

PRIVATE LINE TARIFF

Computer Network Technology Corporation

**REGULATIONS AND SCHEDULE OF CHARGES
APPLICABLE TO COMMUNICATIONS SERVICES
REGULATED BY THE
MISSOURI PUBLIC SERVICE COMMISSION**

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the private line services provided by Computer Network Technology Corporation ("CNT") throughout the State of Missouri.

This tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business, 6000 Nathan Lane North, Minneapolis, MN 55442.

CNT operates as a Competitive Telecommunications Company Under the Revised Statutes of Missouri, pursuant to Order dated December 29, 2005, effective January 8, 2006 in Case No. LA-2006-0155.

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WAIVER OF STATUTES AND COMMISSION RULES

Computer Network Technology Corporation ("CNT") is classified as a competitive telecommunications company and the following statutory provisions and Commission rules have been waived with respect to the Company's provision of local exchange telecommunications services as set forth herein:

Statutes

392.210.2	-	Uniform system of accounts.
392.240.1	-	Rates-Rental Services & Physical Connections.
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	-	Reorganizations.

Commission Rules

4 CSR 240-3.545(2)(C)	-	Posting of Tariffs.
4 CSR 240-10.020	-	Depreciation fund income.
4 CSR 240-30.040	-	Uniform System of Accounts
4 CSR 240-33.30	-	Minimum Charges.

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PREFACE

HOW TO USE THIS TARIFF

Explanation of Symbols for Coding Tariff Revisions

Revisions to this tariff are coded through the use of symbols. These symbols appear in the right margin of the page. The symbols and their meanings are:

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (S) – To signify reissued regulations
- (T) – To signify a change in text but no change in rate

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ABBREVIATIONS AND DEFINITIONS - Following is a list of the abbreviations used in this tariff (see Explanation of Abbreviations, below). In addition, the General Regulations section contains definitions of certain technical terms and terms with specific meaning in the context of this tariff.

EXPLANATION OF ABBREVIATIONS

Ac	- alternating current
CNT	- Computer Network Technology Corporation
bps	- bits per second
COC	- Central Office Connection
dB	- decibel
dc	- direct current
DS1	- Digital Signal Level 1
F.C.C.	- Federal Communications Commission
Hz	- Hertz
ICB	- Individual Case Basis
IOC	- interoffice channel
kpbs	- kilobits per second
kHz	- kilohertz
LATA	- Local Access and Transport Area
LDMTS	- Long Distance Message Telecommunications Service
LEC	- Local Exchange Company
Mbps	- Megabits per second
Mcs	- microseconds
MF	- Multifrequency Pulsing
MHz	- Megahertz
MTS	- Message Telecommunications Service
NPA	- Numbering Plan Area
NXX	- Local Exchange Central Office Code
PBX	- Private Branch Exchange
P.S.C.	- Missouri Public Service Commission
USOC	- Uniform Service Order Code
V & H	- Vertical and Horizontal
WATS	- Wide Area Telecommunications Service
wpm	- Words-per-minute
2W	- Two-wire
4W	- Four-wire

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1. APPLICATION OF TARIFF

1.1 Application

1.1.1 General

- A. Computer Network Technology Corporation, (herein referred to as "CNT" or "the Company"), was granted a certificate of service authority to provide non-switched local exchange telecommunications services, restricted to dedicated private line services, by Order dated and effective August 21, 2004 in Case No. XA-2005-0015. This tariff contains the regulations and rates applicable to private line services, furnished to non-residential customers, in the State of Missouri for intrastate communications.

Private line services are furnished by means of wire, radio, fiber optics or any suitable technology or combination of technologies.

- B. Private line services are provided by Computer Network Technology Corporation. (herein referred to as "CNT" or "the Company").

1.1.2 Jurisdiction

Jurisdiction refers to the classification of a private line service as intrastate (subject to the jurisdiction of the Missouri State Public Service Commission) or as interstate (subject to the jurisdiction of the Federal Communications Commission).

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2. GENERAL REGULATIONS

2.1 Undertaking of CNT

2.1.1 General

Computer Network Technology Corporation intends to provide resold and facilities-based local exchange telecommunications private line services throughout the State of Missouri, excluding rural areas. Computer Network Technology Corporation intends to provide its proposed services indiscriminately to non-residential Customers in the State of Missouri. Computer Network Technology Corporation holds itself out to provide to its Customers the same quality of service to its Customers as that provided to it by its Underlying Carrier(s).

A private line service is furnished for the transmission of communications. It may include one or more interoffice and/or local channels, office connections, office functions, miscellaneous functions, miscellaneous equipment, and channel options. A private line service may also consist solely of an office connection or solely of an office function.

Private line services are provided on a monthly basis.

CNT is responsible for end-to-end service between customers' premises when (1) a private line service uses the Access Coordination Function and a Local Channel, or (2) a private line service uses the Access Coordination Function and other access. Service dates of components may be independent of each other when the customer obtains access other than that furnished under the Local Channel sections of this Tariff.

CNT does not transmit messages. However, the private line facilities it furnishes may be used for that purpose.

2.1.2 Transmission Medium

CNT selects and/or arranges for the facilities and/or equipment used to provide a private line Service. CNT may modify or change the facilities and/or equipment at any time subject to the regulations in within this tariff. Any suitable technology or combination of technologies may be used.

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2. GENERAL REGULATIONS

2.1 Undertaking of CNT (Cont'd)

2.1.3 Provision of Private Line Services

The services offered under this tariff are subject to the availability of suitable facilities and equipment.

A. Engineering, Installation, and Maintenance

CNT fully supports the private line services provided under this tariff through engineering, installation, and maintenance efforts. CNT will ensure that each private line service functions properly within its specified transmission, signaling, or switching parameters. The technical characteristics and specifications of each type of private line service are described or referenced in the respective service sections.

1. Engineering

CNT will engineer a private line service to meet its transmission parameters and/or equipment specifications.

2. Installation

CNT will schedule installation activity to meet the due date of the private line service. If the customer's request that installation activity be performed at other than CNT's scheduled time results in premium payment for labor, additional charges will apply.

The local channels provided under this tariff (a) will include any entrance cable or drop wiring and wire in intrabuilding cable to that point where provision is made for termination of the LEC's outside distribution network facilities at a suitable location inside a customer's premises, and (b) will be installed to such point of termination.

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2. GENERAL REGULATIONS

2.1 Undertaking of CNT (Cont'd)]

2.1.3 Provision of Private Line Services (Cont'd)

A. Engineering, Installation, and Maintenance (Cont'd)

3. Maintenance

CNT will maintain and repair, or arrange for the maintenance and repair of only the private line service which it provides. The testing of a service which is routed through a designated CNT central office will be made from that office.

If a trouble condition occurs, the customer is responsible for determining if the trouble is in any customer equipment or customer-provided communications system which is connected at the customer's premises. A Maintenance of Service Charge will apply if, at the customer's request, a repair person is dispatched to the customer premises and testing discloses that the private line service is functioning correctly. No charge will apply, however, if at a later time the trouble condition is actually determined to be a malfunction of any CNT-provided private line service.

2.1.4 Through Transmission of Signals

CNT is responsible for the quality of transmission and signaling on the private line services it provides.

2.1.5 Limitations on the Provision of a Private Line Service

A. Availability

A private line service is offered subject to the availability of the facilities and equipment required to provide the service.

