

AMI COMMUNICATIONS, INC.

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COMPETITIVE TELECOMMUNICATIONS SERVICE PRICE LIST

Title Sheet

ILLINOIS INTEREXCHANGE TELECOMMUNICATIONS PRICE LIST

OF

AMI COMMUNICATIONS, INC.

This price list contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for interexchange telecommunications services provided by AMI Communications, Inc. ("AMI") within the state of Illinois.

AMI COMMUNICATIONS, INC.

COMPETITIVE TELECOMMUNICATIONS SERVICE PRICE LIST

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AMI COMMUNICATIONS, INC.

COMPETITIVE TELECOMMUNICATIONS SERVICE PRICE LIST

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to an AMI Communications, Inc. designated switching center or point of presence.

Account Codes - Optional, customer defined digits that allow the customer to identify the individual user, department or client associated with a call.

AMI - Used throughout this Price list to mean AMI Communications, Inc. unless clearly indicated otherwise by the text.

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

Call - A completed connection established between a calling station and one or more called stations.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's Price list.

Company or Carrier - AMI Communications, Inc. unless otherwise clearly indicated by the context.

Holidays - The Company observes the following holidays: New Years Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

ICC - Illinois Commerce Commission

LEC - Local Exchange Company

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CON'T.

Special Access Origination/Termination - Where access between the customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the end user.

Switched Access Origination/Termination - Where access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purposed of rating calls.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of AMI

AMI services and facilities are furnished for communications originating and terminating within the state of Illinois under terms of this Price list.

AMI undertakes to provide the services offered in this Price list in accordance with the terms and conditions set forth under this Price list. AMI may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a customer's location to the AMI network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise specified, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this Price list.

2.2.2 AMI reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this Price list, or in violation of the law.

2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

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SECTION 2 - RULES AND REGULATIONS, CON'T.

2.2 Limitations, con't.

2.2.4The Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.2.5Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Price list shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3 Liabilities of the Company

2.3.1AMI liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

2.3.2The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Price list, if caused by any person or entity other

COMPETITIVE TELECOMMUNICATIONS SERVICE PRICE LIST

SECTION 2 - RULES AND REGULATIONS, CON'T.

2.3 Liabilities of Company, con't.

2.3.2 (continued)

than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

2.3.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this Price list; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

2.3.4 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

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SECTION 2 - RULES AND REGULATIONS, CON'T.

2.4 Deposits and Advance Payments

The Company may require a deposit or advance payment from the Customer. Deposits and advance payments are collected in accordance with Commission rules.

2.5 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.6 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key systems or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

COMPETITIVE TELECOMMUNICATIONS SERVICE PRICE LIST

SECTION 2 - RULES AND REGULATIONS, CON'T.

2.7 Installation

Service is installed upon mutual agreement between the Customer and the Company.

2.8 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by AMI. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, interexchange carrier, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Illinois Commerce Commission. Any objections to billed charges must be promptly reported to the Company or the Company's billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.9 Cancellation by Customer

Customer may cancel service by providing 30 days written notice to the Company.

2.10 Use

Services provided under this Price list may be used for any lawful purpose for which the service is technically suited.

COMPETITIVE TELECOMMUNICATIONS SERVICE PRICE LIST

SECTION 2 - RULES AND REGULATIONS, CON'T.**2.11 Interconnection**

Service furnished by AMI may be connected with the services or facilities of other carriers. Some of this Price list anticipates the use of such facilities for special (dedicated) originating access service. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The customer is responsible for all charges billed by other carriers for use in connection with AMI's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the customer.

2.12 Interruption of Service

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.3 herein. It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal. Interruptions caused by Customer-provided or Carrier-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

COMPETITIVE TELECOMMUNICATIONS SERVICE PRICE LIST

SECTION 2 - RULES AND REGULATIONS, CON'T.**2.13 Refusal or Discontinuance by Company**

AMI may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given 15 days notice to comply with any rule or remedy any deficiency:

- (a) For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- (b) For use of telephone service for any other property or purpose than that described in the application.
- (c) For neglect or refusal to provide reasonable access to AMI or its agents for the purpose of inspection and maintenance of equipment owned by AMI or its agents.
- (d) For noncompliance with or violation of Commission regulation or AMI's rules and regulations on file with the Commission, provided five (5) days' written notice is given before termination.
- (e) For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases.
- (f) Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect AMI's equipment or service to others.
- (g) Without notice in the event of tampering with the equipment or services owned by AMI or its agents.

COMPETITIVE TELECOMMUNICATIONS SERVICE PRICE LIST

SECTION 2 - RULES AND REGULATIONS, CON'T.

2.13 Refusal or Discontinuance by Company, continued

- (h) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, AMI may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- (i) Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Carrier from furnishing such services.
- (j) For periods of inactivity over sixty (60) days.

2.14 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier for tests and adjustments as may be deemed necessary by the Carrier for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

COMPETITIVE TELECOMMUNICATIONS SERVICE PRICE LIST

SECTION 2 - RULES AND REGULATIONS, CON'T.

2.15 Tests, Pilots, Promotional Campaigns and Contests

The Carrier may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Carrier may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Carrier. From time to time the Company may waive all processing fees for a Customer.

COMPETITIVE TELECOMMUNICATIONS SERVICE PRICE LIST

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

3.1.1 Long distance usage charges are based on the actual usage of AMI's network. Chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.

