



MEMO
FILED

JUL 30 2003

Date: 7/29/2003

Missouri Public
Service Commission

Subject: Replacement Cover Letters for Case No. XN-2004-0021

Please find in the enclosed envelopes replacement cover letters for Case No. XN-2004-0021. These replacement letters are being sent at the request of staff. Attached to this memo is the email from staff requesting these replacement cover letters. If you have any questions please do not hesitate to contact me.

Thank you,

Karen Hyde
TelCove
121 Champion Way
Canonsburg, PA 15317
Phone: 724-743-9719
Fax: 724-743-9791
karen.hyde@telcove.com

Karen Hyde

Subject: RE: FYI - XN-2004-0021 Adelphia to TelCove Name Change

-----Original Message-----

From: arthurkuss@psc.state.mo.us [mailto:arthurkuss@psc.state.mo.us]
Sent: Thursday, July 24, 2003 6:07 PM
To: terry.romine@telcove.com
Cc: kimhappy@psc.state.mo.us
Subject: FW: FYI - XN-2004-0021 Adelphia to TelCove Name Change

I have the faxed copy in hand of the letter for extension of all 3 filings to September 6; the hard copy is expected by snail mail. Next, I will try to clarify what needs to be done to get all our ducks in a row.

We will need these filings straightened out by writing some cover letters, all referencing Case No. XN-2004-0021. Since we have the replacement pages, the new cover letters should just state as follows, one letter for each filing:

1. Corrected pages 154 - 192 for PSC 2 (Local Service) should be submitted as replacements under filing YX-2004-0051.
2. The tariff submitted under File No. YX-2004-0052 was misnumbered as PSC 3 (Dedicated Services). The replacement pages are to show the tariff properly numbered as PSC 4 (Dedicated Services), for File YX-2004-0052.
3. An entirely new filing is being submitted for PSC 3 (Access Services), which is to supersede the PSC 3 Access Services tariff currently on file with the Adelphia name. This filing will be assigned a new number YX-2004-xxxx. It should be clarified that the effective date for this new filing will be September 6, 2003, as it was not originally included with the others.
4. File No. YX-2004-0050 for PSC 1 (IXC Services) is OK as is, except for needing extension of the effective date along with the others..

I think that should cover everything. If you need more clarification, I am at 573-522-3782. Thanks.

> -----Original Message-----

> From: Happy, Kim
> Sent: Thursday, July 24, 2003 3:56 PM
> To: Kuss, Arthur
> Subject: RE: FYI - XN-2004-0021 Adelphia to TelCove

>
> We received the substitutes yesterday, but our Data Center had a few
> issues with the filings, as follows:

>
> We did not reject the filing and will not do so if you will
contact the company and have them send separate cover letters for each of
the filings. The reason being that the company submitted substitutes for
PSC MO No. 4, which is to replace the pages that they originally submitted
as PSC MO No. 3. In addition, they filed new pages for what is now PSC MO
No. 3. These were not included in the original submission as a revision. I
would prefer that they send us a new cover letter that separates this filing
from the rest since it is not a revision.

> In summary, I think it would be cleaner and less confusing for
> everyone if they would do a separate cover letter for each filing
> YX-2004-0052, YX-2004-0051, YX-2004-0050. Also, could you please ask them
> to reference the case number as XN-2004-0021. Their current cover letter
> says YN-2004-0021.

> Please let me know if you have any questions or concerns.

>

> -----Original Message-----

>

> This is a simple name change case from "Adelphia" to

> "TelCove." No big deal, but there seem to be a few anomalies.

> 1. The Case filing is XN-2004-0021.

> 2. This is a request for approval of name change, per an
> announcement from Adelphia.

> 3. There are 3 tariff revision filings, in which the
> existing Adelphia tariff pages are revised solely to show the new TelCove
> name.

> YX-2004-0050 (PSC 1 - IXC), YX-2004-0051 (PSC 2 - Local),

> YX-2004-0052 (PSC 3 - Private Line).

> Two of the tariff filings are OK, one is flubbed up, and a
> fourth (PSC 4 - Access) is missing. I have requested corrected pages. They
> may have been submitted, but have problems from what I can gather. A new
> filing number will be needed for the fourth (PSC 4 - Access) tariff
> filing.

> 4. Internal deadline time's up for getting these fixed
> (Effective August 6), so I have requested extensions to the effective
> dates.

