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July 3, 2000

Mr. Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge  
Missouri Public Service Commission  
The Truman State Office Building 5th Floor  
301 West High Street  
Jefferson City, Missouri 65102

Missouri Public  
Service Commission

Re: Docket No. TA-2000-585 - ConnectSouth Communications of Missouri,  
Inc. Certification Application

Dear Mr. Roberts:

Enclosed for filing in the above referenced proceeding are an original and six (6) copies of ConnectSouth Communications of Missouri, Inc.'s (ConnectSouth) tariff. A copy of this tariff has also been sent to all parties of record U.S. mail.

Please acknowledge receipt of this filing by date-stamping the extra copy of this tariff. Should you have any questions regarding this filing I may be reached at (512) 681-9336.

Sincerely,

Isabel Flores  
Manager of Tariffs & Reporting

Enclosures

Cc: Ms. Mimi MacDonald, Southwestern Bell Telephone Company  
Mr. William K. Haas, Deputy General Counsel, Missouri PSC  
Mr. Michael F. Dandino, Senior Public Counsel, Office of Public Counsel  
Ms. Lisa C. Creighton, Sonnenschein Nath & Rosenthal

200100009

Regulations, Rates and Charges  
Applying to the Provision of Telecommunications Services  
For Wholesale Customers within the Operating Territory of

**CONNECTSOUTH COMMUNICATIONS OF MISSOURI, INC.**

This tariff applies to the interexchange and local exchange telecommunications services furnished by ConnectSouth Communications of Missouri, Inc. ("ConnectSouth") in the State of Missouri. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at ConnectSouth's principal place of business, 9600 Great Hills Trail, Suite 250 East, Austin, Texas 78759.

**ConnectSouth Communications of Missouri, Inc.  
operates as a competitive telecommunications company within the  
State of Missouri.**

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REFERENCE TO OTHER TARIFFS AND/OR PUBLICATIONS

The Local Exchange Routing Guide (LERG) is referenced in this tariff and may be obtained from:

Telcordia Technologies, Inc.  
Customer Services Division  
8 Corporate Place, PYA 3A-184  
Piscataway, NJ 08854-4156

The following rule parts are noted in this tariff and are available from the U.S. Government Printing Office, Superintendent of Documents, 710 North Capitol Street, Washington, DC 20402:

47 C.F.R. Part 68

REFERENCE TO OTHER TARIFFS AND/OR PUBLICATIONS

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47 C.F.R. Part 68

1. GENERAL INFORMATION

1.1 Application of Tariff

- 1.1.1 This tariff sets forth the regulations, rates and charges for the provision of Wholesale Services (hereinafter Services) in Missouri where it has received certification.
- 1.1.2 Services provided to Customers of ConnectSouth Communications of Missouri, Inc., (hereinafter the "Company,") include, but are not limited to Digital Subscriber Line (hereinafter DSL), T-1, and other Miscellaneous Services.
- 1.1.3 Services provided to Customers of the Company will be provided subject to the availability of equipment and facilities. In the event the requested Service or Services cannot be provisioned, the Company will so advise the Customer in writing.

1. GENERAL INFORMATION (Cont'd)

1.2 EXPLANATION OF SYMBOLS

- (C) To signify changed regulation.
- (D) To signify deleted or discontinued rate or regulation.
- (E) To signify the correction of an error made during a revision.
- (I) To signify a rate increase.
- (M) To signify material relocated from one page to another without change.
- (N) To signify new rate, regulation, or text.
- (R) To signify a rate reduction.
- (S) Matter appearing elsewhere or repeated for clarification.
- (T) To signify a change in text, but no change in rate, charge, or regulation.
- (V) Signifies vintage tariff.

1. GENERAL INFORMATION (Cont'd)

1.3 EXPLANATION OF ABBREVIATIONS

ATM	Asynchronous Transfer Mode
CO	Central Office
CP	Customer Premises
CTP	Certificated Telecommunications Provider
DS	Digital Standard
DSL	Digital Subscriber Line
DLSAM	Digital Subscriber Line Access Multiplexer
FCC	Federal Communications Commission
ICB	Individual Case Basis
IDSL	ISDN Digital Subscriber Line
ILEC	Incumbent Local Exchange Carrier
ISDN	Integrated Services Digital Network
LATA	Local Access & Transport Area
NRC	Nonrecurring Charge
SR	Service Request
SWC	Serving Wire Center
VG	Voice Grade
xDSL	Digital Subscriber Line

1. GENERAL INFORMATION (Cont'd)

1.4 DEFINITIONS

Access

The ability to enter or exit a local exchange network in order to complete a communication.

Access Charge

Charges assessed to the Customer through which the provider of the switch or facilities is compensated for use of the network components.

Advance Payment

Part or all of a payment required before the start of Service.

Asynchronous Transfer Mode (ATM)

Asynchronous Transfer Mode is a protocol that packs digital information into 53-byte cells that are switched throughout a network over virtual circuits.

Commission

The Missouri Public Service Commission.

Company

ConnectSouth Communications of Missouri, Inc., the issuer of this tariff.

Conditioning

Action taken or equipment provided to ensure appropriate transmission characteristics for specific circuits.

Customer

The person, firm or corporation that orders Service from the Company and is responsible for the payment of charges and compliance with the Company's regulations.

Customer Node

The equipment located at a Customer designated premises that terminates a high speed optical channel and converts the signal from an optical to an electrical format.

Customer Premises

Customer Premises (CP) shall be the premises agreed to by the Company and the Customer.

Dedicated Facility

A facility, circuit or equipment system or subsystem set aside for the sole use of a specific Customer.

Digital Subscriber Line (DSL)

An access technology that allows high-speed data to be sent over local exchange Service copper facilities.

Digital Subscriber Line Access Multiplexer (DSLAM)

The Digital Subscriber Line Access Multiplexer uses Digital Subscriber Line and Asynchronous Transfer Mode technologies to deliver high-speed data rates over the existing copper network.

1. GENERAL INFORMATION (Cont'd)

1.4 DEFINITIONS (Cont'd)

End User

The purchasers of data Services from Customers of the Company.

End User Common Line Charge

A recurring flat monthly charge per line to business end users.

Exchange

The geographic area established by the Company for the provision of Services.

Fiber Optic Line

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.

Hub

A physical arrangement/location where bridging and/or multiplexing functions are provided.

Individual Case Basis

Pricing arrangement based on a unique Customer request.

Integrated Services Digital Network (ISDN)

Integrated Services Digital Network provides the standard interface for digital communications networks and is capable of carrying data, voice, and video over digital circuits.

Kbps

Kilobits, denotes one thousand bits per second.