3.1.2 Minimum call duration and rounding of calls for measurement and billing purposes is specified for each product in Section 4 of this Price list.

COMPETITIVE TELECOMMUNICATIONS SERVICE PRICE LIST

SECTION 3 - DESCRIPTION OF SERVICE, CON'T.

3.2 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call. The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

Step 1 - Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.

Step 2 - Obtain the difference between the "V" coordinates of each of the serving wire centers. Obtain the Difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

COMPETITIVE TELECOMMUNICATIONS SERVICE PRICE LIST

SECTION 3 - DESCRIPTION OF SERVICE, CON'T.**3.3 Product Descriptions**

AMI Communications, Inc. ("AMI") offers outbound message telecommunications service, inbound 800 number service, and travel card service to its Customers. Rates for these services are based on call duration, type of access, and time of day.

3.3.1 AMI Switched Outbound Service

AMI Switched Outbound Service allows Customers to place direct dialed calls to terminating locations. Customers are presubscribed to AMI's designated network and access the service via switched access. Calls are placed by dialing "1+" and the destination telephone number, including the area code if applicable.

3.3.2 AMI Dedicated Outbound Service

AMI Dedicated Outbound Service allows Customers to place direct dialed calls to terminating locations. Customers access AMI through dedicated access facilities. Calls are placed by dialing "1+" and the destination telephone number, including the area code if applicable. All charges associated with the dedicated access facilities are the responsibility of the customer.

3.3.3 AMI Switched Inbound 800 Service

AMI Switched 800 Service is an inward WATS service. It permits termination of interstate and intrastate calls from diverse geographic locations to the customer's local exchange lines. With AMI's Switched 800 Service, the Customer is billed for the call rather than the call originator.

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SECTION 3 - DESCRIPTION OF SERVICE, CON'T.

3.3 Product Descriptions, Con't.

3.3.4 AMI Dedicated Inbound 800 Service

AMI Dedicated 800 Service is an inward WATS service. It permits termination of interstate and intrastate calls from diverse geographic locations to the customer's dedicated access facilities. With AMI's Dedicated 800 Service, the Customer is billed for the call rather than the call originator. All charges associated with the dedicated access facilities are the responsibility of the customer.

3.3.5 AMI Travel Card Service

AMI Travel Card Service allows Customers to place direct dialed calls to terminating locations from locations other than their normal place of business. An 800 access number must be dialed to reach the Carrier. A customer-specific authorization code must also be dialed in addition to the destination telephone number.

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SECTION 4 - RATES

4.1 General

Each Customer is charged individually for each call placed through the Carrier. Charges are computed on an airline mileage basis as described in Section 3.2 of this Price list.

Rates vary by mileage band, time of day, call duration and by originating and terminating access type.

Customers are billed based on their use of AMI long distance service.

4.2 Contractual Offerings

In accordance with Sec. 13-509 of the Illinois Public Utilities Act, AMI may negotiate with customers or prospective customers for the provision of any competitive telecommunications service and may offer or agree to provide such service on such terms and for such rates and charges as it deems reasonable, without regard to this Price list. Within ten (10) days of concluding such agreement, the Company shall file with the ICC any contract or memorandum of understanding which will include the rates, charges, practices, rules or regulations applicable to the service.

COMPETITIVE TELECOMMUNICATIONS SERVICE PRICE LIST

SECTION 4 - RATES, CON'T.

4.3 Time of Day Rate Periods

The appropriate rates apply for day, evening and night/weekend calls based on the following chart.

	MON	TUES	WED	THUR	FRI	SAT	SUN	
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD							
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD							EVE
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD							

* to, but not including

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SECTION 4 - RATES, CON'T.

4.4 AMI Switched Outbound Service

Calls are billed in six (6) second increments after the initial minimum period of thirty (30) seconds.

	<u>Per Minute Rate</u>
Day:	\$0.069
Evening:	0.069
Night/Wknd:	0.069

4.5 AMI Dedicated Outbound Service

Calls are billed in six (6) second increments after the initial minimum period of thirty (30) seconds.

	<u>Per Minute Rate</u>
Day:	\$0.035
Evening:	0.035
Night/Wknd:	0.035

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SECTION 4 - RATES, CON'T.

4.6 AMI Switched Inbound 800 Service

Calls are billed in six (6) second increments after the initial minimum period of thirty (30) seconds.

	<u>Per Minute Rate</u>
Day:	\$0.069
Evening:	0.069
Night/Wknd:	0.069

Monthly Fee: \$10.00 per 800 number

4.7 AMI Dedicated Inbound 800 Service

Calls are billed in six (6) second increments after the initial minimum period of thirty (30) seconds.

	<u>Per Minute Rate</u>
Day:	\$0.035
Evening:	0.035
Night/Wknd:	0.035

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SECTION 4 - RATES, CON'T.

4.8 AMI Travel Card Service - Plan A

Calls are billed in six (6) second increments after the initial minimum period of thirty (30) seconds.

	<u>Per Minute Rate</u>
Day:	\$0.2300
Evening:	0.2300
Night/Wknd:	0.2300

4.9 Directory Assistance

Directory Assistance is available to AMI Customers. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two request may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance, Per Call \$0.69

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SECTION 4 - RATES, CON'T.

4.10 AMI Calling Card Travel Service - Plan B

Calls are billed in six (6) second increments after the initial minimum period of thirty (30) seconds. Plan B rates are not time of day sensitive:

Rate per minute (all rate periods): \$0.2300