

**Avid Communications, L.L.C.
Intrastate Access Service Tariff**

This Tariff, filed with the Missouri Public Service Commission, contains regulations, rates and charges applying to the provision of Access Services for connection to intrastate communications facilities for customers within the operating territory of the State of Missouri by Avid Communications, L.L.C., (the “Company”). Copies of this Tariff may be inspected during normal business hours at the Company’s principal place of business.

Access Services are provided by means of wire, fiber optics, radio or any other suitable technology or a combination thereof.

Wherever in this Tariff or its headings, the term “Company” or the name Avid Communications, L.L.C., or Avid, that shall mean and shall refer to Avid Communications, L.L.C.

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INDEX**LIST OF WAIVED STATUTES AND REGULATIONS**

The Missouri Public Service Commission in its order in the case of *In the Matter of the Application of Ironhorse, LLC. for a Certificate of Authority to Provide Basic, Local Interexchange Voice Services in Portions of the State of Missouri and to Classify said Services and the Company as Competitive*, Case No. LA-2006-0067, waived the following statutes and regulations:

STATUTES

- 392.210.2 - uniform system of accounts
- 392.240.1 - just and reasonable rates
- 392.270 - valuation of property (ratemaking)
- 392.280 - depreciation accounts
- 392.290 - issuance of securities
- 392.300.2 - acquisition of stock
- 392.310 - stock and debt issuance
- 392.320 - stock dividend payment
- 392.330 - issuance of securities, debts and notes
- 392.340 - reorganization(s)

COMMISSION RULES

- 4 CSR 240-3.550(5)(C) - exchange boundaries
- 4 CSR 240-10.020 - depreciation fund income
- 4 CSR 240-30.040 - uniform system of accounts

ADDITIONAL CASES

In the Matter of the Name Change for Ironhorse Services, L.L.C. to Avid Communications, L.L.C.,
Case No. LN-2007-0090

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS

SYMBOLS

(DR) - Indicates discontinued rate
(AT) - Indicates addition to text
(RT) - Indicates removal of text
(C) - Indicates a correction
(CR) - Indicates change in rate
(CP) - Indicates change in practice
(CT) - Indicates change in text
(NR) - Indicates new rate
(MT) - Indicates moved text
(FC) - Indicates a change in format lettering or numbering

ABBREVIATIONS

BIP	-	Billing Interconnection Percentage
CCL	-	Carrier Common Line
F.C.C.	-	Federal Communications Commission
FGD	-	Feature Group D
ICB	-	Individual Case Basis
IDDD	-	International Direct Distance Dialing
LATA	-	Local Access and Transport Area
Mbps	-	Megabits per second
NPA	-	Numbering Plan Area
PIU	-	Percent Intrastate Usage

1. APPLICATION OF TARIFF

- 1.1 This tariff contains regulations, rates and charges applicable to the provision of Carrier Common Line, Switched Access, and other miscellaneous services, hereinafter referred to collectively as service(s), provided to customers by the Company. End users may purchase services from the Access Services Tariff only to the extent explicitly set forth herein. Access Services will not be provided to an end user's location in such a manner that avoids this end user restriction.
- 1.2 The operating territory of the Company comprises the geographic areas for which the Company is certified to operate in the state of Missouri. These areas are specified by identification of the exchanges established by the Company for the administration of communications services. Exchanges are related to the central office(s) and their corresponding NXX code(s).
- 1.3 The provision of such services by the Company as set forth in this tariff does not constitute a joint undertaking with the customer for the furnishing of any service.

2. GENERAL REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

- A. The Company undertakes to furnish Switched Access Services in accordance with the terms and conditions set forth in this tariff. The Company's service is available twenty-four hours per day, seven days per week, except as set forth in other sections of this tariff.
- B. The provision of such services by the Company as set forth in this tariff does not constitute a joint undertaking with the customer for the furnishing of any service.
- C. The Company arranges for installation, operation and maintenance of the service provided in this tariff for the customer in accordance with the terms and conditions set forth herein. Company facilities are to be used only for Company provided services or equipment.
- D. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required, at the sole discretion of the Company.
- E. Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.
- F. The Company shall, for maintenance purposes, test its services only to the extent necessary to detect and/or clear trouble.
- G. Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company.
- H. The Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.

2.1.2 Limitations

- A. The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations.
- B. Directory listings will not be furnished as a part of the services provided under this tariff.

2. GENERAL REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.3 Liability

- A. The Company's liability for its willful misconduct, if any, is not limited by this tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of (B) through (H) following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this tariff as a credit allowance for a service interruption. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- B. The Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.
- C. The Company is not liable for damages to the customer's premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.
- D. When a customer is provided service under this tariff, the Company shall be indemnified, defended and held harmless by the customer against any claim, loss or damage arising from the customer's use of services offered under this tariff, involving:
 - 1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;
 - 2. Claims for patent infringement arising from the customer's acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by the customer; or
 - 3. All other claims arising out of any act or omission of the customer in the course of using services provided pursuant to this tariff.
- E. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to the customer's use of the services so provided.
- F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this tariff and will indemnify such customer for any damages awarded based solely on such claims.

