



@Link Networks, Inc.
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FILED

NOV 3 2000

November 2, 2000

Missouri Public
Service Commission

Dale Hardy Roberts, Executive Secretary
Missouri Public Service Commission
200 Madison Street
Jefferson City, MO 65102-0360

Via Overnight Delivery

Re: @Link Networks, Inc. Tariff

TA-2000-521

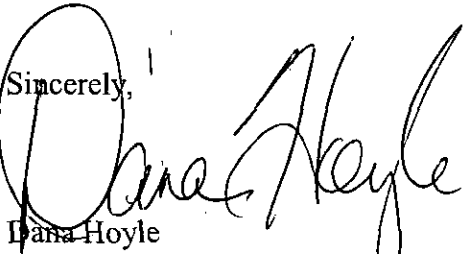
Dear Sir or Madam:

@Link Networks, Inc. f/k/a Dakota Services Ltd. (@Link) submits for filing one original and fourteen copies of its Local Exchange Tariff No. 1.

To ensure receipt of this letter, please date stamp a copy of this letter and return it in the enclosed self-addressed envelope to my attention.

Thank you for your assistance in this matter. If you have any questions, please feel free to contact Cynthia Fisher at (972) 367-1750.

Sincerely,

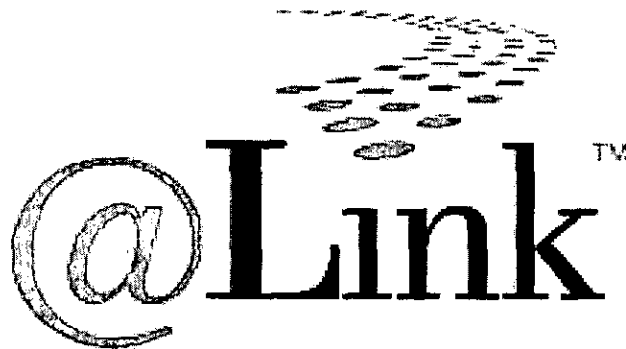

Dana Hoyle

Project Manager Regulatory Compliance

Enclosure

200100517

@LINK NETWORKS, INC.
REGULATIONS AND SCHEDULE
OF
INTRASTATE TELECOMMUNICATIONS SERVICES
WITHIN THE STATE OF MISSOURI



Issued: November 3, 2000

Effective: December 5, 2000

Issued by: Constance L. Kirkendall, Director of Regulatory Affairs
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CHECK SHEET

The pages of this tariff are effective as of the date shown. The sheets named below contain all changes from the original tariff and are in effect on the date shown.

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6.0 FILING A COMPLAINT WITH THE MISSOURI PSC	
5.1 If @Link cannot resolve your complaint, you may call the Missouri Public Service Commission, located at 301 West High Street, Room 530, Jefferson City, Missouri 65101, toll free at 800-392-4211 to file an informal complaint.	

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- 5.2 If your complaint cannot be resolved informally, you may file a formal complaint in writing with the Missouri Public Service Commission at their mailing address: P.O. Box 360, Jefferson City, Missouri 65102.
- 5.3 Also, the Missouri Office of the Public Counsel, representing the public before the Public Service Commission, has an office at 301 West High Street, 2nd Floor, Jefferson City, Missouri 65101. The Public Counsels telephone number is (573) 751-4857.

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 Cancels the 3rd Revised Page 14.
- C. Paragraph Numbering Sequence - There are five levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2.
 - 2.1
 - 2.1.1
 - 2.1.1(A)
 - 2.1.1(A)(1)
 - 2.1.1(A)(1)(a)
- D. Check Sheets: When a tariff filing is made with the Commission, an updated check sheet accompanies the filing. The check sheet lists pages contained in the tariff, with a cross-reference to the current revision number. When pages are added the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e. the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer back to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

C	-	To signify changed regulation.
D	-	To signify discontinued rate or regulation.
I	-	To signify increased rate.
M	-	To signify a move in the location of text.
N	-	To signify new rate or regulation.
R	-	To signify reduced rate.
S	-	To signify reissued matter.
T	-	To signify a change in text but no change in rate or regulation.
Z	-	To signify a correction.
N/A	-	To signify a non-active service.

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APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate telecommunications services within the State of Missouri by @Link Networks, Inc. This Tariff applies only where company facilities are operational.

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1.0 DEFINITIONS

For the purposes of this tariff, the following definitions will apply:

Advance Payment: Part or all of payment required before start of Service.

ALI: Automatic Location Identification is a feature of E911 systems which associates a physical location with a telephone number using database and Automatic Number Identification.

Application for Service/Service Application/Service Order: Standard Company order form(s), which in total includes all pertinent billing, technical and other descriptive information, which will enable the Company to provide Service.

Authorized User: A person, firm, corporation or other entity (including Customer) that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Business Applicant: A Business Applicant is any entity or individual who applies for Service under this Tariff whose primary use of the Service will be of a business, professional, institutional, or otherwise occupational nature.

Business Customer: A Business Customer is a Customer who subscribes to the Company's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

Business Service: A Service is classified as Business Service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, Service is classified as Residential Service if installed in a residence. See also definition of Residential Service.

Issued: November 3, 2000

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1.0 DEFINITIONS (cont'd)

Cancellation of Order: A Customer initiated request to discontinue processing a Service Order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed in accordance with Section 2.7.

Channel or Circuit: A communications path between two or more points.

Commission: The Missouri Public Service Commission.

Communication Services: The Company's intrastate Telecommunications Services.

Company: @Link Networks, Inc., the issuer of this Tariff.

Customer: The person, firm, corporation, governmental unit or other entity (including the successors and assigns of such entities) which orders Service pursuant to this Tariff and which is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

Customer Premises/Customer's Premises: Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of third parties.

Expedite: A Service Order that is processed at the request of the Customer in a time period shorter than the Company standard Service interval.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Installation: The connection of a Circuit, Dedicated Access Channel, or port for new, changed or an additional Service.

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1.0 DEFINITIONS (cont'd)

Interexchange Service/(IXC): Interexchange Service means that portion of a Channel or Circuit between a Company designated Point-of-Presence in one exchange and a Company designated Point-of-Presence in another exchange.

Interruption: A condition whereby the Service or a portion thereof is inoperative beginning at the time of notice by the Customer to the Company that such Service is inoperative and ending at the time of restoration.

Joint User: A person, firm, or corporation that is designated by the Customer as a User of Services furnished to the Customer by @Link Networks, Inc. and to whom a portion of the charges for the Service will be billed under a Joint User Arrangement as specified herein.

Kbps: Kilobits per second, denotes thousands of bits per second.

Mbps: Megabits per second, denotes millions of bits per second.

Network: Refers to the Company's facilities, equipment, and services provided under this Tariff.

Nonrecurring Charges: One-time charges relevant to Service.

Payment Method: The manner in which the Customer is authorized by the Company to pay charges for Service.

