

BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

In the Matter of the Application of)
US Signal Company, L.L.C. for a Certificate)
To Provide Basic Local, Non-Switched)
and Interexchange Telecommunications) Case No. _____
Services in Portions of the State of)
Missouri and to Classify Said)
Services of the Company as Competitive)

**APPLICATION FOR CERTIFICATE OF SERVICE AUTHORITY TO PROVIDE
BASIC LOCAL EXCHANGE, NON-SWITCHED, AND INTEREXCHANGE
TELECOMMUNICATIONS SERVICES AND FOR COMPETITIVE CLASSIFICATION**

Comes now US Signal Company, L.L.C. (“US Signal” or “Applicant”), by its undersigned counsel, and hereby applies pursuant to Sections 392.361, 392.410, 392.420, and 392.430, 392.450 RSMo 2000, the Federal Telecommunications Act of 1996, 4 CSR 240-3.510 and 4 CSR 240-2.060, for authority to provide Basic Local Exchange, Non-Switched, and Interexchange Telecommunications Services and to classify said service and Applicant as competitive. In support of its Application, US Signal states as follows:

1. Applicant, US Signal is a limited liability company formed under the laws of Michigan. A copy of its formation document is attached as *Exhibit A*. US Signal is authorized to conduct business within the State of Missouri. A copy of this qualification is attached as *Exhibit B*.
2. All inquiries, correspondence, communications, pleadings, notices, orders and decisions relating to this case should be addressed to:

Meghan Largent
Katherine Barker Marshall
Arent Fox LLP
112 S. Hanley Road, Suite 200
Clayton, MO 63105-3418

1050 Connecticut Avenue NW
Washington, DC 20036

Telephone: (202) 857-6104
Facsimile: (202) 857-6395

With an additional copy to:

Barbara Boshoven
Vice President of Corporate Affairs
US Signal Company, L.L.C.
201 Ionia Ave SW
Grand Rapids MI 49503
Telephone: (616) 988-7336
Facsimile: (616) 825-6271

3. US Signal proposes to provide basic local exchange telecommunications service on a facilities and resold basis throughout all of the exchanges currently served by the incumbent local telecommunications companies of Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri; Embarq Missouri, Inc. d/b/a Embarq; CenturyTel of Missouri, LLC d/b/a CenturyTel; or Spectra Communications Group, LLC d/b/a CentruyTel. The specific exchanges within which US Signal proposes to offer service are listed in the applicable incumbent providers respective local exchange tariffs.
4. US Signal also proposes to provide interexchange telecommunications services and non-switched telecommunications services on a statewide basis.
5. By this Application, US Signal seeks authority to provide telecommunications transport services, as a facilities-based and resale competitive local exchange and interexchange carrier to business customers and other carriers within the State of Missouri. The Applicant initially plans to offer Private Line, Optical Wavelength, and Virtual Ethernet services. US Signal will also provide IP based services including Multiprotocol Label Switching Virtual Private Network services, as well as Collocation services and Dedicated Internet Access services. At a later date, US Signal may expand its service offerings to include a broader range of products and services. Accordingly,

US Signal is requesting the Commission to authorize US Signal to provide a full range of local exchange and interexchange services.

6. The Applicant intends to use a combination of its own facilities to provide its services, including fiber optic facilities obtained pursuant to a long-term indefeasible right of use ("IRU"), and local loops provisioned from AT&T, Emparq, CenturyTel, or another competitive local exchange carrier. US Signal anticipates collocating in the AT&T central offices, which will allow US Signal to connect directly to its customers' last mile facilities. US Signal may also build fiber connectivity directly to its customers.
7. US Signal does not have any pending action or final unsatisfied judgments or decisions against it from any state or federal regulatory agency or court that involves customer service or customer rates, which action, judgment, or decision has occurred within three (3) years of the date of this Application.
8. US Signal does not have any overdue annual reports or assessment fees.
9. US Signal holds certificates to provide local exchange and interexchange services in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
10. As demonstrated below, US Signal is well-qualified managerially, technically, and financially to provide competitive telecommunications services for which authority is requested in this Application.
11. Applicant's management team includes individuals with substantive experience in successfully developing and operating telecommunications businesses. Consequently, US Signal has the adequate internal technical resources to support its Missouri operations. This expertise in the telecommunications industry makes Applicant's management well-qualified to operate its local exchange and interexchange operations in

Missouri. Specific details of the business and technical experience of US Signal's officers and management personnel are attached as *Exhibit C*.

12. As evident from the information contained in *Exhibit C*, US Signal is managed by persons with substantial technical expertise in operating telecommunications networks. This wealth of experience will enable US Signal to provide its local exchange and interexchange customers in Missouri with advanced, state-of-the-art technology for its telecommunications services.
13. US Signal possesses the necessary financial resources to provide telecommunications services within the State of Missouri, as demonstrated by *Exhibit D*. Please note, US Signal is not a publicly traded company, and as such is not required to publicly disclose its financial records. Accordingly, US Signal is requesting that *Exhibit D*, be filed under seal, and is including a Motion for Protective Order and a Proposed Protective Order with its Application filing.
14. US Signal will utilize a billing agent for the printing and mailing of its invoices. However, all payment management and collections will be handled by US Signal. All invoices sent to end-user customers will bear US Signal's name and provide its toll-free numbers for customer service.
15. US Signal has a toll-free number for billing related issues: 866-274-4625. In addition, US Signal has a separate toll-free number for service-related issues: 866-663-1700.
16. US Signal's proposed initial tariff is attached as *Exhibit E*. US Signal exercises its option and requests temporary waiver of 4 CSR 240-3.510(1)(c), which requires an application for a certificate of service authority to provide basic local exchange service

shall include a proposed basic local tariff with a 45-day effective date, but allows applicant the option of postponing tariff submittal. US Signal needs to complete the process of obtaining an approved interconnection agreement with AT&T Missouri before formally submitting basic local tariff provisions with an effective date. US Signal will file such tariffs in a manner consistent with the Commission's practices in similar cases before providing basic local exchange service.

17. Notwithstanding the provisions of Section 392.500 and 392.510 R.S.Mo., as a condition of the requested certification and competitive classification, US Signal agrees that, unless otherwise ordered by the Commission, US Signal's originating and terminating switched exchange access rates in the new service area will be no greater than the lowest Commission-Approved corresponding access rates in effect for AT&T Missouri in its service area. Additionally, pursuant to the Commission's Report and Order in Case No. TO-99-596, US Signal agrees that if AT&T decreases its current originating and/or terminating access service rates, US Signal shall file an appropriate tariff amendment to reduce its corresponding originating and/or terminating access rates within thirty (30) days of AT&T's reduction of its originating and/or terminating access rates in order to maintain the aforesaid cap on switched exchange access rates. US Signal agrees that, absent contrary legal authority, any increase in switched access rates above the aforesaid maximum shall be subject to Section 392.200 R.S.Mo. and cost-justified pursuant to Section 392.220 and 392.230 R.S.Mo.

