

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO INTEREXCHANGE COMMUNICATIONS SERVICES
WITHIN THE STATE OF INDIANA

Issued: November 22, 2005

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Issued by: Lawrence A. Oskielunas, Chief Operating Officer
Airdis Telecom
246 E. Janata Blvd, Suite 262
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CHECK SHEET

The sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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Explanation of Symbols

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

- C To signify changed regulation.
- D To signify discontinued rate or regulation.
- I To signify increased rate.
- M To signify material relocated from one page to another without change.
- N To signify new rate, regulation or text.
- R To signify reduced rate.
- S To signify reissued material.
- T To signify a change in text, but no change in rate or regulation.

Tariff Format

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.

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Tariff Format (Cont'd)

- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1. (a).
 - 2.1.1.A.1.(a).l.
 - 2.1.1.A.1.(a).l.(i).
 - 2.1.1.A.1.(a).l.(i).(1).
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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Application of Tariff

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate interexchange telecommunications services by Airdis Telecom within the State of Indiana. The services offered under this tariff are available only to the extent that suitable facilities permit, and services provided hereunder are used by the Customer for the purpose of originating and terminating intrastate communications between points with the State of Indiana.

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Section 1 - Definitions

Certain terms used generally throughout this tariff are defined below.

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

Authorized User: A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the carrier's service.

Communications Services: The Company's intrastate toll switched telephone services offered for both intraLATA and interLATA use.

Commission: Refers to the Indiana Utility Regulatory Commission.

Company or Airdis: Airdis Telecom, the issuer of this tariff.

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

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Holiday: New Years Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Joint User: A person, firm or corporation who/which is designated by the Customer as a user of services furnished to the Customer by Airdis Telecom and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

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

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Section 1 – Definitions (Cont'd)

Measured Charge: A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

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

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

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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Section 2 - Regulations

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish intrastate interexchange telecommunications service pursuant to the terms of this tariff in connection with one-way and/or two-way voice, data and other types of transmissions between points within the State.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company's network in order to originate or terminate its own services, or to communicate with its own customers.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein, or (d) to obtain and retain, without unreasonable expense, suitable network services from wholesale network suppliers for the purposes of reselling services to the customer.

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Section 2 - Regulations (Cont' d)

2.1 Undertaking of the Company (Cont' d)

2.1.2 Shortage of Equipment or Facilities

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

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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Section 2 - Regulations (Cont' d)

2.1 Undertaking of the Company (Cont' d)

2.1.3 Terms and Conditions

2.1.3.1 Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

2.1.3.2 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.

2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

2.1.3.4 In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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Section 2 - Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

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

- (a) the Customer is using the service in violation of this tariff; or
- (b) the Customer is using the service in violation of the law.

2.1.3.6 This tariff shall be interpreted and governed by the laws of the State of Indiana without regard for its choice of laws provision.

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Section 2 - Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

2.1.4.1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.1.4.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including State and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, State, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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Section 2 – Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities, or equipment or services used for, with, or in connection to the services the Company offers.

2.1.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

2.1.4.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4.5 as a condition precedent to such installations.

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Section 2 - Regulations (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.4 Liability of the Company (Cont'd)

2.1.4.6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

2.1.4.7 The Company is not liable for any claims for loss or damages involving:

- (a) Breach in the privacy or security of communications transmitted over the Company's facilities;
- (b) Injury to property or injury or death to persons, including claims for payments made under Workmen's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
- (c) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
- (d) Any act or omission in connection with the provision of 911, E911 or similar services of an emergency or related service;
- (e) Any noncompletion of calls due to network busy conditions.
- (f) Any data lost in the transmission of data across a telecommunications network (e.g. packet loss).

