

RATES, TERMS AND CONDITIONS
RELATING TO THE PROVISION OF
LOCAL EXCHANGE SERVICES
IN THE STATE OF MICHIGAN

Issued: December 9, 1999

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange service by Global Crossing Telemanagement, Inc. ("the Company") in the calling areas defined herein.

The provision of local exchange services is subject to existing regulations and terms and conditions specified in this tariff and may be revised, added to or supplemented by superseding issues.

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EXPLANATION OF SYMBOLS

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

- C To indicate changed regulation.
- D To indicate discontinued rate or regulation.
- I To indicate increased rate.
- M To indicate a move in the location of text.
- N To indicate new rate or regulation.
- R To indicate reduced rate.
- T To indicate a change in text

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EXPLANATION OF TERMS

ADVANCE PAYMENT

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

AGENCY

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

AUTHORIZED USER

A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

ATTENDANT

An operator of a PBX console or telephone switchboard.

BUILDING

A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designed for permanent occupancy.

BUSINESS CUSTOMER

All customers not meeting definition of a residential customer.

CALL INITIATION

The point in time when the exchange network facility is initially allocated for the establishment of a specific call.

CALL TERMINATION

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The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

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EXPLANATION OF TERMS (cont'd)

CENTRAL OFFICE

An operating office of the incumbent local exchange company where connections are made between telephone exchange lines.

CUSTOMER

A person, firm, partnership, limited liability company, corporation, municipality, cooperative association or organization, governmental agency, or other entity receiving telecommunications services.

EMERGENCY

A situation that appears to present immediate danger to person or property.

EMERGENCY SERVICE (ENHANCED 911)

Allows customers to reach appropriate emergency services, including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Safety Answering Point (PSAP).

E911 SERVICE AREA

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

E911 CUSTOMER

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

ERROR

A discrepancy or unintentional deviation by the Company from what is correct or true. An "error" can also be an omission in records.

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EXPLANATION OF TERMS (cont'd)

EXCHANGE

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

EXCHANGE ACCESS LINE

A central office line furnished for direct or indirect access to the exchange system.

FINAL ACCOUNT

A customer's outstanding charges still owed to the Company.

HUNTING

A line feature which routes a call to an idle line in a prearranged group when the called telephone number is busy.

INVESTIGATIVE OR LAW ENFORCEMENT OFFICER

An officer of the United States, a state or a political subdivision of the United States which is empowered by law to investigate or make arrests for crimes related to communications, or an attorney authorized by law to prosecute those crimes.

LAST NUMBER REDIAL

Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

LATA

The local access and transport areas as defined in United States v. American Telephone and Telegraph Co., 569 F. Supp. 990 (D.D.C. 1983)

LOCAL CALL

A call which is not rated as a long distance call.

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EXPLANATION OF TERMS (cont'd)

LOCAL CALLING AREA

A geographic area encompassing 1 or more local communities as described in maps, tariffs, or rate schedules filed and approved by the commission.

LOCAL EXCHANGE CARRIER

A company that furnishes exchange telephone service.

LOCAL EXCHANGE SERVICE

The provision of an access line and usage within a local calling area for the transmission of high-quality 2-way interactive switched voice or data communication.

MOVE

The disconnection of existing service at one location and reconnection of the same service at a new location in the same building or in a different building on the same premises.

PBX

A private branch exchange.

PRESUBSCRIPTION

An arrangement whereby a Customer may select and designate to the Company an Exchange Carrier it wishes to access, without an access code, for completing intraLATA and interLATA toll calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC).

PRIVATE BRANCH EXCHANGE SERVICE

Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

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EXPLANATION OF TERMS (cont'd)

RATE CENTER

Company-designated service locations from which service is rendered or rated.

RECURRING CHARGES

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

RESIDENTIAL CUSTOMER

A person to whom telecommunication services are furnished predominantly for personal or domestic purposes at the person's dwelling.

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.

SERVING CENTRAL OFFICE

The central office from which local service is furnished.

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EXPLANATION OF TERMS (cont'd)

SPEED CALLING

Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer-changeable.

TELECOMMUNICATIONS RELAY SERVICE (TRS)

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT or vice versa. A customer will be able to access the state provider to complete such calls. See Section 1.21 for more details.

TELEPHONE CALL

A voice connection between two or more telephone stations through the public switched exchange system.

TERMINATION OF SERVICE

Discontinuance of both incoming and outgoing service.

TOLL BLOCKING

Allows end users to block direct-dialed long distance calls from their telephones.

TOLL SERVICE

The transmission of 2-way interactive switched communication between local calling areas. Toll service does not include individually negotiated contracts for similar telecommunication services or wide area telecommunication service.

USER

A customer or any other person authorized by a Customer to use service provided under this Tariff.

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1. Regulations

1.1 Undertaking of the Company

- A The Company undertakes to provide the services in this tariff on the terms and conditions and at the rates and charges set forth herein.
- B The Company is responsible under this tariff only for the services provided herein, and it assumes no responsibility for any service provided by any other entity. Customers may use services provided under this tariff to obtain access to services offered by other service providers.
- C The Company will provide a toll-free number giving Customers access to service personnel during regular business hours.
- D The Company will comply with any applicable quality of service requirements according to Michigan laws and rules.

1.2 Terms and Conditions

- A 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. The Customer will be required to execute any other documents as may be reasonably requested by the Company.
- B Service is provided for a minimum period of at least one month, 24 hours a day. A month is considered to have thirty days unless otherwise specified. At the expiration of the initial terms specified in each service order, or in any extension thereof, service shall continue on a month to month basis at the then current tariffed, month to month rates, unless terminated by the Customer. Any termination shall not relieve the 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.

1. Regulations (cont'd)

1.2 Terms and Conditions (cont'd)

- C This tariff shall be interpreted and governed by the laws of the State of Michigan without regard for the State's choice of laws provisions.
- D Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- E 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.
- F The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.
- G In response to a subpoena or investigation or other demand issued or authorized by a court or government agency, the Company shall provide customer records and related information without further notice.
- H Customer shall not connect any equipment to the Company's network or lines, except with at least ten (10) days prior written notice to the Company.