>

TelCove

FILED

JUL 23 2003

Missouri Public
Service Commission

July 21, 2003

VIA UPS

RECEIVED

JUL 23 2003

Records
Public Service Commission

Missouri Public Service Commission
200 Madison Street, Suite 100
Jefferson City, MO 65102

RE: Adelphia Business Solutions Operations Inc. d/b/a TelCove
YN-2004-0021; YX-2004-0052; YX-2004-0051; YX-2004-0050

Dear Sir or Madam:

On behalf of Adelphia Business Solutions Operations, Inc. d/b/a TelCove, enclosed please find an original and fourteen (14) copies of replacement tariff sheets to MO PSC Tariff No. 2. Also enclosed are an original and fourteen (14) copies of MO PSC Tariff No. 3 that was previously omitted from the original filing, and MO PSC Tariff No. 4 which was renumbered and previously submitted as MO PSC Tariff No. 3. These replacement pages and tariffs are being filed pursuant to a telephone conversation with Art Kuss.

Please date stamp the enclosed extra copy of this filing and return it in the self-addressed, postage-prepaid envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact Karen Hyde at 724-743-9739.

Sincerely,

Terry Romine/kHH

Terry Romine, Esq.
Deputy General Counsel of Operations

Enclosure(s)

TelCove

FILED

JUL 30 2003

July 29, 2003

**Missouri Public
Service Commission**

VIA UPS

Mr. Dale Hardy Roberts, Chief Regulatory Law Judge/Secretary
Missouri Public Service Commission
200 Madison Street, Suite 100
Jefferson City, MO 65102

RE: Adelphia Business Solutions Operations Inc. d/b/a TelCove
Case No.: XN-2004-0021 Filing: YX-2004-0052

Dear Mr. Roberts:

On behalf of Adelphia Business Solutions Operations, Inc. d/b/a TelCove, enclosed please find an original and fourteen (14) copies of replacement tariff sheets to MO PSC Tariff No. 4 for the filing YX-2004-0052. The replacement pages are being filed to show the tariff properly numbered as PSC No. 4, it was previously submitted misnumbered as PSC Tariff No. 3. These replacement pages are being filed pursuant to a telephone conversation with Art Kuss.

Please date stamp the enclosed extra copy of this filing and return it in the self-addressed, postage-prepaid envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact Karen Hyde at 724-743-9719.

Sincerely,

Terry Romine / ksh

Terry Romine, Esq.
Deputy General Counsel of Operations

Enclosure(s)

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
GOVERNING THE PROVISION OF DEDICATED SERVICES
FOR CONNECTION TO PUBLIC AND PRIVATE
COMMUNICATIONS FACILITIES WITHIN
THE STATE OF MISSOURI

Issued: July 7, 2003

Effective: August 6, 2003

Issued By: Terry Romine, Esquire, Deputy General Counsel of Operations
121 Champion Way
Canonsburg, Pennsylvania 15317

CHECK SHEET

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

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	27	Original	53	Original
2	Original	28	Original	54	Original
3	Original	29	Original	55	Original
4	Original	30	Original	56	Original
5	Original	31	Original	57	Original
6	Original	32	Original	58	Original
7	Original	33	Original	59	Original
8	Original	34	Original	60	Original
9	Original	35	Original	61	Original
10	Original	36	Original	62	Original
11	Original	37	Original	63	Original
12	Original	38	Original	64	Original
13	Original	39	Original		
14	Original	40	Original		
15	Original	41	Original		
16	Original	42	Original		
17	Original	43	Original		
18	Original	44	Original		
19	Original	45	Original		
20	Original	46	Original		
21	Original	47	Original		
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25	Original	51	Original		
26	Original	52	Original		

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Effective: August 6, 2003

Issued By:

Terry Romine, Esquire, Deputy General Counsel of Operations
121 Champion Way
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Issued: July 7, 2003

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121 Champion Way
Canonsburg, Pennsylvania 15317

1. EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF
TECHNICAL TERMS USED IN THIS TARIFF

The following symbols shall be used in this Tariff for the purpose indicated below:

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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2. DEFINITIONS

Certain terms used generally throughout this tariff are described below.

Advance Payment

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

Access Services

The Company's interstate telephone services offered pursuant to this tariff.

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, respectively.

Company or Adelphia Business Solutions Operations, Inc. d/b/a TelCove

Adelphia Business Solutions Operations, Inc. d/b/a TelCove, the issuer of this tariff, and its concurring subsidiaries.

Customer

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

Dedicated

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

2. DEFINITIONS (Cont'd)

End User or User

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

Individual Case Basis

A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

Intrastate Access Service

Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for originating and terminating calls within the state.