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Section 2 - Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.8 The Company shall be indemnified, defended, and held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

- (a) The Company shall be indemnified, defended and held harmless by the Customer, end user or third party from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

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Section 2 - Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.8 (Cont'd)

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

- (c) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or similar related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

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Section 2 - Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.8 (Cont'd)

(d) Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

2.1.4.9 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

2.1.4.10 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.1.4.11 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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Section 2 - Regulations (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.5 Notification of Service-Affecting Activities

The Company will attempt to reasonably provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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Section 2 - Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

- 2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.1.6.2 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.1.6.3 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- 2.1.6.4 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 2.1.6.5 The Company may change underlying carriers at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

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Section 2 - Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

2.1.6.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.1.6.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- (a) The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (b) The reception of signals by Customer-provided equipment.

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Section 2 - Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.7 Non-Routine Installation

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

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Section 2 - Regulations (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.8 Special Construction

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

- (a) Where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (b) Of a type other than that which the Company would normally utilize in the furnishing of its services;
- (c) Over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) In a quantity greater than that which the Company would normally construct;
- (e) On an expedited basis;
- (f) On a temporary basis until permanent facilities are available;
- (g) Involving abnormal costs;
- (h) In advance of its normal construction; or
- (i) In which suppliers not normally utilized by the Company must be engaged.

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Section 2 - Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.9 Ownership of Facilities

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

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Section 2 - Regulations (Cont'd)2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4 A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.
- 2.2.5 The service the Company offers shall not be used to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others.
- 2.2.6 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

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Section 2 - Regulations (Cont'd)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (a) The payment of all applicable charges pursuant to this tariff;
- (b) Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (c) Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of telecommunication facilities, including but not limited to fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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Section 2 - Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.1 General (Cont'd)

- (e) Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (f) Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(d); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (g) Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and

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Section 2 - Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- (h) Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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Section 2 – Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invites of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invites; or
- (b) Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and Company.

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Section 2 – Regulations (Cont'd)2.4 Customer Equipment and Channels2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals or data transmission, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication or data transmission except as specifically stated in this tariff.

2.4.2 Station Equipment

2.4.2.1 Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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Section 2 - Regulations (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

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

2.4.3.2 Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4.3.3 Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

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Section 2 - Regulations (Cont'd)2.4 Customer Equipment and Channels (Cont'd)2.4.4 Inspections

- 2.4.4.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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Section 2 - Regulations (Cont'd)2.5 Payment Arrangements2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons. Customers will either be billed directly by the Company or its intermediary, or charges will be included in the customers' regular telephone bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company. When billing functions on behalf of the Company are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.5.2 Billing and Collection of Charges

2.5.2.1 Charges are due and payable within 20 days after the date an invoice is mailed to the Customer by the Company. Customers should mail payments to the Company at the following address: Airdis Telecom, 246 E. Janata Blvd., Suite 262, Lombard, IL 60148.

2.5.2.2 With the Company's approval, the Customer may elect to make payments to the Company for charges for facilities and services furnished by the Company using the following credit/debit cards: Visa, MasterCard, American Express or Discover. .

2.5.2.3 With the Company's approval, the Customer may elect to allow the Company to make automatic payment deductions from the Customer's designated savings account or checking account for charges for facilities and services furnished by the Company.

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Section 2 - Regulations (Cont'd)2.5 Payment Arrangements (Cont'd)2.5.2 Billing and Collection of Charges (Cont'd)

- 2.5.2.4 Recurring Charges are invoiced at the beginning of the month for service during the month. Charges for usage are invoiced at the beginning of the month for the previous month's usage. Payment is due within 20 days.
- 2.5.2.5 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- 2.5.2.6 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- 2.5.2.7 If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment charge may be added at the Company's discretion to the delinquent amount due to the Company, in the amount of the greater of \$3.00 or 1.5% of the past due amount.
- 2.5.2.8 The Company may offer, with the Customer's approval, to accept electronic transmission of the Customer's invoice in lieu of a paper copy. The Company may offer a discount or reduction of the Customer's typical monthly charges for acceptance of electronic invoicing.

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Section 2 - Regulations (Cont'd)2.5 Payment Arrangements (Cont'd)2.5.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's recurring and average or estimated usage charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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Section 2 - Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.4 Deposits

2.5.4.1 To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with the Rules of the Indiana Utility Regulatory Commission, Indiana Administrative Code, Chapter 170, Article 7, Rule 1.1-15. 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:

- (a) Two month's recurring and average or estimated usage charges for a service or facility which has a minimum payment period of one month; or
- (b) The charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

2.5.4.2 A deposit may be required in addition to an advance payment.

2.5.4.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company will return the deposit or credit it to the Customer's account.