18. US Signal is willing to comply with all applicable Commission rules and is willing to meet all relevant service standards, including, but not limited to billing, quality of service, and tariff filing and maintenance in a manner consistent with the

Commission's requirements for incumbent local exchange carrier(s) with whom, US Signal seeks authority to compete. Additionally, US Signal agrees that, pursuant to Section 392.455(3) and (4) R.S. Mo 2000, its service area shall be no smaller than an exchange. Consistent with the Commission's treatment of other certificated competitive local exchange companies, US Signal requests the following statute and regulations be waived for US Signal and its basic local exchange services offerings:

STATUTES

Section 392.210.2	Uniform System of Accounts
Section 392.240(1)	Setting Just and Reasonable Rates
Section 392.270	Valuation of Property
Section 392.280	Depreciation of Accounts
Section 392.290	Issuance of Securities
Section 392.300.2	Acquisition of Stock
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

RULES

4 CSR 240-10.020	Income on Depreciation Fund Investments
4 CSR 240-30.040	Uniform System of Accounts
4 CSR 240-3.550(5)(c)	Exchange Boundary Map

19. The above-references rules and statutory provisions, or their predecessor sections, have been waived with regard to other competitive local exchange carriers and interexchange carriers. These rules or statutory provisions are principally designed to apply to non-competitive telecommunications carriers. No other public utility would be affected by the requested waivers. As a result, it would be inconsistent with the goals and purposes of Chapter 392 to apply them to a competitive telecommunications carrier such as Applicant, and, for this reason, US Signal respectfully requests that the Commission waive the application of these statutes and rules to US Signal.
20. Applicant will fully comply with all applicable Commission rules except those that are specifically waived by the Commission pursuant to the Applicant's request herein.
21. A decision by the Commission to grant Applicant authority to provide competitive Basic Local Exchange, Non-Switched, and Interexchange Telecommunications Services is in the public interest. Applicant is well-qualified to operate as such a service provider in Missouri, and has been certified to provide the same services in other states. Business consumers of telecommunications services in Missouri will receive the benefits of downward pressure on prices, increased choice, improved quality of service and customer responsiveness, innovative service offerings, and access to increasingly advanced telecommunications technology. The market incentives for new and existing providers of telecommunications services will be improved through an increase in the diversity of suppliers and competition within the local exchange and interexchange telecommunications market. Granting US Signal's Application would

enhance the development of competition in the local exchange and interexchange markets and provide business consumers in Missouri with all of the benefits described above.

WHEREFORE, Applicant respectfully requests that the Commission grant it a Certificate of Service Authority to provide competitive Basic Local Exchange, Non-Switched, and Interexchange Telecommunications Services in the State of Missouri.

Respectfully Submitted,

US Signal Company, L.L.C.



Meghan Largent, MO Bar No. 59329

Katherine Barker Marshall

Arent Fox LLP

112 S. Hanley Road, Suite 200

Clayton, MO 63105-3418

1050 Connecticut Avenue NW

Washington, DC 20036

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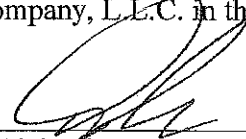
Facsimile: (202) 857-6395

Counsel for US Signal Company, L.L.C.

State of Michigan)
County of Kent) SS.

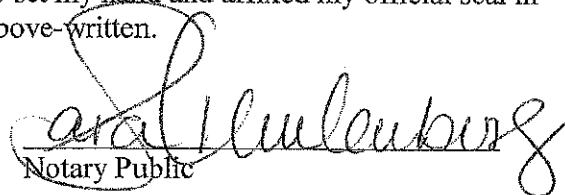
VERIFICATION

I, Richard Postma, first being duly sworn, state on my oath that I am over the age of twenty-one years, sound of mind, and the Chief Executive Officer of US Signal Company, L.L.C. I am authorized to act on behalf of US Signal Company, L.L.C. regarding the foregoing document. I have read the document and I am informed and believe that the matters contained herein are true. Further, I hereby confirm Meghan Largent and Katherine Barker Marshall, and Arent Fox LLP, 112 S. Hanley Road, Suite 200, Clayton, MO 63105 and 1050 Connecticut Avenue NW, Washington, DC 20036, are authorized to sign all pleadings and documents necessary to obtain the decision of the Missouri Public Service Communications on the foregoing Application and to represent US Signal Company, L.L.C. in this proceeding.


Richard Postma

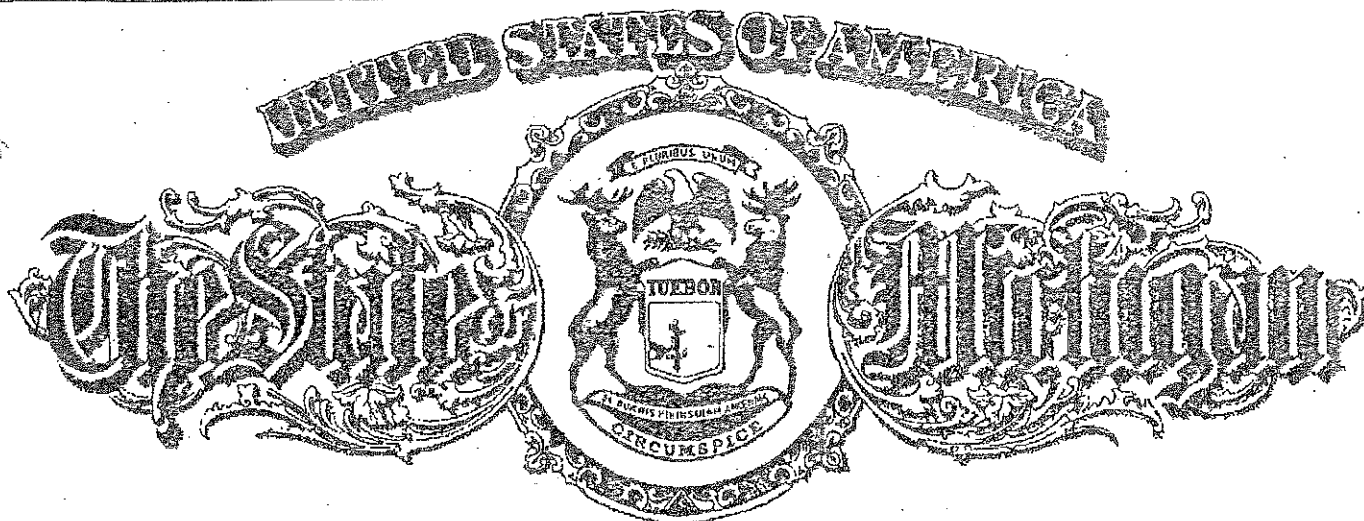
On this, 3rd day of December, 2010, before me, a Notary Public, personally appeared Richard Postma, and being first duly sworn upon his oath state that he is over twenty-one years, sound of mind and the Chief Executive Officer of US Signal Company, L.L.C., he signed the foregoing document as Chief Executive Officer of US Signal Company, L.L.C., and the facts contained therein are true and correct according to the best of his information, knowledge, and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above-written.