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2. GENERAL REGULATIONS

2.1 Undertaking of CNT (Cont'd)

2.1.5 Limitations on the Provision of a Private Line Service (Cont'd)

A. Availability (Cont'd)

CNT bases the rates and charges quoted in this tariff on services furnished under normal conditions. Where installation of facilities involves unusual costs because of factors such as the time period, type of facility or location requested by the customer, special construction charges based on maintenance, operation, depreciation, engineering, return on investment and other expenses associated with furnishing the service may apply. Special construction charges may consist of recurring charges, nonrecurring charges, or both. Special construction charges may also include termination charges. Special equipment and arrangements not otherwise provided in this tariff will be provided on an individual case basis. These services will be provided only if CNT deems them to be practical and only if the special equipment or arrangement is in accord with and used in connection with other services provided by CNT. Charges for these services will be based on the estimated service costs including maintenance, operation, depreciation, administration, taxes, and other service specific costs, and a reasonable amount for return and contingencies.

B. Restoration of Private Line Services

In the event of failure, private line services will be restored in compliance with Part 64, Subpart D, of the FCC's Rules and Regulations.

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2. GENERAL REGULATIONS

2.1 Undertaking of CNT (Cont'd)

2.1.5 Limitations on the Provision of a Private Line Service (Cont'd)

C. Hazardous Locations

Service will not be furnished at a location that CNT considers hazardous (e.g. explosive atmosphere environments). In such cases, CNT, if so requested, may terminate the facilities at a mutually agreeable alternate location. The customer will then be responsible for extension to the hazardous location.

D. Billing Capability

Services offered under this tariff will be provided only if billing capabilities for the services exist.

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2. GENERAL REGULATIONS

2.1 Undertaking of CNT (Cont'd)

2.1.6 Provision of a Design Layout Report

The customer may order a Design Layout Report describing the makeup of the facilities used to provide the interoffice channel portion of a service, the makeup of local channels used to provide a service, or both. The rates for the report(s) and a description of the information provided are contained in within this tariff. Design Layout Reports can only be provided on services ordered after the effective date of this Tariff.

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2. GENERAL REGULATIONS

2.2 Use

2.2.1 General

A private line service may be used for any purpose permitted by law and consistent with its transmission or switching parameters.

2.2.2 Shared Use

When a private line service is shared, the customer may advise its user that a portion of its service is provided by CNT. However, the customer shall not represent that CNT jointly participates with the customer in the provision of its services.

2.2.3 Interference, Impairment, and Hazard

The customer's use of a private line service must not interfere with, or impair, any services provided by CNT to others. In addition, it must not endanger the safety of installation/maintenance personnel or the public; damage or interfere with the functioning of CNT equipment or service; or otherwise injure the public in its use of these offerings.

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2. GENERAL REGULATIONS

2.3 Responsibilities of CNT

2.3.1 Liability

- A. CNT's liability, if any, for its willful misconduct 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, termination, maintenance, repair, or restoration of a private line service, and subject to the provisions of B. through J following, CNT's liability, if any, shall not exceed an amount equal to the proportionate charge provided for under this tariff for the private line service for the period during which the service was affected.
- B. CNT is not liable for damages associated with service, channels, or equipment which it does not furnish.
- C. CNT is not liable for any act or omission of any other carrier providing a portion of a private line service, nor shall CNT for its own act or omission hold liable any other carrier providing a portion of a private line service.
- D. CNT is not liable for damages to a premises resulting from the furnishing of service, including the installation and removal of equipment and associated wiring, unless the damage is caused by CNT's negligence.

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2. GENERAL REGULATIONS

2.3 Responsibilities of CNT (Cont'd)

2.3.1 Liability (Cont'd)

- E. CNT shall be indemnified, defended and held harmless by the customer and user against all claims, losses, or damages arising from the use of private line services furnished pursuant to this tariff, involving:
1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
 2. Claims for patent infringement arising from combining or using the private line service furnished by CNT in connection with facilities or equipment furnished by others; or
 3. All other claims arising out of any act or omission of others relating to private line services provided pursuant to this tariff.
- F. No license under patents (other than the limited license to use) is granted by CNT or shall be implied or arise by estoppel, with respect to any private line service offered under this tariff. CNT will defend the customer and user against claims of patent infringement arising solely from the use by the customer or user of private line services offered under this tariff and will indemnify such customer or user for any damages awarded based solely on such claims.
- G. CNT's failure to provide or maintain private line services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, natural catastrophes, and other circumstances beyond CNT's reasonable control, subject to the provisions for Credit Allowances for Interruptions in this tariff.
- H. CNT does not guarantee or make any warranty with respect to its local channel services when used in an explosive atmosphere. CNT shall be indemnified, defended, and held harmless by the customer and user against all claims, losses, or damages by any person relating to the services provided pursuant to this tariff when used in an explosive atmosphere.
- I. CNT shall not be liable for any failure of performance hereunder if such failure is due to any causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of GOD, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemptions of existing service to restore service in compliance with the Commission's Rule and Regulations.
- J. CNT shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customers, or the Customer's agents, End Users, or customers, or by facilities or equipment provided by the Customers.

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2. GENERAL REGULATIONS

2.3 Responsibilities of CNT (Cont'd)

2.3.2 Changes in Minimum Protection Criteria, Facilities, or Procedures

CNT is not responsible to any party if a change in a local channel service's Minimum Protection Criteria, facilities, operations or procedures (1) affects any facilities, customer equipment or customer-provided communications system in any way, or (2) requires their modification in order to be used. However, if such changes can be reasonably expected to materially affect the operating or transmission characteristics of the CNT Service, or render any customer equipment or customer-provided communications system incompatible, CNT will provide adequate notice, in writing, to allow the customer an opportunity to maintain uninterrupted service.

2.3.3 Service Dates

When a customer orders a local channel service, all components of the resulting end-to-end arrangement which are provided by CNT will begin service on the same date, unless otherwise specified by the customer.

2.3.4 Registration Information

CNT will make information available as required by Part 68 of the FCC's Rules and Regulations (e.g., the number of ringers that may be connected to a particular local channel service).

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2. GENERAL REGULATIONS

2.4 Responsibilities of the Customer

2.4.1 General

The customer's general responsibilities are described in this section. When other access is connected to a private line service, the customer assumes additional responsibilities that are described in the Connections section of this tariff.

A. Placement of Orders, Payment of Bills, and Compliance with Regulations

The customer is responsible for placing orders, complying with tariff regulations, and assuring that its users comply with tariff regulations. The customer is also responsible for the payment of bills for private line service. The customer may appoint an agent to act on its behalf, as specified in B. following.

1. Information the Customer Must Provide

When a customer places an order for private line service, the following information must be provided by the customer so that CNT can design, install, maintain, and bill the private line service ordered:

The category of interoffice and local channel private line service, interface, and signaling (if required).
The designated CNT central office to which the local channel service is to be routed (when the customer elects to specify routing or when the local channel service consists solely of access coordination function),

The customer's billing name and address,

The contact name, telephone number, and address at each customer premises where the installation will be made,

The customer's desire to use LEC bridging (when a multipoint local channel service is ordered), and the location of Local Exchange Company bridges (when the customer elects to specify LEC bridge locations),

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2. GENERAL REGULATIONS

2.4 Responsibilities of the Customer (Cont'd)

2.4.1 General (Cont'd)

A. Placement of Orders, Payment of Bills, and Compliance with Regulations (Cont'd)

1. Information the Customer Must Provide (Cont'd)

Information regarding customer equipment as specified in Part 68.106 of the FCC Rules and Regulations - (Notification to telephone company).

The design information contained in the design layout record for other access when an order is placed to connect other access without the Access Coordination Function, and

Exemption certification when the Special Access Surcharge within this tariff does not apply.

