seeking to establish or reestablish credit under the provision of this tariff, is dissatisfied with Teligent's decision regarding establishment of service, the applicant or Customer has the option to pursue the matter with the Missouri Public Service Commission. A complaint may be submitted either verbally or in writing to the following:

Missouri Public Service Commission  
301 West High Street  
Fifth Floor  
Jefferson City, Missouri 65101  
(800) 392-4211

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Business Customer Local Exchange Services Tariff

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2.8. Payment of Charges

2.8.1 Teligent shall present invoices for recurring charges monthly to the Business Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable as specified on the bill. Two methods of providing Business Customers with billing detail and invoices are available. A Business Customer must elect one of the billing methods at the time they sign up for service. Teligent offers the following types of billing methods:

2.8.1.A Electronic Billing – Teligent offers its Business Customers the option to obtain their bills electronically, via the Internet. The electronic bill will contain all required call detail information as required by Commission rules.

1. Business Customers will receive, via electronic mail (Email), a remittance page that will summarize the total charges due, and serve as a reminder that the current month's detailed bill is available for viewing.
2. A Business Customer electing electronic billing will not receive a paper bill. At any time, the Business Customer may call Teligent's Customer Service Department at 1-888-411-1175 to request a paper copy of their bill.
2. Business Customer's wishing to discontinue taking electronic billing shall notify Teligent and Teligent will, without penalty, provide paper billing as set forth below.

2.8.1.B Paper Billing – Business Customer's electing not to receive electronic billing will receive a detailed paper copy of their bill, via United States Postal Service.

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Business Customer Local Exchange Services Tariff

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- 2.8.2. When billing is based on customer usage, charges will be billed monthly for the usage in preceding billing periods. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days. The Customer will be billed for all accrued usage beginning immediately upon access to the service. The rates charged to a Customer for usage charges will be the rates in effect on the first day of the Customer's billing cycle.
- 2.8.3. Bills are due and payable as specified on the bill, the due date will not be less than twenty-one (21) days after the date of the postmark on the bill. The Customer's first bill may be issued up to ninety (90) days after the date of installation.
- 2.8.4. Bills may be paid by mail or in person at the business office of Teligent or an agency authorized to receive such payment. All charges for service are payable only in United States funds. Payment may be made by cash, check, money order, cashier's check, or electronic funds transfer. Customer payments are considered prompt when received by Teligent or its agent by the due date on the bill. If the Customer remits to Teligent on more than one occasion during a twelve (12) month period a check, draft, or other instrument that is dishonored, Teligent may refuse acceptance of future checks and place the Customer on a "cash basis," pursuant to which Teligent has the right to refuse acceptance of anything as payment other than United States currency, United States Postal Service money orders, or cashier's check.
- 2.8.5. If Teligent does not receive any portion of the payment, or if Teligent receives any portion of the payment in funds that are not immediately available, by the due date, then a late payment penalty shall be due to Teligent. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by the one and one half percent (1.5%) late charge. Unpaid amounts are subject to a late fee every subsequent due date to the extent the amount remains unpaid.
- 2.8.6. Teligent may assess up to twenty dollars (\$20.00), or five percent of the amount of the check, whichever ever is greater, for each check returned for insufficient funds.

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Business Customer Local Exchange Services Tariff

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- 2.8.7. Any disputed charge may be brought to Teligent's attention by verbal or written notification. In the case of a billing dispute between the Customer and Teligent that cannot be settled to their mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection. The Customer may request an in depth investigation into the disputed amount and a review by a Teligent manager. During the period that the disputed amount is under investigation, but in no event to exceed 60 days, Teligent shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, Teligent may discontinue service. In the event the dispute is not resolved, Teligent shall inform the customer that the customer has the option to pursue the matter with the Commission. If there is still a disagreement after investigation and review by Teligent supervisory personnel, the Customer has the option to pursue the matter with the Commission. A complaint may be submitted either verbally or in writing to the following:

Missouri Public Service Commission  
301 West High Street  
Fifth Floor  
Jefferson City, Missouri 65101  
(800) 392-4211

or

Office of Public Counsel  
301 West High Street  
Fifth Floor  
Jefferson City, Missouri 65101  
(800) 392-4211

- 2.8.8. All requests for call credits due to bad connection, disconnection, wrong number dialed, etc. shall be made through Teligent's business office. Carrier will make no refund of overpayments unless the claim for such, together with proper evidence is submitted within one (1) year from the date of alleged overpayment. In calculating refunds, usage discounts will be adjusted based on total usage after all credits or adjustments have been applied. In the event of a billing error resulting in an overbilling or overcharge to its Customers, Teligent may refund the amount overbilled or overcharged, with interest from the date of overpayments, by means of a pro-rata credit to the account of all existing Customers on a date certain, or by check if the account is final, or if so request by the Customer. The rate of interest shall be the rate paid on deposits as specified herein.

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Business Customer Local Exchange Services Tariff

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- 2.8.9. Teligent will charge a processing fee to a Customer who requests a copy of a bill that has already been issued to the Customer, unless the Customer informs Teligent within thirty (30) days of the issuance of the bill that the original bill was not received. If a Customer or the Customer's representative thereafter requests additional copies of bills the following fees will be charged:

Bills dated within 90 days prior to receipt of the request	\$5 per bill, plus \$0.25 for each telephone number reflected on bill over five numbers
Bills dated more than 90 days but less than twelve months previously	\$10 per bill, plus \$0.25 for each telephone number reflected on bill over five numbers
Bills dated more than 12 months but less than 48 months previously	\$50 per bill, plus \$0.25 for each telephone numbers reflected on bill over five numbers

Teligent shall charge a processing fee to any party that subpoenas or otherwise lawfully seeks to compel the provision of a copy or copies of a bill(s) in connection with any lawful investigation or lawsuit.

Teligent will not provide a copy of a bill that is over four (4) years old.

- 2.8.10 If billing for Teligent's services are found to differ from Teligent's tariffed rates, or if Teligent fails to bill the customer for such services, Teligent will calculate a billing adjustment. If an underbilling is for \$25 or more, Teligent will offer the customer an installment payment arrangement option for the same length of time as that of the underbilling. If the customer is due a refund, an adjustment shall be made for the entire period of the overcharges. If Teligent adjusts an overcharge within three billing cycles of the bill in error, interest is not applicable. However, if Teligent does not adjust an overcharge within three billing cycles of the bill in error, interest, to be compounded annually, shall be applied to the amount of the overcharge in accordance with State and Public Utility Commission rules.

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Business Customer Local Exchange Services Tariff

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- 2.8.11 Any applicant or one for whom an application is made, owning Teligent for service furnished under a former contract, shall pay or make satisfactory arrangements for paying any bill outstanding and unpaid for such service, before any additional service will be furnished. In accordance with State and Public Utility Commission rules, Teligent will provide proof of past indebtedness, which includes copies of billing records and related documentation, verification of tariffed rates used and documentation of all other elements of any bill required to be paid as a condition of service restoration.

2.9. Interruption of Service

- 2.9.1. A credit allowance will be issued to the Customer for the interruption of service that is not due to Teligent's testing or adjusting; an act, omission, or negligence of the Customer; the failure of channels or equipment provided by the Customer; or electric power failure where the Customer furnishes such electric power. Interruptions of service are subject to the general liability provisions set forth herein. It shall be the obligation of the Customer to notify Teligent immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer or end user shall ascertain that the trouble is not being caused by any action, omission, or negligence by the Customer within his or her control; electric power failure where the Customer furnishes such electric power; or wiring or equipment, if any, furnished by the Customer and connected to Teligent's facilities.
- 2.9.2. The Customer shall be credited for an interruption of 12 hours or more. The amount of the credit will be the greater of 1/30th of the monthly charge for the facilities affected or 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues. For purposes of credit computation, every month shall be considered to have 720 hours.

Credit Formula:

$$\text{Credit} = A/720 \times B$$

"A" - outage time in hours  
"B" - total monthly charge for affected facility

- 2.9.3. The credit will appear on the subsequent bill for service. A check in the amount of the credit will be issued if the interruption occurs during the Customer's final billing cycle and the Customer's final bill shows no amount owed.

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Business Customer Local Exchange Services Tariff

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2.10. Restoration of Service

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

2.11. Disconnection of Service by the Customer

2.11.1. By giving advance written notice, the Customer may disconnect service at any time following its minimum service requirement(s).

2.11.2. Teligent will have up to 30 days to complete disconnect. The Customer will be responsible for all charges for 30 days or until disconnect is effected whichever is sooner. This 30-day period will begin upon receipt of the written notification from the Customer. However, in the event that the Customer continues to utilize Teligent's services beyond the date upon which the services are to be disconnected, the Customer will be liable for the usage charges incurred.

2.11.3. For non-usage sensitive charges, Customers will be liable for the entire monthly recurring charge during the month the Customer's service terminates.

2.11.4. If the Customer disconnects service prior to the end of a term plan, the termination liabilities associated with the term plan will apply.

2.11.5. If the Business Customer is not satisfied with Teligent's services during the first 90 days after service installation, Teligent will pay the installation and activation fees, up to a customer maximum of \$1500, for all services being reconnected to the Business Customer's prior service provider.

2.12. Cancellation for Cause

2.12.1. Teligent, by giving ten (10) days prior written notice to the Customer or applicant, and in accordance with State and Public Utility Commission rules, may immediately cancel the application for or discontinue service without incurring any liability for any of the following reasons:

2.12.1.A. Non-payment of any sum due to Teligent for service for more than 30 days beyond the date of rendition of the bill for such service. In the event Teligent terminates service for nonpayment, the Customer may be liable for all reasonable costs of collection including reasonable court costs, expenses and fees; or

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Business Customer Local Exchange Services Tariff

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- 2.12.1.B. Non-payment of any sum due to Teligent for service for more than 30 days beyond rendition of the bill on any Teligent account regardless of whether the application or service being canceled is related or unrelated to the account or service for which the sum is past due; or
- 2.12.1.C. A violation of or failure to comply with, any regulation of this tariff if the noncompliance is not corrected within that ten (10) day period.
- 2.12.1.D. Teligent confirms that both a phone number and mailing address are no longer valid for the Customer; or
- 2.12.1.E. Teligent is prohibited from furnishing service by order of a court or other government authority having jurisdiction.

The discontinuance of service(s) by Teligent pursuant to this section does not relieve the Customer of any obligation to pay Teligent for changes due and owing for service(s) furnished up to the time of discontinuance.

- 2.12.2. If Teligent terminates service for any cause set forth above and the Customer has subscribed to service under a term plan, the Customer will be charged the termination liability associated with the term plan.
- 2.12.3. Service may also be discontinued if the Customer fails to post the deposit required by the tariff.
- 2.12.4. If service is disconnected for non-payment the Customer may restore service by full payment in any reasonable manner including by personal check. However, Teligent may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, a complete activation fee will apply.
- 2.13. Notice and Communication
- 2.13.1. The Customer shall designate on the Application for service an address to which Teligent shall mail or deliver all notices and other communications except that Teligent may also designate a separate address to which Teligent's bills for service shall be mailed.

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Business Customer Local Exchange Services Tariff

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- 2.13.2. Teligent shall designate on the Application for service an address to which the Customer shall mail or deliver all notices and other communications, except that Teligent may designate a separate address on each bill for service to which the Customer shall mail payment on that bill until designated by Teligent. Until otherwise designated, all notices or other communications required to be given pursuant to this tariff shall be made in writing to Teligent Services, Inc., 8065 Leesburg Pike, Suite 400, Vienna, Virginia 22182 or by calling Teligent's toll-free customer service number 1-800-689-9367.
- 2.13.3. Notices and other communications of either party, and all bills mailed by Teligent, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.13.4. Teligent or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.
- 2.13.5. The Commission's address is:

Missouri Public Service Commission  
301 West High Street  
Fifth Floor  
Jefferson City, Missouri 65101  
(800) 392-4211

2.14. Title to Facilities

Title to all facilities provided by Teligent in accordance with this tariff remains with Teligent. The Customer has no property right in the assigned telephone number and none can be acquired by usage or otherwise. Teligent reserves the right to assign, designate, or change such numbers when reasonably necessary in the conduct of its business. Telephone numbers of Customers who discontinue service may be reassigned 30 days from the date of discontinuance of service.