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

Network

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

Network Service

Intrastate communications service providing one-way and/or two-way information transmissions originating from points within the State of Missouri.

2. DEFINITIONS (Cont'd)

Service Commencement Date

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

Service Order

The written request for dedicated services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Shared

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

User

A customer, joint user, or any other person authorized by a customer to use service provided under this tariff.

3. APPLICATION OF TARIFF

- 3.1 This tariff applies to intrastate access service supplied to Customers for origination and termination of traffic to and from Central Office codes directly assigned to the Company.

This tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the state of Missouri.

3.1.1 Dedicated High-Speed Digital Service

The furnishing of intrastate interLATA and intraLATA Dedicated Telecommunications services in connection with one-way and/or two-way information transmission originating from nonresidential user points within the State of Missouri.

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4. REGULATIONS

4.1 Undertaking of the Company

4.1.1. Scope

The Company undertakes to furnish dedicated services in accordance with the terms and conditions set forth in this Tariff.

4.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

4.1.3 Terms and Conditions

- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- B) Customers may be required to enter into written service orders which shall contain or reference 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.
- C) 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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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.3 Terms and Conditions (Cont'd)

- D) This tariff shall be interpreted and governed by the laws of the State of Missouri regardless of its choice of laws provision.

4.1.4 Limitations on Liability

- A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in this Tariff.
- B) Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, 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.

4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D) The Company shall not be liable for any claims for loss or damages involving:
 - 1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
 - 2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

D) (Cont'd)

- 3) Any unlawful or unauthorized use of the Company's facilities and services;
- 4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
- 5) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff.
- 7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

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121 Champion Way
Canonsburg, Pennsylvania 15317

4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

D) (Cont'd)

- 8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 9) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- 10) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- 11) Any noncompletion of calls due to network busy conditions;
- 12) Any calls not actually attempted to be completed during any period that service is unavailable.

4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

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

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Terry Romine, Esquire, Deputy General Counsel of Operations
121 Champion Way
Canonsburg, Pennsylvania 15317

4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

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

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121 Champion Way
Canonsburg, Pennsylvania 15317

4. REGULATIONS (Cont'd)4.1 Undertaking of the Company (Cont'd)4.1.5 Testing and Adjusting

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

4.1.6 Provision of Equipment and Facilities

- A) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - 1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2) the reception of signals by Customer-provided equipment; or

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121 Champion Way
Canonsburg, Pennsylvania 15317

4. REGULATIONS (Cont'd)4.1 Undertaking of the Company (Cont'd)4.1.6 Provision of Equipment and Facilities (Cont'd)

B) (Cont'd)

- 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

4.1.7 Special Construction

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

- A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- D) in a quantity greater than that which the Company would normally construct;
- E) on an expedited basis;

4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.7 Special Construction

- F) on a temporary basis until permanent facilities are available;
- G) involving abnormal costs; or
- H) in advance of its normal construction.

Special construction charges will be determined as described herein.

4.1.8 Ownership of Facilities

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

4. REGULATIONS (Cont'd)

4.2 Prohibited Uses

- A) 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.
- B) The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offering complies with relevant laws and regulations, policies, orders, and decisions.
- C) The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- D) A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

4. REGULATIONS (Cont'd)

4.3 Obligations of the Customer

4.3.1 Customer Premises Provisions

- A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

4.3.2 Liability of the Customer

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

4. REGULATIONS (Cont'd)

4.3 Obligations of the Customer (Cont'd)

4.3.2 Liability of the Customer (Cont'd)

- C) The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

4. REGULATIONS (Cont'd)

4.4 Customer Equipment and Channels

4.4.1 Interconnection of Facilities

- A) In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

4.4.2 Inspections

- A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.

4. REGULATIONS (Cont'd)

4.4 Customer Equipment and Channels (Cont'd)

4.4.2 Inspections (Cont'd)

- B) If the protective requirements in connections with Customer provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

4.4.3 Station Equipment

- A) Customer-provided terminal equipment on the premises of the customer or other authorized user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the customer, authorized user, or joint user.

4. REGULATIONS (Cont'd)

4.4 Customer Equipment and Channels (Cont'd)

4.4.3 Station Equipment (Cont'd)

- B) The customer or other authorized user 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.

4.4.4 Interconnection Provisions

Facilities furnished under this tariff may be connected to customer-provided terminal equipment in accordance with the provisions of this tariff.

4. REGULATIONS (Cont'd)

4.5 Customer Deposits and Advance Payments

4.5.1 Advance Payments

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

The advance payment will not exceed an amount up to two months of estimated monthly usage charges. 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.