Private Line: A Channel or Circuit dedicated to a particular customer use between specified points.

Recurring Charges: The monthly charges to the Customer for Services, facilities and equipment, that continue for the agreed upon duration of the Service.

Residential Applicant: A Residential Applicant is any individual who applies for Service under this Tariff whose primary use of the Service will be of a social or domestic nature.

Residential Customer: A Residential Customer is one who subscribes to the Company's Service(s) and whose primary use of the Service(s) is of a social or domestic nature.

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1.0 DEFINITIONS (cont'd)

Residential Service: Service is classified as Residential Service where the use is primarily of a domestic or social nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, Service is classified as Residential Service if installed in a residence.

Restore: To make Service operative following an Interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

Service: Service means any or all communications service(s) (as described in this Tariff, as modified from time to time) provided to or obtained by Customer, any Authorized User or third party from the Company.

Service Commencement Date: The first day on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept Service that does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

Service Order: The request for Services submitted by the Customer in the format devised by the Company. The submission of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff.

Shared: A facility of equipment system or subsystem that can be used simultaneously by several Customers.

Telephone Exchange Service: As defined in Section 3 of the Communications Act of 1934, as amended.

User or End User: Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

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2.0 REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to provide Service in accordance with the terms and conditions set forth in this Tariff.

2.1.2 Shortage of Equipment or Facilities

- (A) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company, in a non-discriminatory manner consistent with the authority granted by the Commission.
- (B) Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.
- (C) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- (D) The Company reserves the right to arrange for Service to be furnished through the facilities of another entity when necessary.

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2.0 REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least one (1) month, 24-hours per day. For the purposes of computing charges in this Tariff, a month is considered to have thirty days.
- (B) Customers may be required to enter into written Service Orders, which shall contain or reference a specific description of the service orders, the tariff or other approved rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) Except as otherwise stated in this Tariff, at the expiration of the initial term specific in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this Tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the Service Order, shall survive such termination.
- (D) This Tariff shall be interpreted and governed by the laws of the State of Missouri without regard for its choice of law provision.

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2.0 REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability

- (A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.9.
- (B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.9, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- (C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed. All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company as provided for in Sections 2.1.4(G) and 2.1.5.

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2.0 REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

- (D) The Company shall not be liable for any claims for loss or damages involving:
- (1) Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
 - (2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties, including loss of electrical power at the end user's premises; and any law, order, regulation or other action of any governing authority or agency thereof;
 - (3) Any unlawful or unauthorized use of the Company's facilities and services;
 - (4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;

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2.0 REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

(D) (cont'd)

- (5) Breach in the privacy or security of communications transmitted over the Company's facilities;
- (6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required of the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A of this Subsection 2.1.4.
- (7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
- (8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

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2.0 REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

(D) (cont'd)

- (9) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- (10) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.
- (11) Any act or omission in connection with the provision of 911, E911, or similar services;
- (12) Any noncompletion of calls due to network busy conditions;
- (13) Any calls not actually attempted to be completed during any period that service is unavailable.

- (E) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

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2.0 REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

- (F) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- (G) Any claim of whatever nature, including billing errors described in Section 2.1.4(C), against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- (H) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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2.0 REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.5 Customer Provided Equipment and Facilities

- (A) Except as otherwise indicated, Customer-provided equipment and facilities used in connection with this Service shall be so constructed, maintained and operated as to work satisfactorily with the Company's Service, equipment and facilities.
- (B) The Company shall not be responsible for the installation, operation or furnishing of any Customer-provided equipment or facilities. Where such equipment or facilities are used in connection with the Service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of the Service under this tariff and to the maintenance and operation of such Service. The Company shall not be liable to the Customer if changes in any of the Company's equipment, facilities, operations or Service (i) renders obsolete any of the Customer-provided equipment or facilities; (ii) requires modification of the Customer-provided equipment or facilities; or (iii) otherwise affects the reception of signals by Customer-provided equipment or facilities.

2.1.6 Testing and Adjusting

Upon suitable notice, the Company may make such tests, adjustments and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

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2.0 REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.7 Special Construction

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

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the Company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

Special construction charges will be determined on a individual case basis ("ICB").

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2.0 REGULATIONS (cont'd)

2.2 Prohibited Uses

- 2.2.1 The Service shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Service shall be used in a manner consistent with the terms of this tariff and the policies and regulations of all federal, state and local governmental authorities having jurisdiction over the Service.
- 2.2.3 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Missouri Commission's regulations, policies, orders, and decisions.
- 2.2.4 The Company may block any signals being transmitted over its Network by Customers that cause interference to the Company or other Users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.5 Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company may permit a Customer to transfer its existing service to another entity at the same location if the existing Customer has paid all charges owed to the Company. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply. Such transfers also may be subject to termination charges.

Issued: November 3, 2000

Effective: December 5, 2000

Issued by: Constance L. Kirkendall, Director of Regulatory Affairs
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2.0 REGULATIONS (cont'd)

2.3 Customer Liability for Unauthorized Use of the Network

2.3.1 Unauthorized Use of the Network

- (A) Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- (B) The following activities constitute fraudulent use:
 - (1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 - (2) Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 - (3) 800 callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
 - (4) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

Issued: November 3, 2000

Effective: December 5, 2000

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2.0 **REGULATIONS** (cont'd)

2.3 **Customer Liability for Unauthorized Use of the Network** (cont'd)

2.3.1 **Unauthorized Use of the Network** (cont'd)

- (C) Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

2.3.2 **Liability for Unauthorized Use**

- (A) Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- (B) The Customer is responsible for payment of all outbound call charges arising from calls placed to a Customer's 800 service number, whether or not such calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.
- (C) The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages.
- (D) The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

Issued: November 3, 2000

Effective: December 5, 2000

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2.0 REGULATIONS (cont'd)

2.4 Obligations of the Customer

2.4.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this Tariff;
- (B) providing the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer; and
- (C) providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

2.4.2 Service Activation/Deactivation

- (A) To activate or change Service, the Company may require the Customer to place a Service Order containing, but not limited to, the following information: (i) name; (ii) address; and (iii) telephone number.
- (B) The Customer may terminate Service by written notice delivered thirty (30) days prior to the end of the initial term, subject to full payment of the charges, including termination charges, for the Service rendered or, as applicable, for the minimum period or commitment.

Issued: November 3, 2000

Effective: December 5, 2000

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2.0 REGULATIONS (cont'd)

2.4 Obligations of the Customer (cont'd)

2.4.3 Liability of the Customer

- (A) The Customer shall not assert any claim against any other Customer or User of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or User contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or User and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- (B) The Customer shall be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- (C) To the extent caused by any negligent or intentional act of the Customer, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for the interruption of, interference to, or other defect in any service provided by the Company to such third party.