2. GENERAL REGULATIONS (continued)

2.1. Undertaking of the Company (continued)

2.1.3 Liability (continued)

- G. The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control. However, credit allowance for service interruptions as specified in 2.5.4 (Credit Allowance for Service Interruptions) will apply.
- H. The Company makes no warranties or representations, express or implied either in fact or by operations of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

2.1.4 Provision of Services

- A. The Company will provide to the customer, upon reasonable notice, services offered in this tariff at the specified rates and charges, to the extent that such services are or can be made available with reasonable effort and after provisions have been made for the Company's Local Telephone Exchange Service. 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 a lack of facilities, or due to any other cause beyond the Company's control.
- B. In the event that the customer's request cannot be fulfilled with existing facilities and equipment or the request is not consistent with the Company's filed tariffs, alternative designs may be provided by the Company. Additionally, the Company will work with the customer to reach an agreeable solution.
- C. The Company will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not limited to a specific service, but affect many customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the customer to determine the notification requirements.
- D. The Company will work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2. GENERAL REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.5 Operation and Maintenance

A. Maintenance of Service

The services provided under this tariff shall be maintained by the Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

B. Availability of Testing

The services provided under this tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

C. Interference or Impairment

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any facilities of the Company, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.

The Company will, when possible, notify the customer that temporary discontinuance of the use of a service may be required, except as provided for equipment or systems subject to F.C.C. Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with (A) preceding. Where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Company's right to temporarily discontinue the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.

During such period of temporary discontinuance, allowance for interruption of services as set forth in 2.5.4 (Credit Allowance for Service Interruptions) is not applicable.

2. GENERAL REGULATIONS (continued)2.1 Undertaking of the Company (continued)

2.1.6 Refusal and Discontinuance of Services

A. The Company may refuse additional applications for service or discontinue the provision of services as set forth in (1) and (2) following, unless the provisions of 2.1.5(C) (Interference or Impairment) or 2.3.2 (Connections) apply, when the customer fails to comply with:

- 2.1.5(A) (Maintenance of Service),
- 2.1.5(B) (Availability of Testing),
- 2.3.4 (Damages),
- 2.4 (Jurisdictional Report Requirements), or
- 2.5 (Billing Regulations) - including any payments to be made by the customer on the dates and times herein specified.

On thirty (30) days' written notice by Certified U.S. Mail (return receipt requested) to the person designated by that customer to receive such notices of noncompliance, the Company may:

1. Refuse additional applications for service and/or refuse to complete any pending orders for service by the noncomplying customer at any time thereafter. If the Company does not refuse additional applications for service on the date specified in the thirty (30) days' notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service to the noncomplying customer without further notice; or
2. Discontinue the provision of the services to the noncomplying customer at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the thirty (30) days' notice and the customer's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to the noncomplying customer without further notice.

2. GENERAL REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.6 Refusal and Discontinuance of Services (continued)

- B. When access service is provided by more than one Company, the companies involved in providing the joint service may individually or collectively deny service to a customer for nonpayment. Where the telephone companies affected by the nonpayment are incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other telephone companies will, if technically feasible, assist in denying the joint service to the customer. Service denial for such joint service will only include calls which originate or terminate within, or transit, the operating territory of the telephone companies initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the Company where the customer end office is located shall prevail for joint service discontinuance provisions.
- C. In the event of a dispute between a customer and Avid regarding any bill for access service, the customer's service shall not be subject to discontinuance for nonpayment of that portion of a bill under dispute pending the resolution of the dispute, but in no event to exceed sixty (60) days. The customer is obligated to pay any portion of the bill not under dispute, however, under the provisions of the tariff.

2.1.7 Provision and Ownership of Telephone Numbers

The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services or the Company serving central office prefixes associated with such numbers, when necessary, in the conduct of the Company's business. Should it become necessary to make a change in such numbers, the Company will furnish to the customer, by Certified U.S. Mail on six (6) months' notice, the effective date and an explanation of the reasons for such changes.

2.2 Assignment and Transfer of Facilities

- 2.2.1 The customer may not assign or transfer (e.g., mergers, acquisitions, consolidations) the use of services provided under this tariff except where there is no interruption of use or relocation of the services, such as assignment or transfer to:
- A. Another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
- B. A court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

2. GENERAL REGULATIONS (continued)2.3 Assignment and Transfer of Facilities (continued)

- C. In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer and such acknowledgment shall be made within fifteen (15) days from the receipt of notification. The assignee or transferee (new customer) shall provide to the Company the written release of the use of such services from the assignor or transferor (former customer). All regulations, conditions and applicable charges, as set forth in this tariff, shall apply to such assignee or transferee.
- D. The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

2.3 Obligations of the Customer

2.3.1 Design of Customer Services

Subject to the provisions set forth in 2.1.4 (Provision of Services), the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum network protection criteria, operating or maintenance characteristics of the facilities.