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Business Customer Local Exchange Services Tariff

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2.15. Taxes and Miscellaneous Charges. Fees

All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this tariff, but shall be listed as separate line items on the customer's bill.

Teligent may adjust its rates or impose additional charges on its customers to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others. Teligent may also adjust its rates or impose additional charges to cover the administrative cost of collecting such charges or paying compensation to other entities. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's services.

All charges, other than taxes and franchise fees, will be submitted to the Commission for approval.

2.16. Access to Telephone Relay Service

When required by the Commission, Teligent will participate in telephone relay service for handicapped or hearing-impaired Customers, and will comply with all regulations and requirements relating thereto. Teligent shall impose any monthly surcharge or any other related charge upon its local exchange Customers as may be required by state law.

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2.17. Special Construction

At the Customer's request, installation and/or maintenance may be performed outside Teligent's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to Teligent will apply. If installation is started during regular business hours, but at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply. Subject to the agreement of Teligent and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable effort basis at the request of the Customer. Special construction is that construction undertaken:

1. Where facilities are not presently available and there is no other requirement for the facilities so constructed.
2. Of a type other than that which Teligent would normally utilize in the furnishing of its services.
3. Over a route other than that which the Teligent would normally utilize in the furnishing of its services.
4. In a quantity greater than that which Teligent would normally construct.
5. On an expedited basis.
6. On a temporary basis until permanent facilities are available.
7. In advance of its normal construction.

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Business Customer Local Exchange Services Tariff

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SECTION 3 – SERVICE DESCRIPTIONS

3.1 General – Business Services consist of the services offered pursuant to this tariff, either individually or in combination. Each service is offered independently of the other and is offered via Teligent's facilities, conventional network elements purchased from other local exchange carriers, or via resale of facilities of other local exchange carriers for the transmission of one-way or two-way communications, unless otherwise noted. Business Services provide a Customer with a connection to Teligent's switching network that enable the Customer to:

1. Receive calls from other stations on the public switched telephone network;
2. Access Teligent's services as set forth in this tariff;
3. Access intrastate, interstate, and international calling services provided by Teligent or another certified common carrier of the Customer's choice;
4. Access (at no additional charge) Teligent's operators and business office for service related assistance;
5. Access toll-free telecommunications services such as 800 NPA; and
6. Access 9-1-1 service for emergency calling.

3.1.1 Service is furnished only for use by the Customer, its guests, employees, and business associates.

3.1.1.A Service is available whenever the use of the service is primarily or substantially of a business, professional, institutional, or otherwise occupational nature, or where the listing required is such as to indicate business use. Business rates are applicable to:

1. Offices, stores, factories, boarding houses, offices of hotels and apartment houses, colleges, public, private, or parochial schools, hospitals, nursing homes, libraries, institutions, churches, and all other establishments of a strictly business nature.
2. Any location where a business designation is provided or when a title indicating a trade, occupation, or profession is listed.
3. Service terminating solely on the answering service facilities of a telephone-answering firm will carry business rate.
4. Residential locations where the Customer has no regular business telephone service and the use of the service, by the Customer, members of the household, or guests, is of a business nature as may be indicated by advertising through newspapers, handbills, billboards, circulars, business cards, or otherwise.

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Business Customer Local Exchange Services Tariff

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3.2 Non-Recurring Service Charges – The following charges are applicable to all services unless otherwise noted.

3.2.1 Service Connection Charges

3.2.1.A Establish Service Order (Per Order) – for the processing of a Customers' request to establish new service.

3.2.1.B Transfer of Service Order – for the relocation of existing service to a different rate demarcation point, building, or property.

3.2.1.C Change Telephone Number – applies to any Customer request that requires Teligent to change the Customer's telephone number.

3.2.1.D Change Class of Service – applies to any Customer request for a change in service class. For example, changes in business line or trunk service.

3.2.1.E Restoration of Service – for the programming of a Customer's request to restore service after service is suspended.

3.3 Local Exchange Service – Service provides a Customer with the ability to originate calls from a Teligent-provided access line to all other stations on the public switched telephone network bearing the designation of any central office exchange and areas included in the Customer's local calling area. Calls to destinations outside the local calling area, but within the same LATA will be charged the intraLATA rates, pursuant to this tariff. Calls to destinations outside the Customer's LATA but within the same state will be charged Interexchange Communications Service rates.

3.3.1 Basis of Call – Local Service is available on a flat basis.

3.3.1.A Flat Basis – Customers are assessed a monthly recurring charge for Business Line Trunk Service, including unlimited local calling.

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Business Customer Local Exchange Services Tariff

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3.3.1.B Minimum Call Completion Rate – A Customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 99% during peak use periods for all Feature Group D services. Charges are not made for uncompleted or unanswered calls.

3.3.2 Local Service Areas

- A. Service Area – Teligent's service area consists of the Principal Zone and Metropolitan Calling Area-1 (MCA-1) of the Kansas City and St. Louis Metropolitan Exchanges as defined in Section 1.5.2 and Section 1.5.3 of Southwestern Bell Telephone Company's Local Exchange Tariff (P.S.C. MO No. 24).
- B. Local Calling Area – Teligent local calling areas for its Missouri customers consists of the geographical area encompassed within the Kansas City and the St. Louis Metropolitan Exchanges (Principal Zones and MCA-1 and MCA-2 Zones) as defined in Section 1.5.2 and Section 1.5.3 of Southwestern Bell Telephone Company's Local Exchange Tariff (P.S.C. MO No. 24).

3.3.3 Monthly Network Access Line Charges – A Customer can access Teligent's network via Business Line or Trunk Service.

3.3.3.A Business Line Service – Service provides a Customer with a single, voice-grade communications channel to the public switched telephone network. Business Lines can terminate at a single line set, key set, fax, modem, or key system. Customers that order Business Line Service pay for usage and Custom Calling Features separately. Customers must initially take a minimum of five (5) Business Lines. There is no minimum order requirement for subsequent purchases.

1. Business Line Customer Calling Features – purchased individually or as a package selected by the Customer.
  - (a) Call Forward – redirects incoming calls to another phone. This service contemplates that normal transmission performance quality cannot be guaranteed for all calls. Calls forwarded are subject to local and long distance message charges. Call Forward is incompatible with Call Waiting.

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Business Customer Local Exchange Services Tariff

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- (i) Call Forward Busy – Incoming calls are redirected to another phone when the called party's Business Line is busy. Calls are forwarded to a 1- to 32- digit phone number within or outside of the Customer's group. The forwarding phone number can either be predetermined or user programmable. The forwarding phone number can only be changed by contacting Teligent Customer Service and requesting a Service Order unless the Customer subscribes to the User Programmable Option.
- (ii) Call Forward No Answer – Incoming calls are redirected to another phone when the called party's Business Line is not answered. If the Customer has selected both Call Forward Busy and Call Forward No Answer, the forwarding phone number does not have to be the same for each. Calls are forwarded to a predetermined 1- to 32- digit phone number within or outside of the Customer's group. The forward phone number can only be changed by contacting Teligent Customer Service and requesting a Service Order, unless the Customer subscribes to the User Programmable Option. The number of rings that will occur prior to the forwarding of the call is established and modified by the Service Order.
- (iii) Call Forward Variable – Incoming calls are immediately redirected to a 1- to 32- digit phone number, which is selected by the Customer, within or outside the Customer's group. The Customer can change the forwarding telephone number at any time by dialing a Feature Access Code.
- (iv) Call Forward Busy/No Answer – Combines the functionality of both Call Forward Busy and Call Forward No Answer.
- (v) Selective Call Forward – Incoming calls from up to eleven (11) preselected numbers are automatically forwarded to another telephone number selected by the Customer. The line can be restored to normal operation at any time.

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Issued By:  
Terri B. Natoli  
Vice President - Law and Regulatory  
Teligent Services, Inc.  
8065 Leesburg Pike, Suite 400  
Vienna, Virginia 22182

Effective: May 1, 2000

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- (vi) Remote Access to Call Forward – Permits the Customer to activate, deactivate, or change the forward telephone number from a remote location. Remote Access to Call Forward is available on either a monthly or per call basis.
- (b) Three Way Call Transfer – allows a Customer to establish a call consisting of up to three participants without the use of an attendant or outside service. When the third party answers, a two-way conversation can be held before adding the original party for a three-way call. The initiator of the call controls the call and all parties will be dropped with the call initiator hangs up. The feature may be used to add a third party to either an outgoing or an incoming call. The activation of Three Way Call Transfer will disable Call Waiting.
- (c) Call Waiting – sends a tone signal while a call is in progress to indicate that a second call is waiting,. By operation of the switchhook, the host call will be placed on hold so that the waiting call can be answered. Operation of the switchhook permits passage back and forth between the two calls, but a three-way conference cannot be established. The activation of Call Waiting will disable Three Way Call Transfer. Call Waiting takes precedence over Call Forward Busy. Call Waiting and Hunting are not compatible. Calls in call wait status that are ignored by the called party are not forwarded if the Business Line has the Call Forward No Answer feature. Call Waiting can be canceled either before making a particular call or while on a particular call.

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(d) Caller ID

Caller ID is one of the products that Teligent will offer. This feature enables the customer to view on a display unit the Calling Party Directory Name and/or Number (CPN) on incoming telephone calls.

When Caller ID is activated on a customer's line, the CPN of incoming calls are displayed on the called CPE during the first long silent interval of the ringing cycle.

Per line blocking for the blocking of CPN will be available upon request, at no charge, only to the following entities for lines over which the official business of the agency is conducted, including those at the residences of *employees/volunteers, where an executive officer of the agency registers a need for blocking and provides the required certification to Teligent: A private, nonprofit, tax exempt, domestic violence intervention agencies, and federal, state, and local law enforcement agencies.* The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but can be deactivated by the customer by dialing an access code immediately prior to placing a call.

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A customer may prevent the delivery of their calling name and or number to the called party by dialing an access code prior to placing a call. The access code will activate per call blocking which is available at no charge.

If the calling party activates blocking, the CPN will not be transmitted across the line to the called party. Instead, Calling Line Identification customers will receive an anonymous indicator. This anonymous indicator notifies the Caller ID customer that the calling party has elected to block the delivery of their name and telephone number. The blocking of CPN will not be provided on calls originating from customer-owned pay telephone service. If the Caller ID customer also subscribes to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising the caller that the called party will not accept calls whose CPN has been blocked.

Any customer subscribing to Caller ID will be responsible for the provision of a display device that will be located on the customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the customer. Teligent assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator handled calls.

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- (e) Hunting – is a combination of two or more Business Lines connected to the central office so that incoming calls overflow to the next available Business Line if the dialed Business Line is busy. A hunt group can consist of up to sixteen (16) Business Lines, however, optimal service is obtained when between five (5) and fifteen (15) Business Lines are grouped together. Call Waiting cannot be a defined feature for a Business Line in a circular hunt group, however, Call Waiting can be configured for the last Business Line in a sequential hunt group. A hunt group of Business Lines can only be assigned one type of Hunting. There are two types of Hunting:
  - (i) Circular – all Business Lines will be checked for an available line. Call Forward Busy cannot be a defined feature for a Business Line in a Circular serial hunt group.
  - (ii) Sequential – only Business Lines with numbers in the hunt sequence following the dialed number will be checked for an available line.
- (f) Call Pick-Up – allows a Customer to pick up a ringing phone that is within a pre-defined Call Pick-Up group of phones by dialing a Feature Access Code. Call Pick-Up cannot pick up calls that are call waiting.
- (g) Distinctive Ringing – allows a Customer to have up to four (4) separate phone numbers, one primary and three secondary, assigned to a single Business Line. Each phone number will provide a distinctive ring on incoming calls to allow for identification of the incoming call. A distinctive call waiting tone for each telephone number will be provided, where facilities permit, to Customers also subscribing to Call Waiting. Distinctive Ringing is incompatible with Hunting.