Notary Public

My Commission Expires:

Sara Muilenburg
Notary Public, State of Michigan
County of Kent
My Commission Expires 04-09-2014
Acting in the county of Kent



Michigan Department of Consumer and Industry Services

Lansing, Michigan

This is to Certify That

RVP FIBER COMPANY, L.L.C.

a Michigan limited liability company, filed Articles of Organization in this office on May 25, 2000.

I FURTHER CERTIFY that the Articles are in full force and effect as of this date, and a Certificate of Dissolution has not been filed.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 26th day of December, 2000.

, Director

Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the CERTIFICATE OF ASSUMED NAME

for

RVP FIBER COMPANY, L.L.C.

ID NUMBER: B68296

to transact business under the assumed name of

US SIGNAL COMPANY, L.L.C.

received by facsimile transmission on November 30, 2001 is hereby endorsed

Filed on November 30, 2001 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Expiration Date: December 31, 2006



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 3th day of December, 2001.

, Director

Bureau of Commercial Services

From:

11/30/2001 15:00 #028 P.002/003

CIS 541 (Rev. 10/00)

MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES BUREAU OF COMMERCIAL SERVICES		
Date Received	(FOR BUREAU USE ONLY)	
This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.		
Name Jeffrey G. York		
Address P.O. Box 306		
City Grand Rapids	State MI	Zip Code 49501-0306
EXPIRATION DATE: DECEMBER 31.		

Document will be returned to the name and address you enter above.
If left blank document will be mailed to the registered office.

CERTIFICATE OF ASSUMED NAME**For use by Corporations, Limited Partnerships and Limited Liability Companies**

(Please read information and instructions on reverse side)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), Act 162, Public Acts of 1982 (nonprofit corporations), Act 213, Public Acts of 1982 (limited partnerships), or Act 23, Public Acts of 1993 (limited liability companies), the corporation, limited partnership, or limited liability company in item one executes the following Certificate:

1. The name of the corporation, limited partnership, or limited liability company is:

RVP Fiber Company, L.L.C.

2. The identification number assigned by the Bureau is:

B68298

3. The assumed name under which business is to be transacted is:

US Signal Company, L.L.C.

4. This document is hereby signed as required by the Act.

COMPLETE ITEM 5 ON LAST PAGE IF THIS NAME IS ASSUMED BY MORE THAN ONE ENTITY.

Signed this 30th day of November, 2001

By

Jeffrey G. York
(Type or Print Name)

(Signature)

Attorney
(Type or Print Title)

(Limited Partnerships Only - Indicate Name of General Partner if the General Partner is a corporation or other)

11/30/2001 03:11PM

Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORG.

for

US SIGNAL COMPANY, L.L.C.

ID NUMBER: B68296

received by facsimile transmission on January 22, 2002 is hereby endorsed

Filed on January 22, 2002 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 22nd day of January, 2002.

, Director

Bureau of Commercial Services

From:

01/22/2002 13:45 #008 P.002/003

BCS/CD-715 (Rev. 04/01)

MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES BUREAU OF COMMERCIAL SERVICES		
Date Received	(FOR BUREAU USE ONLY)	
This document is effective on the date filed, unless a subsequent effective date within 90 days after		
Name Robert M. Davies, Miller, Johnson, Shell & Cumiskey, P.L.C.		
Address P.O. Box 306		
City Grand Rapids	State MI	Zip Code 49501-0306
		EFFECTIVE DATE:

Document will be returned to the name and address you enter above.
If left blank document will be mailed to the registered office.

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION

For use by Limited Liability Companies
(Please read information and instructions on reverse side)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned limited liability company executes the following Certificate of Amendment:

1. The present name of the limited liability company is:	RVP Fiber Company, L.L.C.
2. The identification number assigned by the Bureau is:	B68296
3. The date of filing of its original Articles of Organization was:	May 25, 2000

4. Article <u>1</u> of the Articles of Organization is hereby amended to read as follows: The name of the limited liability company is: US SIGNAL COMPANY, L.L.C.

5. <input type="checkbox"/> The amendment was approved by a majority vote of the members entitled to vote.
<input checked="" type="checkbox"/> The amendment was approved by unanimous vote of all of the members entitled to vote.

This Certificate is hereby signed as required by Section 103 of the Act.
--

Signed this 22 day of January, 2002
By Ronald H. VanderPol
(Signature of Member or Manager)
Ronald H. VanderPol, Member
(Type or Print Name)

Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the CERTIFICATE OF TERMINATION OF ASSUMED NAME

for

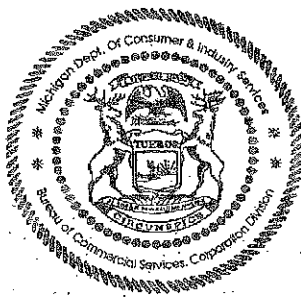
US SIGNAL COMPANY, L.L.C.

ID NUMBER: B68296

received by facsimile transmission on January 22, 2002 is hereby endorsed

Filed on January 22, 2002 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 22nd day of January, 2002.

, Director

Bureau of Commercial Services

From:

01/22/2002 13:46 #009 P.002/003

BCS/CD-549 (Rev.06/01)

MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES BUREAU OF COMMERCIAL SERVICES			
Date Received	(FOR BUREAU USE ONLY)		
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.		
Name Robert M. Davies - Miller, Johnson, Snell & Cumiskey, P.L.C.			
Address P.O. Box 308			
City	State	Zip Code	
Grand Rapids	MI	49501-0308	EFFECTIVE DATE:

Document will be returned to the name and address you enter above.
If left blank document will be mailed to the registered office.

CERTIFICATE OF TERMINATION OF ASSUMED NAME
For use by Corporations, Limited Partnerships and Limited Liability Companies

(Please read information and instructions on reverse side)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), Act 162, Public Acts of 1982 (nonprofit corporations), Act 213, Public Acts of 1982 (limited partnerships), or Act 23, Public Acts of 1993 (limited liability companies), the corporation, limited partnership, or limited liability company in item one executes the following Certificate:

1. The name of the corporation, limited partnership, or limited liability company is:

RVP Fiber Company, L.L.C.

2. The identification number assigned by the Bureau is:

B68296

3. The assumed name to be terminated is:

US Signal Company, L.L.C.

4. The Certificate of Assumed Name filed on the 30th day November, 2001 is hereby terminated.

5. This document is hereby signed as required by the Act

Signed this 2nd day of January, 2002

By  (Signature)

Ronald H. VanderPol
(Type or Print Name)

Member
(Type or Print Title)

(Limited Partnerships Only - Indicate Name of General Partner if the General Partner is a corporation or other entity)

Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the CERTIFICATE OF ASSUMED NAME

for

US SIGNAL COMPANY, L.L.C.