Issued: November 3, 2000

Effective: December 5, 2000

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2.0 REGULATIONS (cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

Customer shall pay Company, monthly in advance, a monthly charge equal to the rate set forth in the Service Description and Rates and Charges or equal to the monthly charge as adjusted under the terms hereof, provided, however, that the first such payment shall be for the period from the Service Commencement Date through the end of the next full month. The non-recurring installation charges are due with such first payment. The Customer is responsible for the payment of all charges for services furnished by the Company to the Customer. Billing for service will commence on the Service Commencement Date. Customer must notify Company in writing of any errors or discrepancies in the billing statement within thirty (30) days of the date the billing statement was mailed to the Customer. The Customer will be obligated to pay all charges shown on the billing statement if the Customer fails to provide such notice. Company's liability for billing errors is limited as provided in Section 2.1.5(C).

Taxes. The Customer shall be responsible for payment of all sales, use, gross receipts, excise, access, bypass, franchise or other local, state and Federal taxes, fees, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the Services rendered by Company (excepting Company's income taxes), all of which shall be designated on the Company's invoices. Any taxes, fees, charges, or surcharges imposed by a local jurisdiction (e.g., county and municipal) will be passed through to the affected Customers.

Issued: November 3, 2000

Effective: December 5, 2000

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2.0 **REGULATIONS** (cont'd)

2.5 **Payment Arrangements** (cont'd)

2.5.2 **Billing and Collection of Charges**

- (A) **Non-recurring Charges.** The non-recurring charges contained in the Service Description are due with the Customer's first payment for charges, which payment shall be for the period from the start of service through the end of the next full month. Non-recurring charges not included with installation charges billed to the Customer shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.

Customer shall be responsible for paying all of the Company's charges for time and material resulting from diagnosing problems that were caused by Customer's equipment.

- (B) **Recurring Charges:** The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- (C) 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 thirty (30) days.
- (D) Billing of the Customer by the Company will begin on the Service Commencement Date and accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

Issued: November 3, 2000

Effective: December 5, 2000

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2.0 REGULATIONS (cont'd)

2.5 Payment Arrangements (cont'd)

2.5.2 Billing and Collection of Charges (cont'd)

- (E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds that are not immediately available upon presentment, then a late payment penalty shall be due to the Company. A late payment charge in the amount of the lesser of 1½% of the unpaid balance per month or the highest percentage allowable by the Commission per month, for bills not paid within thirty (30) days of mailing of the invoice, is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges will be applied without discrimination.
- (F) Customer's liability for charges hereunder shall not be reduced by untimely installation or non-operation of the Customer's or a third party's facilities and equipment.
- (G) The Customer should notify the Company in writing of any disputed items on an invoice within thirty (30) days of the date of mailing of the invoice, and must pay any portion of the bill that is not in dispute. The Company will then follow the Company's procedures and those set forth in the Commission's rules regarding disputed bills. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Missouri Public Service Commission in accordance with the Commission's rules of procedure.

The address of the Commission is as follows:

Governor Office Building
200 Madison Street
P.O. Box 360
Jefferson City, MO 65102-0360

Issued: November 3, 2000

Effective: December 5, 2000

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2.0 REGULATIONS (cont'd)

2.5 Payment Arrangements (cont'd)

2.5.2 Billing and Collection of Charges (cont'd)

- (H) If service is disconnected by the Company and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, restoration of service will be subject to the rates in Section 5.

2.5.3 Bad Check Charge

A charge of \$20.00 will be assessed for any check returned by drawee bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

Issued: November 3, 2000

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2.0 **REGULATIONS** (cont'd)

2.5 **Payment Arrangements** (cont'd)

2.5.4 **Service Deposits**

- (A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be required if the Customer's financial condition is not acceptable to the Company or cannot be ascertained from generally accepted credit reporting sources. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.
- (B) A deposit may be required in addition to an advance payment.
- (C) The Company shall review accounts of Customers with deposits and shall refund deposits with interest if the accounts have been current for the preceding (12) twelve months. The Company will follow the Missouri Commission's rules and procedures regarding refunds of deposits, if any.
- (D) Upon deactivation of Service, the Company shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the company.
- (E) The rates of interest paid will be 5.5%, or the rate established by the Commission.

Issued: November 3, 2000

Effective: December 5, 2000

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2.0 REGULATIONS (cont'd)

2.6 Discontinuance of Service for Cause

- 2.6.1 Upon nonpayment of any sum owing to the Company for more than forty-five (45) days beyond the date the bill for Service is mailed by the Company, the Company may, by giving five (5) days prior written notice to the Customer, discontinue or suspend service without incurring any liability. Service may be reinstated at such time as Customer pays in full all arrearages, including late payment charges.
- 2.6.2 Upon violation of any of the other material terms or conditions of this tariff the Company may, five (5) days after giving written notice to the Customer discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.6.3 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may, by notice to the Customer, immediately discontinue or suspend service without incurring any liability.
- 2.6.4 Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- 2.6.5 When the Company has cause to totally disconnect a residential voice grade service, it shall postpone disconnection of local service after receiving either verbal or written notification of the existence of a medical emergency for a grace period of five (5) business days.

Issued: November 3, 2000

Effective: December 5, 2000

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2.0 REGULATIONS (cont'd)

2.6 Discontinuance of Service for Cause (cont'd)

2.6.6 In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

2.6.7 Upon the Company's discontinuance of service to the Customer under Section 2.6.1 or 2.6.2, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

Issued: November 3, 2000

Effective: December 5, 2000

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2.0 REGULATIONS (cont'd)

2.7 Cancellation of Application for Service

- 2.7.1 Where the Company permits the Customer to cancel an application for service prior to the Service Commencement Date or prior to any special construction, no charges will be imposed except for those specified below.
- 2.7.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levied against the Company that would have been chargeable to the Customer had service begun.
- 2.7.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- 2.7.4 The special charges described in 2.7.1 through 2.7.3 will be calculated and applied on a case-by-case basis.

2.8 Changes in Service Requested

If the Customer makes or requests changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise modifies any provision of the application for service, the Customer's installation fee may be adjusted accordingly.

Issued: November 3, 2000

Effective: December 5, 2000

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2.0 REGULATIONS (cont'd)

2.9 Allowances for Interruptions in Service

2.9.1 General

- (A) A credit allowance will be given when service is interrupted, except as specified in Section 2.9.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- (B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- (C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for testing and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- (D) The Customer shall be responsible for the payment of service charges for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- (E) A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service.