Local Access and Transport Area

Geographic areas established for defining the territory within which a Bell Operating Company may offer its exchange telecommunications and exchange access Services. Other communications entities may be associated with a BOC LATA or Independent Exchange Carrier's Market Service Area.

Mbps

Megabits, denotes millions of bits per second.

Market Service Area

The geographic area established by an Independent Exchange Carrier not associated with a Bell Operating Company LATA within which they may offer exchange or exchange access telecommunications Service.

1. GENERAL INFORMATION (Cont'd)

1.4 DEFINITIONS (Cont'd)

Multiplexing

The process of combining multiple parallel circuits into a single communications channel.

Network

The Company's facilities and/or purchased facilities as part of an interconnection agreement.

Nonrecurring Charge

A one-time charge, generally applied to activities associated with the establishment of Service, construction, rearrangements, and/or optional features and functions.

Optional Features and Functions

These are features and functions a Customer may order to improve the quality or utility of Access Services.

Packet Data Network

A high-speed digital data transport mechanism that moves variable length packets or frames through the network to the same or different addresses.

Premises

Space occupied by a Customer or authorized user in a building or buildings or contiguous property (except railroad rights-of-way) not separated by a highway.

Point of Termination

A physical point within a LATA or Market Service Area at which the Company's responsibility for Service ends.

Recurring Charges

Monthly charges to the Customer for Services, facilities and equipment that continue for the agreed-upon duration of the Service.

1. GENERAL INFORMATION (Cont'd)

1.4 DEFINITIONS (Cont'd)

Service Commencement Date

The first day following the date 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 which does not conform to standards set forth in the Service Order or this tariff. In the latter case, the Service Commencement Date is the date of the Customer's acceptance. The parties may mutually agree on a substitute Service Commencement Date.

Service Request

A written request for Services initiated by the Customer to the Company in the format devised by the Company. The signing of a Service Request by the Customer and acceptance by the Company initiates the respective obligations of the parties set forth herein pursuant to this tariff, but the duration of Service is calculated from the Service Commencement Date. It is sometimes referred to as a Service Order (SO).

T-1

A digital transmission link with a signaling capacity of 1.544Mbps.

Wire Center

A building in which the Company's switching center is located for the purpose of providing Service.

xDSL

The generic term for Digital Subscriber Line technology.

1. GENERAL INFORMATION (Cont'd)

1.5 WAIVERS

ConnectSouth Communications of Missouri, Inc. is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived pursuant to Section 392.420, RSMo:

STATUTES

Section 392.270	-	Property Valuation
Section 392.280	-	Depreciation Accounts
Section 392.290	-	Issuance of Securities
Section 392.310	-	Stock and Debt Issuance
Section 392.320	-	Stock Dividend Payment
Section 392.330	-	Issuance of Securities, Debts and Notes
Section 392.340	-	Reorganization

COMMISSION RULES

4 CSR 240-10.010(2)	-	Records Kept Within State
4 CSR 240-10.020	-	Depreciation Fund Income
4 CSR 240-30.010(2)(C)	-	Rate Schedules
4 CSR 240-30.040	-	Uniform System of Accounts
4 CSR 240-32.030(4)(C)	-	Exchange Boundary Maps
4 CSR 240-32.050(3)(B), (4)	-	Exchange Boundary Maps, Publication of Directories

2. GENERAL REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to provide Service(s) and the furnishing of the transmission of information.

2.1.2 Terms and Conditions

2.1.2.1 Services are provided 24 hours daily, seven days per week except as set forth in other applicable sections of this tariff. Service is provided on the basis of a minimum period of one month. For purposes of computing charges in this tariff, a month is considered to have 30 days.

2.1.2.2 Customers are required to enter written service requests (SRs) with specific descriptions of Service(s) ordered as more specifically covered in the Ordering (Section 3) of this tariff.

2.1.2.3 The Company does not undertake to transmit messages under this tariff or jointly participate in the Customer's communications. The Customer shall be solely responsible for message content.

2.1.2.4 The Company will test, for maintenance purposes, its Service to the extent necessary to detect and/or clear troubles.

2.1.2.5 Upon expiration of the initial term specified in each SR, 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 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service order and this tariff prior to termination.

2.1.2.6 Service may be terminated on written notice to the Customer if the Customer is using the Service in violation of the tariff or the Customer is using the Service in violation of the law.

2.1.2.7 This tariff shall be interpreted and governed by the rules and/or guidelines of the Federal Communications Commission and the Missouri Public Service Commission.

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Limitations

2.1.3.1 Assignment or Transfer of Services

The Customer may assign or transfer the use of Service(s) provided under this tariff only where there is no interruption of use or relocation of the Service(s). Such assignment or transfer may be made to:

Another individual, partnership, association or corporation provided the assignee or transferee assumes all outstanding indebtedness for such services, and the un-expired portion of the minimum period and any termination liability applicable to such Service(s).

In all cases of assignment or transfer, the written acknowledgment and permission of the Company is required prior to such assignment or transfer. This acknowledgment shall be made within 30 days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transfer.

The assignment or transfer of Services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

2.1.3.2 Provisioning Sequence

The Services offered herein will be provided to Customers on a first-come, first-served basis. The first-come, first-received sequence shall be based on the received time and date recorded by stamp or other notation by the Company on the Customer's SR. SRs must contain all the required information for each respective Service so delineated in other sections of this tariff. The Customer's SRs will not be deemed to have been received until such information is provided.

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Limitations (Cont'd)

2.1.3.3 Ownership of Facilities

The title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors, or successors and assigns.

2.1.3.4 Liability

- (1) The liability of the Company for damages arising out of 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 arising out of failure to furnish the Service, whether caused by acts or omission, shall be limited to an amount which shall not exceed an amount equal to the proportionate charge for the period during which the Service was affected. The grant of such an amount for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service or equipment, or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- (2) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the U. S. Government, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections, riots, wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.
- (3) The Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's Customers' facilities or equipment used for connection to the Company's Services; or (b) for the acts or omissions of common carriers or warehousemen.

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Limitations (Cont'd)

2.1.3.4 Liability (Cont'd)

- (4) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer due to the failure or malfunction of Customer-provided equipment or facilities.
- (5) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by 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 any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- (6) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of Service(s) or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's employees or agents.
- (7) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from the Customer's use of Service(s), involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- (8) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific Service(s) giving rise to the claim. No action or proceeding against the Company shall be commenced more than two years after the Service is rendered.
- (9) The Company makes no warranties or law, statutory representations, express or implied either in fact or by operation of or otherwise, including warranties of merchantability or fitness for a particular use.