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1. Regulations (cont'd)

1.3 Notification of Service Affecting Activities

- A The Company will provide the Customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive 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-affecting activities. The Company will work cooperatively with the Customer to determine 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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1. Regulations (cont'd)

1.4 Provision of Services

A The Company will make reasonable efforts to make services available 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 any liability of the Company will be limited by Section 1.5 of this tariff.

B The Company shall use reasonable efforts to maintain the services that it furnishes to the Customer. The Customer may rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company. The Customer may not permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company.

C 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 the facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

D Customer shall not connect any equipment to the telecommunication system owned or managed by the Company except upon ten (10) days' prior written notice to the Company. Customer bears all responsibility in the event they utilize equipment not approved or authorized by the Company. Customer shall supply all electrical power and other utilities necessary to operate or use the services provided.

1. Regulations (cont'd)

1.4 Provision of Services (cont'd)

E 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. Beyond this responsibility, the Company shall not be responsible for:

- (i) the transmission of signals by Customer provided equipment or for the quality of, or defects in such transmission; or
- (ii) the reception of signals by Customer provided equipment; or
- (iii) network control signaling where such signaling is performed by Customer provided network control signaling equipment.

F 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.

1. Regulations (cont'd)

1.5 Liability of the Company

- A 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, other defects, or representations by the Company, or use of these services or damages 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 below. 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. In addition, all or a portion of the service may be provided over facilities of third parties, and the Company will not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by such third parties.
- B The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company' liability, if any, with regard to delayed installation of the Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 1.7.2, the Company's liability, if any, shall be limited as provided herein.

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1. Regulations (cont'd)

1.5 Liability of the Company (cont'd)

- C The Company shall be indemnified, defended and held harmless against any claim, loss or damage arising from the use of service offered under this tariff, involving:
- (i) claims for libel, slander, invasions of privacy or infringement of copyright arising from any communication;
 - (ii) claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
 - (iii) claims for loss of profit; or
 - (iv) all other claims arising out of any act or omission of others in the course of using services provided pursuant to this tariff.
- D The Company's failure to provide or maintain services under this Tariff shall be excused by labor difficulties, governmental orders, civil commissions, preemption of existing services to restore services in compliance with Part 64 , Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations, acts of God and other circumstances beyond the Company's control.

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1. Regulations (cont'd)

1.5 Liability of the Company (cont'd)

- E The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's exchange access lines. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 1.4 and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the company may, upon written notice, terminate the Customer's service without liability.
- F The Company shall not be liable for any action, such as blocking or shutting off service by the Company or the underlying carrier of all traffic to or from certain NPA-NXX's, certain countries, cities, or individual telephone stations for any service offered under this Tariff in order to control fraud or non-payment. For Business Customers, service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current. For Residential Customers, service will be restored as per R 484.386 of the Commission's Billing Standards for Basic Residential Telecommunication Service.
- G The failure to give notice of default, to enforce or insist upon compliance with any of the terms and conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer will not constitute the permanent waiver of any term or condition herein. Each of the provisions herein will remain at all time in full force and effect until modified in writing.

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1. Regulations (cont'd)

1.5 Liability of the Company (cont'd)

1.5.1 With Respect to Emergency Number 911 Service

- A This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any equipment and facilities furnishing this service.

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1. Regulations (cont'd)

1.5 Liability of the Company (cont'd)

1.5.2 With Respect to Directory Listings

- A In the absence of gross negligence or willful misconduct, and except for any allowances stated below, no liability for damages arising from errors or mistakes in or omissions of any directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.
- B An allowance for errors or mistakes in or omissions of any published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:
- (i) Free Listings: For free or non-charged published directory listings credit shall be given at the rate of one times the monthly tariff rate for an additional or charge listing affected for the life of the directory or the charge period during which the error, mistake or omission occurs.
 - (ii) Charge Listings: For each additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs
 - (iii) Operator Records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/20ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.

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1. Regulations (cont'd)

1.5 Liability of the Company (cont'd)

1.5.2 With Respect to Directory Listings (cont'd)

- (iv) Credit limitation: The total amount of the credit provided for the preceding paragraphs (i) and (ii) shall not exceed, on a monthly basis the total of the charges for each charge listing as specified in paragraph (ii), for the line or lines in question.
- (v) Definitions: As used in paragraphs (i), (ii) and (iii) above, the terms "error," "mistake," or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on a street or a community different from the one provided to the Company.
- (vi) Notice: Such allowances or credits as specified in paragraphs (i) and (ii) above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

1. Regulations (cont'd)

1.6 Directory Listings

- A The Company will, as a service to the Customer, arrange for listing of Customer's phone number in the local white pages telephone directories, such listing to consist of one line of standard type. The Company's liability with respect to directory listings is set forth in Section 1.5.2 preceding. Customer must contact its yellow pages representative concerning its advertising in yellow pages directories.
- B Upon termination of service, the listed directory number of Customer will be retained by the Company until such time as Customer's outstanding obligations to the Company have been paid, including any estimated final charges.
- C When a Customer with a nonpublished telephone number, as defined herein, places a call to Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.
- D In conjunction with a nonpublished telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of such telephone number, but will not be liable should such number be divulged.
- E The company shall not be liable for any act or omission concerning the implementation of presubscription as defined herein.

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1. Regulations (cont'd)

1.7 Interruptions in Service

A An interruption is deemed to have occurred when the Company's system is inoperative. If a Customer reports a facility, service or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

1.7.1 Temporary Suspension for Repairs

A The Company's underlying provider shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the Customer the least inconvenience. When the Company's services are being repaired or changed, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.

1.7.2 Credit Allowance for Interruptions

A Interruptions of twenty-four (24) hours or more, which are reported to or detected by the Company, and which are not due to the negligence or willful act of the Customer are credited to the Customer in accordance with the following:

- (i) outages which are less than five (5) days in duration will receive an appropriate credit of the prorated amount of the Customer's monthly service rate;
- (ii) outages which exceed five (5) days in duration will receive a prorated amount of the Customer's monthly service rate for the initial four (4) days, plus an additional \$5.00 per day

for the fifth and each subsequent day of the outage, up to the amount of the Customer's monthly service rate.