B. Agency Agreement - CNT will accept orders from an agent appointed by the customer. An agency appointment must be sent to CNT in writing. If directed by the customer, the bill for the private line service will be sent to the agent and issued in the name of the customer, in care of the agent.

The customer retains responsibility for compliance with tariff regulations and for any act or omission of the agent, regardless of any limitations the customer may place on the agent's authority.

When the customer elects to order solely the access coordination function from CNT, the customer must give CNT written authorization to act on its behalf and is responsible for the access charges incurred.

C. Floor Space, Conduit, and Electrical Power at a Customer's Premises The customer must provide the equipment space, supporting structure, conduit, and electrical power required to terminate a local channel service at a customer's premises without charge to CNT. The space, structure, conduit, and power must be made available in sufficient time to permit the installation of the local channel service to be completed prior to its due date. Selection of AC or DC power will be a matter of mutual agreement between the customer and CNT.

D. Access to Customer's Premises

The customer is responsible for arranging customer premises access at any reasonable time so that installation/maintenance personnel may install, repair, maintain, inspect, or remove a local channel service. Customer premises access must be made available at a time mutually agreeable to the customer and CNT.

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2. GENERAL REGULATIONS

2.4 Responsibilities of the Customer (Cont'd)

2.4.1 General (Cont'd)

E. Locations Involving High Voltage Power

When a customer orders a local channel service installed at a customer's premises where high voltage power is present, the customer shall:

1. Install, maintain, and pay for special facilities and protective apparatus required by federal, state, or local regulations.
2. Pay for required protective apparatus recommended for the location by CNT.

F. Availability for Maintenance, Testing, or Modifications The customer must make a private line service available for maintenance, testing, or implementation of changes it has ordered, at any reasonable, mutually agreeable time. Occasionally an impairment may only be evident at certain times (e.g., a certain hour of the day). In such cases, the private line service must be made available for testing during the same time periods if the trouble condition is to be corrected.

G. Damage to a Private Line Service

The customer must pay CNT for replacement or repair of a private line service when damage results from:

The negligence or willful act of the customer or others authorized by the customer,

Improper use of the private line service, or any use of equipment or systems provided by the customer or others authorized by the customer.

After receipt of payment for the damages, CNT will cooperate with the customer in its claim against any third party causing the damage.

H. Ancillary Charges

The customer is responsible for the payment of any ancillary labor charges incurred, on its behalf, under tariffs of the local exchange companies, when the access coordination function is furnished.

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2. GENERAL REGULATIONS

2.4 Responsibilities of the Customer (Cont'd)

2.4.1 General (Cont'd)

I. Loss

The customer must pay for the loss through theft of any local channel service equipment installed at a customer's premises.

J. Use with a Customer-Provided Communications System or with Services Provided by Others

When a local channel service is used with a customer-provided communications system, or with a service(s) provided by others via connections at the customer's premises, the customer must make all arrangements concerning the connected system or service with its provider. The connection does not constitute a joint undertaking between CNT and the provider of the system or service. Connections will be made in accordance with the regulations set forth within this tariff.

K. Maintenance of Service Charge

The customer is responsible for a Maintenance of Service charge, where a company maintenance visit (or testing) is required and the trouble is due solely to either customer-provided equipment or other causes within the customer's control, or both.

L. Registration Program

New installations of and/or additions to customer provided terminal equipment and communications systems connected to certain Private Line Services must comply with Part 68 of the Federal Communications Commission's Rules and Regulations.

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2. GENERAL REGULATIONS

2.5 Payments and Charges

2.5.1 General

The charge for a private line service may be a recurring and/or a nonrecurring charge.

2.5.2 Application of Charges

The charges billed are based on the rates that are in effect in this tariff during the period that the private line service is furnished. If the rates for a period covered by a bill change after the bill has been rendered, the bill will be adjusted to reflect the new charges (see Fractional Charges and Credits within this tariff).

2.5.3 Payment of Charges

Payment is due upon presentation of a bill for the private line service furnished. A private line service may be discontinued for nonpayment of a bill (see Violation of Regulations within this tariff).

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2. GENERAL REGULATIONS

2.5 Payments and Charges (Cont'd)

2.5.4 Minimum Payment Period and Notice of Termination

A. Minimum Payment Period

The minimum payment period is the minimum period for which the customer is required to make payment for the private line service. The charges applicable to the minimum payment period include the recurring charge(s) plus any nonrecurring and/or special construction charge(s) that may apply.

The minimum payment period is calculated from the date that billing started after (1) the initial installation, or (2) a reinstallation after a change.

Minimum payment period charges apply if the customer terminates a private line service component before the specified minimum payment period expires. The minimum payment period for a given private line service component is specified in the section of this tariff applicable to that private line service component.

B. Notice of Termination

CNT requires notice when private line services are to be terminated. The required notice period and the application of charges, if any, are specified in the section applicable to the specific private line service. (Under certain conditions, this notice requirement may be waived.)

2.5.5 Advance Payments and Deposits

A. Advance Payment

An advance payment may be required before a private line service is provided when a customer has a history of late payments to CNT or when a customer's financial responsibility is not a matter of record. The advance payment will equal the charges for the minimum payment period and the applicable nonrecurring charges. In addition, the advance payment will include an amount equal to the estimated nonrecurring charges and one month's recurring charges (if any) when special construction is involved. The advance payment will be credited on the customer's bill(s). A deposit may apply in addition to an advance payment (see Deposits, following).

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2. GENERAL REGULATIONS

2.5 Payments and Charges (Cont'd)

2.5.5 Advance Payments and Deposits (Cont'd)

B. Deposits

To safeguard its interests, CNT may require a customer with a history of late payments to CNT or whose financial responsibility is not a matter of record 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 the sum of the charges for the minimum payment period for the private line service.

If a termination charge or a maximum termination liability is specified, the deposit may include an additional amount. This additional amount will not exceed the maximum charge(s) specified for the termination charge or maximum termination liability. An advance payment may be required in addition to a deposit (see Advance Payment, preceding).

1. Interest on a Cash Deposit

Interest shall be paid on deposits at a rate equal to one percent (1%) above the prime lending rate as published in the Wall Street Journal and shall be adjusted annually. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The Company may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills.

Upon termination of service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned within twenty-one (21) days to the customer.

2. Return of a Deposit

A deposit will be credited to a customer's account, and any credit balance remaining will be refunded, when the customer has established credit, or when the customer has established a prompt payment record with CNT for one year, or when the private line service for which the deposit had been required is discontinued or terminated.

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2.5 Payments and Charges (Cont'd)

2.5.6 Types of Charges

There are two types of charges, recurring and nonrecurring. These charges are as follows:

A. Recurring Charges

The recurring charges for a private line service are listed in the applicable service section as:

1. Monthly Charge

A monthly charge applies each month or fraction thereof that a private line service is furnished. Monthly charges start on the day after the private line service is installed but not before the due date of the order unless the customer agrees to an earlier installation. Charges accrue through and include the day that the private line service is discontinued or terminated. Monthly charges will be billed in advance. When the billing date and the date that the private line service is started, changed, or discontinued or terminated do not coincide, the charges will be adjusted to reflect the fractional part of the month involved (see Fractional Charges and Credits, within this tariff). For billing purposes each month is considered to have 30 days.

B. Nonrecurring Charges

A nonrecurring charge applies for an activity, such as an installation, a move, or a change, ordered by the customer. A nonrecurring charge applies for each activity performed. The charge may differ according to the work activity involved. Other charges, such as termination charges, if applicable, are also classified as nonrecurring charges. In addition, other charges for specific functions as stated in this tariff are applied on a nonrecurring basis. Following is a description of the generic nonrecurring charges.