Issued: November 3, 2000

Effective: December 5, 2000

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2.0 REGULATIONS (cont'd)

2.9 Allowances for Interruption in Service (cont'd)

2.9.1 General (cont'd)

(F) Credits for Interruptions

Only those facilities on the interrupted portion of the circuit will receive a credit. A credit allowance will be applied as follows:

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Up to but not including 24 hours	10% of monthly recurring charge
24 hours up to but not including 48 hours	25% of monthly recurring charge
48 hours up to but no including 72 hours	50% of monthly recurring charge
72 hours or greater	100% of monthly recurring charge

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2.0 REGULATIONS (cont'd)

2.9 Allowances for Interruption in Service (cont'd)

2.9.2 Limitations of Allowances

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

- (A) Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- (B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company;
- (D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- (E) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (F) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (G) That was not reported to the Company within thirty (30) days of the date that service was affected.

Issued: November 3, 2000

Effective: December 5, 2000

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2.0 REGULATIONS (cont'd)

2.9 Allowances for Interruption in Service (cont'd)

2.9.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.10 Confidential Information

The Customer shall submit to the Company true and exact information relating to its Service orders and shall advise the Company of any change in such information. The Customer shall have authority to submit such information to the Company. All information exchanged between the Company and Customer shall be kept confidential except that the Company may make Customer information available where necessary to employees or agents of the Company for the purpose of providing Service.

Issued: November 3, 2000

Effective: December 5, 2000

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2.0 REGULATIONS (cont'd)

2.11 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason or breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination.

2.11.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- (A) All unpaid non-recurring charges reasonably expended by the Company to establish service to the Customer, including any installation charges which may have been waived by the Company, provided Customer has been notified of the amount of the waived charges and of Customer's liability therefore on cancellation, plus;
- (B) Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- (C) The difference between the total actual monthly recurring charges to Customer for the Service during the entire time the Service was provided to Customer and the total monthly recurring charges which Customer would have paid or which Customer would have been required to pay if the Service had been based on a month to month term using the Company's most recent tariff prices at the time of cancellation.
- (D) Either party shall have the right to cancel services without liability if Company is prohibited from furnishing the Service or if any material rate or term contained herein is substantially changed by order of the Commission, the Federal Communications Commission, or highest court of competent jurisdiction to which the matter is appealed, or other local, state or federal government authority.

Issued: November 3, 2000

Effective: December 5, 2000

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2.0 REGULATIONS (cont'd.)

2.12 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

2.13 Notices and Communications

- 2.13.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.13.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.13.3 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, 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 The Company 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.

Issued: November 3, 2000

Effective: December 5, 2000

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3.0 APPLICATION OF RATES

3.1 General

The regulations set forth in this section govern the application of rates for services contained in other sections of this Tariff.

3.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 3.2.1 Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded up to the next whole unit.
- 3.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 3.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.
- 3.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.2.5 All times refer to local times where the call is originated.

Issued: November 3, 2000

Effective: December 5, 2000

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3.0 APPLICATION OF RATES (cont'd)

3.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

- 3.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide (L.E.R.G.), issued by and available from the Traffic Routing Administration (TRA) office at Telcordia Technologies, Morristown, New Jersey, and in National Exchange Carrier Association, Inc. Tariff FCC No. 4 ("NECA tariff"), associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

Issued: November 3, 2000

Effective: December 5, 2000

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3.0 APPLICATION OF RATES (cont'd)

3.3 Rates Based Upon Distance (cont'd)

3.3.2 The airline distance between any two rate centers is determined as follows:

- (A) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced NECA tariff.
- (B) Compute the difference between the "V" coordinates of the two Rate Centers; and the difference between the two "H" coordinates.
- (C) Square each difference obtained in step (b) above.
- (D) Add the square of the "V" difference and the square of the "H" difference obtained in step (c) above.
- (E) Divide the sum of the squares by 10 and round to the next higher whole number if any fraction is obtained.
- (F) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

Issued: November 3, 2000

Effective: December 5, 2000

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4.0 DESCRIPTION OF SERVICES

4.1 General

4.1.1 The various types of Company service offerings are described below.

4.1.2 The transmission speeds listed below are maximum speeds. Actual speeds may be lower due to the impact of loop distance, modem technology and other factors. Except as described in Section 4.2, these transmission speeds are not guaranteed.

4.2 Service Quality Guarantees

4.2.1 General

Company is committed to providing a reliable network for its Customers. With that goal, Company guarantees certain performance standards for its network. These include (1) Service Availability, as described in Section 2.9, above; (2) Service Delivery (Throughput), described in Section 4.2.2, below; and (3) Average Network Delay/Latency, described in Section 4.2.3, below. Credit may be available to Customers whose Service quality does not meet the applicable performance standard.

Issued: November 3, 2000

Effective: December 5, 2000

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4.0 DESCRIPTION OF SERVICES (cont'd)

4.2 Service Quality Guarantees (cont'd)

4.2.2 Applicability

A. The Service Availability Guarantees apply only to the following services:

- (1) @Link Branch Service;
- (2) @Link WAN Service;
- (3) @Link Rapid Service;
- (4) @Link Access Service; and
- (5) @Link Nation Service.

B. The Service Delivery Guarantees apply only to the following services:

- (1) @Link Branch Service;
- (2) @Link WAN Service;
- (3) @Link Rapid Service; and
- (4) @Link Access Service.

C. The Average Network Delay/Latency Guarantees apply only to the following services:

- (1) @Link Branch Service;
- (2) @Link WAN Service;
- (3) @Link Rapid Service;
- (4) @Link Access Service; and
- (5) @Link Nation Service.

Issued: November 3, 2000

Effective: December 5, 2000

Issued by: Constance L. Kirkendall, Director of Regulatory Affairs
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4.0 **DESCRIPTION OF SERVICES** (cont'd)

4.2 **Service Quality Guarantees** (cont'd)

4.2.3 **Service Delivery (Throughput) Guarantees**

(A) **General**

Company offers various classes of services to guarantee a minimum level of performance to match Customer's requirements. The three levels of service (Throughput) can be configured and guaranteed to support the more demanding customer applications. Company markets these as Platinum, Gold and Silver levels of service. A fourth service level, Bronze, is available and is what is generally available in the market today.

Throughput measures are based on one-day averages of ATM cell delivery throughout the month and are defined as follows. Cells accepted into the network at the origination point of the service are compared to the cells received at the termination point of the service less any cells that were accepted into the network on a non-conforming basis but dropped during congestion. Compliance with a throughput (SLA) will be based on a one-month average of the daily measurements

(B) **Platinum Class**

The Platinum Class service level guarantees 100% of circuit speed (i.e. Based on offered traffic, over a one-month period, a 384 Kbps virtual circuit will average 384 Kbps guaranteed).

Issued: November 3, 2000

Effective: December 5, 2000

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4.0 DESCRIPTION OF SERVICES (cont'd)

4.2 Service Quality Guarantees (cont'd)

4.2.3 Service Delivery (Throughput) Guarantees (cont'd)

(C) Gold Class

The Gold Class service level allows a customer to achieve 100% of their circuit speed and guarantees 70% of the circuit speed on average if network congestion occurs (i.e. Based on offered traffic, over a one-month period, a 384 Kbps virtual circuit is guaranteed to deliver a minimum average speed of 269 Kbps guaranteed).