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- (h) Call Rejection – allows calls from up to eleven (11) pre-specified telephone numbers to be rejected or blocked. Callers from the pre-specified telephone numbers will receive an announcement that the called party is not accepting calls. For calls from a line within a multi-line-hunting group, the call will be blocked only when the main telephone number is included as one of the pre-specified telephone numbers.

(i) Call Trace

Customers, situated in an area also served by SWBT, receiving annoying or anonymous calls may request (1) a telephone number change, which will be provided at no charge by Teligent or (2) the capability to utilize Call Trace on a per activation basis, as needed. Call Trace allows the customer to dial an access code to automatically request that the following information be recorded:

- a. The originating telephone number
- b. The date and time of the call
- c. The date and time call trace was activated

When Call Trace successfully identifies a calling number, a recording instructs the customer to call a toll-free number, which will activate a Voice Response Script and assist the customer in establishing an open file. Should the customer decide to prosecute the call originating party, the customer should contact Teligent for further instructions. Activation of Call Trace never authorizes Teligent to provide the called party with the name or telephone number of the calling party. In the event

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- (j) Priority Ringing – differentiates incoming calls from up to eleven (11) preselected telephone numbers by signaling with a distinctive ringing pattern. If Call Waiting is also subscribed to, a distinctive tone is heard for the selected set of numbers. The distinctive ring/tone that identifies the numbers on the Priority Ringer List is the same for all the numbers on the list.
- (k) Anonymous Call Rejection – allows a Customer, with or without Caller ID, to reject calls for which calling name/number display information has been intentionally blocked. If this feature is assigned to the main number of the hunt group, then the rejected incoming call will continue to hunt rather than be completely rejected.
- (l) Speed Call – an arrangement which provides for the calling of a telecommunications network telephone number by dialing an abbreviated code. Two arrangements are available:
  - (i) Speed Call 8 – Consists of a maximum of eight (8) stored numbers that can be dialed by entering an \* and 1-digit code, which can be from 2 to 9.
  - (ii) Speed Call 30 – Consists of a maximum of thirty (30) stored numbers that can be dialed by entering an \* and 2-digit code, which can be from 20 to 49. The Speed Call 30 codes cannot conflict with any other Feature Access Codes.

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- (m) Repeat Dialing – allows calls to be automatically redialed when the first attempt reaches a busy number or is not answered. The line is checked every forty-five (45) seconds for up to thirty (30) minutes and alerts the originating telephone line with a distinctive ringing pattern when the busy number and the originating line are free. Calls may continue to be made and received while the feature is activated.
- (n) Return Call – allows a Customer to automatically redial the last incoming call, whether answered or not.
- (o) Touch-Tone – provides for the origination of calls using tone-type address signaling.

### 3.3.4 Dialing Restriction

3.3.4.A 900/976 – Teligent will block calls to 900/976 numbers unless the Customer requests that these calls be completed. Teligent will unblock 900/976 calls free of charge.

3.3.4.B Class of Service – Customers may select a Class of Service for each Business Line and Trunk. The Class of Service will determine the calls that are blocked from each Business Line or Trunk. Teligent offers nine (9) Class of Service categories as follows:

1. UNREST – Unrestricted. No calls are blocked.
2. NO900 – No calls, except those to 900/976 numbers are blocked. This is Teligent's default setting.
3. 911611 – Only allows calls to 911 and 611.
4. CARD – Only allows calls to 911, 611, 1-800/888/877, 950, 0-, 0+, and 0+0.
5. LOCAL – Only allows local and intraLATA toll calls, and calls to 911, 611, 1-800/888/877, 950, 0-, 0+, and 0+0.
6. NOTOLL – Only allows local calls, and calls to 911, 611, 1-800/888/877, 950, 0-, 0+, and 0+0.
7. NOINTL – Allows all call types except international (011+ and 01+).
8. LOCLDA – Only allows local calls, 911, 611, 1-800/888/877, 950, 0-, 0+, 0+0, and 411/555-1212/NPA-555-1212.
9. NODA – Allows all calls except 411/555-1212/NPA-555-1212.

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3.3.5 Trunk Service – Service provides a Customer with a voice-grade communications connection to the public switched telephone network.

3.3.5.A Trunk Types – The following Trunk types are available:

1. Analog Trunk – Provides the Customer with a single, voice-grade telephonic communications channel for connection of Customer-provided PBXs to the public switched telephone network. Customers must initially take a minimum of five (5) trunks. There is no minimum order requirement for subsequent purchase.
2. Digital Trunk – Provides the Customer with a DS1 circuit that can carry 1.544 Mbps of traffic. The Digital Trunk is time division multiplexed into 24 channels, which can be individually provisioned for a DID or Two-Way DID services. Digital Trunks are only available in whole units. DID and Two-Way DID channel charges apply per channel, and are in addition to the basic Digital Trunk rate.

3.3.5.B Provision of Trunks – Trunks can be provided as follows:

1. Basic – The connection can be used to carry inbound, outbound, and two-way traffic.
2. Direct Inward Dialing (DID) – DID service allows inbound traffic to directly access a particular station without going through an attendant. DID Trunks transmit the dialed digits for all incoming calls, allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. DID Trunks are furnished where operating conditions and the availability of facilities exist. Customers who purchase DID and Two-Way DID services are required to purchase DID Number Blocks.

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3. Two-Way DID – Two-Way DID service allows both inbound and outbound traffic between an outside call and a particular station without going through an attendant. Two-Way DID Trunks transmit the dialed digits for all incoming calls, allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Two-Way DID Trunks are furnished where operating conditions and the availability of facilities exist. Customers who purchase DID and Two-Way DID services are required to purchase DID Number Blocks.
4. Trunk Customer Calling Features – The following Customer Calling Features are available with Trunk Service.
  - a. Hunting – A combination of two (2) or more Trunks connected to the central office so that incoming calls overflow to the next available Trunk if the dialed number is busy. A hunt group can consist of up to sixteen (16) Trunks. There are types for Serial:
    - (i) Circular – All Trunks will be checked for an available line. Call Forward Busy cannot be a defined feature for a Trunk in a circular serial hunt group.
    - (ii) Sequential – Only Trunks with numbers after the dialed number will be checked for an available line.
  - b. Multi-Line Hunting – A combination of two (2) or more Trunks connected to the central office so that incoming calls overflow to the next available Trunk if the dialed number is busy. A hunt group can consist of up to sixteen (16) Trunks. Multi-Line Hunting requires that only one phone number be assigned to the multiple trunks in a hunt group. The only option of Multi-Line Hunting is sequential since the number dialed is linked to the first trunk in the hunt group.

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- c. Call Forward No Answer – Incoming calls are redirected to another phone when the called party's Business Line is not answered. If the Customer has selected both Call Forward Busy and Call Forward No Answer, the forwarding phone number does not have to be the same for each. Calls are forwarded to a predetermined 1- to 32- digit phone number within or outside of the Customer's group.

3.3.6 Monthly Subscriber Line Charge – A Monthly Subscriber Line Charge applies to all services.

3.3.7 Directory Services

- 3.3.7.A Directory Assistance – allows Customers and Users of Teligent's services (excluding 800 services) to obtain Directory Assistance in determining telephone numbers within Missouri by calling the Directory Assistance Operator. Calls to Directory Assistance can be either direct dialed by the Customer or End User by dialing 4-1-1, or placed by a Teligent operator.

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1. Directory Assistance Charges – Charges apply for all requests for which Teligent's facilities are used. A maximum of two requested telephone numbers is permitted per Directory Assistance call. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.
  - a. A Directory Assistance call charged to a calling card or to a third number will be billed the appropriate operator charge, as specified in this tariff, plus the charge for Directory Assistance.
  - b. A credit will be given for calls to Directory Assistance when:
    - (i) The Customer experiences poor transmission or is cut-off during the call.
    - (ii) The Customer is given an incorrect telephone number, or the Customer inadvertently misdials an incorrect Directory Assistance.
  - c. To receive a credit, the Customer must notify the Teligent operator or Business Office of the problem experienced.
  - d. The Customer will not be charged in the following circumstances:
    - (i) To reach the called Directory Assistance Service number when attempts by the Customer to direct dial such a call cannot be completed.
    - (ii) Charges for Directory Assistance are not applicable to calls placed to the Directory Assistance Service attendant from hospital services; or, to calls placed to the Directory Assistance Service attendant from telephones where the Customer has been affirmed in writing as unable to use a Teligent provided directory because of a visual, physical, or reading handicap, including calls made by such handicapped persons from their place of employment.

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2. Call Complete – Customers have the ability to have the number requested from Directory Assistance to be automatically dialed.
  - a. Calls automatically completed using Call Complete are subject to a surcharge and any other applicable rates for the call. The Call Complete surcharge is applied only to completed calls.
- 3.3.7.B Telephone Directory Service – Teligent, in contract with the Incumbent Local Exchange Carrier (ILEC), will provide telephone directory services to its Customers. Directory Service is composed of alphabetical and street address directories.
  1. Primary Phone Number Listing – Each Customer can list its primary phone number free of charge. Teligent will provide a Primary Phone Number Listing that will entitle the Customer to a listing in the 411/Directory Assistance database, White Pages, and Yellow Pages that are specific to the ILEC area in which the Customer's phone number is located. The listing will consist of a straight-line listing consisting of the Customer's name, business address, and primary phone number.
  2. The Customer may request listed, non-listed, or non-published listing services from Teligent.
    - a. Listed – The phone number is listed in the 411 database, the White Pages, and the Yellow Pages.
    - b. Non-Listed – The phone number is listed in the 411 database only.
    - c. Non-Published – The phone number is not listed in the 411 database, or in the White Pages or Yellow Pages.
  3. Gold/Vanity Numbers – Customers can request a special or particular telephone number. For example, one ending in "00" or "0".

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3.3.8 Operated Assisted Services

3.3.8.A Operator Handled Calling – Operator Handled Calling Service is provided to Customers and Users of Teligent's calling services. Teligent's Operator Services are supplied by a third party and provided to the customer under Teligent's name.

1. Charge Details

- a. Teligent will not bill for incomplete calls where answer supervision is available. Teligent will not bill for incomplete calls and will remove any charges for incomplete calls upon (I) subscriber notification, or (ii) Teligent's knowledge.
- b. The caller and billed party, if different from the caller, will be advised that Teligent is the operator service provider at the time of the initial contact.
- c. Rate quotes will be given upon request, at no charge, including all rate components and any additional charges.
- d. Only tariffed rates approved by the Commission for Teligent shall appear on any local exchange telephone company (LEC) billings.
- e. Teligent will employ reasonable calling card verification procedures, acceptable to the telephone company issuing the calling card.
- f. Teligent will route all 0- or 00- emergency calls in the quickest possible manner to the appropriate local emergency service provider, at no charge.
- g. Upon request, Teligent will transfer calls to other authorized interexchange companies or to the LEC, if billing can list the caller's actual origination point.
- h. Teligent will refuse operator services to traffic aggregators that block access to other companies.
- i. Teligent will assure that traffic aggregators will post and display information including: (1) that Teligent is the operator service provider; (2) detailed complaint procedures; and (3) instructions informing the caller on procedures to reach the LEC operator and other authorized interexchange companies.

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3.3.8.B Operator Service Charges

In addition to charges that would otherwise apply pursuant to other sections of this tariff, each operator call will be assessed a charge(s) as set forth within. Calls can be billed collect, to the end user's calling card, or to a third party as described below.

1. Collect Calls – Calls where the called person agrees to pay for the call. Teligent offers two types of collect calls. A Customer can request, free of charge, that collect calls not be billed to their Business Lines or Trunks.
  - a. Person-to-Person – Calls completed with the assistance of a Teligent operator to a particular person, station, department, or PBX extension specified by the calling party.
  - b. Station-to-Station – Operator assisted calls other than Person-to-Person. Calls may be dialed with or without assistance of Teligent's operator. Collect calls to coin telephones and transfers of charges to third telephones that are coin telephones will not be accepted.
2. Third Party Billed Cards – Calls where the Customer requests that the phone call be charged to a third party's phone number. If the originating caller is calling from a payphone, the third party number is called. The third party has to answer the phone and accept the charges before the operator completes the call. A Teligent Customer can request, free of charge, that the third party calls not be billed to their Business Lines or Trunks.