2.5.4.4 Deposits held will accrue interest at a rate specified by the Commission.

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Section 2 - Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service

- 2.5.5.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- 2.5.5.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.5.5.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

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Section 2 - Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service (Cont'd)

2.5.5.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

2.5.5.5 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

2.5.5.6 Upon the Company's discontinuance of service to the Customer under this regulation, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable. This amount will include expenses that would be incurred by the Company from its network service suppliers.

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Section 2 - Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Cancellation of Application for Service

- 2.5.6.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.5.6.2 Where, prior to cancellation by the Customer, the Company incurs expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- 2.5.6.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- 2.5.6.4 The special charges described in 2.5.6.1 through 2.5.6.3 will be calculated and applied on a case-by-case basis.

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Section 2 - Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.7 Changes in Service Requested

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

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Section 2 - Regulations (Cont'd)2.5 Payment Arrangements (Cont'd)2.5.8 Taxes

If a municipality or political subdivision collects or receives any payment or payments or any telephone service without charge or at reduced rates from the Carrier for or by reason of the use of the streets, alleys or public places of a municipality or political subdivision or for or by reason of the operation of the Carrier's business or any portion or phase thereof in the municipality or political subdivision or by reason of an agreement between the municipality or political subdivision and the Carrier, whether such payments or such service be called a license, occupational, privilege, franchise or inspection tax or fee or otherwise, or whether in a lump sum, or at a flat rate, based on receipts or based on poles, wires, conduits or other facilities or otherwise, the aggregate amount of such payments and such service will be billed, insofar as practical, pro rata to the exchange customers within such municipality or political subdivision, provided, however, the foregoing shall not apply to any such payment or payments or to any such telephone service without charge or at reduced rates during the term of any agreements or arrangement now in effect.

2.5.9 Taxes on imposed on the Company or imposed on End Users for which the Company is required to collect will be passed through to End Users on their monthly invoice. These Taxes include but are not limited to those imposed by the Commission, the Indiana Department of Revenue (excise taxes), the Federal Communications Commission, and municipal and county taxing jurisdictions.

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Section 2 - Regulations (Cont'd)2.6 Allowances for Interruptions in Service

Interruptions in service, which are not due to the gross or willful negligence of the company, or which are not due to the noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

2.6.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.6.1.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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Section 2 - Regulations (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

2.6.1.3 A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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Section 2 - Regulations (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

2.6.1.3 (Cont'd)

Interruptions Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days' credit will be allowed for any one-month period.

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Section 2 - Regulations (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (b) Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (c) Interruptions due to the failure or malfunction of non-Company equipment;
- (d) Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- (g) Interruption of service due to circumstances or causes beyond the control of Company.

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Section 2 - Regulations (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 48 hours or more or cumulative service credits equaling 96 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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Section 2 - Regulations (Cont'd)2.7 Use of Customer's Service by Others2.7.1 Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or Commission regulations governing such resale or sharing. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.7.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services available for resale and sharing pursuant to this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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Section 2 - Regulations (Cont'd)

2.8 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.3 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonably incurred in connection with

- 1) All Non-Recurring charges reasonably expended by Company to establish service to Customer, plus
- 2) Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- 3) All Recurring Charges specified for the applicable service for the balance of the then current term.

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Section 2 - Regulations (Cont'd)

2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

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Section 2 - Regulations (Cont'd)

2.10 Notices and Communications

4.4.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

4.4.2 The Company shall designate on the Service Order an address, which is currently Airdis Telecom, 246 E. Janata Blvd, Suite 262 Lombard, IL 60148, to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill. Customers may also reach Carrier through its toll free telephone number, 1-877-724-7347 (877-7AIRDIS).