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Provision of Equipment and Facilities

- 2.1.4.1 The Company shall use reasonable efforts to make available Service(s) to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer, with the regulations contained in this tariff and subject to the availability of services from other carriers relied upon by the Company for the provision of the Company's Service(s). The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- 2.1.4.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon written consent of the Company.
- 2.1.4.3 The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the fundamental features and functions of the Service provided to the Customer.
- 2.1.4.4 The Customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's employees or agents to the premises of the Customer and/or the Customer's end users 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.
- 2.1.4.5 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities or Service(s) offered under this tariff, and to the maintenance and operation of such facilities or Service(s). Subject to this responsibility, the Company shall not be responsible for:
  - (1) The transmission of signals by Customer-provided equipment or for the quality of, or defects in such transmission, or
  - (2) The reception of signals by Customer-provided equipment.

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Equipment or Facilities

2.1.5.1 The Company will provide to the Customer, upon reasonable notice, the Service(s) offered in other applicable sections of this tariff at rates and charges specified therein. Service(s) will be made available to the extent that such Service(s) is or can be made available with reasonable effort, and after provision has been made for the Company's Services.

2.1.5.2 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered, when necessary because of a lack of facilities or due to some other cause beyond the Company's control.

2.1.5.3 The Company may, where such action is reasonably required in the operation of its business, substitute, change or rearrange any facilities used in providing Service(s) under this tariff. The Company shall not be responsible if any such substitution, change or rearrangement renders any Customer-furnished equipment or Service(s) obsolete or requires modification or alteration thereof or otherwise affects the operating characteristics of the equipment, facility or Service. The Company will provide reasonable notification to the Customer in writing. The Company will work cooperatively with the Customer and provide reasonable time for any redesign and implementation required by the change in operating characteristics.

2.1.6 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' Service(s). No specific advance notice period is applicable to all Service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned Service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer might not be possible.

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.7 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company'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 the Company 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 installation charges will be adjusted to reflect increases in costs incurred by the Company.

2.1.8 Special Construction/Special Arrangements

2.1.8.1 Subject to the plans of the Company and to all of the regulations contained in this tariff, special construction or special arrangements to acquire facilities may be undertaken on a reasonable-efforts basis at the request of the Customer. Special construction is that construction undertaken of a type other than that which the Company would normally utilize in furnishing its Service(s): over a route other than that which the Company utilizes in furnishing its Service(s); where facilities are not presently available, and no other requirement exists for the facilities so constructed; on a temporary basis until permanent facilities are available; in a quantity greater than that which the Company would normally construct; facilities required on an expedited basis and/or requiring abnormal costs; or in advance of its normal construction. The Company will determine any Special Construction charges, and the Customer shall approve the Special Construction charges prior to the start of such construction.

2.1.8.2 Special arrangements generally refer to the procurement of facilities where Company facilities are not available and where arrangements or agreements from another entity are required to provision the Service.

2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Customer

2.2.1 Responsibilities of the Customer

The Customer shall be responsible for the following:

- (a) Ensuring that the characteristics and methods of operation of any circuits, facilities or equipment not provided by the Company and associated with the facilities utilized to provide Service(s) under this tariff shall not interfere with or impair Service over facilities of the Company; cause damage to their plant; impair privacy or create hazards to employees or the public;
- (b) The Service provided under this tariff shall not be used for an unlawful purpose or used in an abusive manner which would reasonably be expected to frighten, abuse, torment or harass another or interfere with use of Service by one or more other Customers;
- (c) Customers who intend to use the Company's offerings for resale and/or for shared use may be required to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws; and state and federal regulations, policies, orders, guidelines and decisions;
- (d) Payment of all applicable charges pursuant to this tariff;
- (e) Damage to or loss of the Company's facilities or equipment caused by acts or omissions of the Customer; or noncompliance by the Customer; or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the Company's employees or agents;
- (f) Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain proper operating environment on such premises;
- (g) Where applicable, obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of cables and associated equipment used to provide Services to the Customer from the building service entrance or property line to the location of the equipment space. Any costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer;

2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

2.2.1 Responsibilities of the Customer (Cont'd)

- (h) Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g., asbestos) prior to any construction or installation work;
- (i) Complying with all laws and regulations applicable to Customer's provision of service to its end users, and obtaining all consents, approvals, licenses, and permits as may be required with respect to the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under 2.2.1(g), preceding, and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, testing, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (j) Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (k) Customers will use the Service provided by the Company in a manner, and at all times, consistent with the tariff obligations identified herein and shall not utilize the Company's Service(s) in any manner that:
  - (1) Interferes with or impairs the Services(s) of the Company, other carriers, or other Customers;
  - (2) Causes damage to Company facilities;
  - (3) Interferes with the privacy of communications;
  - (4) Creates a hazard to the Company's employees or the public; or
  - (5) Interferes, frightens, abuses, torments, harasses or unreasonably interferes with the use of the Company's Service by others.

2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

2.2.2 Claims

With respect to any Service or facility provided by the Company, Customer shall indemnify, defend, and hold harmless the Company from and against all claims, actions, damages, liabilities, costs, and expenses for:

- (a) Any loss, destruction, or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees, or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives, or invitees; or
- (b) Any claim, loss, damage, expense, or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's Service(s) and facilities in a manner not contemplated by the agreement between Customer and Company.

2.3 Customer Equipment and Channels

2.3.1 General

A Customer may transmit or receive information or signals via the facilities of the Company. The Company's Services are designed primarily, but not exclusively, for the transmission of data signals, except as otherwise stated in this tariff. The Company does not guarantee that its Service(s) will be suitable for purposes other than data communication except as specifically stated in this tariff.

2.3.2 Terminal Equipment

- 2.3.2.1 The Company may require that the Customer use only Company approved and/or provided terminal equipment.
- 2.3.2.2 Terminal equipment on the Customer premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer.
- 2.3.2.3 The Customer is responsible for ensuring that Customer equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2. GENERAL REGULATIONS (Cont'd)

2.3 Customer Equipment and Channels (Cont'd)

2.3.3 Interconnection of Facilities

2.3.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

2.3.3.2 Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with the terms and conditions of the tariffs or contracts of other communications carriers that are applicable to such connections.

2.3.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all Customer-provided wiring shall be installed and maintained in compliance with those regulations.

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(1)

2.3.4 Inspections

2.3.4.1 Upon notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.3.2 for the installation, operation and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

2.3.4.2 If the protective requirements for Customer provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including but not limited to the suspension of Service, to protect its facilities, equipment and personnel from harm.

- (1) Issued under the authority of Special Permission No. 99-58 of the Federal Communications Commission.