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3.3.8.B Busy Line Verification and Line Interrupt Service – Upon request of a calling party, the Company will verify a busy condition on a called line.

1. The operator will determine if the line is clear or in use, and report to the calling party.
2. The operator will interrupt the call on the called line only if the calling party indicates an emergency.
3. A charge will apply when:
  - a. The operator verifies that the line is busy.
  - b. The operator verifies that the line is available for incoming calls.
  - c. The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.
4. No charge will apply when:
  - a. When the calling party advises that the call is to or from an official public emergency agency.
  - b. Under conditions other than those specified within, preceding.
5. Charges for verification and interruption may be billed to a third number or a Teligent issued calling card.
6. Busy Line Verification and Line Interrupt Service is furnished where and to the extent that facilities permit. The Customer shall indemnify and save Teligent harmless against all claims that may arise from either party to the interrupted call or any person.

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3.3.9 Universal Emergency Number Service (911)

- 3.3.9.A Teligent is obligated to supply the E-911 service provider in the Company's service area (the E-911 service provider) with information necessary to update the E-911 database at the time Teligent receives customer orders.
- 3.3.9.B At the time Teligent provides basic local service to a customer by means of its own facilities, or over any other exclusively owned facility, Teligent will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911.
- 3.3.9.C Teligent will be obligated to provide facilities to route calls from the end users to the proper PSAP. Teligent recognizes the authority of the E-911 customer to establish service specifications and grant final approval or denial of service configurations offered by Teligent.
- 3.3.9.D Teligent will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to RSMo. 190-310.

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3.3.10 Individual Case Basis (ICB) Arrangements

Rates for Dedicated Access and Private Lines will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover Teligent's cost of providing the services and will be made available to customers in a non-discriminatory manner. Terms of specific ICB contracts will be made available to the Missouri Public Service Commission staff upon request on a proprietary basis. ICB rates are not offered for switched access service.

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3.4 Number Portability Service

Number Portability Service applies to an interconnection arrangement between Teligent and the connecting company. This service enable the connecting company to provide basic local exchange service within the State of Missouri to a given customer(s) that wish to retain their telephone number(s), assigned by Teligent. The connecting company may choose from two options:

A. Direct Inward Dialing

Direct Inward Dialing (DID) option for number portability is a service which permits incoming dialed calls to a telephone number, assigned to Teligent, to be forwarded to a connecting company end office over Direct Inward Dial (DID) facilities. Teligent will deliver the called number to the connecting company via the connecting company-provided trunk for call completion.

B. Remote Call Forwarding

Remote Call Forwarding (RCF) option for number portability is a service which permits incoming dialed calls to a telephone number, assigned to Teligent, to be forwarded to a connecting company end office, utilizing a call forwarding of Teligent's end office switch.

3.4.1 Rules and Regulations

Number portability and facilities will only be provided, where technically feasible, subject to the availability of facilities and may only be furnished from properly equipped central offices. Number portability services and facilities are not offered for Teligent's coin telephone service.

When the exchange service offering(s) associated with number portability services are provisioned using remote switch(es), number portability service is available from host central offices.

3.5 Customer Requested Service Suspensions

At the customer's request, Teligent will, for thirty (30) days, provide the customer with an intercept recording referring callers to another number. This service is available to customers at no charge, for the first thirty (30) days.

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SECTION 4 – TELIGENT PRICING SCHEDULE4.1 Teligent Standard Pricing Plan4.1.1 Non-Recurring Service Charges - Non-recurring charges are applicable to all services unless otherwise noted as follows:

Establish Service Order (per order)	\$0.00
Transfer of Service Order (per transfer per line)	\$0.00
Change Class of Service	\$0.00
Change Telephone Number	\$0.00
Restoration of Service	\$0.00

4.1.2 Business Line Service4.1.2.A Monthly Rates

<u>Basic Business Line</u>	<u>Monthly Recurring</u>
Monthly Recurring Charge	\$25.00
Nonrecurring Charge	\$0.00
Local Usage Charge	\$0.00 per minute

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4.1.3 Trunk Service4.1.3.A Analog TrunksMonthly Recurring

Basic	\$25.00
DID	\$87.00
Two-Way DID	\$98.00

4.1.3.B Digital Trunks – Kansas CityMonthly Recurring

Basic (per trunk)	\$704.00
DID Channel Charge (per channel)	\$11.00
Two-Way DID Per Channel Charge	\$21.00

4.1.3.C Digital Trunks – St. LouisMonthly Recurring

Basic (per trunk)	\$704.00
DID Channel Charge (per channel)	\$11.00
Two-Way DID Per Channel Charge	\$21.00

4.1.3.D Trunk Custom Calling Features – Charges for Trunk Custom Calling Features are the same as the charges for Business Line Customer Calling Features.

4.1.3.E DID Number BlocksMonthly Recurring

Block of 10	\$2.00
Block of 10	\$18.00
Additional Blocks of 10	\$2.00

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Issued By:  
Terri B. Natoli  
Vice President - Law and Regulatory  
Teligent Services, Inc.  
8065 Leesburg Pike, Suite 400  
Vienna, Virginia 22182

Effective: May 1, 2000

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Business Customer Local Exchange Services Tariff

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4.1.4 Custom Calling Features4.1.4.A Service Order Charges

There are no Service Order or Set-Up charges.

4.1.4.B Feature Packages

Charges vary based on the feature package selected.

1. Basic Feature Package \$4.00

Includes a choice of up to 3 of the following Custom Calling Features:

Call Forward (including all Call Forwarding features), Call Pick-Up, Call Rejection, Call Waiting (includes Cancel Call Waiting), 3-Way Calling, Priority Ringing, Distinctive Ringing, Message Waiting Notification, and Speed Call 30

2. Enhanced Feature Package \$7.50

Includes a choice of up to 4 features from the Basic Feature Package, and includes Caller Number Delivery and 3-Way Call Transfer

3. Deluxe Feature Package \$12.00

Includes a choice of up to all features from the Basic and Enhanced Feature Packages above, and includes Caller ID with name and number.

4. Universally Available Custom Calling Features Package

Includes Anonymous Call Rejection, Repeat Dialing, Return Call, Caller ID Delivery Block, and Call Trace.

There is no monthly recurring charge for Universally Available Custom Calling Features.

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Business Customer Local Exchange Services Tariff

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4.1.4.C A La Carte Feature Pricing

- |    |  |        |
|----|--|--------|
| 1. | Per feature price – all basic features<br>(Excludes Caller Number Delivery, Caller ID and 3-Way Call Transfer) | \$1.50 |
| 2. | Caller Number Delivery   | \$4.00 |
| 3. | Caller ID with name and number   | \$5.50 |

4.1.5 Dialing Restrictions Charges

There is no charge to the Customer for Dialing Restrictions

4.1.6 Monthly Subscriber Line Charge

Per Line/Trunk	\$5.00
Per Digital Trunk	\$120.00

4.1.7 Directory Services

4.1.7.A Directory Assistance

First 5 per month (per call)	No Charge
Each Additional (per call)	\$0.40

4.1.7.B Call Complete (charges are in addition to any Directory Assistance Charges)

Each Call	\$0.30
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Business Customer Local Exchange Services Tariff

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4.1.8 Telephone Directory Service Charges

1.	<u>Primary</u>	
	Primary Listing	No Charge
	Each Additional Directory Listing	\$1.25
	Directory Listing – Additional Line	\$1.00
	Alternate Directory Listing	\$1.00
	Published Number	No Charge
	Non-Listed Number	No Charge
	Non-Published Number	No Charge
2.	<u>Foreign</u>	
	Foreign Main Listing	\$1.25
	Foreign Each Additional Directory Listing	\$1.25
	Foreign Directory Listing – Additional Line	\$1.00
	Foreign Alternate Listing	\$1.00

4.1.9 Gold/Vanity Numbers

Monthly Recurring Charge	\$2.00
Non-Recurring Set-Up Charge	\$0.00

4.1.10 Operated Assisted Services4.1.10.A Operated Handled Calling

Station-to-Station	
Sent Paid	No Charge
Collect Call	\$2.10
Bill to 3 <sup>rd</sup> Party	\$2.10
Operator Dialed	No Charge
Person to Person	\$4.50

4.1.10.B Busy Line Verification and Line Interrupt Service

Busy Line Verification	No Charge
Busy Line Verification with Line Interrupt	No Charge

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Business Customer Local Exchange Services Tariff

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SECTION 5 – PROMOTIONS AND DISCOUNTS5.1 General

Teligent may, upon Commission approval, offer customers specific rate incentives during specified promotional periods. Teligent will provide written notice to the Commission at least 7 days prior to the commencement of a promotional program specifying the terms of the promotion, the specific service offered, the location, and the beginning and ending dates of the promotional period.

5.2 Teligent Site Sign-Up Credit

Offering – Teligent's provision of service through its own facilities requires the use of microwave transmit/receive equipment that must be located on the rooftop of the Customer's premises. Teligent's microwave equipment cannot be installed on the rooftop without the consent of the building owner(s) and/or property manager(s). As an incentive to the Customer for its assistance in obtaining necessary access to install Teligent's facilities, including rooftop space for Teligent's equipment, Teligent will issue Customer a Site Sign-up Credit.

Amount of Incentive - All Customers are eligible for a \$1000 Credit. The amount of the credit shall be increased to one of the following levels when it is determined by Teligent that the customer meets at least one of the factors associated with each credit amount.

\$2,500 Credit

1. If the total building square footage is less than 1,500,000 square feet
2. If the number of potential tenants in the building is less than 5.
3. If the number of lines in the building is less than 25.

\$5,000 Credit

1. If the total building square footage is equal to or greater than 1,500,000 square feet, but less than 2,000,000 square feet
2. If the number of potential tenants in the building is equal to or greater than 5, but less than 50.
3. If the number of lines in the building is equal to or greater than 25, but less than 250.

\$10,000 Credit

1. If the total building square footage is equal to or greater than 2,000,000 square feet
2. If the number of potential tenants in the building is equal to or greater than 50.
3. If the number of lines in the building is equal to or greater than 250

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Business Customer Local Exchange Services Tariff

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Conditions - In order to receive the Site Sign-up Credit the following conditions must be met:

1. Customer must be the building owner or property manager of the building where Teligent's equipment is located.
2. Customer must be located in the building where Teligent's equipment is located.
3. Customer must cooperate with Teligent in acquiring the necessary access.
4. In order to receive the \$2500, \$5000 or \$10,000 Site Sign-up Credit, Teligent must enter into at least a three (3) year lease with the building owner and/or property manager for the necessary for access.
5. Teligent's equipment must be installed and properly functioning.

Restrictions

1. Only one Site Sign-up Credit will be issued per building.
2. The Site Sign-up Credit shall not be transferred to another customer, divided or otherwise allocated between multiple customers.
3. A Customer is entitled to only one Site Sign-up Credit for all services it receives. That is, a Customer that receives the Site Sign-up Credit under this tariff cannot also get a Site Sign-up Credit for non-tariffed services (internet) and/or services provided under another state or federal tariff.
4. The Site Sign-up Credit will be in the form of a one time credit, applied to the Customer's first bill. Any unused credit can be carried forward indefinitely until used. If the Customer discontinues taking Teligent's services before the credit is completely applied, however, the remaining credit is forfeited and will not be refunded to the Customer.

