REGULATIONS AND CHARGES APPLYING TO

INTEREXCHANGE AND NON-SWITCHED

LOCAL TELECOMMUNICATIONS SERVICES

IN THE STATE OF MISSOURI

IPC NETWORK SERVICES, INC.

A Competitive Telecommunications Company

XA-2006-0223

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EXPLANATION OF SYMBOLS

(C) To signify changed condition or regulation

(D) To signify deleted or discontinued rate, regulation or condition

(I) To signify a change resulting in an increase to a Customer's bill

(M) To signify that material has been moved from another Tariff location

(N) To signify a new rate, regulation condition or page

(R) To signify a change resulting in a reduction to a Customer's bill

(T) To signify a change in text but no change to rate or charge

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TARIFF FORMAT

A. Page Numbering - Page numbers appear in the heading of each page. Pages are numbered sequentially. However, occasionally, when a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. Page Revision Numbers - Revision numbers also appear in the heading of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current page number on file with the Commission is not always the page in effect. Consult the Check Sheet for the page currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:

2.
2.1.
2.3.6.
2.3.6.A.
2.3.6.A.1.
2.3.6.A.1.(a).
2.3.6.A.1.(a).I.
2.3.6.A.1.(a).I.(i).
2.3.6.A.1.(a).I.(i).(1).

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1.0 DEFINITIONS AND WAIVERS

1.1 Definitions.

Claims: Any and all claims or demands made against Company or Customer by the other or by any other person or entity, including, but not limited to claims or demands:

For losses, damages, expenditures, loss of use, loss of profits, liability, judgments or costs (including attorney's fees, if awarded),

For any personal injury, death or damage to tangible or intangible property or rights,

Arising directly or indirectly out of any acts, omissions, mistakes of Company, its employees, agents officers or directors, or caused by any interruptions, delays, errors or defects, or the condition, operation or failure of equipment, used to provide Service or Company facilities hereunder,

Regardless of whether the claim or demand is asserted in an arbitration, suit, action, administrative proceeding or any other dispute resolution proceeding, or on any appeal therefrom.

Commission: Missouri Public Service Commission.

Company: IPC Network Services, Inc., also referred to as the Carrier.

Competitive Local Exchange Carrier (CLEC): A company, other than an ILEC, certified by the Commission to offer local exchange telecommunications service.

Customer: The person, firm, corporation or other entity which orders or uses Service, has agreed by signature or otherwise to honor the terms of the Service herein, or any individually negotiated contract, and is responsible for the payment of rates and charges for Service to call customer locations and for compliance with the terms and conditions of this Tariff. The Customer is not necessarily the End User of the Company's Service.

End User: A user of any Service provided by or through the Company's facilities or Service, regardless of whether such person is a Customer.

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1.0 DEFINITIONS AND WAIVERS (Continued)

Incumbent Local Exchange Carrier (ILEC): An Incumbent Local Exchange Carrier as defined in Section 251(h)(1) of the federal Telecommunications Act of 1996.

Premises: The space occupied or controlled by a Customer in a building or buildings.

Service: Any Service offered by Company to a Customer.

State: The State of Missouri.

Third Party Billing: Service option that allows a call to be billed to an account different from that of the calling or called party.

1.2 Waivers.

The Company has received waivers of the following rule sections and regulations from the Commission:

	Statutes
392.210.2	Uniform System of Accounts
392.240(1)	Just and Reasonable Rates
392.270	Ascertain Property Values
392.280	Depreciation Accounts
392.290	Issuance of Securities
392.300.2	Acquisition of Stock
392.310	Issuance of Stocks and Debt
392.320	Stocks Dividend Payment
392.330	Issuance of Securities, Debts & Notes
392.340	Reorganizations
	Regulations
4 CSR 240-3.545(2)	Books and Records
4 CSR 240-10.020	Depreciation Fund Income
4 CSR 240-30.040	Uniform System of Accounts

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2.0 RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Company undertakes to furnish private line communications service under this Tariff in connection with the transmission of one-way and/or two-way communications which originate and terminate within the State, and are jurisdictionally intrastate. The Company is a Competitive Telecommunications Company as defined by the Commission.

2.1.2 Company's service offerings consist of any of the Service offered pursuant to this Tariff, either individually or in combination. Each Service is offered independent of the others, unless otherwise noted. Service is offered through Company facilities, resold Service, transmission facilities provided by other communications providers, or any combination thereof.