ID NUMBER: B68296

to transact business under the assumed name of

RVP FIBER COMPANY

received by facsimile transmission on May 2, 2002 is hereby endorsed

Filed on May 2, 2002 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Expiration Date: December 31, 2007

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 2nd day of May, 2002.



, Director

Bureau of Commercial Services

From:

05/02/2002 09:23 #027 P.002/004

BC6/CD-541 (Rev. 09/01)

MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES BUREAU OF COMMERCIAL SERVICES		
Date Received	(FOR BUREAU USE ONLY)	
This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.		
Name Robert M. Davies		
Address 250 Monroe Ave., N.W., Suite 800		
City Grand Rapids,	State MI	Zip Code 49503
		EXPIRATION DATE: DECEMBER 31.

Document will be returned to the name and address you enter above.
If left blank document will be mailed to the registered office.

CERTIFICATE OF ASSUMED NAME**For use by Corporations, Limited Partnerships and Limited Liability Companies**

(Please read information and instructions on reverse side)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), Act 162, Public Acts of 1982 (nonprofit corporations), Act 213, Public Acts of 1982 (limited partnerships), or Act 23, Public Acts of 1993 (limited liability companies), the corporation, limited partnership, or limited liability company in item one executes the following Certificate:

1. The name of the corporation, limited partnership, or limited liability company is:	US Signal Company, L.L.C.
2. The identification number assigned by the Bureau is:	B66296
3. The assumed name under which business is to be transacted is:	RVP Fiber Company
4. This document is hereby signed as required by the Act.	

COMPLETE ITEM 6 ON LAST PAGE IF THIS NAME IS ASSUMED BY MORE THAN ONE ENTITY.

Signed this 29th day of April, 2002
By Ronald H. Vander Pol
(Signature)

Ronald H. Vander Pol Member
(Type or Print Name) (Type or Print Title)

(Limited Partnerships Only - Indicate Name of General Partner if the General Partner is a corporation or other entity)

STATE OF MISSOURI



Robin Carnahan
Secretary of State

CERTIFICATE OF REGISTRATION FOREIGN LIMITED LIABILITY COMPANY

WHEREAS,

US SIGNAL COMPANY, L.L.C.

Using in Missouri the name

US SIGNAL COMPANY, L.L.C.

FL1071152

and existing under the laws of the State of Michigan has filed with this state its Application for Registration and whereas this Application for Registration conforms to the Missouri Limited Company Act.

NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of State of the State of Missouri, by virtue of authority vested in me by law, do hereby certify and declare that on the 12th day of July, 2010, the above Foreign Limited Liability Company is duly authorized to transact business in the State of Missouri and is entitled to any rights granted Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto
set my hand and cause to be affixed the
GREAT SEAL of the State of Missouri.

Done at the City of Jefferson, this
12th day of July, 2010.

Robin Carnahan

Secretary of State



Boshoven, Barbara

From: Postma, Ruth
Sent: Tuesday, October 12, 2010 2:42 PM
To: Boshoven, Barbara
Cc: Shaw, Joanna
Subject: US Signal Company, LLC Officers/Principles

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Fax: (616) 493-7050
Email: rpostma@ussignalcom.com

Joanna Shaw, Secretary and Treasurer
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Grand Rapids, MI 49503
Telephone: (616) 988-7245
Fax: (616) 493-7050
Email: jshaw@ussignalcom.com

10/26/2010

Exhibit C

Management Biographies

Stephen Oyer, Chief Operating Officer

Stephen Oyer is responsible for sales, marketing, agent relations, client development, revenue retention, corporate affairs, and business development. The US Signal sales strategy includes three channels of distribution: carrier, wholesale, and retail. Oyer has 25 years of experience in telecommunications and sales leadership.

Before joining the company in 2001, Oyer was a vice president of sales for Choice One Communications Inc., a facilities-based competitive local exchange carrier serving the Northeastern and Midwestern sections of the United States. Choice One Communications acquired US Xchange LLC, where Oyer served as vice president of sales and marketing. Oyer spent six years at Centennial Wireless, serving as senior director of sales, regional general manager, and national sales manager. His telecommunications career began at GTE Telephone Operations as manager of direct marketing sales.

Dan Olrich, Chief Operating Officer

As chief operating officer, Dan Olrich oversees data and network engineering, network planning, the network operations center, facilities, field operations, business development, and information technology for US Signal Co.

Before joining US Signal in 2002, Olrich was systems engineer for the enterprise sales division at Nortel Networks. He was responsible for designing and selling customer networks using optical and ATM technologies and IP solutions. Earlier in his career, he was senior network specialist at Steelcase, where he configured and maintained ATM switches, Ethernet switches, and WAN/LAN routers. Olrich also spent nine years with the United States Treasury Department as an information systems software engineer.

Joanna Shaw, Chief Financial Officer

Joanna Shaw joined US Signal in 2007 as chief financial officer. She oversees the finance department, including accounting, insurance, bonding, and tax issues.

Before joining US Signal, Shaw spent five years as a tax manager with the public accounting firm of BDO Seidman LLP. She analyzed complex tax issues, performed compliance work, and managed various client service responsibilities. Shaw also spent two years with Maner, Costerisan & Ellis P.C., a public accounting firm in Lansing, Mich.

Lisa Gemmen, Vice President of Service Delivery

Lisa Gemmen has managed all aspects of service delivery for US Signal since 2002. She is responsible for the order process from inception to installation. This includes project management, provisioning, test and turn-up, and billing. She also oversees the pricing

and product development departments, which are responsible for network cost, carrier access billing services, and product pricing.

Before joining US Signal, Gemmen spent four years with US Xchange as director of service delivery. While there, her duties included management of order coordination, provisioning, dispatch, translations, and local exchange services. She also spent three years with US Signal/Brooks Fiber (now MCI) as manager of sales support.

Dave Wisz, Vice President of Operations

As vice president of operations, Dave Wisz is responsible for network operations, engineering, network planning, facilities, and field operations. He joined US Signal in 2003 as manager of the network operations center, which oversees maintenance and repair, surveillance, and change management.

Before joining US Signal, Wisz held technical positions with both Choice One Communications and US Xchange. He began his telecommunications career in the U.S. Air Force, serving as airborne communications and technical support on E-3 airborne warning and control systems.

Bryan Duemler, Vice President of Information Technology

As vice president of information systems, Bryan Duemler is responsible for software development of all back-office systems, including billing, order management, quoting, invoice tracking, provisioning, inventory, and workflow. In addition, he oversees network management systems and internal IT infrastructure.