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1. Regulations (cont'd)

1.7 Interruptions in Service (cont'd)

B For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly recurring charges specified thereunder for local line or local trunk service and is dependent upon the length of interruption. Only those facilities on the interrupted portion of circuit will receive a credit.

1.7.3 Limitations on Credit Allowances

A No credit allowances will be made for:

- (i) interruptions due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer;
- (ii) interruptions which are restored on or before the day after the interruption is reported or discovered by the Company;
- (iii) interruptions due to the negligence of any person other than the Company, but not limited to the Customer or other common carriers connected to the Company's managed network.

1. Regulations (cont'd)

1.8 Obligations of the Customer

A The Customer shall be responsible for:

- (i) the payment of all applicable charges pursuant to this tariff;
- (ii) 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 services.

1.8.1 Claims

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

- (i) 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 invitees 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 invitees; or
- (ii) 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 Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

1. Regulations (cont'd)

1.8 Obligations of the Customer (cont'd)

1.8.2 Station Equipment

- A The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the discontinuance, credit allowance for service interruptions as set forth in Section 1.7.2 is not applicable.

1. Regulations (cont'd)

1.8 Obligations of the Customer (cont'd)

1.8.3 Interconnection of Facilities

- A Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or the equipment of others may be provided at the Customer's expense. Customer shall be liable for damages resulting from Customer's use of non-compatible equipment.
- B Local services may be connected to the services or facilities of other communication carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communication carriers which are applicable to such connections.
- C Services furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.
- D Customer shall not connect any equipment to the Company's network or lines, except with at least ten (10) days prior written notice to the Company.

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1. Regulations (cont'd)

1.8 Obligations of the Customer (cont'd)

1.8.4 Inspections

- A Upon reasonable 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 1.8.2 for the installation, operation, and maintenance of Customer-provided facilities. No credit will be allowed for any interruptions occurring during such inspections.
- B If the protective requirements for the Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its services 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. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

1. Regulations (cont'd)

1.9 Payment Arrangements

A The Customer is responsible for payment of all charges for services furnished by the Company to the Customer or its Authorized Users. Objections must be received by the Company within a reasonable period of time after receipt of bill, or all the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges of the Company, in addition to its own internal costs, in connection with a service for which a Company nonrecurring charge is specified, those charges may be passed on to the customer.

B The Company will not refund an overpayment by a Customer unless the claim for such overpayment, together with appropriate evidence, is submitted within one year of the date of the alleged overpayment.

1.9.1 Taxes

A The Customer is responsible for the payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of local exchange service, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

1.9.2 Surcharges

A A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state. This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the revenues of the Company in that state and/or payment of interstate access charges in the state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

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1. Regulations (cont'd)

1.9 Payment Arrangements (cont'd)

1.9.3 Establishment of Credit

A Customers may establish credit in one of the following ways:

- (i) Responding ,in a manner satisfactory to the Company, to a set of standard questions, known as the credit evaluation process. The Applicant may be required to provide proof in support of these responses. The written procedures for the credit evaluation process are available for public inspection upon request from the Company's offices at 30300 Telegraph Road, Bingham Farms, MI 48025;
- (ii) Paying a deposit in accordance with Section 1.9.4 of this Tariff;
- (iii) Providing a surety bond, provided that such surety bond has been issued by an insurance company that has received a certificate of authority from the Department of Insurance to do business in Michigan.

1.9.4 Advance Payments and Deposits

A Applicants for service may be required at any time to provide the Company a security deposit under the rules of the Michigan Public Service Commission. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment.

B The deposit for Business Customers will not exceed an amount equal to four months' of the Customer's estimated monthly billing, based upon the average monthly bill for that class and type of service.

C The deposit for Residential Customers will not exceed \$150.00 per access line.

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1. Regulations (cont'd)

1.9.4 Advance Payments and Deposits (cont'd)

- D In no stance will the Company require a deposit from a Residential Applicant or a Residential Customer based upon commercial credit standards, income, home ownership, residential locations, race, color, creed, sex, age, national origin, relationship to other Customers, or any criteria not authorized by the Commission.
- E The Company will not require a cash deposit or other guarantee as a condition of obtaining Basic Local Exchange Service unless the Residential Applicant refuses to product indentification that can be readily and inexpensively verified or if the prospective Customer refuses to produce indentification that can be readily and inexpensively verified or if the prospective Customer has a history of payment default within the past sixty (60) months for telecommunications services. The Company is not obligated to provide Service to a household under any name if an outstanding bill exists at the address and the person responsible for that bill still resides at the address.

1.9.5 Refund of Deposits

- A A deposit will be refunded to a Customer after twelve consecutive months of prompt payments of telephone service invoices. The Company may at its option either credit the amount on the Customer's bill or refund the deposit by direct payment.
- B 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 within 45 days from the date of termination. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

1.9.6 Interest to Be Paid on Deposits

- A The Company will not pay interest on deposits.

1. Regulations (cont'd)

1.9 Payment Arrangements (cont'd)

1.9.7 Bills and Collection of Charges

- A Bills will be rendered monthly to Customer. Fixed monthly recurring charges are billed in advance. Usage charges and minimum charges for service are billed in arrears. Customer shall be liable for all accrued local charges, directory charges, long distance charges and other charges arising prior to the service commencement date, as defined herein, and shall pay the Company for any such charges which may be assessed against the Company in any manner.
- B All service, installation, monthly recurring charges and non-recurring charges are due and payable upon receipt.
- C The Company shall present bills for recurring charges monthly to the Customer, in advance of the month which service is provided.
- D The Customer is responsible for the payment of charges for all Services furnished, including but not limited to, all call originated or accepted at Customer's service location regardless of the Carrier providing service.