4.5.2 Deposits

A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- 1) three months' charges for a service or facility which has a minimum payment period of one month; or
- 2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

4. REGULATIONS (Cont'd)

4.5 Customer Deposits and Advance Payments (Cont'd)

4.5.2 Deposits (Cont'd)

- B) A deposit may be required in addition to an advance payment.
- C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- D) Deposits held will accrue interest at a rate specified by the Company without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements

4.6.1 Payment for Service

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

A) Taxes

The Customer is responsible for 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 Network Services.

4.6.2 Billing and Collection of Charges

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

A) Non-recurring charges are due and payable within 30 days after the date of the invoice.

B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.

4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.2 Billing and Collection of Charges (Cont'd)

- C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day 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.

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4. REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.2 Billing and Collection of Charges (Cont'd)

- E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, 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 date due, multiplied by a late factor. The late factor shall be the lesser of:
 - 1) a rate of 1.5 percent per month; or
 - 2) the highest interest rate which may be applied under state law for commercial transactions.
- F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G) If service is disconnected by the Company in accordance with Section 2.6.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

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4. REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.3 Billing DisputesA) General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B) Late Payment Charge

- 1) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this Tariff.
- 2) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
- 3) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes (Cont'd)

C) Adjustments or Refunds to the Customer

- 1) In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
- 2) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
- 3) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
- 4) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes (Cont'd)

D) Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action.

- 1) First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
- 2) Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Missouri Public Service Commission
301 West High Street, Room 530
Jefferson City, MO 65102-0360
573-751-3234

4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.4 Discontinuance of Service for Cause

- A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E) 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.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.4 Discontinuance of Service for Cause (Cont'd)

- F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- G) Upon the Company's discontinuance of service to the Customer under this section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

4.6.5 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service.

4. REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.6 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

4.6.7 Cancellation of Application for Service

- (A) The customer may cancel an application for service prior to installation of the equipment provided that the customer immediately pay the Company any out of pocket expenses incurred by the Company plus a cancellation fee of two times the applicable monthly recurring service charge.
- (B) Out of pocket expenses include but are not limited to the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

4. REGULATIONS (Cont'd)4.7 Allowances for Interruptions in Service4.7.1 General

- A) A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

4.7.2 Limitations of Allowances

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

- A) Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;

4. REGULATIONS (Cont'd)

4.7 Allowances for Interruptions in Service (Cont'd)

4.7.2 Limitations of Allowances (Cont'd)

- C) Due to circumstances or causes beyond the control of the Company;
- D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E) During any period in which the Customer continues to use the service on an impaired basis;
- F) 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) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H) That was not reported to the Company within thirty (30) days of the date that service was affected.

4.7.3 Use of Another Means of Communications

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

4. REGULATIONS (Cont'd)

4.7 Allowances for Interruptions in Service (Cont'd)

4.7.4 Application of Credits for Interruptions in Service

- A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B) For calculating credit allowances, every month is considered to have thirty (30) days.
- C) A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

4. REGULATIONS (Cont'd)4.7 Allowances for Interruptions in Service (Cont'd)4.7.4 Application of Credits for Interruptions in Service (Cont'd)

D) Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E) Continuous Interruption Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

F) Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one-month period.

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4. REGULATIONS (Cont'd)

4.7 Allowances for Interruptions in Service (Cont'd)

4.7.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

4.7.6 Cancellation of Service/Termination Liability

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

4.7.7 Termination Liability

If customer terminates service prior to the fulfillment of the term, then a termination liability will be due to TelCove from the Customer. The termination liability shall be the greater of the following:

- a. the difference between the term period and the actual number of months the service has been in effect at the time of termination multiplied by the monthly rate for such service; or
- b. the termination liability charges associated with such assumed or purchased contract.

4. REGULATIONS (Cont'd)

4.7 Allowances for Interruptions in Service (Cont'd)

4.8 Customer Liability for Unauthorized Use of the Network

4.8.1 Unauthorized Use of the Network

- A) Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.

4. REGULATIONS (Cont'd)

4.8 Customer Liability for Unauthorized Use of the Network (Cont'd)

4.8.1 Unauthorized Use of the Network (Cont'd)

- B) The following activities constitute fraudulent use:
- 1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 - 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 - 3) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- C) Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

4. REGULATIONS (Cont'd)

4.8 Customer Liability for Unauthorized Use of the Network (Cont'd)

4.8.2 Liability for Unauthorized Use

- A) Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B) The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C) The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS

5.1 General

The various types of Carrier service offerings are described below. Carrier services are billed at predetermined monthly rates. Recurring charges are billed in advance of the month in which service is performed. In addition, the optional features and any extraordinary installation costs other than recurring and non-recurring charges may apply as described herein. Customers requesting these services may subscribe to services on a month-to-month basis, or for term discount plans of 1 to 5 years. Customers subscribing to a term discount plan may receive a discount on charges for these arrangements. Agreements for services in excess of 5 years will be negotiated on an ICB. All arrangements will be filed with the Missouri Public Service Commission prior to service.