Duemler has more than 20 years of experience in information technology, including software implementation, programming, client server network architecture and design, LAN/WAN configuration and management, and hardware implementation and management. Before joining US Signal in 2007, Duemler worked for Steelcase as a consulting network engineer responsible for the company's global LAN, WAN, and MAN data networks, as well as its voice-over-IP infrastructure. Duemler also spent six years with IBM as a hardware and software design engineer.

Brett Alexander, Vice President of Sales

As vice president of sales, Brett Alexander is responsible for both the wholesale and enterprise sales channels for US Signal, managing sales teams and developing new markets. Alexander oversees the sales directors, channel sales managers, and sales engineers across US Signal's five-state region.

Before joining US Signal in 2007, Alexander was a US Signal channel partner, selling US Signal products and services to end users. In his 20 years of technical sales and sales management, Alexander worked for top technology and communications companies such as Nortel Networks and Integrated Systems Technologies.

Jon Bruckbauer, Vice President of Carrier Sales

As the Vice President of Carrier Sales, Bruckbauer oversees all aspects of the carrier sales organization. He is responsible for growing and maintaining the current US Signal carrier business, as well as finding and building relationships with new and emerging carriers. Since joining US Signal in 2001 he has been involved in direct, indirect and wholesale sales at US Signal, spending the past 5 years as Director of Carrier Sales.

Bruckbauer has over 17 years of telecommunications experience. Prior to joining US Signal in 2001 Bruckbauer was Director of Business Development for a start-up company called Convergency Centers, a carrier hotel based business model. He spent three years as a Data Sales Engineer at SBC/Ameritech, developing complex data solutions for customers. Additionally Bruckbauer has worked for MCI, Whittman Hart, and US Xchange. He began his career in telecommunications as a Network Analyst for Teledial America, responsible for Network Cost.

Trevor Bidle, Vice President of Engineering

As vice president of engineering, Trevor Bidle oversees all Network Engineering functions including outside plant engineering, traditional TDM technologies, DWDM, core IP, MPLS and Carrier Ethernet infrastructure. Mr. Bidle's team is responsible for charting the strategic technology direction of the company, and is responsible for the technology evolution, design, deployment and support of all deployed infrastructure.

Before joining US Signal in 2003, Bidle held technical and management positions with SBC Communications, Choice One Communications, and US Xchange, where he was responsible for Escalations and Network Engineering. His 15 years of data communications experience also included positions responsible for Outside Plant Engineering with SBC Communications.

Barbara Boshoven, Vice President of Corporate Affairs

Barbara Boshoven is responsible for US Signal's contract management, federal, state and local regulatory compliance, and overall industry relations. She's experienced 18 years in the telecommunications industry – in sales, product development and management, business development and marketing communications.

Boshoven joined US Signal in 2001 as Director of Business Development. Prior to 2001, she served as Product Manager – Data Products for Choice One Communications and Director of Product Marketing for US Xchange, LLC. Boshoven started her telecommunications career in sales at AT&T and Cellular One (now Verizon Wireless) and also served as a Metro Reporter for Dun & Bradstreet.

Exhibit D

Financial Information

**Confidential and Proprietary
Filed Under Seal**

LOCAL EXCHANGE SERVICES TARIFF

TITLE PAGE

LOCAL EXCHANGE AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

FOR

US Signal Company, L.L.C.

This Tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange and interexchange telecommunications services provided by US Signal Company, L.L.C., with principal offices at 201 Ionia Ave SW, Grand Rapids, MI, 49503 for services furnished within 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 the Company's principal place of business.

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RPP/430449.2

Exhibit E

LOCAL EXCHANGE SERVICES TARIFF

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LOCAL EXCHANGE SERVICES TARIFF

STATEMENT OF COMPETITIVE CARRIER STATUS

US Signal Company, L.L.C. operates as a competitive carrier in the State of Missouri for which the following statutory and regulatory requirements are waived:

Commission Rules

4 CSR 240-3.550(5)(c)	--	Exchange Boundary Maps
4 CSR 240-10.020	--	Depreciation fund income
4 CSR 240-30.040	--	Uniform system of accounts

Rule/Statute

Section 392.210.2	--	Uniform System of Accounts
Section 392.240(1)	--	Just & Reasonable Rates
Section 392.270	--	Property valuation
Section 392.280	--	Depreciation rates
Section 392.290	--	Issuance of securities
Section 392.300.2	--	Acquisition of Stocks
Section 392.310	--	Issuance of stocks and bonds
Section 392.320	--	Stock dividends
Section 392.330	--	Issuance of securities, debt and notes
Section 392.340	--	Reorganization

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LOCAL EXCHANGE SERVICES TARIFF

EXPLANATION OF SYMBOLS

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised page(s) through the use of the following 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.

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LOCAL EXCHANGE SERVICES TARIFF

TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Sheets are numbered sequentially. 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. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the Missouri PSC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. 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. remain the same, just revised revision levels on some pages).

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LOCAL EXCHANGE SERVICES TARIFF

APPLICATION OF TARIFF

This Tariff contains the regulations and rates applicable to the provision of local exchange telecommunications services by US Signal Company, L.L.C. (hereinafter the "Company") from its operating locations throughout the State of Missouri to business Customers. Service is furnished by means of wire, optical fibers, or a combination thereof. Service is subject to transmission, atmospheric conditions and like conditions.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 1 – DEFINITIONS

Advance Payment - Part or all of a payment required before the start of service.

Authorized User - A person, firm or corporation which is authorized by the Customer or joint user to be connected to the service of the Customer or joint user.

Circuit – A dedicated telecommunications facility provided by the Company to connect two Points of Interconnection as specified by the Customer in a Service Order Agreement. Circuits come in different types depending on the speed and data rates provisioned over the physical facilities of the Circuit (i.e., DS 1, DS3, OCx, 5 Mbps, 10 Mbps).

Company – US Signal Company, L.L.C., the issuer of this Tariff, or any of its affiliates which may concur in this tariff.

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

Hub - A location used to aggregate multiple services and to interconnect traffic. Transport of information from a Hub to Remotes and vice versa occurs via Links. Transport is provided by line of sight technology which includes point to multipoint and point to point wireless technology.

Individual Case Basis (ICB) - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

IntraLATA Service - Service which originates and terminates within the same Local Access Transport Area (LATA).

InterLATA Service - Service which originates within one Local Access Transport Area (LATA) and terminates in a different LATA.

Local Area Network ("LAN") – A short distance data communications network.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 1 – DEFINITIONS, (CONT'D.)

Non-Recurring Charges - The one-time initial charges for services or facilities, including but not limited to charges for construction, installation or special fees for which the Customer becomes liable at the time the Service Order Agreement is executed or changed.

Point of Interconnection - The point at which the Company's responsibility to provide equipment and service ends and the Customer's responsibility for the information begins, as specified in a Service Order Agreement.