2.3.2 Connections

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

2.3.3 Equipment, Space and Power

The customer shall furnish, or arrange to have furnished, to the Company, at no charge, an environment conducive to the operation of equipment, as well as the space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the Company. The customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, testing, repairing or removing services of the Company.

2.3.4 Damages

The customer shall reimburse the Company for damages to the Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the customer or resulting from the customer's improper use of the Company facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. Upon reimbursement for damages, the Company will cooperate with the customer in prosecuting a claim against the person causing such damage. The customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

2. GENERAL REGULATIONS (continued)

2.3 Obligations of the Customer (continued)

2.3.5 Claims and Demands for Damages

The customer shall defend, indemnify and save harmless the Company from and against any suits, claims and losses or damages, including punitive damages, attorneys fees and court costs by third persons, arising out of the construction, installation, operation, maintenance or removal of the customer's circuits, facilities or equipment connected to the Company's services provided under this tariff including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines or penalties for failure of the customer to obtain or maintain, in effect, any necessary certificates, permits, licenses or other authority to acquire or operate the services provided under this tariff, provided; however, the foregoing indemnification shall not apply to suits, claims and demands to recover damages for damage to property, death or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.

2.3.6 Customer Provided Reports

Customers may be required to provide certain reports in connection with the provision of access service. The specific report requirements are provided in other sections of this tariff.

2.4 Jurisdictional Report Requirements

For Feature Group D Switched Access Service(s), where jurisdiction can be determined from the call detail, the Company will determine the projected Percent Intrastate Usage (PIU) factor as follows: the projected PIU factor will be developed on a monthly basis by end office, by dividing the measured intrastate originating or terminating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating or terminating access minutes.

For terminating access minutes, in cases where the call detail is insufficient to allow for use of measured minutes, the customer has the option of providing the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the company with an intrastate percentage of FGD terminating access minutes for each account or state to which the customer may terminate traffic. If no projected PIU factor is provided, the Company will apply a 50%/50% PIU for interstate and intrastate terminating and 800 originating access minutes.

Effective on the first of January, April, July and October of each year or otherwise negotiated date, the customer may update the interstate and intrastate jurisdictional report. The customer shall forward to the Company, to be received no later than 15 days after the first of the month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use. Except where the Company is billing according to actual use by jurisdiction, the revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. No prorating or back billing will be done based on that report. If the customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as those provided previously. For those cases in which a quarterly report has never been received from the customer, the Company will assume the percentages to be the same as those provided in the initial order for service.

2. GENERAL REGULATIONS (continued)

2.4 Jurisdictional Report Requirements (continued)

The customer reported projected PIU will be used for the apportionment of any monthly rates or nonrecurring charges associated with FGD Services until the end of the quarter during which the service was activated. Thereafter, a projected intrastate percentage for such apportionment will be developed quarterly by the Company based on the data used to project intrastate percentage of use as set forth preceding. Where call detail is insufficient to make such a determination, the customer will be requested to project an intrastate percentage of use to be used by the Company for such apportionment.

The customer shall keep sufficient detail from which the percent of intrastate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The customer shall supply the data within 30 calendar days of the Company request.

2.5 Billing Regulations

2.5.1 Advance Payments

To safeguard its interests, the Company may require a customer to make an advance payment before services are furnished. The advance payment will be credited to the customer's initial bill. An advance payment may be required in addition to a deposit.

2.5.2 Deposits

In order to safeguard its interest, the Company may only require those customers who have a proven history of late payments or do not have established credit to make a deposit, prior to or at any time after the provision of a service to the customer, as a guarantee of the payment of rates and charges. Such deposit is to be held by the Company. The deposit may not exceed the actual or estimated rates and charges for a one-month period. The fact that a deposit has been made does not relieve the customer from complying with Avid's regulations as to the prompt payment of bills nor does it constitute a waiver or modification of the regular practices of Avid providing for the discontinuance of the facilities for nonpayment of any sums due Avid for the facilities provided.

At such time as the provision of service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded.

2. GENERAL REGULATIONS (continued)

2.5 Billing Regulations (continued)

2.5.3 Payment of Rates and Charges

For services provided under this tariff, the Company will bill in the following manner:

- Charges or credits due to the customer for services established or discontinued during the preceding billing period will be billed on a current basis,
- Recurring rates and charges for services to be provided during the next billing period will be billed in advance, and
- Usage charges will be billed in arrears.

All bills are due when rendered (i.e., 30 days after or by the next bill date, as set forth in (A) following.

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or fraction thereof based on a 30-day month.