1. Installation Charge

An installation charge applies when a private line service is furnished. Installation charges are listed in the appropriate sections of this tariff. Installation charges may be further categorized as follows:

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2.5.6 Types of Charges (Cont'd)

B. Nonrecurring Charges (Cont'd)

1. Installation Charge (Cont'd)

- a. "First" denotes an installation charge for the first service of a group of identical services ordered at the same time and installed at the same time for the same customer and at the same location.
- b. "Additional" denotes an installation charge for each additional service--excluding the first--ordered at the same time and installed at the same time for the same customer and at the same location.
- c. "Initial" denotes an installation charge for options installed at the same time as the primary service with which they are associated.
- d. "Subsequent" denotes an installation charge associated with an option added to an existing service.

2. Move Charge

A move charge applies when the physical location of the termination of an interoffice channel or of an office connection or office function or local channel is changed at the customer's request. A move of any of these is considered to be the termination of service at the old location and the reinstallation of the service at the new location. Installation charges apply only for the components that are moved. A new minimum payment period will be established.

When a component with a termination charge is moved, the customer must pay the unexpired portion of the termination charge. A new termination charge will be established at the new location. A move normally involves an interruption of the private line service for the period required to complete the move. No credit allowance will be granted for the period.

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2.5 Payments and Charges (Cont'd)

2.5.6 Types of Charges (Cont'd)

B. Nonrecurring Charges (Cont'd)

2. Move Charge (Cont'd)

When a customer requests the installation of a duplicate service to avoid interruption during a move, recurring and nonrecurring charges will apply for the duplicate service. Charges will commence when the duplicate service is furnished. A new minimum payment period will apply for the duplicate service.

a. Moves in the Same Building

When a local channel service is moved to a new location in the same building at the customer's request, a move charge applies. A move charge is equal to one-half, except for Digital Data Local Channel Services where whole charges apply, of the installation charge for the local channel service involved, including the access coordination function and any channel options, miscellaneous equipment and arrangements that are associated with the service at that building.

b. Moves to a Different Building

When a local channel service is moved to a different building (or to a different central office) at the customer's request, the move is considered to be the termination of the local channel service at the former location and the installation of a local channel service at the new location. The installation charges for the local channel service apply. Installation charges also apply to the access coordination function and any channel options and miscellaneous equipment or arrangements (with stated installation charges) associated with the service required at the new location. A new minimum payment period will be established for the local channel service. If a move to a new designated Central Office is not made at the customer's request, but is required as a result of CNT's rearrangement of its network, move charges do not apply.

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2.5 Payments and Charges (Cont'd)

2.5.6 Types of Charges (Cont'd)

B. Nonrecurring Charges (Cont'd)

3. Termination Charge

A termination charge applies when a customer orders the termination of a private line service before the expiration of a specified period of time. Termination charges apply to specific components as set forth in the appropriate sections of this tariff. The charge has two elements, a dollar amount and a specified period of time. This period, expressed in months, is shown in brackets next to the dollar amount (e.g., \$10,000[120]) in the appropriate sections of this tariff. The termination charge is determined by multiplying the dollar amount by the ratio of the unexpired portion of the specified period of time. A description and example of the process for determining termination charges follows.

- a. Identify the number of months in the specified period as shown in brackets following the dollar amount, e.g., [60] = 60 months.
- b. Identify the number of months that the private line service has been furnished, including fractions of months.
- c. Subtract the number of months the private line service has been furnished from the number of months in the specified period to obtain the unexpired portion of the specified period (a-b).
- d. Divide the unexpired portion of the specified period by the specified period to obtain the charge ratio to be used (c divided by a).
- e. Multiply the dollar amount by the charge ratio to obtain the charge to be made (termination charge amount x d).

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2.5 Payments and Charges (Cont'd)

2.5.6 Types of Charges (Cont'd)

B. Nonrecurring Charges (Cont'd)

3. Termination Charge (Cont'd)

e. (Cont'd)

Example:

Dollar Amount = \$60,000

Specified Period {} = {60} months

Time Furnished = 40 months

Step 1: Unexpired Portion of Specified Period =
Specified Period - Time Furnished

$$60 - 40 = 20$$

Step 2: Charge Ratio =
Unexpired Portion of Specified Period
Specified Period

$$\frac{20}{60} = 1/3$$

Step 3: Charge To Be Made =
Dollar Amount X Charge Ratio

$$60,000 \times 1/3 = \$20,000$$

2.5.7 Cancellation, Delay, or Change of an Order

The regulations set forth in this section for the cancellation, delay, or change of an order apply to all private line service components.

Change of a Due Date

When an order for a private line service is placed, a due date will be established and confirmed with the customer. In the event that a due date is changed as set forth in A., B., or C. following, the due date for the order will be changed to reflect the number of days of delay or advance, as appropriate.

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2.5 Payments and Charges (Cont'd)

2.5.7 Cancellation, Delay or Change of an Order (Cont'd)

A. Delay of a Due Date by the Customer

A customer may delay the due date of an order involving the installation, move or rearrangement of a private line service when: Section 2.5.7.B. is not applicable and the request for the delay is received by CNT prior to the order's due date, and the total delay measured from the order's initial due date does not exceed 30 cumulative calendar days. When the due date is delayed, a due date change charge will apply. Orders involving the termination of a private line service may be delayed at any time prior to the due date. There will be no maximum delay period for these orders.

1. Maximum Delay Period

When the customer has delayed an order for the maximum 30 cumulative calendar day period, the order may not be delayed again by the customer. In such case, unless B. following applies, the customer has the option to (1) accept billing for the private line service ordered, or (2) cancel the order and pay the applicable cancellation charge for the private line service ordered. The billing or cancellation is effective on the 30th cumulative calendar day of the delay.

If the customer elects to accept billing, the installation will be completed as soon as reasonably practical after the customer advises CNT that the installation can be completed.

B. Delay of a Due Date by CNT

CNT will make every reasonable effort to assure that the private line service ordered is furnished on the due date. However, in some cases a delay in the installation may be unavoidable. If an order is delayed beyond its due date for more than 30 cumulative calendar days and such delay is not requested or caused by the customer, the customer may cancel the order without cancellation charges applying.

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2.5 Payments and Charges (Cont'd)

2.5.7 Cancellation, Delay or Change of an Order (Cont'd)

C. Advance of a Due Date

A customer's request for an advancement in the due date of an order will be accepted by CNT when the request can be accommodated without delaying orders of other customers. When the due date is advanced, a due date change charge will apply (see Due Date Change Charge within this tariff.)

D. Cancellation of an Order

A critical date schedule is established by CNT for each private line service order placed by a customer. CNT uses this schedule to identify key activities in the service order process, to monitor the progress of the installation, and to administer the schedule of cancellation charges. Critical date schedules may vary between service orders. The specific critical dates that have been established for a given order can be obtained from the customer's CNT sales negotiator.

The critical dates monitored by CNT are:

Application Date (APP): The date on which the customer provides a firm commitment and sufficient information to CNT to proceed with issuance of a firm order for service.

Scheduled Issue Date (SID): The date on which the service order is entered into CNT's service order distribution system. Design Layout Report Date (DLRD): The date on which the Design Layout Report (DLR) or access interface information is received by CNT from the LEC.

Records Issue Date (RID): The date on which all circuit design and assignment information is sent to the central office installation force.