Recurring Charges - The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

Remote - An end point location which may serve as the termination point for various Circuit types. Transport of information from a Remote to a Hub and vice versa occurs via Links. Transport is provided by line of sight technology which includes point to multipoint or point to point wireless technology. If a site is used as an intermediate location in a chain of point to point services, both ends are defined as a Remote.

Service Order Agreement - The written request for communications services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Agreement by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Site - A location from which radio transmission and reception equipment produces Links within a specific geographical area. A site may be Hub, Remote or Point of Interconnection.

Station - Denotes the network control signaling unit and any other equipment provided at the Customer's premises which enables a customer to establish communications connections and to effect communications through such connections.

Synchronous Optical Network ("SONET") – An optical interface standard that allows interworking of transmission products.

United States - The 48 contiguous states and the District of Columbia, Hawaii, Alaska, Puerto Rico, the US Virgin Islands, as well as the off-shore areas outside the boundaries of the coastal states of the 48 contiguous states to the extent that such areas appertain to and are subject to the jurisdiction and control of the United States.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to provide local exchange and interexchange telecommunications services to business Customers and carrier Customers in accordance with the terms and conditions set forth in this Tariff.

The rates and regulations contained in this Tariff do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.

2.1.2 No Waiver

No term or provision in this Tariff shall be waived, unless such waiver or consent is in writing and signed by the Company and the Customer to which it is attributed. No consent by the Company or Buyer, as applicable, to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to or waiver of, any subsequent breach or default.

2.1.3 Partial Invalidity

If any provision of this Tariff shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render the terms of this Tariff unenforceable, but rather this Tariff shall be construed as if not containing the invalid or unenforceable provision.

2.1.4 Title or Ownership Rights

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

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D)

2.1 Undertaking of the Company (cont'd)

2.1.2 Shortage of Equipment or Facilities

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.

The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities, including facilities the Company may obtain from other carriers, to furnish service.

The provisioning and restoration of services in emergencies shall be in accordance with Part 64, Support D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Terms and Conditions**

- 2.1.3.1** Except as otherwise provided herein, service is provided on the basis of a minimum period of at least one month and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- 2.1.3.2** Customers may be required to enter into written Service Order Agreement which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.1.3.3** At the expiration of the initial term specified in each Service Order Agreement, or in any extension thereof, service shall continue on a month-to-month basis, or as specified in the Service Order Agreement, at the then current rates unless terminated by either party upon 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.
- 2.1.3.4** In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (cont'd.)

2.1.3.5 Service may be terminated upon written notice to the Customer if:

- * the Customer is using the service in violation of this Tariff, or
- * the Customer is using the service in violation of the law, or as set forth in this Tariff.

2.1.3.6 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or its agents. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to Section 2.1.3.7 below.

2.1.3.7 The Customer agrees to return to the Company all Company-provided equipment delivered to the Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, except for normal wear and tear.

Customer agrees to reimburse the Company, upon demand, for any reasonable costs incurred by the Company due to the Customer's failure to comply with this provision.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company**

- 2.1.4.1** Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 2.1.4.2** The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects, representations, or use of these services, or arising out of the failure to furnish the service, whether caused by acts of omission, shall be limited to the extension of allowances for interruption as set forth in this Tariff. The extension of such allowances 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, equipment or facilities, or the acts, omissions or negligence of the Company's employees or agents.
- 2.1.4.3** Except for the extension of allowances to the Customer for interruption in service as set forth in this Tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, 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.
- 2.1.4.4** 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 United States Government, or of any other state or local governments having or claiming jurisdiction over the Company, 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.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (cont'd)

- 2.1.4.5** The Company shall not be liable for any claims for loss or damages involving any act or omission of (a) any entity furnishing to the Company or to the Company's Customers' facilities or equipment used in conjunction with services or facilities provided by the Company; or (b) common carriers or warehousemen.
- 2.1.4.6** The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.1.4.7** The Customer shall indemnify and hold 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 the Customer or any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or any other party, 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.
- 2.1.4.8** The Company is not liable for any defacement of or damage to, Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company, (cont'd.)**

- 2.1.4.9** Notwithstanding the Customer's obligations as set forth in this Tariff, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this Tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this Tariff.
- 2.1.4.10** The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.1.4.11** The Company shall be indemnified and held harmless by the Customer against any claim, loss or damage arising from the Customer's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the Customer's own communications; patent infringement claims arising from the Customer's combining or connecting the service offered by the Company with facilities or equipment furnished by the Customer of another carrier; and all other claims arising out of any act or omission of the Customer in connection with any service provided pursuant to this Tariff.
- 2.1.4.12** The Company shall not be liable for injury to property or death to persons, including claims for payment 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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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company, (cont'd.)**

- 2.1.4.13** The Company does not guarantee or make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, 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, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of service furnished by the Company at such locations.
- 2.1.4.14** With respect to Telecommunications Relay Service (TRS), any service provided by the Company which involves receiving, translating, transmitting or delivering messages by telephone, text telephone, a telecommunications device for the deaf, or any other instrument over the facilities of the Company or any connecting carrier, the Company's liability for the interruption or failure of the service shall not exceed an amount equal to the Company's charge for a one minute call to the called station at the time the affected call was made.
- 2.1.4.15** 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, unless otherwise ordered by the Commission. In the event that an overpayment has been made and service has been discontinued, the Customer shall be entitled to a refund of the amount erroneously billed.
- 2.1.4.16** 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 non-preemptibility as may be provided by the other entities.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company, (cont'd.)**

2.1.4.17 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. THE COMPANY DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND THE CUSTOMER SHOULD NOT RELY ON ANY SUCH STATEMENTS.

2.1.4.18 The Company is not liable for any damages, including toll usage charges, that the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through Customer-provided equipment that are transmitted or carried on the Company's network. Company may work with Customers to recommend possible solutions to reduce the unauthorized use of their facilities. However, Company does not warrant or guarantee that its recommendations will prevent all unauthorized use, and the Customer is responsible for controlling access to, and use of, its own telephone facilities.

2.1.4.19 The Company shall not be liable for and the Customer shall indemnify and hold the Company harmless against any claims for loss or damages involving:

(a) Protection of the Customer's transmission facilities or equipment from unauthorized access, or for any unauthorized access to or alteration, theft or destruction of Customer's data file, programs, procedure, or information through accident, fraudulent means or devices or any other method;

(b) Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the Customer obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect the use or performance of such equipment, facilities or services, except where reasonable notice is required by the Company and not provided to the Customer.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.5 Notification of Service-Affecting Activities**

The Company may provide the Customer reasonable notification of service-affecting activities that may occur. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification 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 may not be possible.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.6 Provision of Equipment and Facilities**

- 2.1.6.1** The Company shall use reasonable efforts to make available services 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. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.1.6.2** The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.1.6.3** The Company may substitute, change or rearrange any equipment or facility at any time, but shall not thereby alter the technical parameters of the service provided to the Customer.
- 2.1.6.4** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 2.1.6.5** The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications 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 offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- (a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (b) the reception of signals by Customer-provided equipment; or
 - (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- 2.1.6.6** The Company shall use reasonable efforts to make available Service 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. The Company does not guarantee availability on any such date and shall not be liable for any delays in commencing service to any Customer.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL 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 Company facilities are not presently available, and Company agrees to construct those facilities;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (c) over a transmission link 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 may be assessed for point to point or point to multipoint radio transmission and reception facilities. Such facilities may include, but are not limited to, radio transmission equipment, transmit and receive antennae, circuit equipment, and professional engineering services for design and construction of hub and/or remote terminal equipment including the installation of transmission cable. Special construction charges will be determined on a case-by-case basis.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.8 Non-routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside of the Company's regular business hours, or in hazardous locations. In such cases, charges based on the cost of the actual labor, material or other costs incurred by or charges to the Company will apply. If an installation or maintenance is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to weekends, holidays, and/or night hours, additional charges may apply.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains with the Company, its agents, contractors or suppliers.