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1. Regulations (cont'd)

1.9 Payment Arrangements (cont'd)

1.9.7 Bills and Collection of Charges (cont'd)

- E For new customers or existing customers whose service is disconnected, 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.
- F A Residential Customer shall have not less than seventeen (17) calendar days from the date of rendition of each bill for full payment. The date of rendition of the Company's bill for basic local exchange service to Residential Customers shall be the date of physical mailing of the bill by the Company to the Customer. If the last calendar day for remittance falls upon a Sunday, legal holiday, or any other day when the offices of the Company are not open for receipt of payments, then the final payment date shall be extended through the next business day.
- G Amounts not paid within 30 days after the date of invoice are considered past due. A late payment charge of 1.5%, or lower if required by law, per month shall apply to amounts shown on a monthly bill which remain after the due date. The late payment charge does not apply to any taxes the Company is required by law to levy on a customer. In the event the Company incurs fees or expenses, including attorney's fees, in collecting or attempting to collect any charges owed the Company, the Customer will be liable to the Company for payment of all such fees and expenses reasonably incurred.
- H If Customer chooses to place information services provider (ISP) calls or receives calls via a non-Frontier affiliated carrier, customer will be liable for all charges related to such calls; including without limitation, charges billed to the Company or Customer by ISP or other carriers, any applicable rebilling charge and charges for any service provided by the Company or its affiliates.

1. Regulations (cont'd)

1.9 Bills and Collection of Charges (cont'd)

1.9.8 Disputed Bills

- A The Customer shall notify the Company of any disputed items on a bill within a reasonable period of time after receipt of the bill. The existence of a disputed amount does not relieve the customer of their obligation to pay current charges. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure.
- B The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.
- C The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

1. Regulations (cont'd)

1.10 Discontinuance of Service

A Upon any termination of the communication service agreement, the listed directory number of Customer will be returned to Customer only at such time as Customer's outstanding obligations to the Company have been paid in full, including estimated final charges.

1.10.1 Discontinuance of Service by the Company

A The Company may discontinue or suspend service to Business Customers upon five (5) days prior written notice without incurring any liability for the following reasons:

- (i) Upon failure to pay a past due bill owed to the Company for regulated basic local exchange service; or
- (ii) Upon failure of the Customer to meet the deposit requirements set out in Section 1.9.3 of this Tariff; or
- (iii) Upon failure of the Customer to provide the Company reasonable access to its equipment and property; or
- (iv) Upon Customer's misuse of the services provided;
- (v) Upon refusal of the Customer to furnish information to the Company regarding its past or current use of common carrier communication services, or its planned use of service; or
- (vi) Upon reason to believe that the Customer has used a device or scheme to obtain service without payment and where the Company has so notified the Customer prior to discontinuance.

1. Regulations (cont'd)

1.10 Discontinuance of Service (cont'd)

1.10.1 Discontinuance of Service by the Company (cont'd)

B The Company may discontinue service to Business Customers immediately and without notice for any of the following reasons without incurring liability:

- (i) Upon finding that the Customer or Applicant has provided insufficient or fraudulent billing information, invalid or unauthorized telephone numbers; or
- (ii) Upon finding that the Customer or Applicant has provided false information, or refuses to provide information to the Company regarding their identity, address, creditworthiness, its part or current use of common carrier communications services, or its planned use of service; or
- (iii) Upon statement of the Customer or Applicant that it will not comply with a request of the Company for a deposit or an advance in accordance with this Tariff; or
- (iv) Upon finding that Customer's use of the service constitutes a violation of either the provisions of this Tariff, or of any laws, government rules, regulation, or policies; or
- (v) Upon any order or decision of a court or other governmental authority prohibiting the Company from offering such service; or
- (vi) Upon any governmental prohibition, or required alteration of the services to be provided, or any violation of any applicable law or regulation;

1. Regulations (cont'd)

1.10 Discontinuance of Service (cont'd)

1.10.1 Discontinuance of Service by the Company (cont'd)

- (vii) Upon use of the service by Customer for any fraudulent, unlawful or criminal purpose; or
- (viii) Upon finding that Customer's use of service endangers public safety or health; or
- (ix) Upon finding that Customer has not used service for a period of ninety (90) days, and appears, after investigation, to have left the community or who advised the Company that they do not desire to continue to be carried as a Customer; or
- (x) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service; or
- (xi) Upon the Company's finding that such discontinuance is necessary to protect against fraud or otherwise protect its personnel, agents, facilities, or service(s); or
- (xii) Upon finding by the Company that Customer or Applicant presents an undue risk of nonpayment and refuses to comply with the deposit requirements set forth herein; or
- (xiii) Upon failure to pay past due bill of a previous Customer on the premises to be served, provided that the Applicant for Service voluntarily signed a form agreeing to assume responsibility for the bills of a previous Customer.

1. Regulations (cont'd)

1.10 Discontinuance of Service (cont'd)

1.10.1 Discontinuance of Service by the Company (cont'd)

- C Without liability, the Company will discontinue service to Residential Customers pursuant to Part 8, Shutoff of Service R 484.381 through R 484.385 of the Commission's Billing Standards for Basic Residential Telecommunication Service.
- D The discontinuance of service by the Company pursuant to this section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time or up to discontinuance of service.
- E Upon the Company's discontinuance of service to Customer pursuant to this section, all applicable charges, including termination charges, shall become due. This is 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.
- F Service to a Residential Customer will not be discontinued when Company personnel are not available to the general public for the purposes of reconnecting service.

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1. Regulations (cont'd)

1.10 Discontinuance of Service (cont'd)

1.10.2 Discontinuance of Service by Customer

A If Customer cancels a service order or terminates service before the completion of the term for any reason whatsoever other than a service interruption (as defined in 1.7), 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 1.10.6, all costs, fees, and expenses incurred in connection with:

- (i) all non-recurring charges reasonably expended by Company to establish service to Customer, plus
- (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (iii) all recurring charges specified in the applicable service order or tariff for the balance of the then current term.

1. Regulations (cont'd)

1.10 Discontinuance of Service (cont'd)

1.10.3 Cancellation of Application for Service

- A Where, prior to cancellation by Customer, the Company incurs any 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.
- B Applications for service may be cancelled prior to the start of service or prior to any special construction. No charges will be imposed except for those specified above.
- C The special charges described above will be calculated and applied on a case-by-case basis.