2.10.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.10.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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Section 2 - Regulations (Cont'd)2.11 Contested Charges

Any objection to billed charges should be promptly reported to the Company. Adjustments to customer's bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend, or other compensation on the amount overbilled.

The user may request, and Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)

If there is still a disagreement about the disputed amount after the investigation and review by a manager of the Company, the user, within seven (7) days following the date on which notification is mailed, may file an appropriate complaint with the Commission. The Commission's address is:

Indiana Utility Regulatory Commission
302 West Washington Street, Suite E306
Indianapolis, Indiana 46204
(317) 232-2701

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Section 3 – Application of Rates**3.1 Introduction**

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

3.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 3.2.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded up to the next whole unit.
- 3.2.2 Except as set forth in Sections 3.2.3 and 3.2.4, timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 3.2.3 For Collect Calls, timing begins when the called party accepts the responsibility for payment.
- 3.2.4 For Person-to-Person Calls (other than Collect), timing begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
- 3.2.5 Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.
- 3.2.6 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.2.7 All times refer to local times.

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Section 3 – Application of Rates (Cont'd)

3.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

- 3.3.1 Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines or data lines. The Rate Center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. Tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.

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Section 3 – Application of Rates (Cont'd)

3.3 Rates Based Upon Distance (Cont'd)

3.3.2 The airline distance between any two Rate Centers is determined as follows:

- a) Obtain the $\Delta V@$ (vertical) and $\Delta H@$ (horizontal) coordinates for each Rate Center from the above-referenced NECA tariff.
- b) Compute the difference between the $\Delta V@$ coordinates of the two Rate Centers; and the difference between the two $\Delta H@$ coordinates.
- c) Square each difference obtained in step (b) above.
- d) Add the square of the $\Delta V@$ difference and the square of the $\Delta H@$ difference obtained in step (c) above.
- e) Divide the sum of the squares by 10, Round to the next higher whole number if any fraction is obtained.
- f) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

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Section 3 – Application of Rates (Cont'd)

3.4 Time Periods for Rate Applicability

The following time periods apply to rates for all services unless stated to the contrary in Section 4, following.

- (a) Peak Rate Period - The Peak Rate Period is 7 AM to, but not including, 9 PM Monday through Friday.
- (b) Off Peak Rate Period - The Off Peak Rate Period is all hours except Peak and Holiday
- (c) Holidays - On Holidays, Off Peak Rates apply at all times, unless a lower rate would normally apply.
- (d) Calls which overlap rate periods will be charged according to the rates applicable to the time recorded in each period.

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Section 4 – Service Offerings4.1 Types of Services Offered

Carrier provides interexchange telecommunications services, including direct-dialed, message telecommunications services (MTS), Toll Free (8XX) service, and calling card services. AIRDIS TELECOM provides switched, telephonic-quality voice and data transmission services that enable Users to communicate on a real-time basis between points within local calling areas in the State, as well as ancillary services that facilitate the use or expand the capabilities of switched communications services. Services may be performed by resale of services provided by other telephone companies. Services are subject to availability in given service area locations.

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Section 4 – Service Offerings (Cont'd)4.2 Message Telecommunications Services MTS4.2.1 Description of Service

Message Telecommunications Services (MTS) consist of the furnishing of switched message telephone service between telephone stations located in the State. Such service is available twenty-four (24) hours a day, seven (7) days a week.

- 4.2.1.1 Dialed Domestic Message Telecommunications Services are measured use, full time services and are offered on a monthly basis, utilizing Intrastate, InterLATA and IntraLATA communications facilities. When appropriate access arrangements exist, these switched services are available on a pre-subscription (Equal Access) basis. In some cases, the Services require that a Customer access the Company's network via an alternative access code arrangement such as "950-XXXX" plus the Customer's security code, a toll-free "1-800" telephone number with the Customer's security code, or via 1-0-1-XXXX code with Customer security code.
- 4.2.1.2 Depending upon the service option chosen by the Customer, the charges for the use of such domestic Intrastate, InterLATA, and IntraLATA communications facilities may be based upon the time of day, the total minutes of use and/or the distance of each call.
- 4.2.1.3 All Customers shall be charged rates on a flat postal basis as identified in Section 4.2.2, 4.3.2, and 4.4.2.
- 4.2.1.4 Business Customers shall be charged contract term rates based on one of two programs, On-Net or Off-Net. On-Net rates are available when the Customer is directly connected on the Company's local loop. Off-Net rates are available when the Customer is connected to the Company's MTS services via the Local Exchange Carrier or Competitive Local Exchange Carrier.