If the Company does not receive notice of a dispute in writing within 90 days from the date of the invoice, the invoice shall be considered correct, final, and binding on the Customer for all purposes and the Customer shall be deemed to have waived any right to dispute that invoice.

2.5.4 Application of Rates and Charges

When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

- A. When mixed interstate and intrastate Access Service is provided, all charges (i.e., nonrecurring, monthly and usage) including optional features charges, will be prorated between interstate and intrastate. The percentage of an Access Service to be charged as intrastate is derived in the following manner:
1. For monthly and nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the stated tariff rate per element.
 2. For usage sensitive (i.e., access minutes, calls and queries) chargeable rate elements, multiply the percent intrastate use times actual use (i.e., measured or Company assumed average use) times the stated tariff rate.

2. GENERAL REGULATIONS (continued)2.5 Billing Regulations (continued)

2.5.4 Application of Rates and Charges (continued)

B. Past Due Charges

The Company may apply a late charge if any portion of the customer's payment is received by the Company after the payment due date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. The late payment charge shall be applied to the portion of the payment not received by the due date, multiplied by 1.5%. Collection procedures are unaffected by the application of the late payment charge. The late payment charge does not apply to final amounts.

C. Billing Disputes Resolved in Favor of the Company

In the event that a billing dispute is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to a late payment charge determined in accordance with (A) preceding and applied to such disputed charges. Such annual rate will be applied for each month or portion thereof that such charges were unpaid.

D. Billing Disputes Resolved in Favor of the Customer

In the event that a billing dispute is resolved in favor of the customer, no late payment charge will apply to the disputed amount and the customer will receive a credit equal to the overcharged amount.

2.5.4 Credit Allowance for Service Interruptions

A. General

Service is considered to be interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this tariff or the protective controls applied by the Company result in the complete loss of service by the customer. An interruption period starts when an inoperative service is reported to the Company and ends when the service is operative.

The credit allowance for an interruption or for a series of interruptions shall not exceed:

1. The applicable monthly rate, or
2. The assumed minutes of use charge

For calculating credit allowances, every month is considered to have 30 days.

2. GENERAL REGULATIONS (continued)

2.5 Billing Regulations (continued)

2.5.4 Credit Allowance for Service Interruptions (continued)

B. When a Credit Allowance Applies

In addition, Credit Allowance for Service Interruptions also apply when service is interrupted due to labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control. No credit shall be allowed for an interruption period of less than 30 minutes. The customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or fraction thereof that the interruption continues after the initial 30 minute interruption.

A credit allowance for service interruptions will be applied to Switched Access Service depending upon whether or not the interruption is associated with a service that is usage rated or monthly recurring rated as set forth in (1) and (2) following:

1. Credit Allowance for Usage Rated Services

If the service experiencing an interruption is billed based on assumed minutes of use, credit shall be allowed for an interruption of greater than 24 hours. Such credit will be at the rate of 1/30th of the assumed minutes of use charge for each period of 24 hours or fraction thereof that the interruption continues.

If the service experiencing an interruption is billed on a measured, usage sensitive basis, a credit allowance does not apply.

2. Credit Allowance for Monthly Recurring Rated Services

For Switched Access Services with monthly recurring rates, the charges for which a credit will apply due to service interruptions will be the total of all monthly rate elements associated with the transport facility per DS1 or DS3, fixed per month and per mile per month, including any monthly rated features.

No credit allowance shall be allowed for an interruption period of less than 30 minutes. The customer shall be credited for an interruption of 30 minutes or more up to, and including, 2 hours at the rate of 1/1440 of the monthly charges for the facility for each period of 30 minutes or fraction thereof that the interruption continues after the initial 30 minute outage.

In any month, as a result of the interruption, the total credit per rate element of the interrupted service may not exceed 100 percent of the monthly charge for that particular rate element.

2. GENERAL REGULATIONS (continued)

2.5 Billing Regulations (continued)

2.5.4 Credit Allowance for Service Interruptions (continued)

C. When a Credit Allowance Does Not Apply

Credit allowances will not be made for the following:

1. Interruptions caused by the negligence of the customer.
2. Interruptions of a service due to the failure of equipment or systems provided by the customer or others.
3. Interruptions of a service during any period in which the Company is not afforded access to the premises where the service is terminated.
4. When the Company and the customer negotiate the release of the service for (1) maintenance purposes, (2) to make rearrangements or (3) to implement an order for a change in the service, a credit allowance does not apply during the negotiated time of release. Thereafter, a credit allowance as set forth in (A) and (B) preceding does apply.
5. Periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.

D. Temporary Surrender of a Service

In certain instances, the customer may be requested to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted. The credit allowance will be determined in the same manner as a credit for service interruptions as set forth in (A) preceding.

2.6 Definitions

Certain terms used herein are defined as follows:

Access Customer Name Abbreviation (ACNA)

Denotes a three alpha character code that identifies the customer to which the Access Service bill is rendered.