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.

2.2.2 The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.

2.2.3 The Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

2.2.4 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid number, or false calling or credit cards is prohibited.

2.2.5 The services that the Company offers shall not be used to make calls or transmit material which might reasonably be expected to frighten, abuse, torment, or harass another.

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SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer****2.3.1 Customer Responsibilities**

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this Tariff;
- (b) the payment of charges incurred for special construction and/or special facilities that the Customer requests and which are ordered by the Company on the Customer's behalf;
- (b) damage to or loss of Company facilities or equipment caused by the acts or omissions of the Customer; by the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (c) 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 Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way including private or public easements, licenses used to provide Network Services to the Customer from the Company's designated point of termination or property line to the location of the equipment space described in 2.3.1 (c). Any costs associated with the obtaining and maintaining of the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer;
- (e) providing a safe place to work and complying with all federal and state laws and regulations regarding the working conditions on any premises at which Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible

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for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.1 Customer Responsibilities, (cont'd.)**

- (f) taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications systems with Company's facilities or service. Customer shall ensure that the equipment and/or system is properly interfaced with Company's facilities or services; that the signals emitted into Company-provided network facilities are of the mode, bandwidth, power signal level or other technical parameters for the intended use of the Customer and in compliance with the criteria set forth in this Tariff, and that the signals do not damage equipment, injure personnel or degrade service to other Customers. If Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company's personnel or quality of service to other Customers, Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality or safety, Company may, upon written notice, terminate Customer's service;
- (g) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of Company facilities and equipment in or on any Customer premises or the right-of-way for which Customer is responsible in this Tariff; 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, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (h) not creating or allowing any liens or other encumbrances to be placed on the Company's equipment or facilities.

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SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.2 Claims**

With respect to any service or facilities provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney fees 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;
- (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 Company services and facilities in a manner not contemplated by the agreement between Customer and the Company;
- (c) providing a safe place to work any complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company, the Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work; or
- (d) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible under Section [REDACTED]; 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, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

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SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels****2.4.1 In General**

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

- A. Customer-provided terminal equipment on the Customer Premises and the electric power consumed by such equipment shall be provided and maintained at the expense of the Customer.
- B. The Customer is responsible for ensuring that Customer-provided 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.

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing service and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. The Company's service may be connected to the services or facilities of other communications companies only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications companies which are applicable to such connections.

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SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.4 Inspection and Testing

- A. Upon suitable 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 this tariff 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.
- B. 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. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request, provide the Customer with technical parameters that the Customer's equipment must meet.

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SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer or to authorized or joint users. For the purposes of this tariff, all rates are in U.S. dollars. If the Customer does not remit payment by the date as indicated on the invoice, the Company may impose a 1.5% finance charge.

The Customer is responsible for the payment of any 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 on or based upon the provision, sale or use of services.

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SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.2 Billing and Collection of Charges**

The Customer is responsible for the payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

The Company shall bill on a month-to-month basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued.

- A.** Non-recurring charges are due and payable within 25 days after the date an invoice is mailed to the Customer by the Company.
- B.** The Company shall present invoices for Recurring Charges monthly to the Customer. Recurring charges shall be due and payable within 25 days after 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 action of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D.** 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, or if the service or facility does not conform to standards set forth in this Tariff or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E.** If any portion of the payment for undisputed charges 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 to the Company. The late payment penalty shall be the portion of the payment not received by the due date, multiplied by the late factor. The late factor shall be the lesser of (a) 1.5% of the total monthly bill or (b) the highest interest rate which may be applied under applicable state law for commercial transactions.

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SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.3 Disputed Charges**

All bills are presumed accurate and shall be binding on the Customer unless objection is received by the Company within thirty days. A disputed charge may be brought to the Company's attention written notification. All charges remain due and payable at the due date, although the Customer is not required to pay any disputed charges during the time period in which the Company conducts its investigation into the charges. The undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to discontinuance.

In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following action:

- (a) the Customer may request, and the Company will provide, an in-depth review of the disputed amount. During the period that the disputed amount is under investigation, the Company shall not pursue any collection proceedings or assess late fees with regard to the disputed amount.
- (b) If there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Public Service Commission. The address of the Commission is:

Public Information Office
Governor Office Building
200 Madison Street
PO Box 360
Jefferson City, MO 65102-0360
Telephone: 573-751-3234
Toll-free: 800-392-4211

Billing inquiries may be directed to the Company toll-free at 866-274-4625.

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SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.4 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. 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.

2.5.5 Deposits

The Company collects deposits from its business Customers and/or carrier Customers.

(a) Customer acknowledges that delivery of the Services is subject to the continuing approval by US Signal of Customer's creditworthiness. Customer shall furnish financial information as US Signal may from time to time reasonably request to determine Customer's creditworthiness.

(b) Customer further acknowledges that Customer may be required to pay a deposit before delivery of the Services is authorized by US Signal, provided that such deposit shall not exceed one month's worth of anticipated monthly recurring charges under this Agreement. Upon termination of the Service under an OFS that is subject to a security deposit, US Signal will refund to Customer the balance of the deposit (not otherwise credited against any amounts owed to US Signal), together with any interest on such deposit at the prevailing rate required by Law.

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SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Discontinuance of Service

- A.** Service may be disconnected after seven (7) days written notice for any of the following reasons:
- 1.** The Customer did not pay undisputed delinquent bills for local exchange services or paid a delinquent bill for local exchange services with any dishonored check.
 - 2.** The Customer failed to abide by the terms of a payment arrangement.
 - 3.** The Customer misrepresented the Customer's identity for the purpose of obtaining telephone service.
 - 4.** The Company determines as prescribed by relevant state or other applicable standards that the Customer is willfully wasting or interfering with service through improper equipment or otherwise.
 - 5.** The Customer is using service(s) for which the Customer did not apply.
- B.** At least twenty-four (24) hours before actual termination, the Company will attempt to contact the Customer affected to apprise the Customer of the proposed termination action and steps to take to avoid or delay termination. Service will not be terminated in the event that a formal or informal complaint concerning termination is filed with the Commission.