Wired and Office Tested Date (WOT): The date by which all intraoffice wiring is completed, all plug-ins are optioned and aligned, and frame continuity is established.

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2.5.7 Cancellation, Delay or Change of an Order (Cont'd)

D. Cancellation of an Order (Cont'd)

Critical Dates (Cont'd)

Circuit Test and Acceptance (CTA) Date: The date on which overall testing of the service is completed.

Due Date (DD): The date that has been established for completion of the service installation.

If an order for private line service is canceled by the customer prior to the SID, no charge applies. For cancellations by the customer on or after those dates, a cancellation charge will apply. The amount of the cancellation charge will vary according to the category of service ordered and the date reached in the critical date schedule. Cancellation charges applicable to the components of each category of private line service are listed in the service specific sections of this tariff.

If the customer or CNT delays the due date of an order, in accordance with 2.5.7.A. or B. preceding, the critical date schedule for the order will be revised for those critical dates not yet passed. Subsequent cancellation of the delayed order by the customer will cause a cancellation charge based on the revised schedule to be incurred.

E. Cancellation Involving Special Construction If a customer cancels an order that involves special construction, the applicable charges for the special construction, described within this tariff, apply in addition to the cancellation charges, herein described.

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2.5 Payments and Charges (Cont'd)

2.5.7 Cancellation, Delay or Change of an Order (Cont'd)

F. Change of an Order

When a customer changes the office connection or the channel options on an order before the due date, such a change is considered to be a design change. A Design Change Charge applies as specified in this tariff (see Design Change Charge within this tariff). A change in the location of an IOC is considered to be a cancellation of the order. If the change does not involve all portions of a private line service but causes the remainder of the service to be delayed more than 30 days beyond its due date, the customer has the option of (1) accepting billing for the components on the remainder of the service or (2) canceling those components and paying the applicable cancellation charge.

G. Other Changes to an Order

When a customer changes (1) the point of local channel termination on a premises (including changes involving the addition or removal of inside wire), (2) the interface, or (3) the channel options on an order before the service date, such a change is considered to be a design change. A design change charge applies as specified in this tariff (see Design Change Charge, within this tariff). A change in premises is considered to be a cancellation of the order for the local channel service. If the change does not involve all locations on a local channel service but causes the remainder of the locations to be delayed more than 30 days beyond their due date, the customer has the option of (1) accepting billing for the remaining locations or (2) canceling those locations and paying the applicable cancellation charge.

A customer's order for modification of private line service after the service date is considered to be a change in service arrangement, as specified within this tariff.

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2.5 Payments and Charges (Cont'd)

2.5.8 Change in Service Arrangement

When a customer requests that private line service be changed after the service date, charges are determined in accordance with A. and B. following.

A. When Charges Apply

Charges apply for the following changes:

1. A change of an interoffice private line service from one transmission speed or bandwidth to another is considered to be the termination of one interoffice private line service and the installation of a new interoffice private line service. Installation charges apply for the new private line service and a new minimum payment period is established.
2. A change in the office connection or a change in conditioning is considered to be the termination and reinstallation of the interoffice private line service involved. Installation charges for the changed components, as appropriate, apply. A new minimum payment period is not established. Installation charges for components continued in use do not apply. A component is considered to be continued in use if (1) there is no break in billing for the recurring charge(s) for the component(s), (2) the component is not changed.
3. For all other changes to an interoffice private line service, excluding those changes identified in B. following, the installation charge for the component involved applies.

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2.5.8 Change in Service Arrangement (Cont'd)

A. When Charges Apply (Cont'd)

4. When a change involves any of the activities identified in (a) through (e) following, it is considered to be the termination of one local channel service and the installation of another. Installation charges will apply for all components involved (including the access coordination function) and a new minimum payment period is established:
 - a. A change from one category of local channel service to another.
 - b. A change within a category of service from one transmission speed, transmission mode, bandwidth, or technical specifications package to another.
 - c. A change from a two-wire termination to a four-wire termination or vice versa.
 - d. A change from two-point to multipoint local channel service or vice versa.
 - e. A change from one access vendor to another access vendor when CNT provides only the Access Coordination Function.
5. When a change involves moving the physical location of a local channel service (including changes caused by a customer specifying a particular designated CNT central office as set forth within this tariff), move charges apply as specified within this tariff.
6. When a change involves the addition of a point to an existing multipoint local channel service, installation charges apply for the components which are added to the service (including the access coordination function).
7. When a change involves the addition of a local channel option, miscellaneous function, or miscellaneous equipment item which has a stated installation charge, that charge will apply. In addition, a charge equal to the installation charge for an access coordination function involved will apply.

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2.5 Payments and Charges (Cont'd)

2.5.8 Change in Service Arrangement (Cont'd)

B. When Charges do not Apply

Charges do not apply for the following changes:

1. When the customer for the private line service changes due to corporate purchase, merger, reorganization, or transfer of assignment of the private line service and no physical change in the service (e.g. change in the interface, change in signaling, etc.) is requested by the new customer.
2. When the jurisdiction of private line service changes and no physical change is requested by the customer, except where LEC access termination charges apply.
3. When a private line service is discontinued or terminated, unless a termination charge applies as set forth within this tariff.

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2.5.8 Change in Service Arrangement (Cont'd)

B. When Charges do not Apply (Cont'd)

4. When the change involves CNT records only (e.g., change in billing address).
5. Changes which are not made for customer reasons, but are required as a result of CNT's rearrangement of its network (e.g., changes resulting from the termination of a Shared Network Facilities Arrangement contract).

2.5.9 Fractional Charges and Credits

A. Computing Charges or Credits for a Fractional Part of a Month

When rates are stated on a monthly basis, each month is considered to have 30 days for billing purposes. Charges or credits for a fractional part of a month are calculated by counting the number of days remaining in the billing period after the private line service is furnished or has been discontinued or terminated. The number of days remaining in the billing period (including the 31st day of a 31-day month, if applicable) are counted starting with the day after the date on which the private line service was furnished or discontinued or terminated. Divide that figure by 30 days. The resultant fraction is then multiplied by the monthly charge to arrive at the fractional monthly charge or credit.

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2.5 Payments and Charges (Cont'd)

2.5.9 Fractional Charges and Credits (Cont'd)

A. Computing Charges or Credits for a Fractional Part of a Month (Cont'd)

Example: Private line service furnished/discontinued/terminated on the 15th day of a 30-day month.

Monthly Charge = \$1,000

Number of Days
Remaining in
Billing Period = 15 days

Billing Month = 30 days

Fractional Monthly
Charge/Credit = $\frac{\text{No. of Days Remaining}}{\text{Billing Month}} \times \text{Monthly Charge}$

Fractional Monthly
Charge/Credit = $\frac{15}{30} \times \$1,000$

Fractional Monthly
Charge/Credit = \$500

In the above example, the number of days remaining in the billing period would be 13 for a 28-day month and 16 for a 31-day month. The same process would be used for computing the fractional monthly charge or credit.

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2.5 Payments and Charges (Cont'd)

2.5.9 Fractional Charges and Credits (Cont'd)

B. Computing Fractional Charges or Credits for a Rate Change

When a monthly rate is changed (increased or decreased) as a result of a tariff revision, the additional charge or credit is calculated as follows.

1. **Monthly Rates** - For any fractional part of a month, count the number of days remaining in the billing period (including the 31st day of a 31-day month) starting with the effective date of the rate change. Divide that figure by 30 days (billing month). The resultant fraction is then multiplied by the amount of the monthly rate change to arrive at the fractional charge of credit for the rate change.

Example: Rate change effective on the 12th day of the 28-day month.