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Issued: March 17, 2000

Issued By:  
Terri B. Natoli  
Vice President - Law and Regulatory  
Teligent Services, Inc.  
8065 Leesburg Pike, Suite 400  
Vienna, Virginia 22182

Effective: May 1, 2000

## Carrier Access Services Tariff

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Carrier Access Services Tariff

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TARIFF FORMAT SHEET

- A. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. New pages may occasionally be added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.
2. Page Revisions Numbers. Page Revision Numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page revision on file with the Public Utility Commission of Missouri. For example, the Fourth Revised Page 34 cancels the Third Revised Page 34. Because of deferrals, notice periods, *etc.*, the most current page number on file with the Commission is not always the tariff page in effect. Carriers should consult with check sheet for the page currently in effect.
3. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 1.
  - 1.1
  - 1.1.1
  - 1.1.1.A.
  - 1.1.1.A.1.
  - 1.1.1.A.1.(a)
  - 1.1.1.A.1.(a)(I)
  - 1.1.1.A.1.(a)(I)(i)
  - 1.1.1.A.1.(a)(I)(i)(1)
4. Check List of Effective Pages. When a tariff filing is made with the Public Utility Commission of Missouri, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, *etc.*). Carriers should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.
5. Symbols Used in This Tariff.
- (C) To signify a changed listing, rule, or condition which may affect rates or charges.
  - (D) To signify discontinued material, including listing, rate, rule, or condition.
  - (I) To signify a rate increase.
  - (L) To signify material relocated from or to another part of the tariff with no change in text, rate, rule, or condition.
  - (N) To signify new material including listing, rate, rule, or condition.
  - (R) To signify a rate reduction.
  - (T) To signify a change in wording of text, but no change in rate, rule, or condition.

Carrier Access Services Tariff

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APPLICABILITY OF TARIFF

This tariff applies to intrastate carrier access within the State of Missouri.

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Carrier Access Services Tariff

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SECTION 1 - DEFINITIONS

Access Arrangement - Any equipment or access facility necessary to connect the Carrier's voice/data/video equipment to a Teligent Point-of-Presence for transmission purposes.

Account - Either a Carrier's physical location or individual service represented by a unique account number within the Billing Hierarchy. Multiple Services each with a unique account number may be part of one physical location.

Accounting Code - A multi-digit code that enables a Carrier to allocate charges to its internal accounts.

Access Service Request (ASR) - The Teligent order process that includes technical, billing and other descriptive information provided by the Carrier that allows Teligent to provide requested communications Services for the Carrier. Upon acceptance by Teligent, the ASR becomes a binding contract between the Carrier and Teligent for the provision and acceptance of Services.

Automatic Number Identification (ANI) - The calling telephone number identification that is forwarded to Teligent's network by the Local Exchange Company (LEC) as a call is placed. ANI is provided by the LEC only when Feature Group D interconnections are used to gain access to Teligent's telecommunications service.

Bandwidth - The information-carrying capability of a channel. Analog transmission usually is expressed in kHz or MHz and digital transmission in Kbps and Mbps.

Billing Hierarchy - Allows Carriers to combine multiple accounts and Services into a single billing structure. Carriers can choose whether to have all Services invoiced together, invoiced separately, or in any combination thereof. In addition the Carrier may specify where the invoices are to be sent and who is to receive them. The Carrier can select the data format for their invoice and call detail, microfiche or magnetic tape.

Bit - An abbreviation of binary digit that is the smallest unit of information in a binary notation system.

Business Office - The phrase "business office" means the primary location where the business operations of Teligent are performed and where a copy of Teligent's tariff is made available for public inspection. The address of the business office is 8065 Leesburg Pike, Suite 400, Vienna, VA 22182.

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

Calling Area - A specific geographic area so designated for the purpose of applying a specified rate structure.

Calling Station - The originating point of a call (*i.e.*, the calling number).

Carrier - The person, firm, company, corporation, or other entity, having a communications requirement of its own that is responsible for the payment of charges and for compliance with this tariff.

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Carrier Access Services Tariff

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Carrier Identification Code (CIC) - The term "Carrier Identification Code" (CIC) denotes a unique three or four digit access identification code that is assigned by Bellcore for use with Feature Group B or D Switched Access Service. The CIC identifies the caller's long distance carrier.

Carrier-Provided Equipment - Telecommunications equipment provided by a Carrier used to originate calls using Teligent's service located at the originating location.

Central Office - A Local Exchange Carrier's office where a Carrier's lines are terminated for the purpose of offering local telephone service and to connect with interexchange Carriers.

Channel or Circuit - A path for electrical or radio frequency transmission between two or more points having a bandwidth and termination of the Carrier's own choosing.

Commission - Missouri Public Service Commission

Company - The term "Company" means Teligent Services, Inc.

Dedicated Access Line (DAL) - A dedicated communications channel that terminates on a general access port provided by Teligent and has the capacity of a voice grade circuit.

Delinquent or Delinquency - An account for which payment has not been made in full on or before the last day for timely payment.

Dialed Number Identification Service (DNIS) designates the digits to be outpulsed for each toll free number terminating to a dedicated access facility. DNIS allows a Carrier to receive calls to multiple toll free numbers on the same dedicated access facility.

Digital Transmission - Information transmitted in the form of digitally encoded signals.

Direct Dialed Call - A call requiring no operator assistance.

Entrance Facility - The physical circuit arrangement that connects an Entrance Site to a Teligent Point-of-Presence.

Entrance Site - A location of Teligent's transmission facilities from which Services can be provided for a Carrier to any other Entrance Site or Point-of-Presence.

Exchange Area - A geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified area where individual telephone exchange companies hold themselves out to provide communications services.

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Carrier Access Services Tariff

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Exemption Certification - A written notification provided by the Carrier certifying that Carrier's dedicated facility should be exempted from the monthly Special Access Surcharge because (a) the facility terminates in a device not capable of interconnecting Teligent's 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.

Facility (or Facilities) - Any item or items of communications plant or equipment used to provide or connect to Teligent Services.

FCC - Federal Communications Commission.

Hierarchy - See Billing Hierarchy.

Incomplete Call - Any call where voice transmission between the calling and the called station is not established (*i.e.*, busy, no answer, etc.).

Integrated Services Digital Network (ISDN) - A dedicated or switched (where available) originating and terminating service providing end-to-end digital connection for the simultaneous transmission of voice, data, video, imaging, fax and other communications services over multiple channels which have been combined to provide a single transmission path.

Interexchange Carrier (IXC) - A Common Carrier that provides long distance domestic and international communication services to the public.

Invoice Point - A level in the billing hierarchy at which accounts are grouped together (aggregated) for the purpose of billing the Carrier.

Kilo Bits Per Second (Kbps) - The number of one-thousand bits transmitted in a one second interval.

Local Access Transport Area ("LATA") - The phrase "Local Access Transport Area" means a geographical area established by the U.S. District Court for the District of Columbia in United States v. Western Electric Co., Inc., 552 F.Supp. 131 (D.D.C. 1982), within which a local exchange company provides communication services.

Local Access Facility - The channel provided by the local telephone company (or other local service provider) to connect the Point-of-Presence to a Carrier location.

Local Exchange Company (LEC) - A company that furnishes local exchange telephone services.

Location - A physical premises to or from which Teligent provides service. In instances where a Carrier obtains service from Teligent at multiple locations, each of these locations will be designated as either "associated" or "non-associated." An "associated" location is a location that a Carrier owns or leases, or that is occupied by a business enterprise in which the Carrier has an equity interest of twenty (20) percent or more or which is occupied by a franchisee of the Carrier. All locations other than "associated" locations will be considered "non-associated."

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Carrier Access Services Tariff

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Mega Bits Per Second (Mbps) - The number of one-million bits transmitted in a one second interval.

Nonbusiness Hours - The phrase "nonbusiness hours" means the time period after 5:00 P.M. and before 8:00 A.M., Monday through Friday, all day Saturday, Sunday, and on holidays.

North American Dial Plan (NADP) - The method of identifying calls in the public network of North America, called World Numbering Zone 1. The calls are identified by their NPA (area code) - NXX (exchange) - XXXX (station number) format.

NPA - An area code, otherwise called numbering plan area.

NXX - The designation for the first three digits of a local telephone number where N represents 2-9 and X represents 0-9.

Off-Network Access Line (Off-Net) - A facility leased by Teligent and used in common by Carriers to enter or exit the Teligent system. Off-Net is also known as switched service.

On-Network Access Line (On-Net) - A facility that connects a Carrier location directly to the Teligent network for entrance or exit. On-Net is also known as dedicated service.

Other Common Carrier (OCC) - The term "other common carrier" denotes a specialized or other type of common Carrier authorized by the Federal Communications Commission to provide domestic or international communications service.

Permanent Virtual Circuit ("PVC") - A virtual point-to-point (non-switched) logical link between two specific end-points over which packetized (frames) data can be transmitted according to defined service characteristics.

Point of Presence - Teligent's physical presence where Teligent maintains intercity communications channels and local distribution facilities for the purpose of providing its Services.

Premises - A building or buildings on contiguous property (except railroad rights-of-way, etc.)

Primary Interexchange Carrier (PIC) - The interexchange Carrier to which a switched access line is presubscribed.

Regular Billing - A standard bill sent in the normal monthly Teligent billing cycle. This billing consists of one bill for each account assigned to the Carrier with explanatory detail showing the derivation of the charges.

Residential Service - The phrase "residential service" means telecommunication services used primarily as nonbusiness service.

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Carrier Access Services Tariff

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Resp Org (Responsible Organization) - The entity responsible for managing and administering Carriers' toll free records in the 800 Service Management System (SMS/800). The SMS/800 recognizes one Resp Org for each toll free number.

RF - Radio Frequency.

Services - Teligent's regulated common Carrier communications services provided under this tariff.

Switch - The term "switch" denotes an electronic device that is used to provide circuit sharing, routing, and control.

T-1 - A 1.544 Mbps digital transmission system equivalent to 24 voice frequency circuits/channels.

Timely Payment - A payment on a Carrier's account made on or before the due date.

Underlying Carrier - A provider of interstate telecommunications services from whom Teligent acquires services that it resells to Carriers.

800 Service Management System (SMS/800) - The centralized operations support system used to create and update toll free records that are then downloaded to Service Control Points ("SCPs") for processing toll free service calls. The system is used by Resp Org to manage and administer toll free records.

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Carrier Access Services Tariff

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SECTION 2 RULES AND REGULATIONS2.1 Undertaking of Teligent

- 2.1.1 Teligent undertakes to provide carrier access services within the State of Missouri on the terms and conditions and at the rates and charges specified herein.
- 2.1.2 Teligent installs, operates and maintains the communication services provided hereunder in accordance with the terms and conditions set forth under this tariff. It may act as the Carrier's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Carrier to allow connection of a Carrier's location to the Teligent network. The Carrier shall be responsible for all charges due for such service arrangements. Teligent's locations and billing percentages are contained in NECA Tariff FCC No. 4.
- 2.1.3. Teligent's Services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Use of Service

- 2.2.1 Services provided under this tariff may be used only for the transmission of communications in a manner consistent with the terms of this tariff and regulations of the Commission.
- 2.2.2 Services provided under this tariff shall not be used for actual or threatened unlawful purposes. In addition, service will not be furnished if any law enforcement agency or the Commission, acting within its jurisdiction, advises that such services are being used in violation of the law.

2.3 Limitations

- 2.3.1 Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this tariff. The obligation of Teligent to provide service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet the Carrier's order for service. Teligent will make all reasonable efforts to secure the necessary facilities.
- 2.3.2 Teligent reserves the right to limit or to allocate the use of existing facilities, or to additional facilities offered by Teligent, when necessary because of lack of facilities, relevant resources, or due to causes beyond Teligent's control. In addition, Teligent reserves the right to discontinue service when the Carrier is using the service in violation of law or the provisions of this tariff.
- 2.3.3 Teligent does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission nor for failure to establish connections.

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Carrier Access Services Tariff

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- 2.3.4 Teligent reserves the right to refuse service to Carriers due to insufficient or invalid charging information.
- 2.3.5 Teligent may block calls that are made to certain cities, or central office exchanges, or use certain authorization codes as Teligent, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of service.
- 2.3.6 Teligent will use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Carrier. Teligent may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Carrier. Teligent shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, Teligent will give the Carriers who may be affected reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience. When Teligent is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of Carrier's service.
- 2.4 Liabilities of Teligent
- 2.4.1 Teligent's liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the installation, provision, termination, maintenance, repair, or restoration occurring in the course of furnishing service, channels, or other facilities, and not caused by the negligence of the subscribers, commences upon activation of service. In no event does Teligent's liability exceed an amount equivalent to the proportionate charge to the Carrier for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects occur. For the purposes of computing such amount, a month is considered to have thirty (30) days.
- 2.4.2 When the facilities of other service providers are used in establishing connections to points not reached by Teligent's facilities, Teligent is not liable for any act or omission of the other providers. The Carrier will indemnify and save harmless Teligent from any third-party claims for such damages referred to in Section 2.4.1.
- 2.4.3 In no event will Teligent be responsible for consequential damages or lost profits suffered by a Carrier as a result of interrupted or unsatisfactory service. Teligent will not be liable for claims or damages resulting from or caused by: (i) Carrier's fault, negligence or failure to perform Carrier's responsibilities; (ii) claims against Carrier by any other party; (iii) any act or omission of any other party; or (iv) equipment or service furnished by a third party.