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1. Regulations (cont'd)

1.11 Restoral of Service

- A When Customer's service has been disconnected in accordance with this tariff and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.
- B After basic local exchange service has been shut off, Company shall restore service promptly, but not later than 1 (one) working day after Customer's request, when the cause for shut off of service has been cured or credit arrangements satisfactory to Company have been made.
- C Any payments required for service restoration may be made by Customer in any reasonable manner. Payment by personal check may be refused by Company if Customer has tendered payment in this manner and the check has been dishonored during the last 3 (three) years, excluding bank error.
- D Before restoring service, the Company may require 1 (one) or more of the following:
- (1) Payment of the total amount due on all of Customer's delinquent and shutoff accounts for basic local exchange service and regulated toll service owed to Company.
 - (2) An arrangement or settlement agreement requiring the payment of all amounts owed to the Company for basic local exchange service and regulated toll service.
 - (3) Payment of an amount provided by tariff for basic local exchange service restoration.
 - (4) A security deposit or payment guarantee not to exceed \$150 per access line.

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1. Regulations (cont'd)

1.12 Transfers and Assignments

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

1.13 Notices and Communications

A 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.

B The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate an address on the bill for service to which the Customer shall mail payment for that bill.

C All notices or other communications required to given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall have been presumed to have been delivered to the party on the third business day following the deposit 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.

D The Company or 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.

1. Regulations (cont'd)

1.14 Promotional Offers

A The Company may, from time to time, make promotional offerings of its services. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made and shall be conducted in accordance with the provisions of state rules and regulations. All promotional offerings shall be limited to ninety days' duration within a calendar period.

1.15 Individual Case Basis (ICB) Arrangements

A Arrangements will be developed on a case-by-case basis in response to a bona fide request or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. ICB rates will be offered to the Customers in writing and on a non-discriminatory basis.

1.16 Customer Service

A Customer service personnel are available twenty-four (24) hours a day, seven days a week and may be reached toll-free.

1.17 Classification of Service

A The determination as to whether telephone service should be classified as Business or Residential is based on the character of the use to be made of the service. Service is classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is a social or domestic nature, service is classified as Residential if installed in a residence.

1. Regulations (cont'd)

1.17 Classification of Service (cont'd)

1.17.1 Business Locations

A Business classification will apply to the following:

- (i) In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments;
- (ii) In residence locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes; and in residence locations where an extension is located at a place where business rates would apply;
- (iii) In the residence of a practicing physician, dentist, veterinary, surgeon or other medical practitioner who has no business service at another locations;
- (iv) In any residence location where there is substantial business use of the service, and the customer has no business service elsewhere.

1.17.2 Residential Locations

A Residential locations will apply at the following:

- (i) In private residences, in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the service is confined to the domestic use of the Customer and listings of a business character are not furnished;
- (ii) In the residence of a practicing physician, dentist, veterinarian, surgeon or other medical practitioner provided that such residence is not part of an office building and provided the Customer has business service at another location.

1. Regulations (cont'd)

1.18 Application of Boundary Designations

A Boundaries designations may be found on the maps in Section 3 of this Tariff. Each Customer's establishment is considered to be within only one Exchange or Zone service area, except as provided for below. The term "establishment," as used in this Tariff denotes the actual building occupied by the Customer, rather than the property associated with such building.

1.18.1 Exchange (or Zone of a District Exchange) Boundaries

A Where the boundary is designated as a road (street or highway), the service area includes both sides of the road when associated general plant facilities of the underlying carrier serving the area are located along one side of the road. A Customer's establishment located on the far side of the boundary road is considered to be within the service area if that establishment has an address on the road and can be served by associated aerial or buried general plant facilities of the underlying carrier, not to exceed 500 feet airline distance, measured from the center of the road, to the nearest point on the Customer's establishment.

B Service will not be extended to Customer's establishment located on the far side of the boundary road under the following circumstances:

- (i) Where the Customer's establishment can be served by the underlying carrier's associated general plant facilities provided from the exchange in which the establishment is located, as determined by the underlying carrier;
- (ii) Where there are associated general plant facilities of the underlying carrier on both sides of the boundary road;
- (iii) Where the Customer's establishment is part of a complex (trailer park, shopping center, apartment cluster, etc), on the continuous property, a portion of which exceeds the measurement of 300 feet.

1. Regulations (cont'd)

1.18.1 Exchange (or Zone of a District Exchange) Boundaries (cont'd)

- C Where the boundary is designated as the center of the road (street or highway) each side of the road is in a different service area.
- D Where the boundary is designated as a river (stream) or railroad, each side of the river or railroad is in a different service area.
- E Where the boundary divides a lake, the shore of the lake is in different service areas in accordance with the boundary designation at the shore line.
- F Where the boundary is designated as a township section line, or a specified distance from a township section line or from a road, Customers' establishments are served in accordance with their location with respect to such boundary line. When such a line is other than the section line or one-quarter or one-half mile from a section line, the location of the boundary line with respect to the section line or road will be shown in feet or fractional miles on the Tariff map sheet.

1.19 Formal and Informal Complaint Procedures

- A For Residential Customers, informal complaints will be handled by the Company in accordance with Part 6 of the Commission's Billing Standards for Basic Residential Telecommunication Service. Formal complaints made by Residential Customers will be handled by the Commission pursuant to Part 7 of the Commission's Billing Standards for Basic Residential Telecommunication Service.

1. Regulations (cont'd)

1.20 Lifeline Service

- A Lifeline service applies to discounts to monthly recurring rates for qualifying residential customers. These discounts apply to existing tariffed rates and charges for residential telephone service. Lifeline service is available only with Residential service, excluding foreign exchange service. Lifeline service is limited to one line per household at the Customer's primary residence.
- B In order to be eligible for Lifeline service, a residential customer's annual household income must be at or below 150% of the poverty level, as determined by the U.S. Office of Management and Budget and as approved by the State treasurer.
- C The Lifeline plan will apply after receipt and processing of a completed Lifeline application, including documentation indicating that the household income meets the eligibility requirements. (C)
- D The discount on the monthly tariffed rate shall be the greater of \$8.25 or 20% which shall be inclusive of any federal contribution, whichever is greater, below the regulated rate. For persons 65 or older, this discount shall be the greater \$8.25 or 25% which shall be inclusive of any federal contribution, whichever is greater, below the regulated rate. The total contribution shall not exceed 100% of all end-user common linecharges and the basic local exchange rate.
- E The Company shall not disconnect Lifeline Service for non-payment of toll charges by qualifying customers.