2.1.3 Company is responsible only for the Service and facilities it provides under this Tariff, and it assumes no responsibility for any Service provided by any other entity that provides communications service through Company Service or facilities in order to originate and/or terminate such other company's Service.

2.1.4 Company may undertake to use reasonable efforts to make available Service to a Customer on or before a particular date. Company does not guarantee availability by any such date and shall not be liable for any Claims arising out of delays in commencing Service to any Customer.

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2.0 RULES AND REGULATIONS (CONT'D)

2.2 Limitations of Service

2.2.1 SERVICE IS OFFERED TO BUSINESS CUSTOMERS ONLY. Service is offered subject to the availability of necessary facilities and subject to the provisions of this Tariff. Company shall have no obligation to construct facilities where they do not exist.

2.2.2 Service may not be used for any unlawful purpose.

2.2.3 Service may be subject to Company's acquisition and maintenance of an agreement to access the Premises under terms and conditions acceptable to Company, and Service may be denied or discontinued if Company is unable to acquire or maintain such agreement.

2.3 Establishment and Re-establishment of Credit

2.3.1 Company may conduct a credit investigation of each new Customer prior to accepting a written application or oral request for Service. Company reserves the right to reject a written application or oral request for Service if its investigation reveals that the applicant is a poor credit risk in Company's sole opinion.

2.3.2 A Customer whose Service from Company was discontinued for nonpayment of bills will not be entitled to restoration of Service or new Service until all past due amounts have been paid, or satisfactory payment arrangements have been agreed upon and made in a timely manner.

2.4 Credit Limit

Company may, at any time and at its sole discretion, set a credit limit or require such other financial terms, including but not limited to, pre-payment or deposits, for any Customer's consumption of Service for any period.

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2.0 RULES AND REGULATIONS (CONT'D)

2.5 Notice

Notice shall be deemed properly given:

A. upon delivery, if delivered in person;

B. on the third day after depositing the notice or communication, prepaid and properly addressed, with a private delivery service or in the U.S. mail, unless deposited in the U.S. mail on a Sunday or holiday in which case notice is deemed to be given on the third day from the next business day;

C. upon actual receipt, or upon refusal of receipt by the addressee, whichever of the above occurs first; or

D. by electronic device, facsimile or e-mail with confirmation of receipt.

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2.0 RULES AND REGULATIONS (CONT'D)

2.6 Payment and Service Cancellation

2.6.1 Billing and Payment of Charges

A. Unless otherwise indicated in this Tariff or in the specific terms and conditions set forth in the Customer's agreement, Service is billed in advance on or about the first of each month. The Customer is responsible for the payment of all charges for Service furnished by the Company. Customer shall pay the amounts as specified in the Tariff for the Service, unless otherwise set forth in the Customer's agreement.

B. Unless otherwise indicated in this Tariff, bills are due and payable thirty (30) days from the date of the invoice, or later if required by law. Balances that remain unpaid after the due date will be charged a late fee of one and one-half (1.5) percent per month of the unpaid balance, or the maximum fee allowed by law, whichever is less.

C. In addition to the late fee set forth in B above, Company shall provide written notice of payment delinquency to Customer. Failure to make payment for all arrearages within five business days of receipt of such notice shall subject Customer to risk of service interruption or cancellation, in addition to payment of termination liability for that Service in accordance with 2.6.4(C).

D. Customer is responsible for reviewing each invoice promptly, and notifying Company promptly of any discrepancies. If no notice is received by Company within sixty (60) days after a bill has been rendered to the Customer, the billing will be considered correct and binding. Bills disputed by a Customer shall be handled as set out in this Tariff.

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2.0 RULES AND REGULATIONS (CONT'D)

2.6 Payment and Service Cancellation (Cont'd)

2.6.1 Billing and Payment of Charges (Cont'd)

E. Initial billing for set-up and installation charges or monthly service fees will be billed with the first month's billing and will not commence for any new Customer until the Customer has actually been placed in service.

F. Billing for partial months will be pro-rated based on the actual number of days service is provided as compared to the total number of days in that month.