Access Minutes

Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage. Access minutes are as described in Section 6 (Switched Access Service).

Access Tandem

Denotes a Company switching system that provides a concentration and distribution function for originating or terminating traffic between end offices and a customer's premises.

Billing Account Number (BAN)

Denotes a code that identifies the customer's billing account to which Access Services are billed.

2.6 Definitions (continued)Call

Denotes an attempt for which the complete destination code or a Carrier Access Code (e.g., 950-XXXX, 101XXXX#, 0- or 00-) is provided in the originating direction or a complete destination code is provided in the terminating direction.

Carrier Identification Code (CIC)

Denotes a numeric code that is assigned by Bellcore to long distance carriers for the provisioning of Feature Group D trunk side Access Service. The numeric code uniquely identifies the carrier.

Central Office

Denotes a local Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks.

Customer(s)

Denotes any individual, partnership, association, joint-stock company, trust, corporation or governmental entity or any other entity which subscribes to the services offered under this tariff, including both Interexchange Carriers (ICs) and End Users.

End User

Denotes any customer of an intrastate telecommunications service that is not a carrier, except that a carrier other than a Company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

Entrance Facility

Denotes a Switched Transport facility between a Company serving wire center and a customer premises that provides a customer with dedicated transport from the serving wire center to the customer's premises.

Exchange

Denotes a unit, generally smaller than a Local Access and Transport Area, established by the Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprises a given Local Access and Transport Area.

Facility

Denotes any one of the elements of physical telephone plant that is needed to provide access service, including switching systems, cables, fiber optic and microwave radio transmission systems.

Feature Group

Denotes a category of Switched Access Service differentiated by the technical characteristics, e.g., line side vs. trunk side connection at the Company entry switch.

2.6 Definitions (continued)

Individual Case Basis (ICB)

Denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

Intrastate Communications

Denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Local Access and Transport Area (LATA)

Denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Query

Denotes a request for specific information generated by a computer processor and sent to an application, i.e., a data base, with a predefined set of possible responses.

Service Control Point (SCP)

Denotes a transaction processor based system that provides a network interface to various data base services. For 800 Number Portability Access Service, the SCP contains routing instructions for 800 service records that were downloaded from the SMS/800.

Service Termination

Denotes the connection of Access Service at a customer premises.

Tandem-Switched Transport Facility

Denotes a Switched Transport facility between a Company hub office (when multiplexing occurs at an office other than the serving wire center) and an end office that provides a customer with transport to or from the end office by routing through an access tandem.

Trunk

Denotes a communications path connecting two switching systems in a network used in the establishment of an end-to-end connection.

Trunk Group

Denotes a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

800 Number Portability Access Service (NPAS)

Denotes a service that includes toll-free access services using the following dialing plans: 800, 888, 877, 866, 855, 844, 833 and 822. 800, as used throughout this tariff, includes all 800-type toll-free dialing plans.

800 Service Provider

Denotes the entity that offers 800 access services to 800 subscribers.

3. SWITCHED ACCESS SERVICE

3.1 General Description

Switched Access Service, which is available to Customers for their use in furnishing services to end users, provides a two-point communications path between a Customer's premises (or a collocated interconnection location) and an End User's premises, with or without another carrier providing service directly to the End User. It provides for the use of common terminating, switching and trunking facilities. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises (or a collocated interconnection location), and to terminate calls from a Customer's premises (or a collocated interconnection location) to an End User's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the customer desires to originate or terminate calls. Company and affected carriers may mutually agree to the application of rates different from the rates contained in this tariff.

Switched Access Service is provided in the following service categories, which are differentiated by their technical characteristics and the manner in which an End User or Customer accesses them when originating or terminating calls.

- 3.1.1 FGD Access, which is available to all Customers, provides trunk side access to Company local switches with an associated uniform 10XXX or 101 XXXX access code for the Customer's use in originating and terminating communications. End Users may also originate calls to a selected FGD Access Customer by dialing 1 + NPA-NXX-XXXX when using the Company's presubscription service, or by dialing a local or ten-digit number when originating a call using another Exchange Telephone Company's services.
- 3.1.2 Toll Free Data Base Access Service, which is available to all Customers, provides trunk side access to Company local switches in the originating direction only, for the Customer's use in originating calls dialed by an End User to telephone numbers beginning with prefixes associated with toll free calls, such as "800" or "888".
- 3.1.3 Direct Trunk, which is available to Customers that have direct trunks connected to Avid local switching, provides trunk side access to Company local switches for the sole purpose of originating and terminating interexchange communications with an associated uniform 10XXX or 101 XXXX access code for the Customer's use in originating and terminating communications. End Users may also originate calls to a selected Direct Trunk Customer by dialing 1 + NPANXX-XXXX when using the Company's presubscription service, or by dialing a local or ten-digit number when originating a call using another Exchange Telephone Company's services. All traffic routed by a Customer over a Direct Trunk facility is subject to applicable access charges.