2. GENERAL REGULATIONS (Cont'd)

2.3 Customer Equipment and Channels (Cont'd)

2.3.5 Prohibited Uses

- 2.3.5.1 The Service(s) the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorization, licenses, consents, and permits.
- 2.3.5.2 The Company may require applicants for Service who intend to use the Company's offerings for resale and/or shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws, and state and federal regulations, policies, guidelines, orders and decisions.
- 2.3.5.3 The Company may require a Customer to immediately stop its transmission of signals if said transmission is causing interference to others. Failure to do so may result in the Company terminating the service.

2.4 Payment Arrangements

2.4.1 Payment for Service

The Company shall bill on a current basis all charges incurred by and credits due to the Customer under this tariff attributable to Service(s) established or discontinued during the preceding billing period. If applicable, End User Common Line Service charges are billed in advance. Charges for the Federal Government are billed in arrears.

The Customer is responsible for the payment of all charges for facilities and Service(s) furnished by the Company. All bills are due 31 days after the bill day (payment date) or by the next bill date, whichever is the shortest interval, and are payable in immediately available funds.

- 2.4.1.1 The Customer is responsible for payment of appropriate sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on the Company's net income) imposed or based upon the provision, sale or use of the Company's Service(s).

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.2 Billing and Collection of Charges

- 2.4.2.1 The Company will establish a bill day each month for Customer accounts. Each bill will include industry standard descriptions of Service(s) rendered for the period covered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges for any prior period.
- 2.4.2.2 A Nonrecurring Charge is due and payable within 30 days after the invoice date, unless otherwise agreed to by the Company.
- 2.4.2.3 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which Service is provided; Recurring Charges shall be due and payable within 30 days after invoice date, unless otherwise agreed to by the Company.
- 2.4.2.4 Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs, and will be due and payable within 30 days after invoice date.
- 2.4.2.5 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-rate basis with every month considered to have 30 days.
- 2.4.2.6 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the Service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties. The Service Order Billing accrues through, and includes the day that the Service, circuit, arrangement or component is discontinued.

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.2 Billing and Collection Charges (Cont'd)

2.4.2.7 If any portion of the Customer's payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due the Company. The late payment penalty shall be the portion of the payment not received by the due date, multiplied by a late factor. The late factor shall be the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily from the payment date to and including the date the Customer actually makes the payment to the Company; or

2.4.2.8 In addition to other penalties or fees, the Customer will be assessed a charge of twenty-five dollars (\$25) for each check submitted by the Customer to the Company which a financial institution refuses to honor for insufficient funds or a non-existent account.

2.4.2.9 If service is disconnected by the Company in accordance with Section 2.4.4 following, and later restored, restoration of Service will be subject to all applicable reconnection or reestablishment charges.

2.4.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the Service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.4 Discontinuance of Service

- 2.4.4.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten (10) days prior written notice to the Customer, discontinue or suspend Service without incurring any liability.
- 2.4.4.2 Upon violation of any of the other material terms or conditions for furnishing Service, the Company may discontinue or suspend Service by giving 30 days prior notice in writing to the Customer without incurring any liability if such violation continues during the period.
- 2.4.4.3 Upon condemnation of any material portion of the facilities used by the Company to provide Service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend Service without incurring any liability.
- 2.4.4.4 Upon any governmental prohibition or required alteration of the Service(s) to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue Service without incurring any liability.
- 2.4.4.5 Upon the Company's discontinuance of Service to the Customer under Section 2.4.4.1 or 2.4.4.2, 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 Service(s) would have otherwise been provided to the Customer to be immediately due and payable.

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.5 Cancellation of Application for Service

Provisions for the cancellation of an Application for Service are provided here and are set forth in other applicable sections of this tariff.

2.4.5.1 Applications for Service cannot be cancelled unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for Service prior to the start of Service or prior to any special construction, no charges will be imposed except for those specified below.

2.4.5.2 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, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.4.5.3 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 the Company incurred, less net salvage, shall 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 special construction or arrangements incurred by the Company.

2.4.5.4 The special charges described in 2.4.5.1 through 2.4.5.3 will be calculated and applied on a case-by-case basis.

2.4.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specification service parameters, premises locations, or requests expedited provisioning, or otherwise materially modifies any provision of the application for service, the Customer's installation fee and/or recurring charges shall be adjusted accordingly.

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.7 Allowances for Interruptions in Service

A Service is interrupted when it becomes unusable to the Customer because of a failure of a facility component used to furnish Service under this tariff or in the event that the protective controls applied by the Company result in a complete loss of Service by the Customer. An interruption begins when an inoperable Service is reported to the Company and ends when the Service is operable. If the Customer reports a Service, facility or circuit inoperable, but declines to release it for testing and repair, it is considered to be adversely affected, but not interrupted. In case of an interruption to any Service, allowance for the period of interruption, if not due to the negligence of the Customer, shall be provided.

2.4.7.1 No credit shall be allowed for an interruption of less than 4 hours. The Customer shall be credited for an interruption of 4 hours or more at the rate of 1/1440 of the monthly charges for the facility or major fraction thereof that the interruption continues. The monthly charges used to determine the credit shall include the Service, Service elements and any optional features and functions associated with the Service.

2.4.7.2 A credit allowance does not apply in the following cases:

- (a) Interruptions caused by the negligence of, or noncompliance with the provisions of this tariff by the Customer, or other common carrier providing service connected to the Service of the Company.
- (b) Interruptions of a Service due to the failure of equipment or systems provided by the Customer or others.
- (c) Interruptions of a Service during any period in which the Company is not afforded access to the premises.

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.7 Allowances for Interruptions in Service (Cont'd)

2.4.7.3 A credit allowance does not apply in the following cases: (Cont'd)

- (d) Interruptions of Service 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.
- (e) Interruptions of Service due to circumstances or causes beyond the control of the Company or where the Customer continues to use the Service on an impaired basis.
- (f) In the case of an interruption to any Service, allowance for the period of interruption if the interruption is not due to the negligence of the Customer.

2.4.7.4 The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any monthly rate for the service interrupted in any one monthly billing period.

2.4.7.5 Use of an Alternative Service Provided by the Company.

Should the Customer elect to use an alternative service provided by the Company during the period that a Service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.7 Allowances for Interruptions in Service (Cont'd)

2.4.7.6 Re-establishment of Service Following Fire, Flood, etc.

Charges do not apply for the re-establishment of Service following a fire, flood or other occurrence attributed to an Act of God provided that the Service:

- (a) Is the same type as was in service prior to the occurrence,
- (b) Is for the same Customer at the same location on the same premises, and
- (c) Is reestablished within 60 days of the occurrence. The 60 days may be extended for a reasonable period if the renovation of the original location on the premises is not practical.