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1. Regulations (cont'd)

1.21 Telecommunications Relay Service

A Telecommunications Relay Service enables deaf, hard of hearing or speech-impaired persons who use a text telephone or similar device to communicate freely with the hearing population for using the text telephone and vice versa. The Company does not impose any charge to end users for access to Telecommunications Relay Service; however, person using this Service are liable for applicable per call/increment charges.

1.22 Link Up Program

A. A discount on the line connection charges, specified elsewhere in this tariff, is also available to qualifying customers, for the installation or transfer of service from one residential premises to another.

B. In order to be eligible for the Link Up Program, a residential customer's household income must be at or below 150% of the poverty level as determined by the United States Office of Management and Budget and as approved by the State Treasurer.

C. A qualifying customer may receive a reduction in the installation charges, or transfer of service charges, for connection at the customer's principal place of residence of half the customary charge, or \$30.00, whichever is less.

D. A qualifying customer may then make payments for the connection charges on a deferred schedule in which the qualifying customer does not pay interest. The interest charges not charged to the qualifying customer shall be for connection charges of up to \$200.00 that are deferred for a period not to exceed one year. Charges assessed for installation or transfer of service include any charges that the Company customarily assesses to connect subscribers to the network.

E. A qualifying customer may choose one or both of the programs set forth 1.21 (A) and (B) of this section.

F. A qualifying customer can receive the benefits of the Link Up Program for a second and subsequent time only for a principal place of residence with an address different from the residence address at which the Link Up assistance was provided previously.

(N)

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2 Service Descriptions and Rates

2.1 General

A Frontier Telemanagement Inc.'s local service enables the Customer to:

- (i) receive calls from other stations on the public switched telephone network;
- (ii) place calls to other stations on the public switched telephone network;
- (iii) access the Company's business office for service related assistance; access directory assistance for the local calling area; access toll free telecommunications services; access enhanced 911 services for emergency calling; access Telephone Relay Service; and
- (iv) access the interexchange network. A Customer may presubscribe to the carrier of their choice for interLATA calling, or Customer may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).

2. Service Descriptions and Rates (cont'd)

2.3 Resold Local Exchange Service (RLES)

(T)
(T)

2.3.1 Local Measured Service Rates

	<u>Line Rate</u>	<u>Per Call Usage</u>
Monthly Recurring Charges	\$19.97	\$0.08

2.3.2 Local Measured Service Lifeline Rates

(T)

The Company does not provide services to Residential Customers.

(T)
(D)

2. Service Descriptions and Rates (cont'd)

2.3 Resold Local Exchange Service (RLES) (cont'd)

(T)

2.3.3 Private Branch Exchange (PBX) Service

(T)

The Company's PBX Service uses PBX Trunks to connect to a Customer's PBX system or other similar equipment. Standard trunk configurations include Direct Inward Dialing (DID), Direct Outward Dialing (DOD) and Combinations Trunks. This service provides customers with unrestricted local calling and Carrier Access. The Company treats these trunks similar to individual exchange lines. Service is billed based on monthly usage, together with monthly recurring charges. Installation and/or conversion charges also apply.

Monthly recurring rate:	\$19.48
Usage rate:	\$0.08 per call

(M)

Certain material that was originally located on this Page is now located on Page 12.

(M)

2. Service Descriptions and Rates (cont'd)

2.3 Resold Local Exchange Service (RLES) (cont'd) (T)

2.3.4 Service Conversion Charges (T)

A Service conversion charge will apply when an existing line or trunk is converted to Frontier local service.

A. Rate (T)

\$39.00 per existing line or trunk converted.

B. [Reserved for Future Use] (T)

2.3.5 Installations, Moves, Adds and Changes (T)

A. A Nonrecurring Charge applies when a new line or trunk is added to a new or existing account. (T)

B. Nonrecurring New Installation Fees as described in this Section of this tariff will be applied per line when a Customer moves to a new address within the same local exchange. (M)

C. Nonrecurring charges as described in Section 2.6 of this tariff will be applied per line when a Customer requests any changes or additions to an existing account.

D. Rate

\$42.00 per new line or trunk added. (M)

*Certain material that is now located on this Page was originally located on Page 10.
Certain material that was originally located on this Page is now located on Page 4.1.*

2. Service Descriptions and Rates (cont'd)

2.3 Resold Local Exchange Service (RLES) (cont'd)

(M)

2.3.6 Ground Start Signalling

Ground start is a condition created by applying a temporary ground to cause current flow creating a condition called a wink to draw dialtone. Lines or trunks are available on a ground start signalling basis for those systems which require it. There is a non-recurring charge which is applied per line or trunk equipped:

\$30.00

(M)

2.3.7 Miscellaneous Charges

(N)

The customer shall be responsible for payment of the following charges for services based upon the type of work performed at the Customer's request. The Customer will be advised of said charge prior to completion of service and will be given the option to contract an independent technician to completed the work.

Expedited Charge Per DSO	\$100.00
Service Order Charge	\$40.00

(N)

Material that is located on this Page was originally located on Page 4.

2. Service Descriptions and Rates (cont'd)

2.3 Resold Local Exchange Service (RLES) (cont'd)

2.3.8 Optional Features

An RLES Customer may order the following optional line features at the Monthly Recurring Charge specified below. Nonrecurring installation charges will be applied to all orders for optional services submitted subsequent to initial RLES service installation.