Old Monthly Charge	= \$1,000
Number of Days Remaining in Billing Period	= 17 days
Billing Month	= 30 days
Fractional Part of Month Billed at the new rate	= $\frac{17}{30}$
Rate Change	= \$60 monthly increase
Fractional Charges or Credit for the Rate Change	= $\frac{17}{30} \times \$60 = \34
Billing for the Month in which the Rate Change Occurred (for a rate decrease subtract the fractional charges)	= \$1,000 + \$34 = \$1,034
Subsequent New Monthly Charges	= \$1,000 + \$60 = \$1,060

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2.5.9 Fractional Charges and Credits (Cont'd)

B. Computing Fractional Charges or Credits for a Rate Change (Cont'd)

In the above example, the number of days remaining in the billing period would be 19 for a 30-day month and 20 for a 31-day month. The same process would be used for computing the fractional monthly charge or credit.

C. Rounding to the Nearest Cent

If the computed charge(s) or credit include one-half cent or more, the fractional is rounded up to the next higher cent. Fractions of less than one-half cent are disregarded.

2.5.10 Special Taxes, Fees, Charges

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar taxes or fees, whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon CNT by any governmental authority subsequent to the effective date of this tariff shall be added pro rata, insofar as practical, to the rates and charges stated in the standard schedules, in amounts which in the aggregate for the customers of any political entity shall be equal to the amount of any such tax upon CNT. CNT shall, so long as any such tax or fee is in effect, add to the bills of the customers in such political entity a pro-rate on the basis of the revenue derived by the company from each such customer, an amount sufficient to recover any such tax or fee.

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2.5 Payments and Charges (Cont'd)

2.5.11 Special Access Surcharge

- A. A Special Access Surcharge applies to each termination of a channel service at a PBX or equivalent device capable of interconnecting the channel with the local exchange network. The surcharge applies to each two-point local channel, to each multipoint termination at a customer's location, and applies to analog and digital high capacity service on a per voice grade equivalent basis.

CNT will bill the customer for the surcharge on each channel service termination unless the customer certifies that the channel service termination is exempt from the surcharge. This charge will be billed automatically on each special access service installed irrespective of whether the interconnection capability exists in the customer's premises equipment or in a Centrex-CO type switch. The surcharge rate is specified in the applicable rate sections of this tariff.

B. Exemptions from the Surcharge

1. A customer's channel service termination will be exempted from the monthly surcharge if the customer certifies to CNT that:
 - a. The channel service is terminated in a device which is not capable of interconnecting the service with the local exchange network, or
 - b. The channel service termination is associated with Switched Access Service that is subject to Carrier Common Line charges.
2. Certification must be provided by the customer when the channel service is ordered or changed. If a certification is not received from the customer with the order or change of service, the surcharge will be applied.
3. If the customer's service termination cannot be exempted as certified, the company reserves the right to bill and/or back bill the customer as necessary, including any penalty charges that may accrue to the Company.

C. Crediting the Surcharge

Upon receipt by CNT of certification that the customer's channel service termination is exempt from the surcharge, as specified in B. preceding, CNT will not bill the customer at the location certified as exempt.

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2. GENERAL REGULATIONS

2.5 Payments and Charges (Cont'd)

2.5.12 Late Payment Charge

Subject to billing and systems availability, when a bill or estimated bill for private line services charges is presented to the Customer, any amounts for which payment has not been received within 30 calendar days of the invoice date will be considered delinquent. The Customer shall be assessed a Late Payment Charge on any delinquent account balance, when that balance exceeds \$25.00. The minimum late Payment Charge is \$5.00. The period subject to the Late Payment Charge shall commence on the 31st calendar day after the invoice date, and continue from month to month until the delinquent balance is resolved. The Late Payment Charge shall be assessed monthly, based on the delinquent balance maintained on the account at that time. The Late Payment Charge shall be an amount equal to the outstanding delinquent balance multiplied by the applicable interest rate. The interest rate shall be 18% annually, simple interest (1.5% per month, simple interest) unless an applicable law or regulation specifies a lower rate to be charged, and that lower rate shall then apply. The Customer shall not be charged a Late Payment Charge on a delinquent balance, however, if an applicable law or regulation prohibits the imposition of such charges.

The Customer may contact the Company regarding a dispute of all or part of a charge by written notice, in person or by a telephone message. In the event a Customer disputes, in good faith, the validity of any private line services charges appearing on its invoice, as specified in this tariff, the amount of these disputed charges will be excluded from the total delinquent balance while the dispute is pending. If the Company sustains the charges after investigating the dispute, the applicable Late Payment Charges shall be deemed correct and binding on the Customer. If, alternately, the Company credits the charges after investigating the dispute, the Late Payment Charges will not apply.

When a local exchange company provides the billing function on behalf of the Company, the local exchange company's local exchange service late payment charge applies. Late payment charges do not apply until after the due date of the bill on which the usage charges first appear.

Any unresolved dispute may be directed to Consumer Services Department, Missouri Public Service Commission, 200 Madison Street, Suite 800, or P.O. Box 360, Jefferson City, Missouri. Customers may contact the Consumer Services Department toll free at 800-392-4211.

Customers may also contact the Missouri Office of the Public Counsel at 200 Madison Street, Suite 600, Jefferson City, Missouri 65101 or by telephone at 573-751-4857.

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2. GENERAL REGULATIONS

2.6 Credit Allowances for Interruptions

2.6.1 General

A credit allowance will be given when a private line service is interrupted, except as specified within this tariff. An interruption period begins when the customer reports a private line service to be interrupted and releases it for testing and repair. An interruption period ends when the private line service is operative. Only the interrupted portion of the private line service will receive a credit. If the customer reports a private line service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

In addition, there are specific credit allowance regulations that only apply to a particular private line service. Those regulations are specified in the section of the tariff that is applicable to the specific private line service.

2.6.2 When Credit Allowance does not Apply

Credit allowance does not apply for:

- A. Interruptions caused by the negligence of the customer or others authorized by the customer to use the customer's service,
- B. Interruptions due to the failure of power, equipment, systems, or connections not provided by CNT,
- C. Interruptions during any period when the customer or user has released a private line service for maintenance or rearrangement purposes, or for the implementation of a customer order,

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2. GENERAL REGULATIONS

2.6 Credit Allowances for Interruptions (Cont'd)

2.6.2 When Credit Allowance does not Apply (Cont'd)

- D. Interruptions which continue because of the customer's failure to authorize replacement of any element of special construction. The period for which credit is not allowed, begins on the seventh day after the customer receives CNT's written notification of the need for such replacement. It ends on the day after receipt of the customer's written authorization for such replacement.
- E. interruptions during periods when the customer elects not to release the private line service for testing and/or repair,
- F. Interruptions caused by the failure of access service, or
- G. An interruption or group of interruptions, resulting from a common cause, for amounts totaling less than one dollar.
- H. Interruptions during any period in which CNT or its agents are not afforded access to the customer's premises.

2.6.3 Use of Another Means of Communication

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

2.6.4 Temporary Surrender of a Private Line Service

In certain instances, the customer may be asked to surrender a private line service for purposes other than maintenance, testing, repair, or activity relating to a service order. If the customer consents, a credit will be given. One day's credit will be given for each 24-hour period or fraction thereof that the service is surrendered.

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2. GENERAL REGULATIONS

2.6 Credit Allowances for Interruptions (Cont'd)

2.6.5 Calculation of Credit Allowances

The credit allowances for all private line services are set forth in this section.