Nonrecurring charges will apply for establishing Service at a new location on the same premises or for temporary Service at a different premise pending re-establishment of Service at the original location. The Customer shall participate, in cooperation with the Company, in planning the actions to be taken to enable or maintain maximum network capability following natural or man-made disasters affecting Service(s).

2. GENERAL REGULATIONS (Cont'd)

2.5 Billing

2.5.1 Title or Ownership Rights

The payment of rates and charges by Customers for the Services offered under the provisions of this tariff does not assign, confer, or transfer title or ownership rights to proposals or facilities developed or utilized respectively by the Company in provision of such Services.

2.5.2 Billing Standards

2.5.2.1 The Company shall produce verifiable and auditable bills in general conformance with accepted industry standards for companies that do not provide bills under a mechanized Carrier Access Billing System/Billing Output Specification (CABS/BOS) equivalent System.

2.5.2.2 A bill is comprised of one or more billing elements, including usage sensitive charges, distance sensitive charges, monthly flat-rated charges, individual-case-based (ICB) charges, and non-recurring or special miscellaneous charges that may be appropriate.

2. GENERAL REGULATIONS (Cont'd)

2.5 Billing (Cont'd)

2.5.3 Suspension, Termination or Refusal of Service

2.5.3.1 Service may be suspended or terminated for nonpayment (subject to exceptions provided in Section 2.5.4) of any bill or deposit until such bill or deposit is paid. If Service is suspended or terminated for nonpayment, the Customer must remit a connection charge as well as any payment due and any deposit requested by the Company prior to reconnection or reestablishment of Service.

2.5.3.2 Suspension or termination of Service will not be made until after: (1) at least 30 days written notification has been served on the Customer; or (2) at least 30 days after verification of receipt of notification has been made by the Company. Service shall not be suspended or terminated on weekends, legal holidays or on days when the business office of the Company is not open for business.

2.5.3.3 When a Customer refuses to pay bills rendered or deposits requested (subject to exceptions shown in Section 2.5.4) the Company may refuse to process existing orders for Service(s) or to accept new orders for Service.

2.5.3.4 The Company, after providing notice in writing to the Customer, may suspend, terminate or refuse Service(s) in the event of unauthorized use of Service(s) or facilities received from the Company, where the Customer is indebted to the Company for previously furnished Service(s) or facilities or where the use of Service(s) or facilities have been abandoned. Customers will have an appropriate opportunity to respond to such notice.

2.5.4 Exceptions to Suspension, Termination or Refusal of Service

2.5.4.1 Service(s) shall not be suspended, terminated, or refused in the following instances:

- (a) For nonpayment of billed amounts that are in dispute while an investigation of the dispute is being made by the Company. Undisputed amounts and subsequent bills must be paid on a timely basis; the Company shall be the sole determiner of a frivolous dispute;
- (b) For nonpayment of Service which has been billed but not rendered; or
- (c) For nonpayment of billed amounts for charges other than those for the Service.

3. ORDERING

3.1 General

This section sets forth the regulations and order related charges for Service(s) shown in other sections of this tariff. Order charges are in addition to other applicable charges for Service(s) provided. A Service Request (SR) is an order to provide the Customer with Service or to provide changes to existing services.

A Customer may order any number of Services of the same type and between the same premises on a single SR. All details for Services for a particular order must be identical except for those for multi-point Service.

The Customer shall provide to the Company the following information in addition to other requirements of this section:

- (1) Customer name and premises address;
- (2) Billing name and address, if different from Customer name and address; and
- (3) Customer contact name(s) and telephone number(s) for order confirmation, order provisioning information, order negotiation, interactive engineering design, installation and billing.

3.1.1 Service Installation

The Company will provide Service in accordance with the Customer's requested Service date, subject to the constraints established by the Company schedule of Service dates.

The Company schedule shall specify the applicable service interval for Service(s) and the quantities of Service(s) that can reasonably be provided by a service date. Said schedule will be available to Customers upon request and will be provided in a reasonable period of time.

Installation of Service(s) will be during Company business days and hours. Customer requests for installations outside of scheduled work hours, if agreed to by the Company, will be subject to applicable additional labor charges.

The Company will not accept orders for Service that are for a date more than six months from the current date. The Company will, however, accept information for planning purposes in advance of order placement.

3. ORDERING (Cont'd)

3.1 General (Cont'd)

3.1.2 Expedited Orders

When a Customer places a SR and requests a Service date that is prior to the Company's applicable interval Service date of the Company, or when a Customer requests an earlier Service date on an existing SR, the Company, in addition to other applicable charges for modification or Service date change, will determine if it can meet the requested date and what additional labor and/or extraordinary costs are required. The Customer will be notified of the additional estimated costs for authorization.

Upon authorization of additional costs by the Customer, the Company will keep a record to accumulate such costs and assure that costs will not exceed ten (10) percent of the estimated charges to the Customer.

3.2 Ordering Requirements

3.2.1 Miscellaneous Services

3.2.1.1 Miscellaneous Services may include, but are not limited to testing, special facilities routing, and additional labor. These items may be ordered initially or may subsequently be added to a pending order at any time up to and including the Service date for the Service. When a Service date change results from ordering these Miscellaneous Services, the appropriate Service Date Change and/or Design Change charge will apply.

3.2.1.2 When the Company determines that Additional Engineering is necessary to accommodate a Customer request, the Customer will be notified by the Company of the reason for, and amount of Additional Engineering. A firm order will only be established where the Customer agrees to the Additional Engineering. The Company will assure that Additional Engineering charges do not exceed the estimate by more than ten (10) percent.

3.2.1.3 In any instance, where a Service Order affects more than one communications company, the Customer must also provide a copy of the order to the company(s) involved.

3. ORDERING (Cont'd)

3.3 Ordering Charges

3.3.1 Order Charge

3.3.1.1 An Order Charge is applied to all Customer requests for new, additions, or changes and rearrangements to existing Services, except as follows:

- (1) When a Service Date Change Charge is applicable;
- (2) When a Design Change Charge is applicable;
- (3) When a change to a pending order does not result in the cancellation of the pending order and the issuance is a new order;
- (4) When a Miscellaneous Service Order Charge is applicable;
- (5) When a Company initiated network reconfiguration requires a Customer's existing Service to be reconfigured.