<u>Optional Features, per month</u>	<u>Monthly Recurring Charge</u>	<u>Nonrecurring Charge</u>
a) Call Forwarding Variable	\$5.00	\$10.00
b) Call Forwarding-Don't Answer	\$5.00	\$2.00
c) Call Forwarding-Busy	\$5.00	\$2.00
d) Call Forwarding Busy Line Customer Control Option	\$1.00	\$0.00
e) Call Forwarding Don't Answer Customer Control Option	\$1.00	\$0.00
f) Speed Dialing	\$6.50	\$10.00
g) Expanded Speed Dialing	\$3.50	\$10.00
h) Call Waiting	\$5.70	\$10.00
i) Call ID (Name & Number)	\$8.50	\$10.00
j) Three Way Conference	\$5.00	\$10.00
k) Hunting (per line)	\$0.00	\$0.00
l) Vanity Number*	\$0.00	\$45.00
m) Call ID Blocking Per Line	\$2.00	\$10.00
n) Automatic Callback	\$3.90	\$6.14
o) Call Screening	\$3.50	\$6.14

*Subject to the availability of facilities and requested telephone number.

Per Activation Features

There are no connection charges associated with the following features:

a) Call Trace	\$10.00 Per Use
b) Repeat Dialing	\$1.75 Per Use
c) Call Return	\$1.75 Per Use

2. Service Descriptions and Rates (cont'd)

2.4 Directory Listings (T)

2.4.1 Business Directory Listings (T)

- A. The Company will arrange for a single directory listing in the alphabetical section of the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the station number which is designated as the Customer's main billing number. Business Customers will also be provided with a single line listing in the Yellow Pages. This listing is termed the primary listing and is provided at no charge.
- B. Listings are intended primarily for the purpose of identification and are limited to information which is essential to such identification. Directories are furnished only as an aid to the use of the telephone Service.
- C. The length of any listing is limited to one line by the use of abbreviations when the clearness of the listing and the identification of the Customer are not impaired thereby. When more than one line is required to properly list the Customer, no additional charge is made.
- D. The Company does not list in the alphabetical section of the telephone directory any name, unless it is registered, if and as required by law, and, in any event, unless the Customer is actively engaged in a business or in a profession under that name or is generally known by that name. It likewise does not so list any name which is likely to mislead or deceive the public as to the identity of the Customer, or which is inserted for advertising purposes, or which is more elaborate than is reasonably necessary to identify the Customer. The Company will withdraw any listing which is found to violate the above rule.
- E. A listing must be the actual name of the individual, partnership, association, corporation, or other organization to whom Service is furnished, or the name of a member, officer, employee, or representative thereof, or the name of another business which the Customer represents, controls, or owns. Listings other than those specified herein are available only as unregulated alternate call number listings.
- F. The listing of a service or commodity or of a trade name of either, such as "Coal, 676 Bellevue, 635-3560" is not permitted in the alphabetical section of a directory, but such service or commodity may be a part of the name listed if the latter is validly adopted and actually used by the Customer.

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225 Kenneth Drive
Rochester, NY 14623

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2. Service Descriptions and Rates (cont'd)

2.4 Directory Listings (cont'd) (T)

2.4.1 Business Directory Listings (cont'd) (T)

- G. When a Customer is engaged in more than one line of business, only the business by which he/she is best known will ordinarily be including in the business designation.
- H. Double name listings or the use of titles such as "Pres.", "V-Pres." as for example, "Garfield Table Supply Co. Walburn Jones, Manager 453-4441" are not permitted.
- I. Listings of telephones in churches will not include in the same listing the name of the church and also that of its pastor or of organizations, societies associated therewith.
- J. A caption listing with indented listings each with its own telephone service different from the main service (or where there is no main service listing) may be provided for names of department, titles, individuals, etc., only if necessary for the efficient use of the Service. In such cases, no additional charge applies for the caption listing. Indented listings which do not materially add to the information contained in the caption or which merely advertise the extent of the Customer business are not permitted. In connection with PBX systems equipped with inward dialing, the direct inward number for individuals, titles, departments, etc., may also be listed under the caption listing for the main service with extra listing charges applicable for the indented listings.
- K. Customer having telephone service at business rates at their residence addresses may be given "ofc & r" or "ofc & res" as a designation.
- L. One listing may be provided without additional charge for each individual line service except that where there are two or more lines at the same location, only one listing is provided without additional charge.

2. Service Descriptions and Rates (cont'd)

2.5 Directory Assistance

(T)

The Customer may access Directory Assistance for the purpose of determining phone numbers within its local calling area by calling the Directory Assistance Operator. For business customers, one call per month to Directory Assistance per account is allowed at no charge. For residential Customers, three calls per month to Directory Assistance are allowed at no charge. A maximum of two number requests per call will be allowed.

2.5.1 Rates

(T)

- A. For all calls to directory assistance beyond the monthly allowance, the following charge will apply:

Per Request: \$1.25

(I)

- B. Directory Assistance Local Call Completion (DACC)

(N)

Directory Assistance Call Completion allows the Customer the option to have their local calls completed to a requested number by Directory Assistance audio response system that provides the requested number. The DACC charge listed below applies to completed calls only:

Per Request: \$0.75

(N)

2.5.2 Exemptions from Directory Assistance Charges

(T)

- A. Customers (or principal user of a Business Service) unable to use a telephone directory because of physical or mental limitations will be exempt from the charge and allowance portions of the directory assistance charges. To obtain an exemption, the Customer must provide the name, address, telephone number and nature of the limitation for the individual requiring the exemption. A certificate of directory assistance charge exemption is required for each line to be exempted. Information on the certificate will be treated as confidential. The Customer agrees to notify the Company when the need for an exemption no longer exists.

2. Service Descriptions and Rates (cont'd)

2.6 Presubscription (T)

- A. A Customer may presubscribe to the intraLATA and/or interLATA carrier of their choice for long distance calling.

2.6.1 Rates (T)

- A. Intra and/or interLATA carrier change

\$10.00 per line, per occurrence

- B. A single occurrence can include a change of both the intraLATA and interLATA carriers.

2.7 Pay Per Call Services (T)

- A. Calls to 900 and 976 services, or other pay-per-call services, will be passed through to the Customer.

2.8 Pay Per Call Services Blocking (T)

- A. Calls to 900 and 976 services, or other pay-per-call services, will be blocked at no charge at the Customer's request.