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Section 4 – Service Offerings (Cont'd)

4.2 Message Telecommunications Services MTS (Cont'd)

4.2.2 Rates

(a) Recurring and Per Minute Charges

Residential and business calls are billed at 30 second minimum, with 6 second rounding of calls after the 30 second minimum. All calls are rounded to the next highest 6 second increment. The total charge of a call is carried to 3 decimal places, and rounded to the nearest cent. Calls for each line are added together and carried out to 2 decimal places, and rounded to the nearest cent. Business customers may obtain discounted rates for calls according to the term contracts set forth in Section 4.3.A. The following charges apply to all MTS calls completed by the Company:

Intrastate, IntraLATA & InterLATA MTS Rates

Residential Services: Recurring charge of \$9.99 and Usage Charge of \$0.10 Per Minute

Commercial Services: Recurring charge of \$9.99 and Usage Charge of \$0.10 Per Minute

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Section 4 – Service Offerings (Cont’d)

4.2 Message Telecommunications Services MTS (Cont’d)

4.2.2 Rates (Cont’d)

(b) Operator Service Surcharges

All operator assisted calls are subject to operator surcharges. These charges apply on a per call basis.

1.	Station to Station	
	Dial Calling Card Operator Assisted	\$ 2.00
	Operator Dialed Calling Card	\$ 2.00
	Person to Person Calling Card	\$ 5.00
2.	Person to Person	\$ 4.50
3.	Directory Assistance Operator Dialed	\$ 2.00
4.	Collect	\$ 2.10
5.	Billed to Third Party	\$ 4.00

The Operator Dialing (0-) Surcharge applies, in addition to other applicable surcharges, when the User requests that the operator dial the destination telephone number.

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Section 4 – Service Offerings (Cont'd)

4.2 Message Telecommunications Services (Cont'd)

4.2.2 Rates (Cont'd)

(c) Directory Assistance Calls

Intrastate directory assistance calls will be completed for MTS Users at a total charge of \$ 1.25 per call.

(d) Intentionally

Blank

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Section 4 – Service Offerings (Cont'd)

4.3 Toll Free 8XX Service

4.3.1 Description of Service

Toll Free 8XX Services is an inbound-only service which allows callers located in the United States to place toll-free calls to the Customer by dialing an assigned telephone number in the toll-free area code. Calls are terminated to the Customer's local exchange telephone service.

4.3.2 Rates

Residential and Business calls are billed an 30 second minimum, with 6 second rounding of calls after the 30 second minimum. All calls are rounded to the next highest 6 second increment. The total charge of a call is carried to 3 decimal places, and rounded to the nearest cent. Calls for each line are added together and carried out to 2 decimal places, and rounded to the nearest cent. Business customers may obtain discounted rates for calls according to the term contracts as set forth in Section 4.3.A. The following charges apply to all Toll Free 8XX Services provided by the Company:

Intrastate, IntraLATA & InterLATA Toll Free Recurring and Usage Rates

Residential 8XX Services: Recurring	\$9.99 Charge and \$0.11 Per Minute
Commercial 8XX Services: Recurring	\$9.99 Charge and \$0.11 Per Minute
Toll-free Blocking/Routing Charges	\$ 10.00 Non-Recurring Charge
Toll-free Directory Listing	\$ 50.00/month and \$35.00 NRC
Three Day Expedite Set-Up Fee	\$ 50.00 NRC
Change or Cancel Fee	\$ 40.00 NRC

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Section 4 – Service Offerings (Cont’d)

4.4 Calling Card Service

4.4.1 Description of Service

Calling Card Service permits Customers, which have arranged for a Company-issued calling card to make calling card calls throughout the domestic United States through the use of a specific "1-8XX" telephone number provided by the Company. See Section 4.4.2, herein for rates.