(D) Silver Class

The Silver Class service level allows a customer to achieve 100% of their circuit speed and guarantees 30% of circuit speed on average if network congestion occurs (i.e. Based on offered traffic, over a one-month period, a 384 Kbps virtual circuit is guaranteed to deliver a minimum average speed of 115 Kbps guaranteed).

(E) Bronze Class

The Bronze Class service level allows a customer to achieve 100% of their circuit speed and is a best effort circuit speed if network congestion occurs.

(F) Service Credit

If Company is unable to meet its objective for average Throughput in any given month, a penalty equal to 10% of the monthly recurring charge of the affected service will be credited to the Customer.

Issued: November 3, 2000

Effective: December 5, 2000

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4.0 **DESCRIPTION OF SERVICES** (cont'd)

4.2 **Service Quality Guarantees** (cont'd)

4.2.5 **Average Network Delay/Latency Guarantees**

(A) **General**

Company agrees to achieve a Core Network Delay Time ("NDT") objective of 80ms or less for the average core network round trip delay each month. The average core network delay is measured between the main ATM switches in the network core, which consists of all ATM switches beyond the DSLAM. The NDT is measured no less than 4 times every hour to determine average delay on each link between ATM switches. Measurements are averaged over at least a 4-hour period to determine compliance with the stated NDT objective.

(B) **Service Credit**

If Company does not meet its objectives for average Core Network Delay in any given month a penalty equal to 10% of the monthly recurring charge of the affected service will be credited to the Customer.

Issued: November 3, 2000

Effective: December 5, 2000

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4.0 **DESCRIPTION OF SERVICES** (cont'd)

4.2 **Service Quality Guarantees** (cont'd)

4.2.6 **Credit Limitations**

- (A) The Limitations on Allowances listed in Section 2.9.2 of this Tariff also apply to service credits for failing to meet its objective for average Throughput or Average Network Delay/Latency in any given month.
- (B) If Company is unable to achieve more than one of its objectives in the same month or experiences interruptions in service, Customer is entitled to receive credit pursuant only to one of the applicable objective or for interruptions in service.
- (C) All network performance parameters are based on the assumption that the Customer's network is appropriately engineered (e.g. interconnect circuits are maintained within reasonable over-subscription limits). If Company determines that the Customer's network is inappropriately configured, no credits will be given.

4.2.5 **Credit Availability**

Service credits must be claimed within 10 business days of the date of the reported incident, or 10 days within the date a performance report was first available to the Customer, whichever is first. To be eligible for service credits, outage or impairment events must have been reported to Company through standard trouble reporting methods. Company will apply any qualified service credits to the Customer's next monthly invoice.

To claim a credit Company's Customer Center can be reached at:
1-888-375-9750

To report a service issue, Company's Customer Center can be reached at:
1-877-368-1972

Issued: November 3, 2000

Effective: December 5, 2000

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4.0 DESCRIPTION OF SERVICES (cont'd)

4.3 @Link VPN Services

4.3.1 @Link Branch Service

(A) Description

The @Link Branch solution creates a secure point-to-point Virtual Private Network using connections from a host node to one or more branch nodes. @Link Branch connects customer sites together across the @Link ATM-based virtual private data network backbone with dedicated, "always on", high-speed DSL connections. In addition to DSL technology, the @Link Branch customers can choose DS1 access technology on an individual case basis (ICB). Each remote branch site is connected directly to the @Link Branch host, which is responsible for connecting any branch nodes together using its own equipment and address routing methodology. In addition to the above access technology the host site's @Link Branch connection can be DS3 access technology and is available on an individual case bases (ICB). @Link Branch's physical connections are offered at a variety of downstream and upstream speeds as well as Class of Service for Circuit Performance (CoS) levels that meet a wide range of business needs. Standard @Link Branch service includes the DSL circuits and standard performance reports. Customer Premises Equipment (CPE) is not included in the core price and can be leased from @Link.

Issued: November 3, 2000

Effective: December 5, 2000

Issued by: Constance L. Kirkendall, Director of Regulatory Affairs
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4.0 DESCRIPTION OF SERVICES (cont'd)

4.3 @Link VPN Services (cont'd)

4.3.1 @Link Branch Service

(B) Access Circuit Options

- (1) ADSL (downstream/upstream)**
 - 192 Kbps / 128 Kbps - up to 27 Kft from Central Office
 - 768 Kbps / 384 Kbps - up to 22 Kft from Central Office
 - 1.9 Mbps / 850 Kbps - up to 18 Kft from Central Office
 - 4 Mbps / 900 Kbps – up to 14 Kft from Central Office
 - 7.5 Mbps / 1 Mbps – up to 11 Kft from Central Office
- (2) SDSL (symmetrical)**
 - 384 Kbps - up to 18 Kft from Central Office
 - 768 Kbps - up to 18 Kft from Central Office
 - 1.2 Mbps - up to 16 Kft from Central Office
 - 2.3 Mbps- up to 10 Kft from Central Office
- (3) IDSL (symmetrical)**
 - 56 Kbps - up to 18 Kft from Central Office, unrepeated
 - 64 Kbps- up to 18 Kft from Central Office, unrepeated
 - 128 Kbps- up to 18 Kft from Central Office, unrepeated
 - 144 Kbps- up to 18 Kft from Central Office, unrepeated
- (4) ADSL G.Lite (downstream / upstream):**
 - 192 Kbps / 128 Kbps - up to 27 Kft from Central Office
 - 768 Kbps / 384 Kbps - up to 15 Kft from Central Office
 - 1.5 Mbps / 512 Kbps – up to 9 Kft from Central Office

(C) Alternative Circuit Options

- DS-1
- DS-3 Host Node Only (Must be within 25 miles of @Link's Service Node)

Issued: November 3, 2000

Effective: December 5, 2000

Issued by: Constance L. Kirkendall, Director of Regulatory Affairs
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4.0 **DESCRIPTION OF SERVICES** (cont'd)

4.3 **@Link VPN Services** (cont'd)

4.3.2 **@Link WAN Service**

(A) **Description**

The @Link WAN Secure VPN solution enables any customer site to communicate to any other site on a single virtual connection to @Link. Each site can select a single Class of Service for Circuit Performance to support all of its data communications needs, eliminating the need for customers to manage and track multiple virtual connections within its private network. @Link WAN is a scalable, ATM-based virtual private network solution that can support up to 100 business node connections across @Link's data network backbone using dedicated, "always on", high-speed DSL connections. In addition to DSL technology, the customer can choose DS-1 access technology on an individual case basis (ICB). The host site's @Link WAN connection can be DS3 access technology and is available on an individual case bases (ICB). @Link WAN DSL physical connections are offered at a variety of downstream and upstream speeds and Class of Service for Circuit Performance (CoS) levels to meet a wide range of business needs. Standard @Link WAN service includes the DSL circuits and Standard performance reports. Customer Premises Equipment (CPE) is not included in the core price and can be leased from @Link.