3. SWITCHED ACCESS SERVICE (continued)

3.2 Access Service Order

An Access Service Order is used by the Company to provide a Customer Access Service. When placing an order for Access Service, the Customer shall provide, at a minimum, the following information:

3.2.1 Order Contents

- A. For Feature Group D Switched Access Service, the Customer shall specify the means by which traffic shall be routed (through a direct trunk or a tandem switching facility). When FGD is ordered by specifying the number of trunks and direct routing to an end office is desired, the customer shall specify:

- the Local Switch and
- the Local Transport and Local Switching options desired.

When FGD is ordered by specifying the number of trunks and local switch routing via an access tandem operated by another Exchange Telephone Company is desired, the customer shall specify:

- the access tandem,
- the Local Transport and Local Switching options desired, and
- an estimate of the amount of traffic to be generated to and/or from each Company local switch subtending another Exchange Telephone Company's access tandem.

When a Customer orders FGD in trunks, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic.

- B. For Toll Free Data Base Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D.
- C. For Direct Trunk service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D, and Customer shall order the Direct Trunks from Avid. Customer is responsible for the cost of installing and maintaining the Direct Trunk in absence of a written ICB agreement.

3.2.2 Access Order Service Date

Avid shall make available to all customers within a reasonable time of a request a schedule of applicable service dates and any associated relevant information. The schedule shall specify the applicable service date for services and the quantities of services that can be provided in the applicable service date. Avid will not accept orders for service dates which exceed the applicable service date by more than six months. Access Services will be installed during Company business days. If a Customer requests that installation be done outside of scheduled work hours, and the Company agrees to this request, the Company in advance of expediting an order will provide the Customer an estimate of the anticipated charges calculated at an overtime rate determined by the Company.

3. SWITCHED ACCESS SERVICE (continued)

3.2 Access Service Order (continued)

3.2.3 Access Order Modifications

The Customer may request a modification of its Access Order prior to the service date. The Company will make every effort to accommodate a requested modification. Any increase in the number of Switched Access Service lines, trunks or busy hour minutes of capacity or CCSA signaling connections will be treated as a new Access Order (for the increased amount only).

3.2.4 Cancellation of an Access Order

- A. A Customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that services available for the Customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written notice from the Customer that the order is to be cancelled. If a Customer or a Customer's end user is unable to accept Access Service within 30 calendar days after the original service date, the Customer has the choice of the following options:

- The Access Order shall be cancelled and charges set forth in (B) following will apply, or
- Billing for the service will commence.

If no cancellation request is received within the specified 30 calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31st day beyond the original service date of the Access Order.

- B. When a customer cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows:

1. Installation of Switched Access Service facilities is considered to have started when the Company incurs any cost in connection therewith or in preparation thereof which would not otherwise have been incurred.
2. Where the customer cancels an Access Order prior to the start of installation of access facilities, no charges shall apply.
3. Where installation of access facilities has been started prior to the cancellation, the charges specified in (a) or (b) following, whichever is lower, shall apply.
 - a. A charge equal to the cost incurred in such installation, less estimated net salvage. Such charge is determined as detailed in (4) following.
 - b. The charge for the minimum period of Switched Access Service ordered by the customer.

These charges also apply to that portion of facilities cancelled in the case of a partial cancellation, i.e., in the case of a customer requesting a reduction of the number of lines or trunks.

4. Charges applicable as specified in (3)(a) preceding include the nonrecoverable cost of equipment and material ordered, plus the nonrecoverable cost of installation and removal including the costs of engineering, labor, supervisions, transportation, rights-of-way and other associated costs.

3. SWITCHED ACCESS SERVICE (continued)

3.2 Access Service Order (continued)

3.2.5 Minimum Period

- A. Unless otherwise specified, the minimum period for which Access Service is provided and for which charges are applicable, is one month.
- B. The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service.

The changes listed below are those which will be treated as a discontinuance and installation of service and for which a new minimum period will be established.

- 1. A move to a different building.
 - 2. A change in type of service.
 - 3. A change in Switched Access Service traffic type.
 - 4. A change in Company-provided Switched Access Service to a Collocated Interconnection arrangement or vice versa.
- C. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.

All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

3.2.6 Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). Types of nonrecurring charges that apply for Switched Access Service are: installation of service and service rearrangements.

A. Installation of Service

A Local Transport nonrecurring installation charge will be applied at the serving wire center for each Entrance Facility and for each direct trunked transport line or trunk installed. Additionally, a nonrecurring trunk activation charge will be applied at each local switch on a per order per local switch basis for each group of 24 Direct Trunked Transport trunks or fraction thereof that is activated. A maximum of 24 trunks can be activated on a DS1 facility.