2.6.2 Taxes

A. Sales, Use and Excise Taxes

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

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2.0 RULES AND REGULATIONS (CONT'D)

2.6 Payment and Service Cancellation (Continued)

2.6.3 Cancellation of Service by Customer

A. Unless otherwise agreed upon between Company and Customer, the Customer may cancel an order for Service by giving notice to Company on or before the day prior to the day Service is scheduled to commence; provided, however, that in the event of any such cancellation prior to commencement of Service, Customer shall pay the installation charges for the Service and the monthly recurring charges for the first month of Service.

B. The Customer may cancel Service at any time after Service commences by giving Company at least 30 days prior written notice, unless the Customer's Service agreement with Company requires a minimum term. A termination fee may apply pursuant to the Customer's service agreement. A Reconnection Fee will apply if the Customer requests that Service be temporarily discontinued.

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2.0 RULES AND REGULATIONS (CONT'D)

2.6 Payment and Service Cancellation (Continued)

2.6.4 Cancellation or Discontinuance of Service by Company

A. The Company may immediately and without notice to the Customer, without liability of any nature, temporarily deny, terminate, or suspend Service to any Customer in the event such Customer or his agent or employee willfully damages company equipment; interferes with use of Company's Service by other Customers of Company; unreasonably places capacity demands upon Company's facilities or Service; or violates any statute or provision of law, or any rule or regulation of any state or federal regulatory agency relating to communications, or otherwise fails to comply with the provisions of this Tariff, and/or pertinent contract, or applicable law.

B. In the event the Customer is the subject of any voluntary or involuntary petition or proceeding in bankruptcy, seeks protection or relief from creditors in a bankruptcy court, or executes an assignment for the benefit of creditors; or in the event of nonpayment of any bill rendered by the Company, or the non-payment of any required deposit, the Company may terminate Service two days after written notice is delivered to the Customer or its authorized agent, or five days after such notice is mailed by first class mail to the Customer or his authorized agent. In the case of non-payment of any bill or deposit, Service need not be restored until the bill rendered or the required deposit has been paid; provided, however, that in the case of any Customer capable of obtaining access to local exchange service only through the Company's system, local service may not be terminated until ten days after delivery of written notice or thirteen days after mailing written notice by first class mail.

C. In the event of the nonpayment of any bill rendered by the Carrier, or the non-payment of any required deposit, the Carrier may terminate Service in accordance with 2.6.1C.

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2.0 RULES AND REGULATIONS (CONT'D)

2.6 Payment and Service Cancellation (Continued)

2.6.4 Cancellation or Discontinuance of Service by Company (Cont'd)

D. In the event that, prior to the expiration of the service term, Customer terminates Service as provided elsewhere in the Tariff or in the event that the delivery of Service is terminated by Company pursuant to the terms of this Tariff, Customer shall pay a termination charge equal to the sum of the monthly recurring charges that would have been incurred for the Service through the end of the service term including the monthly recurring costs associated with any third party service provided to Customer by Company.

2.6.5 Reconnection Fee

A. A Reconnection Fee will apply whenever a Customer requests to be reconnected to the Service after Company has temporarily or permanently suspended or discontinued Service to Customer for any reason allowed by this Tariff. In addition to the reconnection fee, Customer shall make payment of all outstanding arrearages prior to resumption of Service by Company.

B. Reconnection Schedule

Company will exercise commercially reasonable efforts to timely resume Service to Customer upon Customer's payment of all arrearages and the Reconnection Fee. However, the timing of resumption of any disconnected Service is not guaranteed and may be delayed based on the availability of capacity on Company's network and the reconnection of any third party service necessary for the resumption of Service to Customer.

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2.0 RULES AND REGULATIONS (CONT'D)

2.7 Liabilities of the Company

The Company's liability for Claims shall be governed by the following terms and conditions:

2.7.1 Exclusion of Liability. The terms of this Section shall apply notwithstanding the failure of any exclusive remedy. Company shall not be liable for Claims made against it:

A. Due to the fault or negligence of the Customer or any End User of Service, or the failure or malfunction of equipment or facilities provided by Customer, any End User or Customer's vendor or supplier; or for any Claims made by persons or entities who are not the Customer; or

B. Due to the acts or omissions of any entity furnishing telecommunications service or equipment to Company or to Customer, that is used with the Service Company offers; or