5.2 Service Configurations

There are two types of service configurations over which Carrier's services are provided: point-to-point service and multipoint service.

a) Point-To-Point Service

Point-To-Point Service connects two Customer-designated premises, either on a directly connected basis, or through a hub where multiplexing functions are performed.

b) Multipoint Service

Multipoint Services connect three or more Customer designated premises through a Carrier hub. There is no limitation on the number of locations connected via multipoint service. However, when more than three points are provided in tandem, the quality of service may be degraded. Multipoint service may be provided where technically possible. If Carrier determines that the requested characteristics for a multipoint service are not compatible, the Customer will be advised and given the opportunity to change the order within 60 days.

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications

The following service descriptions and technical specifications will apply to Carrier's services. When references to Bellcore Technical Publications on file with the Missouri Public Service Commission are made for performance criteria, the criteria will be considered objectives for Carrier's performance. In no case should the reference to these Bellcore standards be construed as creating any warranties on the part of Carrier. Technical publications are available for review by the Customer upon request.

a) Voice Grade Service (DS-0)

A Voice Grade Facility is a channel which provides voice frequency transmission capability in the normal frequency range of 300 to 3000 HZ and may be terminated as analog two-wire or four-wire, or where facilities permit, as a four-wire in a digital format when used in conjunction with another Voice Grade Facility termination at the other end. Voice Grade Facilities are provided between Customer designated locations or between a Customer designated location and a Carrier's hub.

Transmission specifications are defined in Bellcore Technical Reference TR-TSY-000335, issue 2 and PUB 41004, Table 4, and those publications referenced therein for Voice Grade frequency (300-3000hertz Voice Grade Transmission).

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)5.3 Service Descriptions and Technical Specifications (Cont'd)b) Digital Data Service (DDS)

A Digital Data Channel is a channel for duplex four-wire transmission of synchronous serial data at rates of 2.4, 4.8, 9.6, 19.2, 56, or 64 Kbps. The actual bit rate is a function of the channel interface selected by the Customer. The channel provides synchronous service with timing provided by Carrier, through Carrier facilities to the Customer in the received bit stream. Digital Data channels are provided only between Customer designated locations and/or between Customer designated locations and a Carrier's hub.

c) DS-1 Service

DS-1 Service, or Digital Signal Level 1 Service, is a channel for the transmission of 1.5644 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-1 Channels are provided between Customer designated locations and between Customer designated locations and a Carrier's hub.

Technical standards are defined in Bellcore Technical Reference TR-NPL-000054, TR-TSY-000342, TR-TSY-000194, and PUB 62508, PUB 62411, PUB 62411A.

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)5.3 Service Descriptions and Technical Specifications (Cont'd)d) DS-3 Service

DS-3 Service, or Digital Signal Level 3 Service, is a channel for the transmission of 44.736 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-3 Channels are provided between Customer designated locations and/or between Customer designated locations and a Carrier's hub. DS-3 service is provided with an electrical interface. As an option, this service may be provided to a Customer with an optical interface at the Customer's premises. Services with this option will terminate in Carrier's Optical Line Terminating Equipment (OLTE) located in Carrier's hub. The OLTE located at the Customer's premises is subject to the mutual agreement of the parties, and must be compatible with the OLTE located in Carrier's hub. The optical interface option is available only where facilities permit, and is offered on an Individual Case Basis (ICB)

Technical standards are defined in Bellcore Technical Reference TR-NPL-000054, TR-TSY-000342, TR-TSY-000194, and PUB 62508, PUB 62411, PUB 62411A.

e) DS-3 (X3), (X9), or (X12), (X24) Services

DS-3 services may be ordered in multiples of 3 (X3), 9 (X9), or 12 (X12) (X24). These services are offered in the same configuration as DS-3 service (i.e. either electrical or optical interface), and with the same technical specifications. These services will be provided initially on an ICB.