3. SWITCHED ACCESS SERVICE (continued)

3.2 Access Service Order (continued)

3.2.6 Nonrecurring Charges (continued)

B. Service Rearrangements

All changes to existing services other than changes involving administrative activities only will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in (1) preceding will apply for this work activity. Moves that change the physical location of the point of termination are described below.

1. Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

2. Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

3. SWITCHED ACCESS SERVICE (continued)

3.3 Access Rate Categories

3.3.1 Standard Rate Categories

The following rate categories apply to all forms of Switched Access Service, except as stated in 3.3.2:

- Carrier Common Line
- Local Transport
- Switching

A. Carrier Common Line

Carrier Common Line ("CCL") Access Service provides for the use of Company common lines by Customers for access to End Users to furnish intrastate communications service. Carrier Common Line Access is provided where the Customer obtains Switched Access Service under this Tariff or ICB agreement. The CCL rate will be charged where permitted by law.

B. Local Transport

The Local Transport Rate Category includes five classifications of rate elements: (1) Entrance Facility, (2) Direct Trunked Transport, (3) Tandem Switched Transport, (4) Interconnection Charge, and (5) Multiplexing.

1. Entrance Facility

The Entrance Facility provides a communications path between a customer designated premises and the Avid switching office. Two types of Entrance Facility are available:

- Voice Grade – voice frequency transmission capability in the nominal range of 300 to 3000 Hz and may be terminated 4-wire;
- DS1 – facility capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice-frequency transmission paths.

Non-recurring charges as set forth in Section 4.1 following apply. One charge, as set forth in Section 4.2 following, applies for each Entrance Facility that is terminated at a customer designated premises.

2. Local Transport- Direct Trunked Transport

The Local Transport-Direct Trunked Transport provides the transmission path from the serving wire center of the Customer's premises to an Avid switch. This transmission path is dedicated to the use of a single Customer. Two types of Direct Trunked Transport are available:

- Voice Grade – voice frequency transmission capability in the nominal range of 300 to 3000 Hz and may be terminated 4- wire;
- DS1 – facility capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice-frequency transmission paths.

3. SWITCHED ACCESS SERVICE (continued)

3.3 Access Rate Categories (continued)

3.3.1 Standard Rate Categories (continued)

B. Local Transport (continued)

2. Local Transport- Direct Trunked Transport (continued)

The Local Transport-Direct Trunked Transport rate category is comprised of a monthly fixed termination rate and a monthly per mile rate based on the facility provided. The fixed termination rate compensates Avid for its circuit equipment at the ends of the transmission link(s). The per mile rate compensates Avid for the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The Local Transport-Direct Trunked Transport rate is the sum of the fixed rate and the per mile rate. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the serving wire center of the Customer's premises and the Avid switch or to a non-Avid switch where Avid is an intermediate carrier.

3. Local Transport-Tandem Transport

Tandem Transport provides a communications path between the Avid switching office and a switching office of another carrier wherein the call is either transferred to or from the Avid network. Tandem Transport rates consist of a Tandem Transport Termination rate, a Tandem Transport Facility rate, and a Tandem Functionality Switching rate.

- a. The Tandem Switched Termination rate is applied on a per access minute basis for all originating and terminating minutes of use routed between the Avid switching office and a switching office of another carrier. This charge will apply even if the Avid interoffice transmission equipment is collocated in the same building as the switching office to which the traffic is transferred (i.e. mileage is zero).
- b. The Tandem Switched Facility rate is applied on a per access minute per mile basis for all originating and terminating minutes of use routed over the interoffice facility connecting the Avid switching office and the switching office to which the traffic is transferred.

4. Local Transport-Interconnection Charge

The Local Transport-Interconnection Charge provides for interconnection with the Company's Switched Access network. This rate element will be applied to all Switched Access minutes of use (except Local Exchange Access Service) that originate or terminate at a Company Local Switch.

3. SWITCHED ACCESS SERVICE (continued)

3.3 Access Rate Categories (continued)

3.3.1 Standard Rate Categories (continued)

B. Local Transport (continued)

5. Multiplexing

Multiplexing provides the capability of converting the capacity or bandwidth of a facility from a higher level to a lower level or from a lower level to a higher level. Multiplexing arrangements are associated with the facility with the higher capacity or bandwidth (e.g., a DS1 to voice grade multiplexing arrangement is associated with the facility using a DS1 connection). Rates for multiplexing are found in Section 4.4.

C. Switching

1. Switching - Origination or Termination.

The Switching rate category provides the originating or terminating switching functions necessary to complete the transmission of Switched Access communications to and from End Users. The Switching rate category consists of a Switching - Origination and Termination rate element and an Information rate element. The Switching rate element provides for the use of Avid's Switching equipment for purposes of originating or terminating calls, the terminations for the end user common lines terminating in the Avid Switch, and the termination of a call at a Company Intercept operator or recording.

2. Tandem Functionality

The Tandem Functionality Switching rate is applied on a per access minute, per switch basis for all access minutes of use switched wherein Avid is an intermediate carrier. The Tandem Functionality Switch rate is applied in lieu of the Switching - Origination or Termination rate for an 800 call when the call originates on a CMRS network.