3.3.1.2 An Order Charge will be applied on a per order basis to each order, or copy of an order received by the Company.

3. ORDERING (Cont'd)

3.3 Ordering Charges

3.3.2 Order Change Charge

Order Change Charges involve Service date changes and/or design changes. A change would be a Customer request any time prior to the Service date for the requested Service(s). Any increase in the number of lines, will be treated as a new order (for the increased amounts) rather than a change order. When order changes are necessary to satisfy transmission performance requirements for Service, these changes will be made by the Company without order change charges to the Customer.

3.3.3 Service Date Change Charge

A change of Service date is a change of the scheduled Service date by the Customer to either an earlier or later date that does not exceed thirty (30) calendar days from the original Service date. The Customer may request a change of Service date on a pending Service Request prior to the Service date, and if the Company can accommodate the change, a new Service date will be set, and a Service date change charge will apply.

3.3.4 Design Change Charge

A design change is any change to a Service Request that requires engineering review prior to the requested service date. Changes of this nature require the issuance of a new order and cancellation of the original order. Design changes would include such items as the addition or deletion of optional features or functions, change in type of transport termination, type of channel interface group or technical specification changes.

The Company will review the requested Customer change and notify the Customer if the change is a design change, if it can be accommodated, and if a new Service date is required. Upon Customer approval of such change, a Design Change Charge would apply in addition to any other charges (e.g., service date change).

3. ORDERING (Cont'd)

3.3 Ordering Charges (Cont'd)

3.3.5 Miscellaneous Service Order Charge

A Miscellaneous Service Order Charge is for compensation of administrative expenses related with the issuing of an order associated with the provision of Miscellaneous Services such as overtime repair, standby repair, testing, and other labor. The charge does not apply to Service(s) where a pending Service order exists, such as additional engineering, overtime installation, standby acceptance testing, testing with other companies with acceptance testing and additional cooperative acceptance testing.

3.3.6 Cancellation of Order Charge

3.3.6.1 A Customer may cancel an Order for the installation of Service on any date prior to the Service date. The cancellation date is the date on which the Company receives written notice from the Customer. When a Customer cancels a Service Request, a Cancellation Charge will apply as follows:

- (1) Installation of Service facilities is considered to have started when the Company incurs any cost in connection with provisioning the Service that otherwise would not have been incurred.
- (2) When installation of facilities has been started prior to the cancellation, a charge equal to the lower of either the cost incurred in such installation, less net salvage, or the charges for a minimum period for the service will apply.
- (3) Any partial cancellation (e.g., cancellation in the number of trunks, channels ordered) will be treated as a cancellation and subject to applicable charges as stated in this Section.

Where the Customer cancels a Service Request prior to the start of installation of facilities and no costs have been occurred, no charges shall apply.

3.3.7 The Company may pass through to Customer additional charges not reflected in this tariff that the ILEC imposes on the Company.

4. MISCELLANEOUS FEES AND SURCHARGES

4.1 General

The Company may pass through to the Customer any Federal, State, or Municipal charges related to the Customer's order for Service, not covered under the charges set forth in this tariff.

5. Description of Services

5.1 Digital Subscriber Line Service Types

5.1.1 Symmetric Digital Subscriber Line (SDSL)

Symmetric Digital Subscriber Line (SDSL) Service provides the Customer the ability to transmit data to (upstream rate) and receive data from (downstream rate) a DSL Service Connection Point at the same speed using the Company's existing facilities. A DSL Service Connection Point is an interconnection point designated by the Company that aggregates data traffic from and to the Company SDSL-equipped Serving Wire Centers (SWCs). The DSL Service Connection Point may be located within the operating territory of the Company or in the operating territory of another company.

At the DSL Service Connection Point, the Customer's SDSL Service must be connected to a telecommunications service provider's Customer designated premise when the Connection Point is located within the Company's operating territory. When the Connection Point is located in the operating territory of another company, the Customer's SDSL Service must be connected to a telecommunications service provider's Customer designated premises using equivalent services provided by that company.

SDSL Service is available as SDSL Data-Only.

The SDSL Data-Only option provides transmission of data signals at a maximum transmission speed of 2Mbps using the copper facilities obtained by the Company from the local service provider of voice communications. This option does not provide the ability to transmit voice communications. This maximum data rate may be lower depending on the technical characteristics of the copper facilities used to provide the service.

5.1.2 ISDN Digital Subscriber Line (IDSL)

ISDN Digital Subscriber Line (IDSL) is a digital transmission service that provides high-speed data services for speeds up to 144kbps for office-to-office applications or access to the internet. This service allows data transmission via a permanent virtual circuit between the Customer premise terminating device and the Company DSLAM, then to Company aggregation units and to specific Internet Service Providers (ISPs) or another designated office.

IDSL service is available as IDSL Data-Only.

IDSL Service is available only where technical facilities do not permit SDSL service.

5. Description of Services (Cont'd)

5.2 Limitations

Peak speeds are not guaranteed by the Company due to factors that may affect the actual speeds delivered, including but not limited to the DSL Service Customer's distance from the Company Serving Wire Center, condition of the existing copper facilities, and limitations in the telecommunications service provider's network design.

DSL Service may not be used in conjunction with multi-point Special Service configurations.

DSL Service will be furnished where suitable facilities exist as determined by the Company.

5.3 Undertaking of the Company

The Company will provide DSL Service at the rates and charges set forth herein:

- 5.3.1 The Company will determine if the associated local exchange service line or copper facilities are suitable for use with the DSL Service option ordered by the Customer. Service will not be provided on facilities that the Company determines are not suitable for DSL Service or on facilities that produce interference with other services provided by the Company.
- 5.3.2 The Company, after determining if the facilities are suitable for DSL Service, will notify the Customer if the Customer's equipment is compatible with the equipment deployed in the Company's Serving Wire Center and if any additional equipment is necessary to support DSL Service.
- 5.3.3 The Company will provide some equipment that is necessary for provision of Service.
- 5.3.4 The Company will provision and maintain DSL Service from the DSL Connection Point to the Point of Termination at the DSL Service Customer Premises.

5. Description of Services (Cont'd)

5.4 Obligations of the Customer

In addition to the regulations described in other sections of this tariff, the following provisions apply to DSL Service:

5.4.1 The Customer is responsible for providing the Company with the necessary information to provision DSL Service (e.g., Customer name, telephone number and premises address; billing name and address when different from the Customer name and premises address; Customer contact name and telephone number and the contact name and telephone number of the telecommunications service provider with which the Customer's DSL Service will interconnect).

5.4.2 The Customer is responsible for providing and maintaining all required Customer equipment, which is compatible with DSL Service.

5.5 Rate Regulations

This section contains the regulations governing the rates and charges that apply for DSL Service.

5.5.1 Minimum Period

The minimum period for which DSL Service is provided to a Customer and for which charges are applicable is one month.