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Carrier Access Services Tariff

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- 2.4.4 Teligent does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Carrier shall indemnify and hold Teligent harmless from any and all loss, claims, demands, suits or other actions, or any liabilities whatsoever, whether suffered, made, instituted or asserted by the Carrier or by any other party or persons, for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Carrier or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used.
- 2.4.5 Teligent is not liable for any defacement of, or damage to, the premises of a Carrier resulting from the furnishing of services or the attachment of equipment, instruments, apparatus, and associated wiring furnished by Teligent on such Carrier's premises or by the installation or removal thereof, when such defacement or damage is not the result of Teligent negligence. No agents or employees of other participating carriers or service providers shall be deemed to be agents or employees of Teligent without written authorization. The Carrier will indemnify and save harmless Teligent from any claims of the owner of the Carrier's premises or other third party claims for such damages.
- 2.4.6 Teligent and Carrier shall be excused from performance under this tariff and under the application for service for any period, and to the extent that the party is prevented from performing any service pursuant hereto, in whole or in part, as a result of delays caused by the other party or an Act of God, governmental agency, war, civil disturbance, court order, labor dispute, third party nonperformance (including the failure of performance for reasons beyond the control of common carriers, interexchange carriers, local exchange carriers, suppliers and subcontractors), or other cause beyond its reasonable control, including failures or fluctuations in electrical equipment, and such nonperformance shall not be deemed a violation of this tariff or of the application for service or grounds for termination of service. Both parties retain all rights of recourse against any third parties for any failures which may create a force majeure condition for the other party. With respect to the services, materials and equipment provided hereunder, Teligent hereby expressly disclaims all warranties, expressed or implied, not stated in this tariff, and in particular disclaims all warranties of merchantability and fitness for a particular purpose.
- 2.4.7 In no event will Teligent be liable for protection of Carrier's transmission facilities or equipment from unauthorized access, or for any unauthorized access to or alteration, theft or destruction of Carrier's data files, programs, procedure or information through accident, fraudulent means or devices or any other method.
- 2.4.8 Teligent will not be responsible if any changes in its service cause hardware or software not provided by Teligent to become obsolete, require modification or alteration, or otherwise affect the performance of such hardware or software.

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Carrier Access Services Tariff

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

2.5 Responsibilities of the Carrier

- 2.5.1 The Carrier is responsible for taking all necessary legal steps for interconnecting its equipment or communications systems with Teligent's facilities or services. The Carrier shall secure all licenses, permits, rights-of-way and other arrangements necessary for such interconnection. The Carrier may not, nor may the Carrier permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by Teligent, except upon the written consent of Teligent. The equipment Teligent provides or installs at the Carrier premises for use in connection with the service Teligent offers shall not be used for any purpose other than for which it was provided.
- 2.5.2 The Carrier shall ensure that its equipment and/or system is properly interfaced with Teligent's facilities or services; that the signals emitted into Teligent's network are of the proper mode, bandwidth, power, signal level or other technical parameters for the intended use of the Carrier and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel or degrade service to other Carriers. If the FCC or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Teligent will permit such equipment to be connected with its channels without the use of protective interface devices.
- 2.5.3 If the Carrier fails to maintain the equipment and/or system properly, with resulting imminent harm to Teligent's personnel or the quality of service to other Carriers, Teligent may, upon written notice, require the use of protective equipment at the Carrier's expense. If this fails to produce satisfactory quality and safety, Teligent may, upon written notice, terminate the Carrier's service.
- 2.5.4 Teligent shall be indemnified and held harmless by the Carrier against claims of liable, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over Teligent's service, against claims for infringement of patents arising from, combining with, or using in connection with, service, Teligent's apparatus and systems of the Carrier; against all other claims arising out of any act or omission of the member in connection with Teligent's service. The Carrier shall be liable for:
- 2.5.4.A Loss due to theft, fire, flood, or other destruction of Teligent's equipment or facilities on Carrier's premises

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Carrier Access Services Tariff

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- 2.5.4.B Reimbursing Teligent for damages to facilities or equipment caused by the negligence or willful acts of the Carrier's officers, employees, agents or contractors.
  - 2.5.4.C Charges incurred with interconnect or local operating companies for service or service calls made to the Carrier's premises or on the Carrier's leased or owned telephonic equipment unless Teligent specifically authorizes said visit or repairs in advance of the occurrence and Teligent agrees in advance to accept the liability for said repairs or visit.
  - 2.5.4.D Payment for all Teligent service charges incurred through usage or direct action on the part of the Carrier.
  - 2.5.5 The Carrier shall not use the Teligent name, logo or trademark in any promotional materials, contracts, tariffs, service bills, etc., without expressed written authorization from Teligent. The Carrier shall not use the Teligent name, logo or trademark in any pre-sale activities. The Carrier is prohibited from using Teligent's name or trademark on any of the Carrier's products or services.
  - 2.5.6 The software used to provide Teligent's services is proprietary and Carrier shall protect such software.
  - 2.5.7 Carrier may not assign or transfer any of its rights or services ordered without the prior written consent of Teligent. Teligent may assign any service orders to its parent company or any affiliate. Teligent will notify Carriers of any such assignment.
- 2.6 Access Service Request
- 2.6.1 Applicants wishing to obtain service may apply for service orally with Teligent or pursuant to a completed and signed ASR.
  - 2.6.2 An ASR may be changed by Carrier upon written notice to Teligent, subject to acceptance and confirmation by Teligent, provided that a charge will apply to any change when the request is received by Teligent after notification by Teligent of the acceptance and confirmation. Such charge shall be the sum of the charges and costs for access facilities and other services and features and the lesser of (i) the monthly recurring rate for each service component that has been canceled as a result of the change times the appropriate minimum service period, plus the applicable installation or non-recurring charges, and (ii) the costs incurred by Teligent in accommodating each change, less net salvage. The costs incurred by Teligent will include the direct and indirect cost of facilities specifically provided or used, the costs of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.

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

2.6.3.A Prior to Firm Order Confirmation Date - If an ASR is canceled prior to the Firm Order Confirmation Date, no charges will apply.

2.6.3.B On or after Firm Order Confirmation Date - If an ASR is canceled on or after the Firm Order Confirmation Date, the Carrier will be billed a flat cancellation fee of \$50.00.

2.7 Establishing Credit, Deposits and Advance Payments

2.7.1 Each applicant for service will be required to establish credit. Any applicant whose credit has not been duly established to the sole and exclusive satisfaction of Teligent may be required to make an advance payment and/or make a deposit to be held as a guarantee of payment of charges at the time of application.

2.7.2 Service may be discontinued for failure to furnish a suitable deposit, when conditions appear to require Teligent to have such credit protection. If a deposit is requested, the Carrier may be required to pay the deposit within 10 days after issuance of written notice of termination and requested deposit, or, in lieu of the deposit.

2.7.3 When making applications for service, the applicant may be required to pay at the time the application is accepted, the service connection charge, if applicable, and the first month's charges for service. This provision will not be applied if a deposit is collected. In all cases, the regular monthly charges for service are payable as specified in this tariff. The provisions of this paragraph affect the initial payment only and not the subsequent billing and collecting practices as elsewhere provided in this tariff.

2.7.4 The amount of the advance payment (not including the service connection charge) is credited to the customer's account and applied against any indebtedness under the contract.

2.7.5 The fact that a deposit has been made or a Guaranty provided, shall in no way relieve the Carrier from complying with Teligent's regulations as to the prompt payment of bills, nor constitute a waiver or modification of the regular practices of Teligent providing for the temporary suspension of service or the termination of the service contract for nonpayment of bills.

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2.7.6 Teligent will keep records of deposits as follows:

- (1) the name and address of each depositor;
- (2) the amount and date of deposit; and
- (3) each transaction concerning the deposit.

2.7.7 Teligent will issue a receipt of deposit to each depositor and will provide an appropriate means to establish claim if the receipt is lost. Teligent will make a reasonable effort to return unclaimed deposits and will retain a record of such deposits for a minimum of four years.

2.7.8 If an applicant or carrier, seeking to establish or reestablish credit under the provisions of these regulations, is dissatisfied with Teligent's decision regarding establishment of service or disputes a bill, Teligent shall direct its personnel to inform the applicant or customer, of the right to have a supervisor review the decision by contacting Teligent at the address shown below. A complaint may be submitted either verbally or in writing to the following:

Customer Complaints  
Teligent Services, Inc.  
8065 Leesburg Pike, Suite 400  
Vienna, VA 22182  
1-800-689-9367

2.7.9 If an applicant or carrier, seeking to establish or reestablish credit under the provision of this tariff, is dissatisfied with Teligent's decision regarding establishment of service, the applicant or carrier has the option to pursue the matter with the Public Utility Commission of Missouri. A complaint may be submitted either verbally or in writing to the following:

Missouri Public Service Commission  
301 West High  
Fifth Floor  
Jefferson City, MO 65102  
(573) 751-1847

2.8 Payment of Charges

2.8.1 The Carrier is responsible for the payment of all charges for facilities and services furnished by Teligent to the Carrier and to all users of the services, regardless of whether those services are used by the Carrier itself or are resold to or shared with other persons.

2.8.2 Non-recurring charges are due and payable as specified on the bill. The rates for non-recurring charges will be those in effect as of the date of the invoice.

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- 2.8.3 For billing of monthly charges, service is considered to be established upon the day in which Teligent notifies the Carrier of installation and testing of the Carrier's service. A Carrier's first invoice may contain monthly recurring charges from previous periods for service provided from the date of installation through the current invoice period. Teligent shall present invoices for recurring charges monthly to the Carrier, in advance of the month in which service is provided, and recurring charges shall be due and payable as specified on the bill. The rates for recurring charges will be those in effect as of the date of the invoice.
- 2.8.4 When billing is based on customer usage, charges will be billed monthly for the usage in preceding billing periods. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days. Carrier will be billed for all usage accrued beginning immediately upon access to the service. The rates charged to a Carrier for usage charges will be the rates in effect on the first day of the Carrier's billing cycle.
- 2.8.5 Bills are due and payable as specified on the bill, the due date will not be less than twenty-one (21) days after the date of the postmark on the bill. The Carrier's first bill may be issued up to ninety (90) days after the date of installation and may include charges from previous billing cycles.
- 2.8.6 Bills may be paid by mail or in person at the business office of Teligent or an agency authorized to receive such payment. All charges for service are payable only in United States funds. Payment may be made by cash, check, money order, cashier's check, or electronic funds transfer. Carrier payments are considered prompt when received by Teligent or its agent by the due date on the bill. If the Carrier remits to Teligent on more than one occasion during a twelve (12) month period a check, draft, or other instrument that is dishonored, Teligent may refuse acceptance of future checks and place the Carrier on a "cash basis," pursuant to which Teligent has the right to refuse acceptance of anything as payment other than United States currency, United States Postal Service money orders, or cashier's check.
- 2.8.7 If any portion of the payment is not received by Teligent, or if any portion of the payment is received by Teligent in funds that are not immediately available, by the due date, then a late payment penalty shall be due to Teligent. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by the one and one half percent (1.5%) late charge. Unpaid amounts are subject to a late fee every subsequent due date to the extent the amount remains unpaid.
- 2.8.8 Teligent may assess up to a fifteen dollars (\$15.00) charge plus any service charges incurred from the bank for each returned check.