Issued: November 3, 2000

Effective: December 5, 2000

Issued by: Constance L. Kirkendall, Director of Regulatory Affairs
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4.0 DESCRIPTION OF SERVICES (cont'd)

4.3 @Link VPN Services (cont'd)

4.3.2 @Link WAN Service (cont'd)

(B) Access Circuit Options

- (1) ADSL (downstream/upstream)
 - 192 Kbps / 128 Kbps - up to 27 Kft from Central Office
 - 768 Kbps / 384 Kbps - up to 22 Kft from Central Office
 - 1.9 Mbps / 850 Kbps - up to 18 Kft from Central Office
 - 4 Mbps / 900 Kbps – up to 14 Kft from Central Office
 - 7.5 Mbps / 1 Mbps – up to 11 Kft from Central Office
- (2) SDSL (symmetrical)
 - 384 Kbps - up to 18 Kft from Central Office
 - 768 Kbps - up to 18 Kft from Central Office
 - 1.2 Mbps - up to 16 Kft from Central Office
 - 2.3 Mbps- up to 10 Kft from Central Office
- (3) IDSL (symmetrical)
 - 56 Kbps - up to 18 Kft from Central Office, unrepeated
 - 64 Kbps- up to 18 Kft from Central Office, unrepeated
 - 128 Kbps- up to 18 Kft from Central Office, unrepeated
 - 144 Kbps- up to 18 Kft from Central Office, unrepeated
- (4) ADSL G.Lite (downstream / upstream):
 - 192 Kbps / 128 Kbps - up to 27 Kft from Central Office
 - 768 Kbps / 384 Kbps - up to 15 Kft from Central Office
 - 1.5 Mbps / 512 Kbps – up to 9 Kft from Central Office

(C) Alternative Circuit Options

- DS-1 (Must be within 25 miles of an @Link POP site)
- DS-3 Host Node Only (Must be within 25 miles of an @Link ATM Switch)

Issued: November 3, 2000

Effective: December 5, 2000

Issued by: Constance L. Kirkendall, Director of Regulatory Affairs
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4.0 DESCRIPTION OF SERVICES (cont'd)

4.4 @Link Rapid Services

4.4.1 Description

The @Link Rapid service is a high-speed, dedicated, "always on", connection from a customer's residence, small office/home office (SoHo) or business to the Internet using DSL access technology over existing telephone lines. In addition to DSL technology the customer can choose DS1 access technology on an individual case basis (ICB). @Link Rapid is offered at a variety of downstream and upstream speeds and Class of Service for Circuit Performance (CoS) levels to meet a wide range of customer needs. Standard @Link Rapid service includes the DSL circuit, @Link Internet Access, one E-mail account with 1 MB of server space and Web-based SLA performance reports. Customer Premises Equipment (CPE) is not included in the core price and can be leased from @Link.

Issued: November 3, 2000

Effective: December 5, 2000

Issued by: Constance L. Kirkendall, Director of Regulatory Affairs
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4.0 **DESCRIPTION OF SERVICES** (cont'd)

4.4 **@Link Rapid Services** (cont'd)

4.4.2 **Access Circuit Options**

- (A) ADSL (downstream/upstream)
 - 192 Kbps / 128 Kbps - up to 27 Kft from Central Office
 - 768 Kbps / 384 Kbps - up to 22 Kft from Central Office
 - 1.9 Mbps / 850 Kbps - up to 18 Kft from Central Office
 - 4 Mbps / 900 Kbps - up to 14 Kft from Central Office
 - 7.5 Mbps / 1 Mbps - up to 11 Kft from Central Office
- (B) SDSL (symmetrical)
 - 384 Kbps - up to 18 Kft from Central Office
 - 768 Kbps - up to 18 Kft from Central Office
 - 1.2 Mbps - up to 16 Kft from Central Office
 - 2.3 Mbps - up to 10 Kft from Central Office
- (C) IDSL (symmetrical)
 - 56 Kbps - up to 18 Kft from Central Office, unrepeated
 - 64 Kbps - up to 18 Kft from Central Office, unrepeated
 - 128 Kbps - up to 18 Kft from Central Office, unrepeated
 - 144 Kbps - up to 18 Kft from Central Office, unrepeated
- (D) ADSL G.Lite (downstream / upstream):
 - 192 Kbps / 128 Kbps - up to 27 Kft from Central Office
 - 768 Kbps / 384 Kbps - up to 15 Kft from Central Office
 - 1.5 Mbps / 512 Kbps - up to 9 Kft from Central Office

4.4.3 **Alternative Circuit Options**

- DS-1
- DS-3 Host Node Only

Issued: November 3, 2000

Effective: December 5, 2000

Issued by: Constance L. Kirkendall, Director of Regulatory Affairs
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4.0 DESCRIPTION OF SERVICES (cont'd)

4.5 @Link Access Service (Wholesale End User Product)

4.5.1 Description

@Link Access is the wholesale access product that the ISP/Service provider resells to their end users. The @Link Access Internet solution is a high-speed, dedicated, "always on", connection from a Customer's residence, small office/home office (SoHo) or business to the Internet using DSL access technology over existing telephone lines. In addition to DSL technology, the customer can choose DS1 access technology on an individual case basis (ICB). @Link Access is offered at a variety of downstream and upstream speeds and Class of Service (CoS) levels to meet a wide range of customer needs.

Issued: November 3, 2000

Effective: December 5, 2000

Issued by: Constance L. Kirkendall, Director of Regulatory Affairs
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4.0 DESCRIPTION OF SERVICES (cont'd)

4.5 @Link Access Service (Wholesale End User Product) (cont'd)

4.5.2 Access Circuit Options

- (A) ADSL (downstream/upstream)
 - 192 Kbps / 128 Kbps - up to 27 Kft from Central Office
 - 384 Kbps / 128 Kbps - up to 22 Kft from Central Office
 - 768 Kbps / 384 Kbps - up to 22 Kft from Central Office
 - 1.9 Mbps / 850 Kbps - up to 18 Kft from Central Office
 - 4 Mbps / 900 Kbps - up to 14 Kft from Central Office
 - 7.5 Mbps / 1 Mbps - up to 11 Kft from Central Office
- (B) SDSL (symmetrical)
 - 192 Kbps - up to 18 Kft from Central Office
 - 384 Kbps - up to 18 Kft from Central Office
 - 768 Kbps - up to 18 Kft from Central Office
 - 1.2 Mbps - up to 16 Kft from Central Office
 - 2.3 Mbps - up to 10 Kft from Central Office
- (C) IDSL (symmetrical)
 - 56 Kbps - up to 18 Kft from Central Office, unrepeated
 - 64 Kbps - up to 18 Kft from Central Office, unrepeated
 - 128 Kbps - up to 18 Kft from Central Office, unrepeated
 - 144 Kbps - up to 18 Kft from Central Office, unrepeated
- (D) ADSL G.Lite (downstream / upstream):
 - 192 Kbps / 128 Kbps - up to 27 Kft from Central Office
 - 384 Kbps / 128 Kbps - up to 25 Kft from Central Office
 - 768 Kbps / 384 Kbps - up to 15 Kft from Central Office
 - 1.5 Mbps / 512 Kbps - up to 9 Kft from Central Office