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SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.5 Discontinuance of Service, (cont'd.)**

- C.** Upon any governmental prohibition or 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.
- D.** Upon the Company's discontinuance of service to the Customer, the Company, in addition to all other remedies that may be available to the Company by 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.
- E.** Immediately and without notice, if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services, the Company may discontinue service pursuant to this section. if:
 - (1)** the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s);
 - (2)** the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s);
 - (3)** the Customer states that it will not comply with, or fails to comply with, a request of the Company for security for the payment for service(s) in accordance with this Tariff;

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SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.5 Discontinuance of Service, (cont'd.)****E. (continued)**

- (4) the Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used;
- (5) the Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service;
- (6) the Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - (a) using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff;
 - (b) using tricks, schemes, false credit devices, electronic devices; or
 - (c) any other fraudulent means or devices;
- (7) the Customer owes any sum thirty (30) days past due;
- (8) within seven (7) days of the date of written notice to the Customer that the Customer is not complying with any provision of this tariff, the noncompliance is not corrected

- F.** The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

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SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.6 Cancellation of Application for Service**

- A. Applications for service cannot be canceled 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.
- B. 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. In such case, 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 construction or arrangements.

The special charges described herein will be calculated and applied on a case-by-case-basis.

2.5.7 Changes in Service Requested

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

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SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.6 Allowances for Interruptions in Service**

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

- A. A credit allowance will be made when an interruption occurs because of a failure of any on-net component furnished by the Company under this Tariff. An interruption period begins when a Customer reports a service, facility or circuit is interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is repaired or is inoperative but the Customer declines to release it for testing and repair.
- B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified thereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service, (Cont'd.)

2.6.1 Credit for Interruptions, (cont'd.)

- C. A credit allowance will be given for interruptions of 15 minutes or more. Credit allowances will be calculated as follows:

For retail business Customers

1) For ringed (protected) services with 1+1 card protection -
 $\text{Outage credit} = (\text{Hours of outage} - 1 \text{ hour}) \times (\text{Total On-net Monthly Recurring Charge of affected Facility})$

2) For linear (unprotected) services -

$\text{Outage credit} = (\text{Hours of outage} - 9 \text{ hours}) \times (\text{Total On-net Monthly Recurring Charge of affected Facility})$

For carrier Customers:

- 1) If ring protected Services delivered on US Signal's network to the Customer premises (which excludes non-Ring protected lateral builds to building entrances as well as similar non-ring protected facilities within the Customer building) experience a failure to meet the Technical Standards of Performance, then Customer shall be entitled to receive Outage Credits against monthly charges, as set forth in the table below, for each Service that is unavailable for more than the period of time set forth in the table below. In no event will Outage Credits for a Service for any one month exceed 100% of the Monthly Recurring Charge for that Service.

- 2) If non-ring protected (linear) Services delivered on US Signal's network to

Length of Interruption	On-Net MRC Credit Amount:
< 2 hours	5% of MRC
2 - < 4 hours	10% of MRC
4 - < 6 hours	30% of MRC
6 - < 8 hours	50% of MRC
> 8 hours	100% of MRC

the Customer premise experience a failure to meet the Technical Standards of Performance, then Customer shall be entitled to receive a credit against future monthly charges, as set forth in the formula below, for each Service that is unavailable:

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Availability Credit = (Hours of outage - 9 hours) X (Total Monthly Recurring
Charge of affected Facility)

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.6 Allowances for Interruptions in Service, (Cont'd.)****2.6.2 Limitations on Allowances**

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (b) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) 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;
- (g) interruption of service due to circumstances or causes beyond the control of the Company;
- (h) interruptions of service not reported to the Company within thirty (30) days of the date that service was affected.

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SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service, (Cont'd.)

2.6.3 Use of an Alternative Service

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

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SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.7 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order Agreement or terminates services before the completion of a term agreement, for any reason whatsoever other than a service interruption as defined in this tariff, the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in this tariff.

2.7.1 Termination Liability

Unless otherwise specified in this tariff or in the customer's contract, the 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; plus
- B.** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C.** all Recurring Charges specified in the applicable tariff for the balance of the then current term;
- D.** minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

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SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.8 Cancellation by Customer**

Customers may cancel service in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

2.9 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 without Customer consent.

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SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

2.10 Notices and Communications

2.10.1 All notices or other communications required to be given pursuant to this Tariff will be in writing and sent to the Customer's service address. 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.

2.10.2 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.

2.11 Courtesy Credits

From time to time, the Company may grant credits against usage or recurring charges per Customer account, per monthly billing period, whenever the Company determines, in a nondiscriminatory manner, that such a credit is warranted due to consideration or disputes involving the delivery of past service to the Customer or account receiving the credit.

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SECTION 2 – GENERAL REGULATIONS, (CONT'D.)**2.12 Missouri Universal Fund**

- A. The Company will place on each retail end-user customer's bill, a surcharge equal to the Missouri Universal Service Fund percentage assessment ordered by the commission.
- B. The surcharge will appear as a separate line item detailed as "Missouri Universal Service Fund."
- C. The surcharge percentage will be applied to the total of each customer's charges for intrastate regulated telecommunications services that meet the definition of net jurisdictional revenues at 4 CSR 240-31.010(12).

2.13 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

2.14 Taxes, Fees and Surcharges

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to, Federal Excise Tax, State Sales Tax, Municipal Tax, Gross Receipts Tax, E911 Surcharge, and Relay Missouri. Unless otherwise specified in this rate sheet, such taxes, fees and surcharges are in addition to rates as quoted in this rate sheet and will be itemized separately on Customer invoices. All charges and fees subject to MO PSC jurisdiction, except taxes and franchise fees, will be submitted to the MO PSC for prior approval.

2.15 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present and potential Customers to a service not previously received by the Customers. Insofar as required by Commission regulations, the Company will file notice of its proposed promotions with the Commission.

Issued: _____

Effective: _____

Barbara Boshoven, Vice President of Corporate Affairs
201 Ionia Ave SW
Grand Rapids MI 49503

LOCAL EXCHANGE SERVICES TARIFF

SECTION 3 – SERVICE DESCRIPTIONS AND RATES**3.1 Private Line Service**

Private Line Service provides the Customer with dedicated service, and has flexible network architecture to support point-to-point or hub arrangements. Private Line Service comes in a range of speeds and bandwidths, varying from DS-1 to OC-192, and has a one-year minimum term.

T-1 Transport

Non-Recurring Charge	\$500.00
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Monthly Recurring Charge	\$550.00
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DS-3

Non-Recurring Charge	\$1500.00
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Monthly Recurring Charge	\$3600.00
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Other Speeds and Bandwidth

Non-Recurring Charge	ICB
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Monthly Recurring Charge	ICB
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