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

A credit allowance will be given for all private line services that are interrupted for 30 minutes or more. The credit allowance is determined in the following manner:

A. Interoffice Channels:

1. Calculate the average point value for one month by adding the total monthly charges for the private line service. That sum is then divided by the total number of central offices affected.
2. Calculate the average point value for one full day by dividing the average point value for one month by 30 days: (A.1.) divided by 30.
3. Multiply the average point value for one day by the interruption period to be credited (see Calculation Table within this tariff.) in order to determine the credit for one point: (A.2.) x interruption period.
4. Multiply the credit for one point by the number of central offices affected to determine the credit allowance for the service: (A.3.) x number of central offices affected.

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2. GENERAL REGULATIONS

2.6 Credit Allowances for Interruptions (Cont'd)

2.6.5 Calculation of Credit Allowances (Cont'd)

A. Interoffice Channels (Cont'd)

4. (Cont'd)

Example 1: A two-point Private Line Service with two affected central offices.
Length of interruption = three hours.

Total Monthly Charge = \$1,200
Average Point Value = $\frac{\$1,200}{2} = \600

Average Point Value for one full day = $\frac{\$600}{30} = \20

Amount Credited for one point = $\$20 \times 1/5 = \4

Total credit for the number of central offices affected = $\$4.00 \times 2 = \8

Example 2: A multipoint Private Line Service with six affected central offices.
Length of interruption = three hours. Service to only three central offices is affected (i.e., service to the remaining three central offices continued in use).

Total Monthly Charge = \$4,800

Average Point Value = $\frac{\$4,800}{6} = \800

Average Point Value for one full day = $\frac{\$800}{30} = \26.67

Amount Credited for one point = $\$26.67 \times 1/5 = \5.33

Total credit for the number of central offices affected = $\$5.33 \times 3 = \15.99

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2. GENERAL REGULATIONS

2.6 Credit Allowances for Interruptions (Cont'd)

2.6.5 Calculation of Credit Allowances (Cont'd)

B. Local Channels:

1. Calculate the average channel value for one month by adding the total monthly charges for the local channel service. That sum is then divided by the total number of local channels or bridged channels on the local channel service.
2. Calculate the average channel value for one full day by dividing the average channel value for one month by 30 days: (B.1.) divided by 30.
3. Multiply the average channel value for one day by the interruption period to be credited (see Calculation Table following) in order to determine the credit for one channel: (B.2.) x interruption period.
4. Multiply the credit for one channel by the number of channels affected to determine the credit allowance for the local channel service: (B.3.) x number of channels affected.

Example 1: A Voice Grade Local Channel Service comprised of four bridged channels, all channels affected. Length of interruption = 3 hours.

Total Monthly Charge	= \$1,200
Average channel value	= $\frac{\$1,200}{4} = \300
Average channel value for one full day	= $\frac{\$300}{30} = \10
Amount credited for one channel	= $\$10 \times 1/5 = \2
Total credit for the number of channels affected	= $\$2 \times 4 = \8

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2. GENERAL REGULATIONS

2.6 Credit Allowances for Interruptions (Cont'd)

2.6.5 Calculation of Credit Allowances (Cont'd)

C. Calculation Table

The following table is used for calculating credit allowances for interruptions.

1 hour 59 minutes or less	None
2 hours and less than 8 hours	0.2% of monthly recurring revenue
Each hour above 8 hours	0.5% of the monthly recurring revenue of the Circuit, capped at 50% of the monthly recurring revenue for any single Service Outage and 100% of the monthly recurring revenue for all Service Outages to that same Circuit in any month

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2. GENERAL REGULATIONS

2.7 Connections

2.7.1 General

When access is connected to a CNT service, the connection will be made at the designated CNT central office if the CNT service and the access are electrically compatible. The regulations in this section and in the section(s) and tariff(s) applicable to a specific CNT service will apply to the connection. Coordinating agreements are necessary between CNT and access providers to establish arrangements for common functions at central offices, such as space, power, and light. In addition, technical agreements, similar to those in place with local exchange companies, are required between CNT and access providers to establish the specific arrangements by which the access will be connected to CNT's services. Connections to access will be made using office connections as described within this tariff. The responsibilities of CNT and the customer are specified following.

A. Responsibilities of CNT

CNT is not responsible to any party if a change in its minimum protection criteria, operations, or procedures (1) affects any access in any way, or (2) requires modification of access in order to be used. However, if such changes can be reasonably expected to materially affect the operating, switching, or transmission characteristics of the CNT service, or render the access incompatible, CNT will provide adequate notice in writing to allow the customer the opportunity to maintain uninterrupted service.

Unless CNT is responsible for end-to-end service as defined within this tariff, CNT is not responsible for changing its channels or components to maintain compatibility with access. However, if such changes are requested, CNT will, upon receipt of a customer order, endeavor to make the changes without interrupting service.

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2. GENERAL REGULATIONS

2.7 Connections (Cont'd)

2.7.1 General (Cont'd)

A. Responsibilities of CNT (Cont'd)

The testing of a CNT service will be made from a designated CNT central office.

In certain situations, assistance is available in matters pertaining to testing of assemblies. The services offered are set forth in this tariff (see Additional Administrative and Operational Functions, within this tariff).

B. Responsibilities of the Customer

When access is connected at a designated CNT central office the customer assumes responsibility for the connection as follows:

1. Ordering

Unless CNT is responsible for end-to-end service as described within this tariff, the customer must make all arrangements concerning the access with its provider and must make arrangements with CNT for the connection.

2. Compatibility with the CNT Service

Unless CNT is responsible for end-to-end service as defined within this tariff, the customer is responsible for ensuring compatibility between the access and the CNT service. This customer responsibility applies at the initial installation and on a continuing basis as long as the connection is made.

When a connection of access is made at a designated CNT central office and CNT is not responsible for end-to-end service as defined within this tariff, CNT does not warrant that any portion of the assembly will operate properly or that transmission will be satisfactory. If, however, a trouble condition is reported, CNT will assure that the channels and components CNT provides are operating properly with satisfactory transmission.

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2. GENERAL REGULATIONS

2.7 Connections (Cont'd)

2.7.1 General (Cont'd)

B. Responsibilities of the Customer (Cont'd)

3. Interface Information

The customer must specify the type of interface that is required.

4. Testing and Maintenance

If a trouble condition occurs on an assembly, the customer is responsible for determining if the trouble is in the connected access. CNT will only test and maintain its service.

2.7.2 Interference and Hazard

The operating characteristics of the access connected to an CNT service must not interfere with, or impair, any services provided by CNT to others. In addition, they must not endanger the safety of CNT employees or the public; damage or interfere with the functioning of CNT equipment, channels or services; or otherwise injure the public in its use of these offerings.

2.7.3 Minimum Protection Criteria

Access must comply with the Minimum Protection Criteria as specified in this tariff for the service to which the access is connected.

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2. GENERAL REGULATIONS

2.8 Violation of Regulations

2.8.1 General

CNT may take immediate action to protect its private line services or interests when certain regulations contained in this tariff are violated. The specific regulations involved and the action that will be taken by CNT are as specified within this tariff.

2.8.2 Interference, Impairment, or Improper Use

CNT will take immediate action to temporarily suspend the private line service when a customer violation of Section 2.7.2 preceding:

Subjects CNT or non-CNT personnel to hazardous conditions,

Circumvents CNT's ability to charge for its services, or

Results in immediate harm to the private line service or other CNT service.

In such cases, CNT will make reasonable efforts to give the customer prior notice before temporarily suspending service.