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- 2.8.9 Any disputed charge may be brought to Teligent's attention by verbal or written notification. In the case of a billing dispute between the carrier and Teligent that cannot be settled to their mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection. The carrier may request an in depth investigation into the disputed amount and a review by a Teligent manager. During the period that the disputed amount is under investigation, but in no event to exceed 60 days, Teligent shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The carrier shall be required to pay the undisputed part of the bill, and if not paid, Teligent may discontinue service. In the event the dispute is not resolved, Teligent shall inform the customer that the customer has the option to pursue the matter with the Commission. If there is still a disagreement after investigation and review by Teligent supervisory personnel, the carrier has the option to pursue the matter with the Commission. A complaint may be submitted either verbally or in writing to the following:

Missouri Public Service Commission  
301 West High  
Jefferson City, MO 65102  
(573) 751-1847

or

Office of Public Counsel  
301 West High Street  
Second Floor  
Jefferson City, MO 65101  
(573) 751-4857

- 2.8.10 All requests for credits shall be made through Teligent's business office. Teligent will make no refund of overpayments unless the claim for such, together with proper evidence is submitted within one (1) year from the date of alleged overpayment. In calculating refunds, usage discounts will be adjusted based on total usage after all credits or adjustments have been applied. In the event of a billing error resulting in an overbilling or overcharge to its Carriers, Teligent may refund the amount overbilled or overcharged, by means of a pro-rata credit to the account of all existing Carriers on a date certain, or by check if the account is final, or if so request by the Carrier.
- 2.8.11 Teligent will charge a processing fee to a Carrier who requests a copy of a bill that has already been issued to such Carrier, unless the Carrier informs Teligent within thirty (30) days of the issuance of the bill that the original bill was not received. If a Carrier or the Carrier's representative thereafter requests additional copies of bills the following fees will be charged:

Bills dated within 90 days prior to  
receipt of the request

\$5 per bill, plus \$0.25 for each line  
item reflected on bill over five line  
items

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Bills dated more than 90 days but  
less than twelve months previously

\$10 per bill, plus \$0.25 for each line  
item reflected on bill over five line  
items

Bills dated more than 12 months  
but less than 48 months previously

\$50 per bill, plus \$0.25 for each line  
item reflected on bill over five line  
items

Teligent shall charge a processing fee to any party that subpoenas or otherwise lawfully seeks to compel the provision of a copy or copies of a bill(s) in connection with any lawful investigation or lawsuit. The processing fee for any requested bill(s) is \$5.00 per bill if the invoice date is less than ninety (90) days prior to the date of the request, \$10.00 per bill if the invoice date is more than ninety (90) days and less than twelve (12) months prior to the date of the request and \$50.00 per bill if the invoice date is more than twelve (12) months prior to the date of the request.

Teligent will not provide a copy of a bill that is over four (4) years old.

## 2.9 Interruption of Service

2.9.1 A credit allowance will be issued to the Carrier for the interruption of service that is not due to Teligent's testing or adjusting; an act, omission, or negligence of the Carrier; or the failure of channels or equipment provided by the Carrier. Interruption of service are subject to the general liability provisions set forth herein. It shall be the obligation of the Carrier to notify Teligent immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Carrier or end user shall ascertain that the trouble is not being caused by any action, omission, or negligence by the Carrier within his or her control; or wiring or equipment, if any, furnished by the Carrier and connected to Teligent's facilities.

2.9.2 The Carrier shall be credited for an interruption of 12 hours or more. The amount of the credit will be the greater of 1/30th of the monthly charge for the facilities affected or 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues. For purposes of credit computation, every month shall be considered to have 720 hours.

### Credit Formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" - outage time in hours

"B" - total monthly charge for affected facility

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- 2.9.3 The credit will appear on the subsequent bill for service. A check in the amount of the credit will be issued if the interruption occurs during the Carrier's final billing cycle and the Carrier's final bill shows no amount owed.

2.10 Restoration of Service

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

2.11 Disconnection of Service by Carrier

- 2.11.1 By giving advance written notice, Carrier may disconnect service at any time following its minimum service requirement(s).
- 2.11.2 Teligent will have up to 30 days to complete disconnect. Carrier will be responsible for all charges for 30 days or until disconnect is effected, whichever is sooner. This 30 day period will begin upon receipt of the written notification from the Carrier. However, in the event that Carrier continues to utilize Teligent's services beyond the date upon which the services are to be disconnected, the Carrier will be liable for the usage charges incurred.
- 2.11.3 For non-usage sensitive charges Carriers will be liable for the entire monthly recurring charge during the month Carrier's service terminates.
- 2.11.4 If the Carrier disconnects service prior to the end of a term plan, the termination liabilities associated with the term plan will apply.

2.12 Cancellation for Cause

- 2.12.1 Teligent, by giving ten (10) days prior written notice to the carrier or applicant, may immediately cancel the application for or discontinue service without incurring any liability for any of the following reasons:
- 2.12.1.A Non-payment of any sum due to Teligent for service for more than 30 days beyond the date of rendition of the bill for such service. In the event Teligent terminates service for nonpayment, the carrier may be liable for all reasonable costs of collection including reasonable court costs, expenses and fees; or
- 2.12.1.B Non-payment of any sum due to Teligent for service for more than 30 days beyond rendition of the bill on any Teligent account regardless of whether the application or service being canceled is related or unrelated to the account or service for which the sum is past due; or

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2.12.C A violation of or failure to comply with, any regulation of this tariff if the noncompliance is not corrected within that ten (10) day period; or

2.12.1.D Teligent confirms that both a phone number and mailing address are no longer valid for the carrier; or

2.12.1.E Teligent is prohibited from furnishing service by order of a court or other government authority having jurisdiction.

The discontinuance of service(s) by Teligent pursuant to this section does not relieve the carrier of any obligation to pay Teligent for charges due and owing for service(s) furnished up to the time of discontinuance.

2.12.2 Service may be discontinued if Teligent no longer has facilities available to provide the service.

2.12.3 Service may be discontinued if the Carrier fails to post the deposit required by the tariff.

2.12.4 If service is disconnected for non-payment the carrier may restore service by full payment in any reasonable manner including by personal check. However, Teligent may refuse to accept a personal check if a carrier's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, a complete activation fee will apply.

2.13 Notice and Communication

2.13.1 The Carrier shall designate on the Application for service an address to which Teligent shall mail or deliver all notices and other communications except that Teligent may also designate a separate address to which Teligent's bills for service shall be mailed.

2.13.2 Teligent shall designate on the Application for service an address to which the Carrier shall mail or deliver all notices and other communications, except that Teligent may designate a separate address on each bill for service to which the Carrier shall mail payment on that bill until designated by Teligent. Until otherwise designated, all notices or other communications required to be given pursuant to this tariff shall be made in writing to Teligent Services, Inc., 8065 Leesburg Pike, Suite 400, Vienna, Virginia 22182 or by calling Teligent's toll-free customer service number 1-800-411-1175.

2.13.3 Notices and other communications of either party, and all bills mailed by Teligent, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

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2.13.4 Teligent or the Carrier shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.13.5 The Commission's address is:

Missouri Public Service Commission  
301 West High  
Fifth Floor  
Jefferson City, MO 65102

2.14 Title to Facilities

Title to all facilities provided by Teligent in accordance with this tariff remains with Teligent. The Carrier has no property right in the assigned telephone number and none can be acquired by usage or otherwise. Teligent reserves the right to assign, designate, or change such numbers when reasonably necessary in the conduct of its business. Telephone numbers of Carriers who discontinue service may be reassigned 30 days from the date of discontinuance of service.

2.15 Taxes, Surcharges and Utility Fees

Carrier is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees (*i.e.*, gross receipts tax, sales tax, municipal utilities tax) that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this tariff. These charges will appear as separate line items on the Carrier's bill and are not included in the rates contained in this tariff. There shall be added to the Carrier's bill for service, an additional charge equal to the pro rata share of any occupation, franchise, business, license, excise privilege or other similar charge or tax, now or hereafter imposed upon the gross receipts or revenue of Teligent by any municipal taxing body or municipal authority whether by statute, ordinance, law or otherwise, and whether presently due or to hereafter become due. The charge applicable to each Carrier will appear as a separate line item on the Carrier's regular monthly bill and shall be determined on a basis equal to the tax levied by each municipal taxing body or municipal authority. All surcharges and fees will be submitted to the Commission for prior approval before a customer is billed for the charges.

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2.16 Special Construction

At the Carrier's request, installation and/or maintenance may be performed outside Teligent's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to Teligent will apply. If installation is started during regular business hours but, at the Carrier's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply. Subject to the agreement of Teligent and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Carrier. Special construction is that construction undertaken:

- 2.16.1 where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
- 2.16.2 is of a type other than that which Utility would normally utilize in the furnishing of its services; or
- 2.16.3 over a route other than that which Utility would normally utilize in the furnishings of its services; or
- 2.16.4 in a quantity greater than that which Utility would normally construct; or
- 2.16.5 is required on an expedited basis; or
- 2.16.6 is needed on a temporary basis until permanent facilities are available; or
- 2.16.7 involves abnormal costs; or is
- 2.16.8 built in advance of its normal construction

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SECTION 3 - DESCRIPTION OF SERVICES OFFERED3.1 Switched Access Service

3.1.1 General - Switched Access Service, which is available to Carriers for their use in furnishing their services to End-users, provides a two-point communications path between a Carrier's premises and an End-user's premises. It provides for the use of Teligent's common terminating, switching and trunking facilities, and for the use of common subscriber plant. Rates and charges for services other than Switched Access Services, e.g., interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other service. Teligent's Switched Access Service may be provided jointly with the incumbent LEC or directly by Teligent. When applicable, Teligent concurs in the Multiple Bill Meet Point Billing Arrangement tariff provisions of the incumbent LEC with which it provides joint service. Teligent reserves the right to withdraw this concurrence at any time.

3.1.1.A Switched Access Service is provided as a trunkside connection, Feature Group D (FGD) Type to Teligent's Switches for the Carrier's use in origination and termination connections.

- 1 The access code for FGD switching is a uniform case of the form 10XXX or 101XXXX. A single access code will be the assigned number of all FGD access provided to the Carrier by Teligent. No access code is required for calls to a Carrier over FGD facilities if the end-user's service is arranged for presubscription.
- 2 Where no access code is required, the number dialed by the Carrier's end-user shall be a seven or ten digit number for calls in North America Numbering Plan (NANP), except for 00-dialed calls which are routed to the predesignated Carrier. For international calls outside the NANP, a seven digit to twelve digit number may be dialed. The form of the numbers dialed by the Carrier's end-user is NXX-XXXX, 0 or 1 = NXX XXXXX, NPA + NXX-NXXX, 0 or 1 + NPA + NXX-XXXX, and where the Teligent switch is equipped for International Direct Distance Dialing (IDDD), 01 + CC + NN or 011 + CC + NN.

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- 3.1.1.B Switched Access is provisioned as FGD at the DS1 level using D3/D4 format on a per trunk basis and is differentiated by type and directionality of transmission. Originating traffic type represents capacity for carrying traffic from end-user to the Carrier. Terminating traffic represents capacity for carrying traffic from the Carrier to the end-user. All traffic must be associated with a Carrier-produced CIC
- 3.1.1.C An out of band signaling connection (Common Channel Signaling Access Port) is required in conjunction with Switched Access Service equipped with out of band signaling. Out of band signaling allows the Carrier to pass call set-up information over a path which is separate from the message path utilizing Signaling System 7 (SS7) protocol. This connection is provided at the DS0 level and provides the interconnection between Teligent's Signal Transfer Point (STP) and the Carrier's Signaling Point of Interconnection (SPOI).
- 3.1.1.D Switched Access Service may be provided as trunk side switching and may be provided with wink start or start-pulsing signals and answer and disconnect supervisory signaling, or without signaling when out of band signaling is specified.
- 3.1.1.E Switched Access Service is provided with multi frequency address or out of band signaling. Up to 12 digits of the called party number dialed by the Carrier's end-user using dual tone multi frequency or dial pulse address signals will be provided by Teligent to the Carriers premises where Switched Access Service terminates. Such address signals are subject to the ordinary transmission capabilities of the Digital transmission Service provided.
- 3.1.1.F Feature Group D Usage Measurement – The measurement of terminating call usage over FGD ends when the FGD entry switch receives disconnect supervision from either the terminating end-user's end office, indicating the terminating end-user has disconnected, or the Carrier's point of termination, whichever is recognized first by the entry switch. 800/888/877 Data Base Access usage measurement begins when the originating end office switch receives the first wink supervisory signal forwarded from the Carrier's point of termination. 800/888/877 Data Base Access usage measurement ends when the originating end office receives on-hook disconnect supervision from either the originating end-user's end office, indicating the originating end-user has disconnected, or the Carrier's point of termination, whichever is recognized first by the end office.