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)5.3 Service Descriptions and Technical Specifications (Cont'd)f) Fractional DS-1 Service (NOC)

Fractional DS-1 service consists of 2 to 24 DS-0 or DDS channels between two Customer designated locations, utilizing DS-1 level facilities, and multiplexing arrangements.

g) Dark Fiber Services

Dark Fiber facilities shall normally be installed using single mode, fiber optic facilities suitable for provisioning point-to-point communications, transmitting at Customer specified bandwidths. Multimode fiber, at the Customer's request, may be used depending upon facilities availability.

These Dark Fiber facilities are available only where sufficient facilities are provided in Carrier's network, and charges will be provided on an ICB, as filed with the Missouri Public Service Commission. Dark Fiber will be offered in capacities of one strand and above, with the fiber terminating on a standard optical patch panel. As Carrier does not provide the electronics, Carrier cannot test and monitor the facilities. When available, pricing will be on a per strand per mile basis.

When provided, the type of facility and the route of the facility will be determined by Carrier. Carrier makes no guarantee or warranty of the suitability of Dark Fiber for purposes intended by the Customer.

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)5.3 Service Descriptions and Technical Specifications (Cont'd)h) Dim Fiber Services

Dim Fiber is a service that permits the Customer to utilize a portion of Carrier's bandwidth in increments that are traditionally non-standard telephony bandwidths, such as 4 Nbps, 10 Mbps, 16 Mbps, or 100 Mbps. Dim Fiber service is offered only where facilities permit, and may be offered with custom multiplexing equipment or utilizing Customer provided equipment. Dim Fiber will be priced based on the capacity and the multiplexing services required. As Carrier may not provide the electronics, Carrier may not test and monitor the facilities.

When provided, the type of facility and the route of the facility will be determined by Carrier. When the Customer provides the electronics, Carrier makes no guarantee or warranty of the suitability of Dim Fiber for purposes intended by the Customer.

i) Multiplexing Services

Multiplexing is provided in the following configurations:

M13 Multiplexing (ICB)

An arrangement that converts a 44.736 Mbps channel into 28 DS-1 channels using digital time division multiplexing.

DS-1 to DS-0 Multiplexing

An arrangement that converts a 1.544 Mbps channel into 24 channels for use with Voice Grade Facilities or DDS.

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

j) Customer Provided Equipment

Customer provided terminating equipment such as CSUs, multiplexers, and other terminating equipment may, at the Customer's request, be provided by the Customer, at the Customer's expense. Carrier makes no guarantees or warranties as to the performance of Customer provided equipment.

5.4 Rate Categories

There are six rate categories that may apply to Carrier's Services.

a) Channel Terminations

The Channel Termination Rate Category provides for the communications path between a Customer designated premises, and another Customer designated premises. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the Carrier's service is to be connected, and the type of signaling capability (if any). One channel Termination charge applies per Customer designated premises at which the service is terminated.

b) Channel Mileage

The Channel Mileage Rate Category provides for the transmission facilities between two or more Customer designated premises. The Channel Mileage Rate Category is not applied to services that are less than one V&H computed mile (as described in F4 of this tariff), unless specified. Channel Mileage Rates are comprised of a Fixed Mileage Rate, applied to the first mile, and a Per Mile Rate Element, applied for each mile.

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)5.4 Rate Categories (Cont'd)c) Optional Features and Functions

The Optional Features and Functions Rate Category provides for optional services which may be added to a Carrier's service to improve its quality or characteristics to meet specific communications requirements. These services are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics which may be obtained. These characteristics may be derived using various combinations of equipment.

d) Extraordinary Charges

From time to time, customers may request special services not addressed specifically by rate elements in this tariff, or services to locations that may cause Carrier to incur extraordinary expenses not contemplated in the provision of standard service offerings. These costs include, but are not limited to:

- Additional construction costs
- Building space rental or rights-of-way costs
- Additional equipment
- Special facilities routing

In these cases, the Customer will be billed additional charges computed on an ICB. Special services not addressed in this tariff shall be approved by the Missouri Public Service Commission prior to the provision of such service.

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)5.4 Rate Categories (Cont'd)e) Volume Discounts

Discounts for specified dollar volumes of traffic to a specific location or aggregate dollar volumes may apply, as specified in this tariff, to customers that subscribe to substantial volumes of Carrier's services.

f) Term Discounts

Customers will be eligible for discounts for executing agreements for services for 1 to 7 years, as specified in this tariff.