3. SWITCHED ACCESS SERVICE (continued)

3.3 Access Rate Categories (continued)

3.3.2 Other Rate Categories

A. Toll Free Data Base Access Service

Toll Free Data Base Access Service is a service offering utilizing originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed Toll Free calls to a Company Service Switching Point which will initiate a query to the data base to perform the Customer identification and delivery function. The call is forwarded to the appropriate Customer based on the dialed Toll Free number. Charges for Toll Free Data Base Access Service apply on a per-query basis and are found in Section 4.8.

B. Intermediate Carrier for CMRS Traffic Access Service

Intermediate Carrier for CMRS Traffic Access Service is a service that provides for the carrying of CMRS originated traffic, including 8YY traffic, from a CMRS Mobile Switching Office ("MTSO") to Company Local Switch and then to an access Customer. Company will charge for all elements of service that it provides in routing such traffic including the tandem functionality switching rate, all applicable local transport elements, and any 800 database queries.

3. SWITCHED ACCESS SERVICE (continued)

3.4 Miscellaneous Services

3.4.1 Billing Name and Address Service

Avid will provide Billing Name and Address Service ("BNA") of subscribers with listed, non-published and unlisted numbers unless the subscriber requests that its BNA not be disclosed. The information will be provided to Telecommunications Service Providers for the limited purposes of billing a call, order entry, customer service, fraud prevention, and identification of customers who have moved from one location to another.

BNA will be provided on a detailed request basis or on a bulk BNA basis. Bulk BNA includes all BNA in the Exchange Company's records. An initial account set up charge will apply as set forth in Section 4.10 following.

Any Telecommunications Service Provider furnished BNA pursuant to this tariff, agrees to abide by all applicable rules, decisions, orders, statutes and laws concerning the disclosure of Billing Name and Address, and further agrees to use the information contained therein only for the purpose of billing for telecommunication services, order entry, customer service, fraud prevention, or identification of customers who have moved from one location to another. BNA will be provided via paper format. A per record charge is also applicable for each request. The charges apply to all requests including but not limited to records not found, duplicate requests, invalid requests, and invalid information.

4. CARRIER ACCESS SERVICE

4.1 General Description

Carrier Common Line Charge ("CCLC") is a charge to all Common Carriers accessing Avid's switched facilities that applies on an access per-minute-of-use basis.

4.2 Rates

AT&T Missouri Areas

CCLC Origination	\$0.0096970 per minute
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CCLC Termination	\$0.0175830 per minute
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5. RATES

5.1 <u>Nonrecurring Charges</u>	<u>Non-Recurring Charge</u>
A. Installation Per Entrance Facility	
- DS1	ICB
B. Installation Direct Trunked Transport	
Per Line or Trunk	ICB
C. Direct Trunked Transport Activation Per 24 trunks or fraction thereof Per Order	
- End Office	ICB
D. Access Order Charge, per order	\$50.00
E. Service Date Change Charge, per change per order	\$100.00
F. Design Change Charge, per change per order	\$100.00
5.2 <u>Entrance Facility</u>	<u>Monthly Recurring</u>
A. Voice Grade	ICB
B. DS1	ICB
5.3 <u>Direct Trunked Transport</u>	
A. Termination	
Voice Grade	ICB
DS1	ICB
B. Facility – per mile	
Voice Grade	ICB
DS1	ICB
5.4 <u>Multiplexing</u>	
Per Arrangement	
DS1 to Voice	ICB

5. RATES (continued)

5.5. <u>Tandem Transport</u>	<u>Per Access Minute</u>
A. Tandem Switched Termination	\$0.0000
B. Tandem Switched Facility	
a. 0-1 miles	\$0.0049190
b. Over 1 mile to 25 miles	\$0.0074810
c. Over 25 Miles to 50	\$0.0157810
d. Over 50 Miles	\$0.0265400
5.6 <u>Interconnection Charge</u>	
Per Access Minute	\$0.00
5.7 <u>Switching</u>	
A. Origination or Termination	\$0.0082220
B. Tandem Functionality	\$0.0082220

5. RATES (continued)

5.8 <u>Toll Free Data Base Access Service</u>	<u>Rate</u>
Per Query	\$0.0025310
5.9 <u>Miscellaneous Services</u>	
A. <u>Billing Name and Address Service</u>	<u>Non-Recurring Charge</u>
Initial Account Set-Up	\$200.00
	<u>Per Request</u>
Paper Report Charge	
Per Report	\$65.00
Per Record	\$0.10
B. <u>Access Service Billing</u>	<u>Per Request</u>
Paper	
Each bill and/or CSR request	\$20.00
Per page	\$0.04
Electronic Via E-mail (Text file format only)	
Each bill and/or CSR request	\$20.00