5.5.2 Moves

A move involves a change in the physical location of one of the following:

- The Point of Termination at the DSL Service Customer Premises.
- The DSL Service Customer Premises.

The customer is responsible for all re-installation charges associated with any move.

5. Description of Services (Cont'd)

5.5 Rate Regulations (Cont'd)

5.5.3 Rate Categories

There are two types of rates and charges applicable to DSL Service. These are a monthly rate and a nonrecurring charge.

The monthly rates apply each month or fraction thereof for each DSL Data-Only ordered by the Customer.

A nonrecurring charge applies for each DSL Data-Only ordered by the Customer for the installation of DSL Service.

Rates and charges for DSL Service are as set forth herein, when the Customer purchases DSL Service under the DSL Services Discount Pricing Arrangement described in 5.6, following.

5. Description of Services (Cont'd)

5.6 DSL Services Discount Pricing Arrangement

5.6.1 General

The telecommunications services offered under the DSL Services Discount Pricing Arrangement (DPA) are provided at rates to the Customer under the conditions listed below.

5.6.1.1 The Customer will deal directly with its end users with respect to all matters pertaining to the service provided, including marketing, sales, ordering, installation, maintenance, trouble reporting, repair, billing and collections. The Customer will not direct its end users to contact the Company for any aspect of the service the Customer provides.

5.6.1.2 The Customer will submit orders for DSL Service to the Company in a format and manner designated by the Company.

5.6.1.3 The Customer will obtain the appropriate authorization to allow the Company to provision DSL Data Service over the Customer's end user's existing telephone exchange service line.

Services provided under the DSL Services DPA are available under a Monthly Plan at the rates and charges specified in 7.4, following, or under a Term Plan described in 5.6.2, following, at the rates and charges specified herein.

A monthly charge applies for each DSL Service line covered under the DPA. A nonrecurring charge applies for the installation of each SDSL Service line under the DPA.

The Company will bill the Customer a service request charge, per order, to convert in-service DSL Service lines originally purchased under the provisions specified in 5.1, preceding, to the DSL Services DPA, provided the Customer obtains written authorization from its end users authorizing such conversions, where necessary.

5. Description of Services (Cont'd)

5.6 DSL Services Discount Pricing Arrangement (Cont'd)

5.6.2 Term Plan

5.6.2.1 Description

The Term Plan provides the Customer with reduced rates based on the length of the Customer's term commitment. The Term Plan is available for terms of two years. The Company will establish a Term Plan for each Serving Wire Center (SWC) based on the Customer's order notifying the Company which SDSL-equipped SWC(s) the Customer wants included in the plan(s) and the selected term commitment for each SWC. An order charge applies for each order to establish the initial Term Plan(s).

When the Customer subscribes to a Term Plan, all in-service DSL Service lines provided out of and subsequently installed at the included SWC will be billed the rates and charges specified for the length of the term commitment. In addition to the applicable DSL Line Charges, the Customer will be billed a recurring monthly Term Plan Charge for each SWC included in a Term Plan, as specified herein.

At the end of the Term Plan, the Customer may elect to establish a new Term Plan commitment, convert to the rates available under the Monthly Plan, or discontinue service. If the Customer does not make an election by the end of the Term Plan, the rates for all DSL Service lines will automatically be converted to the rates available under the Monthly Plan specified herein. An order charge will not apply to any election made by the Customer at the end of the Term Plan.

A Term Plan is subject to payment for early termination as described in 5.6.2.4, following.

5. Description of Services (Cont'd)

5.6 DSL Services Discount Pricing Arrangement (Cont'd)

5.6.2 Term Plan (Cont'd)

5.6.2.2 Upgrades in Term Plan

A Customer may terminate a Term Plan without the application of a termination liability charge when the Customer replaces its original term commitment with a new Term Plan commitment provided the length of the new term commitment is of equal or greater length than the length of the original term commitment. An order charge will not apply when the Customer replaces an existing Term Plan with a new Term Plan commitment under this provision.

5.6.2.3 Termination without Liability

A Customer may terminate a Term Plan without the application of a termination liability charge if the Company increases the Term Plan monthly rates described herein, during the term of the existing commitment. The Customer has 90 days following such rate increase to notify the Company in writing of its intent to terminate its Term Plan under this section; otherwise, the increased rates will apply for the remainder of the commitment period.

5.6.2.4 Termination with Liability

If the Customer elects to terminate its Term Plan(s) prior to the end of the commitment period for any reason other than specified in 5.6.2.2 or 5.6.2.3, preceding, a termination liability charge will apply. For each Term Plan terminated prior to the end of the commitment period, the Company will bill the Customer a charge equal to the monthly Term Plan Charge as described herein, multiplied by the number of months remaining in the commitment period.

Monthly Plan rates as described herein, will apply to all in-service SDSL Lines following the early termination of a Term Plan.

5. Description of Services (Cont'd)

5.7 DSL Service Connection Point

5.7.1 General

DSL Service Connection Point is the point of interconnection between the Company's DSL Network and the Customer.

ATM cell-based technology is a transport service that supports data, video and voice traffic using ATM technology and standards. The ATM cell provides the capability to route traffic between various customer end points via permanent virtual connection points which are predefined in software on the Company's ATM cell service switch and in the Customer provided equipment.

The Company will provision the ATM cell service up to and including the network interface located on the Customer's premises. The placement of the network interface shall be located in a manner consistent with federal and state regulatory requirements. This location will be at each Customer's premises unless otherwise agreed to by the Company.

Network equipment installed by the Company on the Customer's premises shall remain the property of the Company, unless otherwise agreed to by the Company. The Customer or user may not rearrange, disconnect, remove, attempt to repair, remote test or interface with any network equipment installed by the Company without the prior written consent of the Company.

The following interface and applicable bandwidth is available: DS3 - ATM is available at bandwidths up to 40 Mbps.

5.7.2 Rate Regulations

A monthly rate and nonrecurring charge apply for each DSL Service ordered at the rates found in Section 7 of this tariff.

5. Description of Services (Cont'd)

5.8 T-1 Service

T-1 Service is provisioned using asynchronous transfer mode framing and connects directly to the ConnectSouth data network. Customers may purchase this service as an alternative to DSL, to achieve high-speed connectivity only where technical facilities permit.

5.8.1 Service Components

For the T-1 service, ConnectSouth's service demarcation is located at the ConnectSouth asynchronous transfer mode (ATM) ingress port. ConnectSouth is responsible for management of all network elements from the ATM node to the point of egress that is identified as the IP transit connection to the public Internet. The Customer is responsible for the procurement and management of the required endpoint equipment.