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1. For originating calls over FGD with multi frequency address signaling, usage measurement begins when the originating entry switch receives the first wink supervisory signal forwarded from the Carrier's point of termination. For originating calls over FGD with out-of-band signaling, usage measurement begins when the last point of switching sends the initial address message to the Carrier.
  2. The measurement of originating call usage over FGD ends when the originating entry switch receives disconnect supervision from either the end-user's end office, indicating the originating end-user has disconnected, or the Carrier's point of termination, whichever is recognized first by the entry switch.
  3. For terminating calls over FGD, the measurement of access minutes begins when the entry switch receives answer supervision from the terminating end-user's end office indicating the terminating end-user has answered.
- 3.1.2 Elements - There are four rate elements of Switched Access Service for which Teligent will charge Carriers. A portion of the rate elements may be charged by the incumbent LEC with which Teligent provides joint service. Unless otherwise noted Teligent will charge the entire rate shown.
- 3.1.2.A Local Switching provides for the use of end office switching equipment. Local Switching is billed on a per access minute of use basis. Included in Local Switching are:
1. Common Switching provides the local end office functions and optional features.
  2. Transport Termination provides for the trunk side arrangements that terminate the Local Transport facilities. The number of Transport Terminations provided will be determined by the Teligent.
  3. International Dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office. International dialing may be provided where end offices are appropriately equipped.

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- 3.1.2.B Switched Transport provides the transmission path from the ILEC access tandem to the Teligent's end-office switch(es) where the Interexchange Carrier's traffic is switched to originate or terminate Carrier's communications.

The mileage is calculated on the airline distance between the Teligent switch where the call carried by the switched transport originates or terminates and the Interexchange Carriers SWC. Where applicable, the V&H coordinates method is used to determine mileage. This method is set forth in the National Exchange Carrier Association (NECA) Tariff FCC No. 4.

To determine the rate to be billed, first compute the mileage using the V&H coordinates method, then find the band into which the computed mileage falls and apply the rates shown for that band. Applicable mileage bands and associated rates are shown in Section 4.1.2.B. When the calculation results in a fraction of a mile, always round up to the next whole mile before determining the mileage band and applying the rates.

The amount billed by Teligent and the amount billed by the ILEC will be based on the portion of distance between the Interexchange Carrier's serving end office and the Teligent switch serviced by each LEC. Distance will be calculated pursuant to the distance calculation contained in NECA Tariff FCC No. 4.

The Switched Transmission element also provides for certain interoffice links that are provided for the common use of all customers but which are not switched through an access tandem. When Switched Transmission is applied to such transport, Teligent will identify such transport as Common Transport to clarify that the interoffice links were not switched through an access tandem. When Switched Transport and Common Transport are applicable, mileage is measured separately.

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3.1.2.C Carrier Common Line - Provides for the use of End-user's Company-provided common lines by Carriers for access to such End-users to furnish Intrastate Communications. Carrier Common Line is billed on a per access minute of use basis.

1. No telephone number or detailed billing will be provided with Carrier Common Line Access. Directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Insert.
2. Intrastate rates apply only to that portion of Carrier Common Line Service provided for intrastate usage.

3.1.3 800/888/877 Data Base Access Service is an originating only trunk side service. When an 800+NXX-XXXX or 888+NXX-XXX call is originated by an end-user, Teligent will perform Carrier identification based on screening of the full ten-digits of the 800/888/877 number to determine the location to which the call is to be routed. Switched Access rates and charges apply to 800/888/877 Data Base Access Service calls originated from Teligent end offices. In addition to Switched Access usage charges, an 800/888/877 Data Base Access Basic Query charge applies to each 800/888/877 Data Base Access service call delivered to the Carrier. 800/888/877 Data Base Access Service is billed on a per query basis. The following features are available with 800/888/877 Data Base Access Service:

3.1.3.A POTS Translation The POTS Translation feature converts the 800/888/877 number into a designated Plain Old Telephone Service (POTS) 10 digit number. If the Carrier provides the POTS number associated with the 800/888/877 number and requests delivery of the POTS number in place of the 800/888/877 number, Teligent will deliver the POTS number. The charge for this feature will be in addition to the 800/888/877 Data Base Access Basic Query.

3.1.3.B Call Validation The Call Validation feature ensures that calls originate only from an 800/888/877 Subscriber's customized service area. Calls originating outside the area will be screened and an out of band recording will be returned to the calling party. The charge for this feature will be in addition to the 800/888/877 Data Base Access Basic Query.

3.1.3.C Call Handling and Destination The Call Handling and Destination feature allows routing of 800/888/877 calls based on one or any combination of the following: time of day, day of week, percent allocation and specific 10 digit ANI. The charge for this feature will be in addition to the 800/888/877 Data Base Access Basic Query.

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3.1.4 Billing Name and Address Information

- 3.1.4.A Billing Name and Address (BNA) provides the billing name and address of an end user who has an Automatic Number Identification (ANI) recorded by the Carrier for telecommunications services rendered by the Carrier to its end user. The receipt of this information will allow the Carrier to provide its own billing to end users who may not have established a formal relationship with the Carrier.
- 3.1.4.B Teligent will obtain the BNA from its customer information databases. The BNA will be provided for all ANI received by Teligent to the extent a name and address exists in Teligent's customer information databases, except that the BNA will not be provided to the Carrier where the ANI received by Teligent identifies a public telephone or other public telecommunications device.
- 3.1.4.C BNA Service may be requested via a Carrier initiated written request (*i.e.*, U.S. Postal Service, facsimile, electronic mail) or via a telephone call to a designated Teligent office.
- 3.1.4.D The BNA provided shall be used by the Carrier or his authorized billing and collection agent solely for the purpose of billing the Carrier's end users for telecommunications services rendered by the Carrier and for no other purposes whatsoever.

3.1.5 Reserved

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3.1.6 Obligations of the Customer

3.1.6.A Mixed Interstate and Intrastate Access Service When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the jurisdictional reports will serve as the basis for prorating the charges.

1. The percentage of an Access Service to be charged as intrastate is applied in the following manner:
  - (a) For nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the state tariff rate per element.
  - (b) For usage sensitive chargeable rate elements, multiply the percent intrastate use times actual use (measure or Teligent assumed average use) time the state rate.
2. Jurisdictional Reports For Switched Access services, Teligent will use the percentage of interstate originating feature group D traffic to determine the percent of interstate usage to apply to all other switched access services provided by Teligent to the Carrier.
  - (a) For Switched Access services for which Teligent cannot determine the jurisdictional nature of Carrier traffic and its related access minutes, Teligent reserves the right to call upon the Carrier to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Carrier shall upon ordering service, and annually thereafter, report the percentage of interstate use and such report will be used for billing purposes until the Carrier reports a different projected interstate percentage for a working trunk group. When the Carrier adds trunks to or removes trunks from an existing group, the Carrier shall furnish a revised projected interstate percentage that applies to the total trunk group. The revised report will serve as the basis for future billing and will be effective on the next bill date.
  - (b) No pro-rating or back-billing will be done based on the report. The Carrier may require call detail records to substantiate projected interstate usage provided to Teligent. In the event that the required jurisdictional report is not provided, Teligent recorded or estimated percentage of interstate usage will be applied to the bill.

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- (c) Teligent may request this detailed information annually. If the audit results represent a substantial deviation from the Carrier's previously reported PIC for the period upon which the audit was based, the call detail records may be requested more than once annually.

3.1.6.B On and Off-Hook Supervision The Carrier's facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

3.2 Presubscription

3.2.1 Presubscription is an arrangement whereby an end-user may select and designate to Teligent an interexchange carrier(s) (IXC) to access, without an access code, for intraLATA and interLATA calls. The IXC(s) are referred to as the end-user's Primary Interexchange Carrier(s) (PIC). The end-user may select as its PIC Teligent, or any other IXC that order originating Feature Group D Switched Access Service at the end office that serves the end-user. After the end-user's initial selection of a predesignated IXC for intraLATA or interLATA calls, for any additional change in selection, a nonrecurring charge applies.

3.2.2 At the request of a new or existing end-user served by a Feature Group D end office, Teligent will provide a randomly generated list of IX's the end-user may select as its PIC. At no additional charge for the initial selection, the customer may choose either of the following options:

3.2.2.A Designate an IXC as a PIC and dial 10XXX or 101XXXX to reach other IXCs, or

3.2.2.B Designate that they do not want to be presubscribed to any IXC and choose to dial 10XXX or 101XXXX for all calls to all IXCs.

3.2.3 Subsequent to the installation of Local Exchange Service, and after the end-user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge applies. This charge is billed to the end-user that is the subscriber to the Local Exchange Service, or upon request by the selected IXC, billed to the IXC on behalf of the end-user.

3.2.4 No Fault PIC Switchback. If an IXC requests a PIC change on behalf of an end-user or billed party pursuant to any acceptable federal PIC change verification method, and the end-user or billed party subsequently denies or disputes requesting the change, then:

3.2.4.A The billed party will be reassigned by Teligent to their previously selected IXC at the billed party's request. No charge will apply to the billed party for this reassignment.

3.2.4.B A No Fault PIC Switchback Charge will apply to the IXC that requested the disputed PIC change.

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- 3.2.4.C Teligent will not perform an investigation when an end-user or billed party denies requesting a PIC change submitted by a Carrier. A letter of agency from the Carrier will neither be requested nor accepted by Teligent once a customer complaint has been received. Resolution of the PIC dispute must occur between Carrier and end-user, and the Carrier is permitted to request a subsequent PIC change on behalf of the end-user. A No-Fault PIC Switchback charge applies regardless of the resolution of the PIC dispute or even if the end-user does not dispute a subsequent PIC change to the same carrier involved in a previous dispute.
- 3.2.4.D No Fault PIC Switchback Service does not relieve the Carrier of FCC requirements for verifying all end-user PIC orders obtained by its telemarketing groups prior to submitting orders to Teligent or for instituting steps to obtain letters of agency on end-user PIC assignments submitted to Teligent. In addition, No Fault PIC Switchback Service does not prohibit an end-user from initiating a complaint with the FCC concerning unauthorized PIC changes.

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SECTION 4 – RATES4.1 Switched Access Service4.1.1 Non-Recurring Charges

Access Order Charge (per order)	\$50.00
ASR Cancellation Fee	\$50.00
Design Change Charge (per change)	\$35.00
Service Date Change Charge (per change)	\$35.00

4.1.2 Rate Element4.1.2.A Local Switching

	<u>Per Access Minute</u>
Originating	\$0.008480
Terminating	\$0.008480

4.1.2.B Switched Transport

<u>Call Miles</u>	<u>Per Access Minute</u>
0 to 1	\$0.0050
Over 1 to 25	\$0.0077
Over 25 to 50	\$0.0162
Over 50	\$0.0274

4.1.2.C Carrier Common Line Charges

	<u>Per Access Minute</u>
Originating	\$0.010000
Terminating	\$0.018133

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4.1.3 800/888/877 Data Base Access Service Charges

	<u>Per Event</u>
800/888/877 Data Base Access Basic Query	\$0.0031
POTS Translation	Not Available
Call Validation	Not Available
Call Handling and Destination	Not Available

4.1.4 Optional Access Features

	<u>Per Passthrough</u>
Operator Passthrough Service	Not Available

4.2 Presubscription

	<u>Nonrecurring Charge</u>
PIC Selection Change	\$5.00
No Fault PIC Switchback Charge	\$7.59