C. Due to conditions beyond the reasonable control of Company, including but not limited to, acts of God or nature, fire, flood, damage to telecommunications cables or equipment, or other catastrophes; any law, order, regulation, direction, action, delay or request of any governmental entity claiming jurisdiction over Company or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of the federal, state or local governments, or any civil or military authority; and national emergencies, insurrections, riots, wars, unavailability of rights of way, fiber cuts, permits or materials, strikes, lock-outs, work stoppages or other labor difficulties; or

D. For any indirect, incidental, consequential, reliance, special, lost revenue, lost savings, lost profits, or exemplary or punitive damages, regardless of the form of action, whether in contract, tort, negligence of any kind whether active or passive, strict liability or otherwise; or

E. For any arbitration, action or proceeding against the Company that is commenced more than one year after the Service was rendered or was to have been rendered by Company.

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2.0 RULES AND REGULATIONS (CONT'D)

2.7 Liabilities of the Company (Continued)

2.7.2 LIMITATION OF WARRANTIES.

COMPANY MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE OR FACILITIES PROVIDED BY COMPANY OR ANY THIRD PARTY PROVIDERS WHOSE SERVICE WERE ARRANGED FOR AND PROVIDED TO CUSTOMER BY COMPANY AND COMPANY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.7.3 Limitation of Liability and Remedies

Company's liability for all Claims shall be limited to a credit calculated in accordance with the Commission's out-of-service credit rules, if any. Except with respect to such out-of-service credits, Customer's sole remedy for all Claims against Company by Customer shall be limited to the repair or replacement of the Service or Company facilities affected, subject to the Company's additional right to withdraw or terminate Service as set forth in this Tariff.

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2.0 RULES AND REGULATIONS (CONT'D)

2.7 Liabilities of the Company (Continued)

2.7.4 Limitation of Damages

If Company has any liability that is not excluded or limited above, Company's entire liability for such Claims regardless of the form of action (including contract, tort, strict liability or otherwise) shall be limited to the following:

A. For damages to real or tangible personal property, Company's liability shall be limited to proven direct damages;

B. For bodily injury to or death of any person, Company's liability shall be limited to the proven general and special damages;

C. Except as provided above in this Limitation of Damages Subsection, Company's aggregate liability for any delayed installation of Company facilities or commencement of Service shall be limited to proven direct damages in an amount not to exceed One Hundred Dollars ($100.00);

D. Except as provided above in this Limitation of Damages Subsection, Company's aggregate liability for any other claims shall be limited to proven direct damages in an amount not to exceed the total of all payments made by the Customer to the Company within the twelve month period prior to the date the Claim arose.

2.8 Indemnity

The Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the Service, against any claim, loss or damage arising from the use or inability to use the Service furnished under this Tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's Service; patent infringement claims arising from combining or connecting the Service offered by the Company with apparatus and systems of the Customer or others; and all other claims arising out of any act or omission of the Customer or others, in connection with any Service provided by the Company pursuant to this Tariff.

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2.0 RULES AND REGULATIONS (CONT'D)

2.9 Full Force and Effect

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

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2.0 RULES AND REGULATIONS (CONT'D)

2.10 Interruptions in Service (Continued)

2.10.1 Interruptions in Service will be credited to Customer for the part of the Service that the interruption affects, as provided for in the Customer's agreement for private line service, provided that no credit is allowed for the following:

A. Any continuous period of less than four (4) hours, provided that two (2) or more Service interruptions of the same type to the same line/equipment of four (4) hours or more during any one twenty-four (24) hour period shall be considered one (1) interruption.

B. Interruptions caused by Customer;

C. Interruptions due to failure of power, equipment or facilities provided by the Customer or persons or entities other than Company;

D. Any period in which Company is not given access to the Service

E. Any period of scheduled maintenance and repair, tests, adjustments and inspections as may be necessary to maintain Company's equipment and facilities in satisfactory operating condition;

F. Interruptions due to the non-compliance by the Customer with the provisions of this Tariff or the Tariff of other common carriers providing Service connected to the Service of Company; and

G. Interruptions caused by any failure of performance or equipment due to causes beyond Company's control, including but not limited to: acts of God or nature, fire, flood, damage to telecommunications cables or equipment, or other catastrophes; any law, order, regulation, direction, action, delay or request of any governmental entity claiming jurisdiction over Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of the federal, state or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages or other labor difficulties.