5.5 Application of Rate Elements

The rate elements described in F1 of this tariff will be applied as follows:

a) Point-To-Point Services

- Channel Terminations (2 applicable)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

b) Multipoint Services

- Channel Terminations (one per designated Customer location)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)5.6 Regulations and Computations of Mileage

- a) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- b) All times refer to local time.
- c) All inter-city services are rated according to the mileage between the Carrier's Point of Presence in each city.
- d) Airline mileage, used in connection with determining rates for intercity portions of services and facilities, is obtained by using the "V" and "H" coordinates assigned to each point as set forth in (e) below. This procedure is referenced in the AT&T Tariff FCC No. 10. To determine the airlines distance between any two locations, proceed as follows:
 - (i) Utilize the "V" and "H" coordinates for each Customer designated location.
 - (ii) Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
 - (iii) Square each difference obtained in step (ii) above.
 - (iv) Add the square of the "V" difference and the "H" difference obtained in step (iii) above.
 - (v) Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)5.7 Contract Rates - Special Pricing Arrangements-ICB

- a) In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis. All special Pricing Arrangements, including ICB, shall be filed with the Missouri Public Service Commission.
- b) In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier's option.

5.8 Back Billing

Carrier shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered, assuming that the customer was aware of the unbilled services during the period the services were unbilled, for a period of six years after the service was rendered.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.9 Taxes

a) Sales, Use and Excise Taxes

In addition to all recurring, non-recurring, usage or special charges, Customer shall also be responsible for and shall pay all applicable federal, state and local sales, use and excise taxes.

5.10 **[Reserved]**

5.11 Temporary Promotional Programs

The Carrier may establish temporary promotional programs, wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service not previously received by the Customer. The terms of promotional programs will be filed with the Missouri Public Service Commission subject to the requirements of applicable law, except if the promotion is to reduce rates.

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

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6. RATES AND CHARGES

6.1 Rates

a) General Regulations

- (i) Except as specifically indicated, the rates set forth in this section are for private line services where the originating and terminating points are on Carrier's existing network. In all other situations, special construction charges may apply in order to connect locations to Carrier's network.
- (ii) Services may be provided using one, or a combination of rate elements as outlined in this tariff.
- (iii) Unless otherwise indicated, rates apply uniformly in all areas served by Carrier.
- (iv) Services for which a rate of "NOC" is listed are not offered currently.

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6. RATES AND CHARGES (Cont'd)6.1 Rates (Cont'd)b) Charges for Changes to Pending Orders, Service Rearrangements and Expedite Charges

From time to time, customers may request changes to pending orders, rearrangements to existing service, and order completion to standard intervals. In these cases, the Customer will be required to reimburse Carrier for the increased expenses incurred on an ICB.

c) Point-To-Point and Multipoint Services(i) Voice Grade (VF) Services

	<u>Recurring Charges – Term</u>					<u>Non-Recurring</u>	
	<u>Monthly</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>5 Yr.</u>	<u>7 Yr.</u>	<u>First</u>	<u>Add'l.</u>
2 Wire Voice Grade							
Per Point of Termination	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
End Channel Mileage (Add'l. 1/2 M)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Fixed Mileage	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Per Mile Charge	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
4 Wire Voice Grade							
Per Point of Termination	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
End Channel Mileage (Add'l. 1/2 M)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Fixed Mileage	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Per Mile Charge	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB

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6. RATES AND CHARGES (Cont'd)6.1 Rates (Cont'd)c) Point-To-Point and Multipoint Services (Cont'd)(ii) Digital Data Service (DDS)

	<u>Recurring Charges - Term</u>					<u>Non-Recurring</u>	
	<u>Monthly</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>5 Yr.</u>	<u>7 Yr.</u>	<u>First</u>	<u>Add'l.</u>
2.4 kbps - DDS							
Per Point of Termination	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
End Channel Mileage							
(Add'l. 1/2 M)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Fixed Mileage	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Per Mile Charge	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
4.8 kbps - DDS							
Per Point of Termination	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
End Channel Mileage							
(Add'l. 1/2 M)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Fixed Mileage	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Per Mile Charge	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
9.6 kbps - DDS							
Per Point of Termination	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
End Channel Mileage							
(Add'l. 1/2 M)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Fixed Mileage	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Per Mile Charge	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB

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6. RATES AND CHARGES (Cont'd)6.1 Rates (Cont'd)c) Point-To-Point and Multipoint Services (Cont'd)(ii) Digital Data Service (DDS) (Cont'd)

	<u>Recurring Charges – Term</u>					<u>Non-Recurring</u>	
	<u>Monthly</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>5 Yr.</u>	<u>7 Yr.</u>	<u>First</u>	<u>Add'l.</u>
56 kbps - DDS							
Per Point of Termination	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
End Channel Mileage (Add'l. 1/2 M)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Fixed Mileage	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Per Mile Charge	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
64 kbps – DDS							
Per Point of Termination	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
End Channel Mileage (Add'l. 1/2 M)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Fixed Mileage	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Per Mile Charge	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB

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6. RATES AND CHARGES (Cont'd)6.1 Rates (Cont'd)c) Point-To-Point and Multipoint Services (Cont'd)(iii) DS-1 Services

	<u>Recurring Charges – Term</u>					<u>Non-Recurring</u>	
	<u>Monthly</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>5 Yr.</u>	<u>7 Yr.</u>	<u>First</u>	<u>Add'l.</u>
DS-1							
Per Point of Termination	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
End Channel Mileage (Add'l. 1/2 M)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Office Channel Interface	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Customer Channel	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Per Mile Interface	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Fixed Mileage Charge	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB

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6. RATES AND CHARGES (Cont'd)6.1 Rates (Cont'd)c) Point-To-Point and Multipoint Services (Cont'd)(iv) DS-3 Services

	<u>Recurring Charges – Term</u>					<u>Non-Recurring</u>	
	<u>Monthly</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>5 Yr.</u>	<u>7 Yr.</u>	<u>First</u>	<u>Add'l.</u>
DS-3							
System Termination	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
End Channel Mileage (Add'l. 1/2 M)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Office Channel Interface	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Customer Channel Interface	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Fixed Mileage (0-8 Miles)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Fixed Mileage (9-25 Miles)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Fixed Mileage (26+ Miles)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Mile Charge (0-8 Miles)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Mile Charge (9-25 Miles)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Mile Charge (26+ Miles)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
DS-3 (X3)							
System Termination	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
End Channel Mileage (Add'l. 1/2 M)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Office Channel Interface	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Customer Channel Interface	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Fixed Mileage (0-8 Miles)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Fixed Mileage (9-25 Miles)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Fixed Mileage (26+ Miles)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Mile Charge (0-8 Miles)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Mile Charge (9-25 Miles)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Mile Charge (26+ Miles)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB

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6. RATES AND CHARGES (Cont'd)6.1 Rates (Cont'd)c) Point-To-Point and Multipoint Services (Cont'd)(iv) DS-3 Services (Cont'd)

	<u>Recurring Charges – Term</u>					<u>Non-Recurring</u>	
	<u>Monthly</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>5 Yr.</u>	<u>7 Yr.</u>	<u>First</u>	<u>Add'l</u>
DS-3 (X12)							
System Termination	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
End Channel Mileage (Add'l. 1/2 M)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Office Channel Interface	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Customer Channel Interface	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Per 28 DS-1 Channel Sys.	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Fixed Mileage (0-8 Miles)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Fixed Mileage (9-25 Miles)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Fixed Mileage (26+ Miles)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Mile Charge (0-8 Miles)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Mile Charge (9-25 Miles)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Mile Charge (26+ Miles)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
DS-3 (X24)							
System Termination	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
End Channel Mileage (Add'l. 1/2 M)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Office Channel Interface	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Customer Channel Interface	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Per 28 DS-1 Channel Sys.	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Fixed Mileage (0-8 Miles)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Fixed Mileage (9-25 Miles)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Fixed Mileage (26+ Miles)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Mile Charge (0-8 Miles)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Mile Charge (9-25 Miles)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
Mile Charge (26+ Miles)	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB

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6. RATES AND CHARGES (Cont'd)6.1 Rates (Cont'd)c) Point-To-Point and Multipoint Services (Cont'd)(v) Dark Fiber Services- Recurring Charges (Per Fiber Strand Per Mile)

Per Strand	ICB
------------	-----

- Non-recurring Charges (Per Point of Termination)

Per Strand	ICB
------------	-----

(vi) Dim Fiber Services- Recurring Charges (Per Point of Termination)

Dim Fiber	ICB
-----------	-----

- Recurring Charges - Per Mile

Dim Fiber	ICB
-----------	-----

- Non-recurring Charges (Per Point of Termination)

Dim Fiber	ICB
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6. RATES AND CHARGES (Cont'd)6.1 Rates (Cont'd)d. Multiplexing Services

	<u>Recurring Charges - Term</u>					<u>Non-Recurring</u>	
	<u>Monthly</u>	<u>2 Yr.</u>	<u>3 Yr.</u>	<u>5 Yr.</u>	<u>7 Yr.</u>	<u>First</u>	<u>Add'l.</u>
Multiplexing							
DS3 to DS1 Multiplexing	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB
DS1 to DS3 Multiplexing	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB	\$ICB

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