4.5.3 Alternative Circuit Options

- DS-1 (Must be within 25 miles of an @Link POP site)

Issued: November 3, 2000

Effective: December 5, 2000

Issued by: Constance L. Kirkendall, Director of Regulatory Affairs
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4.0 DESCRIPTION OF SERVICES (cont'd)

**4.6 @Link Nation Service
(Wholesale Providers Access Product into @Link's Network)**

4.6.1 Description

@Link Nation is a wholesale product that allows ISP/ASP providers to purchase and resell high-speed @Link DSL circuits to its Internet access customers. The ISP/ASP can transparently and securely connect those customers to itself across @Link's ATM backbone network. An @Link Nation connection between an ISP and @Link's network allows an ISP to expand its footprint to multiple U.S. markets served by our DSL and DS-1 access products without having to establish local Points of Presence in those markets. Once connected to @Link, an ISP can buy @Link DSL connections to its customer at wholesale rates, and resell the high-speed DSL circuit in a bundled package with its Internet products.

4.6.2 @Link Nation Circuit Options

- DS3 Access Port
- DS3 Access Circuit (within 25 miles of @Link's ATM Switch POP sites)

Issued: November 3, 2000

Effective: December 5, 2000

Issued by: Constance L. Kirkendall, Director of Regulatory Affairs
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5.0 RATES AND CHARGES

5.1 Calculation of Rates

5.1.1 Baseline Price

The pricing of the monthly recurring charges for @Link's services begins with a Baseline Price that reflects the rate for Bronze Class of Service, as defined in section 4.2.3, for a one-year term without any volume discount. All other rates are calculated from this Baseline Price by marking-up or discounting the price based on the applicable Class of Service (e.g., Bronze, Silver, Gold, or Platinum as described in section 4.2.3), term, volume, and, where applicable, mileage.

5.1.2 Determining Rate

For each Service, begin with the Baseline Price of the available Circuit Option to be provided. Then calculate any initial mark-up or discount inherent in the Service (i.e., mileage mark-up for @Link VPN Services or the wholesale discount for @Link Access Service). Using the price from the initial mark-up or discount, calculate the applicable mark-up for Class of Service. Using that price, calculate the applicable term discount or mark-up. Finally, using the price following the term discount or mark-up calculate the volume discount. The resulting figure is the rate for the Service.

For example, based on rates from October 2000, 501 Silver 384Kbps SDSL VPN circuits for a 2-year term with a mileage of one (1) mile would be \$165.65.

Step 1	Baseline (\$150.00) x Mileage Mark-Up (1.10) = \$165.00
Step 2	\$165.00 x Class of Service Mark-Up (1.15) = \$189.75
Step 3	\$189.75 x Term Discount (0.97) = \$184.05
Step 4	\$184.05 x Volume Discount (0.90) = \$165.65

Issued: November 3, 2000

Effective: December 5, 2000

Issued by: Constance L. Kirkendall, Director of Regulatory Affairs
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5.0 RATES AND CHARGES (cont'd)

5.2 Service Charges

5.2.1 Installation Charge

The charge for performing all or part of the operations associated with the connection of a Central Office Line or provision of network access. This is a nonrecurring charge. Special construction charges may apply.

Installation charge, per circuit	
- 1 to 3 year term	\$275.00
- Month-to-month term	\$375.00

5.2.2 Reconfiguration Charge

A Reconfiguration Charge will be assessed when a Customer requests a change to existing service such as an upgrade or downgrade. The fee for a reconfiguration depends on whether a field technician is dispatched to affect the reconfiguration. The following nonrecurring charges apply:

Reconfiguration charge	
- field technician dispatched	\$199.00
- field technician not dispatched	\$99.00

Issued: November 3, 2000

Effective: December 5, 2000

Issued by: Constance L. Kirkendall, Director of Regulatory Affairs
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5.0 RATES AND CHARGES (cont'd)

5.2 Service Charges (cont'd)

5.2.3 Service Order Cancellation Charge

A charge will apply when an End-User cancels a service order. The amount of the charge depends on whether the service order cancellation was requested prior to Company receiving a firm order commitment from the local exchange carrier. The following nonrecurring charges apply:

Service order cancellation charge	
- prior to firm order commitment	\$49.00
- after firm order commitment	\$275.00

5.2.4 Special Construction Charges

From time to time, Customers may request services that require Special Construction as described in Section 2.1.7. In these cases, the Customer will be billed additional charges computed on an ICB.

Issued: November 3, 2000

Effective: December 5, 2000

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5.0 RATES AND CHARGES (cont'd)

5.3 Special Customer Arrangements

5.3.1 Special Customer Arrangements may include engineering, conditioning, installation, construction of facilities, assembly, purchase or lease of facilities, and/or other special services. Appropriate recurring and/or nonrecurring charges will be developed accordingly on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and the use of facilities by other customers.

5.3.2 Each Specialized Customer Arrangement ("SCA") is an individually negotiated contract offering tailored to meet the telecommunications needs of the customer for whom the offering was designed. Each SCA contains a service, or combination of services, and includes supplemental terms and conditions. Unless otherwise specifically provided for, each SCA is available to all similarly situated customers for a period of thirty (30) days following the date of issue of the tariff provision reflecting the SCA or the SCA contact date of the initial customer for whom the SCA was designed, whichever comes first, and the Customer must agree to service installation no later than thirty (30) days following enrollment in the SCA. When SCA terms and conditions not affecting charges are inconsistent with this tariff, the terms and conditions of the SCA will control.

Issued: November 3, 2000

Effective: December 5, 2000

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5.0 RATES AND CHARGES (cont'd)

5.4 Class of Service Adjustments

5.4.1 Description

Depending on the Class of Service selected by Customer, there will be certain percentage mark-ups from the Baseline Rate. It is a mark-up because each Class of Service offers greater levels of guarantees, with Bronze offering the lowest and Platinum offering the highest.