4.4.2 Rates

Residential and Business domestic-to-domestic calls are billed a 30 second minimum, with 6 second for each additional increment. All calls are rounded to the next highest 6 second increment. The total charge of a call is carried to 3 decimal places, and rounded to the nearest cent. Calls for each line are added together and carried out to 2 decimal places, and rounded to the nearest cent. Business customers may obtain discounted rates for calls according to the term contract percentages set forth below. The following charges apply to all Calling Card services provided by the Company:

Residential

Usage Rate Intrastate, InterLATA & IntraLATA	\$0.25/min
Per Call Surcharge	
Operator dialed station to station	\$2.00
Directory Assistance	
Per Call Surcharge	\$2.00
Call Completion	\$1.25

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Section 4 – Service Offerings (Cont'd)

4.4 Calling Card Service (Cont'd)

4.4.2 Rates (Cont'd)

Business

Usage Rate Intrastate, InterLATA & IntraLATA

Month-to-month	\$0.25/min
Business Contract Rates	<u>Discounted Rate</u>
1 Year Term Contract	\$0.20/min
2 Year Term Contract	\$0.185/min
3 Year Term Contract	\$0.175/min
Per Call Surcharge	
Operator dialed station to station	\$2.00
Directory Assistance	
Per Call Surcharge	\$2.00
Call Completion	\$1.25

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4.5 Special Services

4.5.1 Special services are offered subject to availability. These services are:

Integrated Voice and Data service
Primary Rate Interface high capacity voice service
Point to Point Leased Line service

4.5.2 Rates

Rates for Special services are determined on an individual case basis taking into account service costs and availability. Similar rates will be made available to similarly situated Customers in substantially similar circumstances. Rates will be offered only under contractual agreements (see section 4.6)

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Section 4 – Service Offerings (Cont'd)4.6 Customer Specific Contracts

The Company may provide any of the services offered under this tariff, or combinations of services, on a contractual basis to Customers who commit to use specific minimum volumes of service, to use the service for a specific term, or both. The terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

4.6.1 Integrated voice and data service, Primary Rate Interface high capacity voice service, and point to point leased line services will be provided where services are available. Prices for these services will be made on a contractual basis with the terms and conditions subject to the agreement of both the Customer and the Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances.

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Section 5 – Promotional Offerings

5.1 Introduction

The Company may offer promotional rates for MTS usage, Toll Free 8XX services, Calling Card services, Integrated data and voice services, high capacity voice services such as Primary Rate Interface, and point to point leased line services based upon term or volume discounts. Directory assistance services, operator services, and international calls are not included in computing, nor are they eligible for, discounts. Taxes and other surcharges are applied after application of discounts. The Company may offer promotional discount plans to either residential or business customers.

5.2 Current Promotions

5.2.1 Reserved for future use

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5.2.2 Reserved for future use

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Section 6 – Miscellaneous Charges

6.1 Late Payment Charge

Any charges accrued under this tariff that are not paid in full within the time provided by Section 2.5.2, preceding, will be subject to the following late payment charge:

The maximum of either 1.5% of the past due amount or \$3.00.

6.2 Uncollectible Check Charge

For any check returned to the Company due to insufficient funds, uncollected funds, or closed account:

\$ 15.00 per check returned.

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Section 6 – Miscellaneous Charges (Cont'd)

6.3 Reserved for Future Use

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Section 6 – Miscellaneous Charges (Cont'd)6.4 Payphone Surcharge

Pursuant to FCC regulations, the Company compensates payphone owners where certain calls originate at a payphone. A \$0.50 per call charge is applicable to calls that originate from any domestic payphone used to access the Company's services. This charge is applied in addition to standard tariffed usage charges and any applicable surcharges associated with the Company's services, and is not eligible to receive discounts or contribute to minimum usage requirements.

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