5.8.2 Regulations

5.8.2.1 If the Customer selects a service term other than month-to-month, the customer will be required to sign an agreement. The service term cannot be changed for the duration of the agreement, except as provided in paragraph 5.8.2.2. The monthly rate for the required Service components will not be subject to rate increases for the duration of the contract service term.

5.8.2.2 If the Customer terminates a service term agreement before the service term expires, a termination charge will apply. Specifically, a termination charge will apply:

- If the Customer's premises where the T-1 service is provided is moved outside ConnectSouth's territory, or
- If the Customer requests that T-1 service be disconnected or replaced with a different service.

Termination charges will not apply:

- If the T-1 Service is moved to another ConnectSouth location in Missouri, provided that the customer pays installation charges and the service term is continued at the new location, or
- If the T-1 service term is extended.

5.8.2.3 If the Customer terminates the T-1 Service agreement prior to the expiration of the service term, the customer shall pay a termination charge for the T-1 and any elements provided in conjunction with the Service. Payment of the termination charge does not release the Customer from previous amounts owed to ConnectSouth. The termination charge shall be the monthly payments remaining on the service term for each T-1 Service port and any related elements.

5. Description of Services (Cont'd)

5.8 T-1 Service (Cont'd)

5.8.2 Regulations (Cont'd)

5.8.2.4 If additional T-1 ports are ordered at a location where the customer has an existing T-1 Service term pricing agreement, the additional service(s) may be added to that agreement, so that the monthly rate and expiration date specified in the original agreement apply. As an alternative, the customer may choose the month-to-month payment option or a different term option for the service additions. Note that additions to the agreement are subject to the provisions described herein.

5.8.2.5 Upon expiration of the service term the customer may:

- Continue service without establishing a new service term. Service will be provided on a month-to-month basis at the then current rates. This monthly rate will be subject to any rate changes approved by the Commission.
- Continue service by selecting a new service term. The new service term will commence on the day following the expiration of the previous service.
- Discontinue the service.

5.8.2.6 If the service term agreement expires and the Customer has notified ConnectSouth regarding which option they elect, service will continue at the monthly rates in effect at the time for the month-to-month option.

6. MISCELLANEOUS SERVICE

6.1 General

Miscellaneous Services may be provided by the Company at the request of a Customer on an individual case basis (ICB) if such service arrangements are not offered under other sections of this tariff; the facilities utilized to meet the request are of a type normally used by the Company in furnishing service; the Service or arrangements are compatible with other Services and facilities; the Service is available and within the Company's personnel and capital resources. Charges may include nonrecurring, recurring and/or special, terminating costs or combinations thereof.

6.2 Services Offered

Miscellaneous Services may include, but are not limited to the following: Special Construction; Additional Engineering or Labor; Maintenance of Service; Access Services; and Testing Services. Miscellaneous Services are provided to Customers on an individual case basis in accordance with state and federal rules.

6.2.1 Special Construction

Special construction would include the costs for the provision of the Service that may not be available over such routes, facilities or equipment normally provided.

6.2.2 Additional Engineering or Labor

Additional Engineering will apply when requested and approved by the Customer for the following: (1) when a Customer requests additional information subsequent to the Company-provided DLR information; (2) when additional engineering time is required for a customized order; or (3) when a Customer requests a design change and additional engineering time is required.

Additional Labor will apply when requested and approved by the Customer for the following: (1) for overtime installation or repair specifically requested by the Customer outside of normal Company working hours; (2) standby of Company personnel for acceptance testing on installations or cooperative testing in excess of one hour; or (3) when labor is required to meet a specific Customer request not covered by any other section of this tariff.

6.2.3 New Services

New services not offered under this tariff will be provided initially on an ICB in conformance with state and federal rules.

6. MISCELLANEOUS SERVICE (Cont'd)

6.2 Services Offered (Cont'd)

6.2.4 Testing

When the Customer requests testing which is beyond that which is normally provided at Company locations in connection with Service(s) and at Customer designated premises, additional charges will apply when accepted and approved by the Customer. All testing of this type shall be subject to availability of the necessary qualified personnel and test equipment. A request for testing that is not consecutive with an employee's scheduled work period is regarded as a call out. A minimum call out of four (4) hours will apply.

6.2.5 Maintenance of Service

The Customer shall be responsible for payment of a Maintenance of Service charge when the Company dispatches personnel to the Customer Premises and trouble is found to be with Customer facilities or equipment.

6.2.6 Specialized Service or Arrangements

Specialized Service or Arrangements may be provided by the Company at the request of the Customer on an ICB if such services or arrangements meet the following:

- (1) The Service(s) or arrangement(s) are not offered under other sections of the tariff,
- (2) The Service(s) or arrangement(s) are a type normally used by the Company; the Service(s) or arrangement(s) are compatible with other Company Service(s), facilities and engineering and maintenance practices; and
- (3) The offering is subject to availability of Company personnel and capital resources.

7. RATES AND CHARGES

7.1 General

Rates for Service will include nonrecurring charges, recurring charges for the rate elements or items specified in previous sections of this tariff, miscellaneous charges, or ICB charges or combinations of same and are identified herein. The Company may pass through to the Customer additional charges not reflected below that the ILEC imposes on the Company.

7.2	Customer End User Access Service End User Common Line (EUCL) Per Individual Line or trunk, each Business	<u>Monthly Rate</u>	<u>Charge</u>
		\$7.00	
7.3	Ordering		<u>Charge</u>
	A. Missed Appointment Charge Per occurrence		\$135.00
	B. Design Change Charge Per order		ICB
	C. Field Service Dispatch Per occurrence		\$250.00
	D. Disconnect Charge In-service lines		\$250.00
	E. Inside Wiring/Extended Demarcation Per hour		\$ 88.00
7.4	DSL Access Service	<u>Monthly Rate</u>	<u>NRC</u>
	272/272kbps	\$119.00	\$750.00
	416/416kbps	\$229.00	\$750.00
	784/784kbps	\$289.00	\$750.00
	1.04/1.04Mbps	\$369.00	\$750.00
	1.5/1.5Mbps	\$459.00	\$750.00
	2.0/2.0Mbps	\$799.00	\$750.00

7. RATES AND CHARGES (Cont'd)

7.5 DSL Access Service Discounts

ICB based on term and volume.

	<u>Monthly Rate</u>	<u>Installation</u>
7.6 DSL Access Service Connection Point		
A. DS3-ATM	ICB	ICB

7.7 Miscellaneous Services - Additional Engineering

ICB based on the customer's requirements.

7.8 Miscellaneous Services - Additional Labor

ICB based the customer's requirements.

7.9 T-1 Service	ICB	ICB
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