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2.0 RULES AND REGULATIONS (CONT'D)

2.10 Interruptions in Service (Continued)

2.10.2 Every month shall be considered to have thirty (30) days for the purposes of computing a credit for a Service interruption to which the Customer is entitled under this Tariff.

2.10.3 A Customer is entitled to an interruption in Service credit upon request for any period during which Service provided to the Customer is out of service, except as specified in this Section or in the Customer's agreement. Out of service conditions are defined as complete loss of the ability to originate or receive a communication through the Service. An interruption period begins when the Customer reports a malfunction in Service to Company. The malfunction period ends when the affected line and/or equipment is fully operative.

2.10.4 The Company will follow the Commission's rules in the case of a major outage and/or service interruption, including the Commission's out-of-service credit rules, if any.

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2.0 RULES AND REGULATIONS (CONT'D)

2.11 EMERGENCY/CRISIS/DISASTER RESTORATION AND PROVISIONING - TELECOMMUNICATIONS SERVICE PRIORITY

1. General

a. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

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2.0 RULES AND REGULATIONS (CONT'D)

2.11 EMERGENCY/CRISIS/DISASTER RESTORATION AND PROVISIONING - TELECOMMUNICATIONS SERVICE PRIORITY (CONT'D)

1. General (Cont'd)

b. The TSP program has two components, restoration and provisioning.

i. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.

ii. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

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2.0 RULES AND REGULATIONS (CONT'D)

2.11 EMERGENCY/CRISIS/DISASTER RESTORATION AND PROVISIONING - TELECOMMUNICATIONS SERVICE PRIORITY (CONT'D)

2a. TSP Request Process - Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

a determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.

1. National Security Leadership

2. National Security Posture and U.S. Population Attack Warning

3. Public Health, Safety, and Maintenance of Law and Order

4. Public Welfare and Maintenance of National Economic Posture

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2.0 RULES AND REGULATIONS (CONT'D)

2.11 EMERGENCY/CRISIS/DISASTER RESTORATION AND PROVISIONING - TELECOMMUNICATIONS SERVICE PRIORITY (CONT'D)

2a. TSP Request Process - Restoration (Cont'd)

b. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.

c. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (http://tsp. ncs.gov/).

d. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (http://tsp.ncs.gov/), for information on identifying a sponsor for TSP requests.

e Submit the SF 315 to the OPT.

f. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

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2.0 RULES AND REGULATIONS (CONT'D)

2.11 EMERGENCY/CRISIS/DISASTER RESTORATION AND PROVISIONING - TELECOMMUNICATIONS SERVICE PRIORITY (CONT'D)

2b. TSP Request Process - Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2a. above for restoration priority assignment except for the following differences. The user should:

a. Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2a(a) above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

b Verify that the Company cannot meet the service due date without a TSP assignment.

c. Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

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2.0 RULES AND REGULATIONS (CONT'D)

2.11 EMERGENCY/CRISIS/DISASTER RESTORATION AND PROVISIONING - TELECOMMUNICATIONS SERVICE PRIORITY (CONT'D)

3. Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

a. Identify telecommunications services requiring priority.

b. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).

c. Accept TSP services by the service due dates.

d. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.

e. Pay the Company any authorized costs associated with priority services.

f. Report to the Company any failed or unusable services with priority levels.

g. Designate a 24-hour point of contact for each TSP request and apprise the OPT.

h. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

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2.0 RULES AND REGULATIONS (CONT'D)

2.11 EMERGENCY/CRISIS/DISASTER RESTORATION AND PROVISIONING - TELECOMMUNICATIONS SERVICE PRIORITY (CONT'D)

4. Responsibilities of the Company

The Company will perform the following:

a. Provide TSP service only after receipt of a TSP authorization code.

b. Revoke TSP services at the direction of the end-user or OPT.

c. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).

d. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.

e. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.

f. Confirm completion of TSP service order activity to the OPT.

g. Participate in reconciliation of TSP information at the request of the OPT.

h. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.

i. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.

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2.0 RULES AND REGULATIONS (CONT'D)

2.11 EMERGENCY/CRISIS/DISASTER RESTORATION AND PROVISIONING - TELECOMMUNICATIONS SERVICE PRIORITY (CONT'D)

4. Responsibilities of the Company (Cont'd)

j. Assist in ensuring that priority level assignments of NS/EP services are accurately identified 'end-to-end' by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.

k. Disclose content of the NS/EP TSP database only as may be required by law.

l. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

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2.0 RULES AND REGULATIONS (CONT'D)

2.12 Disputed Bills

2.12.1 The Customer shall promptly notify Company's Customer Support Department of any disputed items on a bill. If no notice is received within sixty (60) days of receipt of the bill, the bill shall be considered correct and binding upon the Customer.