2.9 Number Changes (T)

- A. When a Customer's telephone number is changed, the Company shall intercept all calls to the Customer's former number for not less than three months. The Company shall place a number referral on the line giving the calling party the Customer's new number, subject to equipment limitations, number availability, customer permission, and payment of the tariffed number referral charge, if any.

- B. When additions or changes in the plant of the underlying carrier or any other provider operations necessitate changing telephone numbers to a group of customers, the Company shall give reasonable notice to all affected customers

2 Service Descriptions and Rates (cont'd)

(M)

(M)
(D)

(M)

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Director-Regulatory Affairs
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2. Service Descriptions and Rates (cont'd)

2.10 Busy Line Verification

Busy Line Verification (BLV) allows the caller, with the assistance of an operator, to check the status of a busy signaling line.

Per Request \$2.00

2.11 Busy Line Verification Interrupt / Emergency Interrupt

Busy Line Verification Interrupt and Emergency Interrupt allows the caller with the assistance of an operator, to check the status of a busy signaling line and also to interrupt the call in progress on that line to verify parties use of the line.

Busy Line Verification Interrupt \$4.00

(N)

(N)

2. Service Descriptions and Rates (cont'd)

2.13 Facilities Based Local Exchange Service (T)

2.13.1 Local Digital Service (M)

The Company's Local Digital Service is provided to business Customers over access facilities at T-1 or higher capacity. Service is activated by purchasing ports (channels) at rates listed below. Additional channels may be purchased one channel at a time. Local Digital Service includes the standard feature of hunting and dual tone multi-frequency. (T)

Local Digital Service is available in the following serving exchanges:

Ann Arbor, Armada, Auburn Heights, Birmingham, Brighton, Carleton, Centerline, Clarkson, Commerce, Detroit, Dexter, Drayton Plains, Farmington, Fenton, Flat Rock, Grand Rapids, Hartland, Holly, Lake Orion, Livonia, Milan, Monroe, Mt. Clemens, New Baltimore, New Boston, New Haven, Northville, Oxford, Plymouth, Pontiac, Rochester, Rockwood, Romeo, Romulus, Roseville, Royal Oak, South Lyon, Southfield, Trenton, Troy, Walled Lake, Warren, Washington, Wayne, West Bloomfield, Willis, Wyandotte, Ypsilanti.

Rates

	<u>Monthly Recurring Charge</u>	<u>Nonrecurring Charge</u>	(T/N)
Per channel:	\$16.00	\$25.00	
½ T1	\$168.00	\$300.00	
T1	\$280.00	\$600.00	
Local Usage	\$0.08		(T/N)

(M)

Material that is located on this Page was originally located on Page 3.1.

2. Service Descriptions and Rates (cont'd)

2.13 Facilities Based Local Exchange Service (cont'd)

2.13.2 ISDN-PRI

ISDN-PRI is an alternative arrangement of Local Digital Service. ISDN-PRI is a set of standards that establish compatibility between the public switched telephone network and various data terminals and devices. ISDN-PRI can provide the Customer with the capabilities of simultaneous access, transmission, and switching of voice, data and imaging services via channelized transport. Global Crossing offers ISDN-PRI for voice applications only.

Service consists of 23 "B" channels and a single "D" channel that carries the control and signaling information.

Customer premise equipment ("CPE") that is compatible with ISDN interface is the responsibility of the Customer. The Company is not responsible if any changes in the provisioning of ISDN-PRI result in the obsolescence of the Customer's equipment or the need for the Customer to modify or change the CPE. The Customer's terminal equipment and interconnection through non-digital central offices may cause transmission speeds to be slower than the maximum achievable.

ISDN-PRI is subject to the availability of Company facilities.

	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Charge</u>
Per "D" Channel	\$2500.00	\$100.00

2.13.3 Foreign Exchange Service

The Customer may opt to have service furnished from an exchange other than the exchange in which they are located. This service arrangement is to be furnished under special conditions where it is warranted by the circumstances involved. The Company does not obligate itself to furnish this service, particularly when it involves undue expense or impairment of the service furnished to other customers.

Monthly Recurring Charge per T-1: \$100.00

2. Service Descriptions and Rates (cont'd)

2.13 Facilities Based Local Exchange Service (cont'd)

2.13.4 DID Numbers

A. Description

1. Whenever possible, the Company will attempt to provide telephone numbers arranged consecutively in a group, but will not guarantee nor accept responsibility for provision of such an arrangement within or between a block of numbers. In addition, the Company reserves the right to review vacant DID stations or stations not in use, to determine efficient number utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.
2. The Customer has no property rights to the telephone number or any other call number destination associated with DID service furnished by the Company. The Company reserves the right to change such numbers assigned to the Customer whenever the Company deems it necessary to do so in the conduct of its business.
3. Where all numbers in a group have not been connected for service, the Customer is responsible for providing interception of calls to vacant or non-working assigned station lines of such telephone numbers by means of attendant intercept or recorded announcement service. The Company will not terminate these numbers to an intercept message on the Customer's behalf.

B. Rates

	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Charge</u>
Per DID Number	\$0.00	\$0.80

(N)

(N)

2. Service Descriptions and Rates (cont'd)

2.13 Facilities Based Local Exchange Service (cont'd)

2.13.5 Vanity Number

When a Customer requests a specific number (e.g. 555-TOYS), and the number is available, the charge is:

Monthly Recurring Charge
\$0.00

Nonrecurring Charge
\$100.00

2.13.6 Hunting

The hunting feature routes a call to an idle line in a prearranged group when the called telephone number is busy. Hunting does not work with Call Forward Busy and Don't Answer.

Monthly Recurring Charge
\$0.00

Nonrecurring Charge
\$0.00

2.13.7 Service Change Charge

A change to a Customer account will incur the following nonrecurring charge:

\$40.00 per occurrence

2.13.8 Service Expedite Charge

A Customer may request to expedite a service installation to be undertaken on a reasonable effort basis at the request of, and upon a determination by the Company that such charges should apply in that particular instance then the Service Expedite Charge listed below applies.

Expedite Charge per DS1/ISDN PRI

\$600.00

(N)

(N)