If a customer fails to comply with Section 2.7.2 preceding, CNT may, on ten (10) days' written notice by certified U.S. mail to the customer, deny requests for additional private line services and/or temporarily suspend the private line service to the non complying customer. If CNT does not deny or temporarily suspend the private line service(s) involved on the date of the expiration of the ten (10) days advance notice, and the customer noncompliance continues, nothing contained herein shall preclude CNT's right to deny or temporarily suspend the private line service without further notice.

When a violation results in the temporary suspension or denial of the private line service, these restrictions will be removed when the customer is in compliance with the regulation and so advises CNT, and said compliance is verified by CNT.

2.8.3 Nonpayment of Charges

CNT may disconnect a private line service or deny requests for additional private line services for nonpayment of any charges due as specified in within this tariff (Payment of Charges) preceding. A written notice will be sent to the customer at least ten (10) days in advance of the disconnect or denial of additional private line services. Upon payment of charges, the denial of additional service will be removed.

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2. GENERAL REGULATIONS

2.9 Definitions

Access - The communications services, channels, assemblies and systems outside of CNT's interoffice network that connect the customer premises to the CNT interoffice network.

Access Coordination Function - A component that provides for the design, ordering, installation coordination, preservice testing and service turn-up, trouble sectionalization, and restoration coordination on a channel provided by CNT under this tariff or an equivalent channel provided by the customer.

Assembly - A configuration consisting of customer equipment (excluding Customer Premises Equipment as defined in Computer Inquiry II) and/or channels which is connected to one or more private line services.

Designated CNT Central Office - The physical point of access for a service category to the CNT interoffice network.

Bridged Channel - A Voice Grade Local Channel Service component which provides a communication path between (1) a customer's premises and a Local Exchange Company bridge, or (2) a designated CNT Central Office and a Local Exchange Company bridge.

Building - A structure consisting of an enclosed area surrounded by outside walls and under one continuous roof.

Channel - An electrical transmission path for communications between two points.

Channel Option - A private line service component added to a Channel to change and/or augment its transmission characteristics.

Channel Service Unit - Equipment which performs the function of properly terminating a Digital Data Service local channel. The functions provided are regeneration of signals, loop equalization, maintenance, testing capability, and network protection.

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2. GENERAL REGULATIONS

2.9 Definitions (Cont'd)

Channel Service Unit Functionality - Equipment which performs the functions of: (1) properly terminating an T1.5 Channel Service or a Digital Data Local Channel Service, (2) regeneration of signals and (3) recognition of signal format errors.

Component - An element furnished under this tariff. Components are local and interoffice channels, bridged, and interbridge channels, access coordination functions, channel options, miscellaneous functions, central office connections, and miscellaneous equipment items.

Customer - The person or legal entity that orders a private line service (either directly or through an agent).

Customer Equipment - Terminal equipment, a multiline terminating system or protective circuitry located at non-CNT premises. Customer's Premises - The premises of a customer or user. It also includes customer-designated non-CNT premises.

Customer-Provided Communications System - Non-CNT-provided dedicated private line channels and equipment (e.g., microwave or cable system).

Design Loss - The amount of power loss expected to occur when a 1004 Hz tone is transmitted from one end of a local channel to the other end.

Direct Electrical Connection - A physical connection (i.e., not through a switch) of the electrical conductors in a communications path.

DS1 Channel - A T1.5 Service, 1.544 Mbps. Local Channel, or other access.

Due Date - The date that has been established for completion of the installation, change, or disconnect of a private line service component.

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2. GENERAL REGULATIONS

2.9 Definitions (Cont'd)

Foreign Exchange Service - A service that enables a customer to obtain dial tone and related features in a LEC central office outside the LATA of the LEC central office which normally services the customer's location.

Independent Company - A local exchange company (LEC) that is not a former Bell Operating Company.

Interbridge Channel - A Voice Grade Local Channel Service component which provides a communications path between two Local Exchange Company bridges located in the same LATA.

Interface - The electrical and physical means by which a connection is made at a designated CNT central office.

Interoffice Channel - A private line service component which connects a designated CNT central office to another designated CNT central office.

Interoffice Private Line Service - The interoffice channel(s) and office connection(s), office functions, and channel option(s) furnished under this tariff to a customer.

Interstate Communications - A term that describes communications between and among individual states. It includes both interstate and foreign communications.

Intrastate Communications - A term which describes communications which take place within a state's boundaries and which are not terminated in a switch permitting interstate communications.

Local Access and Transport Area (LATA) - 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. Local Channel - A private line channel that connects a designated CNT central office to a customer premises or a customer premises to a customer premises.

Local Channel - a private line channel that connects a designated CNT central office to a customer's premises.

Local Exchange Company (LEC)- A company which furnishes exchange telephone service.

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2.9 Definitions (Cont'd)

Multifrequency Pulsing - An inband interoffice address signaling method in which ten decimal digits and five auxiliary signals are each represented by selecting two frequencies out of a group consisting of: 700, 900, 1100, 1300, 1500, and 1700 Hz.

Multipoint - A private line service directly connecting three or more designated CNT central offices.

Multipoint Local Channel Service - A service which connects three or more points on a direct electrical basis.

Network Interface - The point of demarcation on the end user's premises at which the access supplier's responsibility for the provision of access ends.

Office Connection - Office connections provide the physical connection, at a designated CNT central office to perform channel derivation, switching, conversion or transfer functions.

Office Function - A private line service component located and furnished at a designated CNT central office to perform channel derivation, switching, conversion, or transfer functions.

Point of Interface - The point of demarcation between CNT and an access supplier. This point, located at a designated CNT Central Office, establishes the technical interface, the test point, and the point of division of operational responsibility.

Private Line Service - (1) the interoffice channel(s) and office connection(s), station connections and channel option(s) furnished under this tariff to a customers as a unit uninterrupted by office functions, or (2) and office function.

Premises - A building or buildings on continuous property (except railroad right-of-way, etc.) not separated by a public thoroughfare.

Pricing Central Office - The designated CNT central office for a particular category of local channel service which is nearest to the customer's premises (measured between the serving wire centers of the customer's premises and the designated CNT Central Office).

Registered - A term which means compliance with and approval within the Registration Program.

Registration Program - Part 68 of the FCC's Rules and Regulations which permits customer Equipment to be directly connected to WATS, LDMTS and certain local channel services without the requirement for protective circuitry.

Ringing - An alternating or pulsating current intended to produce an audible or visible alerting signal.

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2. GENERAL REGULATIONS

2.9 Definitions (Cont'd)

Service Date - The date that billing starts for a private line service or component.

Service Period - The period of time during which CNT furnishes a private line service. It encompasses the consecutive period from the start of service to the end of service ordered by the customer.

Serving Wire Center - The wire center from which the customer's premises or designated CNT central office would normally obtain dial tone from the Local Exchange Company.

Standard Jack - The means of connecting customer equipment to a local channel service as specified in the Registration Program.

Technical Specifications Package - A combination of the various technical specifications associated with a Voice Grade Local Channel Service. Each package is designed to satisfy specific customer applications (e.g., voice, data, telephoto, etc.).

Terminal Equipment - Any telecommunications equipment other than a multiline terminating system or customer-provided communications system installed on the customer's side of the interface at a customer's premises.

Termination - A customer premises or a designated CNT Central Office.

Two-Point Local Channel Service - A service which consists of a single local channel.

User - A person or legal entity authorized by a customer to communicate over, or be connected to, the customer's private line service.

Wire Center - A building in which one or more central offices, used for provision of local exchange service, are located.

Wire Center Area - The territory served by a serving wire center.

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