2.12.2 The date of the dispute shall be the date Company receives sufficient documentation to enable it to investigate the dispute.

2.12.3 The date of the resolution is the date Company completes its investigation and attempts to notify the Customer of the disposition of the dispute.

2.12.4 Company will promptly investigate any complaint or dispute received by a Customer and will report the result of that investigation to the Customer. When circumstances indicate the need for corrective action, Company will take such action as soon as reasonably possible.

2.12.5 Company shall ensure that personnel engaged in initial contact with a dissatisfied or complaining Customer shall inform the Customer that if dissatisfied with the decision or the explanation provided, the Customer may have the problem considered and acted upon by supervisory personnel.

2.13 Temporary Service

Conditions precedent to rendering temporary Service, special arrangements, unique relationships or Service to speculative projects will be developed on an Individual Case Basis. Company will not provide temporary Service or Service to speculative projects unless in its judgment such Service provision is consistent with the best interests of Company and its customers.

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2.0 RULES AND REGULATIONS (CONT'D)

2.14 Service Connections and Facilities

2.14.1 Provision of Equipment and Facilities

A. Title to all Company facilities provided in accordance with this Tariff remains with Company, or its agents or subcontractors. The Customer shall not have, nor shall it assert any right, title or interest in any Company facilities and associated equipment provided by Company hereunder.

B. Company undertakes to use reasonable efforts to maintain only Company facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, restrict Company's access to, rearrange, disconnect, remove, attempt to repair or otherwise tamper with any Company facilities or equipment installed by Company, except upon the written consent of Company or as allowed by law.

C. Any equipment Company provides or installs at the Customer's Premises for use in connection with the Company's Service shall not be used for any purpose other than that for which Company provided the equipment.

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2.0 RULES AND REGULATIONS (CONT'D)

2.14 Service Connections and Facilities (Continued)

2.14.1 Provision of Equipment and Facilities (Continued)

D. Unless otherwise agreed upon between Company and Customer, Company shall not be responsible for the installation, operation, repair or maintenance of any Customer-provided communications equipment. Customer may connect such equipment to Company facilities or equipment furnished pursuant to this Tariff as provided in this Tariff, as allowed by law, or with Company's consent. Unless otherwise specified in this Tariff or in an agreement between Company and Customer, Company will not be responsible for the maintenance, repair and operation of such Customer-provided equipment, and Company will not be responsible for:

1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or

2. The reception of signals by Customer-provided equipment.

E. The Customer is responsible for ensuring that Customer-provided equipment and facilities connected to Company equipment and facilities are compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided facilities and equipment by the connection, operation or maintenance of such equipment and facilities shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or to other persons. Customer will submit to Company, upon request, a complete manufacturer's specification page for each item of equipment that is not provided by Company and which shall be attached to Company's equipment or facilities. Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's equipment or facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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2.0 RULES AND REGULATIONS (CONT'D)

2.14 Service Connections and Facilities (Continued)

2.14.1 Provision of Equipment and Facilities (Continued)

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

2.14.2 Customer Premises

Customer shall provide, without cost to Company, all equipment, space, conduit and electric power required to terminate the Service at the Customer's Premises. The Customer shall arrange for the Company, or other carriers as required, to have access to the Customer's Premises at all reasonable times for purposes of Service installation, termination, inspection and repair. Customer shall be solely responsible for any damage to, or loss of, Company facilities or equipment, including inside wire, while on the Premises of Customer, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

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2.0 RULES AND REGULATIONS (CONT'D)

2.14 Service Connections and Facilities (Continued)

2.14.3 Shortage of Equipment or Facilities

A. Company's acceptance of orders for Service and reconnection of any Service pursuant to §2.6 is subject to the availability of adequate Company facilities and equipment to provide the Service as ordered. Company reserves the right to reject an order or cancel an accepted order for Service without liability if there are inadequate Company facilities or equipment available to provide the Service.