5.4.2 Adjustments for ADSL and G.Lite Circuit Options

<u>Service Level</u>	<u>Mark-Up</u>
Bronze	0%
Silver	80%
Gold	90%
Platinum	100%

5.4.3 Adjustments for SDSL and IDSL Circuit Options

<u>Service Level</u>	<u>Mark-Up</u>
Bronze	0%
Silver	15%
Gold	30%
Platinum	40%

5.4.4 Adjustments for DS-1 Port

<u>Service Level</u>	<u>Mark-Up</u>
Bronze	0%
Silver	26.83%
Gold	46.83%
Platinum	60.49%

Issued: November 3, 2000

Effective: December 5, 2000

Issued by: Constance L. Kirkendall, Director of Regulatory Affairs
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5.0 RATES AND CHARGES (cont'd)

5.5 Term and Volume Discounts

5.5.1 Term Discounts

Company offers discounts for certain services based on the contract term for such services. Company also adds a mark-up for month-to-month (MTM) service. The discounts and mark-up are listed below and all the same for all types of services.

<u>Term</u>	<u>Discount / (Mark-Up)</u>
MTM	15% (mark-up)
1 Year	0%
2 Year	3%
3 Year	6%

Issued: November 3, 2000

Effective: December 5, 2000

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5.0 RATES AND CHARGES (cont'd)**5.5 Term and Volume Discounts (cont'd)****5.5.2 Volume Discounts**

Company offers the following discounts for certain services based on the number of lines or circuits ordered by Customer.

A. Volume Discounts for SDSL and IDSL Circuit Options

	Per Line Discounts Available at Certain Speeds		
	<u>56 – 128 Kbps</u>	<u>144 to 384 Kbps</u>	<u>768 Kbps – 2.3 Mbps</u>
1 to 99 Lines	0%	0%	0%
100 to 499 Lines	0%	5%	10%
500 to 999 Lines	0%	10%	15%
1000 to 5000 Lines	5%	18%	20%

B. Volume Discounts for ADSL and G.Lite Circuit Options

	Per Line Discounts Available at Certain Speeds		
	<u>192 – 384 Kbps</u>	<u>768 Kbps to 1.9 Mbps</u>	<u>4.0– 7.5 Mbps</u>
1 to 99 Lines	0%	0%	0%
100 to 499 Lines	0%	5%	10%
500 to 999 Lines	0%	10%	15%
1000 to 5000 Lines	5%	18%	20%

5.5.3 Additional Term and Volume Discounts

For terms longer than 3 years and volumes greater than 1000 to 5000 lines, rates are calculated on ICB.

Issued: November 3, 2000**Effective: December 5, 2000**

Issued by: Constance L. Kirkendall, Director of Regulatory Affairs
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5.0 RATES AND CHARGES (cont'd)

5.6 Baseline Prices

5.6.1 ADSL Circuit Option

Transmission Rate (downstream/upstream)	Baseline Price
192Kbps / 128Kbps	\$54.00
384Kbps / 128Kbps	\$69.00
768Kbps / 384Kbps	\$89.00
1.9Mbps / 850Kbps	\$237.00
4.0Mbps / 900Kbps	\$321.00
7.5Mbps / 1.0Mbps	\$419.00

Issued: November 3, 2000

Effective: December 5, 2000

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5.0 RATES AND CHARGES (cont'd)

5.6 Baseline Prices (cont'd)

5.6.2 SDSL Circuit Option

Transmission Rates (symmetrical)	Baseline Price
192Kbps	\$127.00
384Kbps	\$150.00
768Kbps	\$245.00
1.2Mbps	\$314.00
2.3Mbps	\$558.00

Issued: November 3, 2000

Effective: December 5, 2000

Issued by: Constance L. Kirkendall, Director of Regulatory Affairs
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5.0 RATES AND CHARGES (cont'd)

5.6 Baseline Prices (cont'd)

5.6.3 IDSL Circuit Option

Transmission Rate (symmetrical)	Baseline Price
56Kbps	\$69.00
64Kbps	\$83.00
128Kbps	\$101.00
144Kbps	\$118.00

Issued: November 3, 2000

Effective: December 5, 2000

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5.0 RATES AND CHARGES (cont'd)

5.6 Baseline Prices (cont'd)

5.6.4 G.Lite Circuit Option

Transmission Rate (downstream/upstream)	Baseline Price
192Kbps / 128Kbps	\$54.00
384Kbps / 128Kbps	\$69.00
768Kbps / 384Kbps	\$89.00
1.5Mbps / 512Kbps	\$179.00

Issued: November 3, 2000

Effective: December 5, 2000

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5.0 RATES AND CHARGES (cont'd)

5.6 Baseline Prices (cont'd)

5.6.5 DS-1 Circuit Option

Transmission Rate	Baseline Price
1.5Mbps	\$279.00
768Kbps	\$205.00
384Kbps	\$155.00

DS-1 Access Charge \$70.00

The DS-1 Access Charge is not subject to discounts or mark-ups.

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Effective: December 5, 2000

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5.0 RATES AND CHARGES (cont'd)

5.7 @Link VPN Services

5.7.1 Applicability

The rates listed in this Section 5.7 apply to both the @Link Branch Service, as described in Section 4.3.1, and @Link WAN Service, as described in Section 4.3.2.

5.7.2 Calculation of Rates

The rates for @Link's VPN services include a mileage element that is reflected in a mark-up from the baseline prices. All other mark-ups or discounts (for Class of Service, Term and Volume) are calculated from the rate after this initial mark-up for VPN is added to the Baseline Price.

The VPN mileage mark-up is as follows:

Mileage	Mark-Up from Baseline Price
0-100 Miles	10%
101-300 Miles	15%
300+ Miles	20%

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5.0 RATES AND CHARGES (cont'd)

5.8 @Link Rapid Service

The rates for the @Link Rapid Service are equal to the applicable Baseline Prices. A charge for Internet access will be added to the rate after all mark-ups and discounts have been calculated from the Baseline Price.

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5.0 RATES AND CHARGES (cont'd)**5.9 @Link Access Service**

The @Link Access product represents Wholesale Pricing. Therefore, these prices are discounted from the baseline prices prior to any Class of Service, Term, or Volume mark-ups or discounts. The following discounts apply:

Mileage	Initial Price
0-100 Miles	Average of 34% Discount from Baseline*
101-300 Miles	15% Mark-Up from 0-100 Mile price
300+ Miles	20% Mark-Up from 0-100 Mile price

* The initial price for an @Link Access DS-1 circuit does not have the 34% discount from the Baseline Price.

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5.0 RATES AND CHARGES (cont'd)

5.10 @Link Nation Service

The following non-recurring and recurring charges apply to @Link Nation Service:

Non-recurring charges

Installation charge	\$7,500.00
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Monthly recurring charges

Port Pricing	\$2,500.00
Access Circuit	\$1,500.00

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5.0 RATES AND CHARGES (cont'd)

5.11 Promotional Offerings

5.11.1 General

The Company may offer special promotions to its Customers waiving certain charges or offering services at special rates. Promotional discounts include but are not limited to reduced monthly rates or charges, incentive subscription bonuses, free service periods, full or partial waivers of installation charges, or any combination thereof. The length of a promotion will be indicated in the promotion and may be extended at the Company's discretion.

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