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

C. The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary Company facilities and is limited to the capacity of Company facilities, as well as facilities Company may obtain from other carriers to furnish Service.

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2.0 RULES AND REGULATIONS (CONT'D)

2.14 Service Connections and Facilities (Continued)

2.14.4 Interconnection

A. Service furnished by Company may be interconnected with Service or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface equipment or facilities necessary to achieve compatibility between the Company facilities and other carriers shall be provided at the Customer's expense. However, Service furnished by Company is not part of a joint undertaking with any other provider.

B. Interconnection with the facilities or Service of other carriers shall be subject to the applicable terms and conditions of this Tariff and the other carriers' tariffs, if any. The Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with the other companies' facilities, including, without limitation, all licenses, permits, right-of-way and other arrangements necessary for such interconnection.

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2.0 RULES AND REGULATIONS (CONT'D)

2.14 Service Connections and Facilities (Continued)

2.14.5 Prohibited Uses

A. The Service Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.

B. Company may, without obtaining any further consent from the Customer, assign any rights, privileges or obligations under this Tariff. The Customer shall not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer or in any other manner dispose of, any of its rights, privileges or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.

C. Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

D. A Customer may not use the Service so as to interfere with or impair Service over any Company facilities and associated equipment, or so as to impair the privacy of any communications over such Company facilities and associated equipment.

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2.0 RULES AND REGULATIONS (CONT'D)

2.14 Service Connections and Facilities (Continued)

2.14.6 Non-Standard Situations

At the Customer's request and the acceptance by Company, at Company's sole discretion, installation and/or maintenance may be performed outside Company's regular business hours, on an expedited basis, in hazardous locations, or in other non-standard situations. In such cases, charges will be arranged on an individual case basis (ICB). If installation is started during regular business hours but, at the Customer's request and Company's acceptance, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply.

2.15 Service Provided by Other Carriers

Company shall have no responsibility with respect to billings, charges or disputes related to Service used by the Customer or End User which are not included in the Service herein. The Customer or End User shall be fully responsible for the payment of any bills for such Service and for the resolution of any disputes or discrepancies with other Carriers.

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2.0 RULES AND REGULATIONS (CONT'D)

2.16 Governmental Authorizations

The provision of Company's Service is subject to, and contingent upon, Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Service into conformance with any rules, regulations, orders, decisions or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives. Company's obligation to provide Service hereunder will terminate if any required governmental authorization or grant is withdrawn, revoked or otherwise terminated.

2.17 Temporary Promotional Programs

The Company may establish temporary promotional programs, wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a Service not previously received by the Customer. The specific terms of each such promotional program shall be filed with the Commission as part of Company's flexible rate schedule at least three days prior to its effective date.

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2.0 RULES AND REGULATIONS (CONT'D)

2.18 Interconnection

Interconnection with the facilities or service of other carriers shall be under the terms and conditions as mutually agreed between the parties, or as ordered by the Commission. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications systems with the other carrier's facilities. The Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection. Any special interface equipment of facilities necessary to achieve compatibility between the facilities of the Company and other participating carriers shall be provided at the Customer's expense.

2.19 Application for Service

Application for Service may be made verbally or in writing. The name(s) of the Customer(s) desiring to use the Service must be set forth in the application for Service. Company will have no obligation to provide Service until and unless Customer's authorized representative duly executes appropriate documentation.

2.20 Deposits

Deposits may be required when, in the sole judgment of the Company, security is required to assure payment by the Customer of projected billing. Deposits shall be limited to two months charges as estimated by the Company.

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3.0 SERVICE AND RATES

3.1. Private Line Service

a. Rates and mileage for private line DS-0, DS-1, DS-3 and higher capacity Service, when available, for recurring and non-recurring rate elements, shall be set forth in individual contracts with Customers. Such contracts may contain volume and term commitments and/or discounts, and may contain provisions governing termination of Service prior to expiration of contracts. Relevant summaries of such contracts shall be reported as required to the Commission. All private line Service will be available on the same terms and conditions to all similarly situated Customers.

b. Unless otherwise specified in such individual contracts, the rules, regulations, terms and conditions set forth in this tariff shall be incorporated into, and shall be an integral part of, said individual contracts. In the event of any conflict between the terms of this tariff and the terms of an individually negotiated contract between Customer and Company, the terms of the individually negotiated contract shall prevail.

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