

**ILLINOIS PRICE LIST
LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

FURNISHED BY

AMI COMMUNICATIONS, INC.

WITHIN THE STATE OF ILLINOIS

EFFECTIVE 12/2/2013

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SECTION 1 - DEFINITIONS

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

AMI - AMI Communications, Inc., issuer of this price listing.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - A person, firm or corporation authorized by the Company to be an end-user of the service of the Customer.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Commission - Refers to the Illinois Commerce Commission.

Common Carrier - An authorized company or entity providing telecommunications services to the public

Company - Whenever used in this price listing, "Company" refers to AMI Communications, Inc., unless otherwise specified or clearly indicated by the context.

Customer - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this price listing.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Terminal Equipment - Terminal equipment provided by the Customer.

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

SECTION 1 - DEFINITIONS, (CONT'D.)

End Office - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this price listing shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide (ALERG@), issued by Telcordia.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company network. Presubscribed Customers may also route interexchange calls to the Company network by dialing an access code supplied by the Company.

Exchange Telephone Company or Telephone Company - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Individual Case Basis (ICB) - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

IXC or Interexchange Carrier - A long distance telecommunications services provider.

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Price listing by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this price listing, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this price listing or by applicable law.

Joint User - A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

SECTION 1 - DEFINITIONS, (CONT'D.)

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

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

Local Calling - A completed call or telephonic communication between a calling Station and any other Station within the local service area of the Calling Station.

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

MOU - Minutes of Use.

Non-Recurring Charge (ANRC@) - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

PIN - Personal Identification Number. See Authorization Code.

Point of Presence (APOP@) - Point of Presence

Premises - The space occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

Recurring Charges - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

SECTION 1 - DEFINITIONS, (CONT'D.)

Service - Any means of service offered herein or any combination thereof.

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 price listing, 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 Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this price listing.

Services - The Company telecommunications services offered on the Company network.

Shared Inbound Calls - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company outbound service such that "1 + 10-digit number" calls are automatically routed to the Company or an IXC network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

Station - The network control signaling unit and any other equipment provided at the Customer premises which enables the Customer to establish communications connections and to effect communications through such connections.

SECTION 1 - DEFINITIONS, (CONT'D.)

Subscriber - The person, firm, partnership, corporation, or other entity who orders telecommunications service from the Company. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

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.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Usage Charges - Charges for minutes or messages traversing over local exchange facilities.

User (or End User) - Any person or entity that obtains the Company's services provided under this price listing, regardless of whether such person or entity is so authorized by the Customer.

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this listing in connection with one-way and/or two-way information transmission between points within the State of Illinois.

Customers and users may use service and facilities provided under listing to obtain access to services offered by other service providers. The Company is responsible under this listing only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

Failure by the Company to assert its rights pursuant to one provision of this listing does not preclude the Company from asserting its rights under other provisions.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this price listing is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

- A. Minimum Period** - Service is provided on a term basis only. The minimum term period is 30 days unless otherwise specified in this listing or mutually agreed upon by contract.
- B.** The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service. 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 listing. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C.** Except as otherwise stated in this listing, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this listing prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D.** In any action between the parties to enforce any provision of this list, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E.** Service may be terminated upon written notice to the Customer if:

 - .1 the Customer is using the service in violation of this listing; or
 - .2 the Customer is using the service in violation of the law.
- F.** This list shall be interpreted and governed by the laws of the state of Illinois regardless of its choice of laws provision.

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (Cont'd.)

- G.** Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H.** To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- I.** 911 Toll Free Emergency Services Calling - Message toll telephone calls, to governmental emergency service agencies as set forth in (1) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (2) following, are offered at no charge to end users:

 - .1 The appropriate Public Safety Answering Point(s), or any agency which believed they qualify, as concluded by the State of Illinois, as provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.
 - .2 For purposes of call completion the Company operator will stay on the line until full connection and conversation commences.

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company

- A.** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B.** The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.
- C.** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- D.** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

- E.** The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- .1 Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) acts or omissions of any common carriers or connecting carriers;
 - .2 Any delay or failure of performance or equipment due to causes beyond the Company control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; power outages, fiber cuts, national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - .3 Any unlawful or unauthorized use of Company facilities and services;
 - .4 Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 - .5 Breach in the privacy or security of communications transmitted over Company facilities;

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

E. (Cont'd.)

- .6 Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company liability is limited as set forth in paragraph A. of this Subsection 2.1.4.
- .7 Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.
- .8 Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Company facilities;
- .9 Any non-completion of calls due to network busy conditions;
- .10 Any calls not actually attempted to be completed during any period that service is unavailable;
- .11 And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of Company services or facilities.

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

- F.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- G.** THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- H.** Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.
- I.** Directory Errors - No liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly price listing rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly price listing rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

J. With respect to Emergency Number 911 Service:

- .1 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 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 other defects by the Company or any other carrier used to provide this service in the provision of service, of (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service by the Company or any other carrier used to provide this service.
- .2 Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company or any other carriers used to provide this service, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, any other carrier used to provide this service, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

J. With respect to Emergency Number 911 Service, (Cont'd.)

- .3 When a Customer with a nonpublished telephone number, as defined herein, places a call to the 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 emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

2.1.5 Notification of Service-Affecting Activities

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

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- A.** The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this price listing. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided, nor shall it be connected to any other carrier's service.
- E.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities, (Cont'd.)

F. 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 price listing, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price listing and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

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

2.1.7 Non-routine Installation

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

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.8 Special Construction

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

- A.** where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B.** of a type other than that which the Company would normally utilize in the furnishing of its services;
- C.** over a route other than that which the Company would normally utilize in the furnishing of its services;
- D.** in a quantity greater than that which the Company would normally construct;
- E.** on an expedited basis;
- F.** on a temporary basis until permanent facilities are available;
- G.** involving abnormal costs; or
- H.** in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this rate sheet remains in the Company, its partners, agents, contractors or suppliers.

SECTION 2 - REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers that cause interference to the Company or other users. Customer shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this price listing will apply.

SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer is responsible for making proper application for service; placing any necessary order, complying with price listing regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A.** the payment of all applicable charges pursuant to this price listing;
- B.** reimbursing the Company for damage to or loss of Company facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the gross negligence or willful misconduct of the employees or agents of the Company;
- C.** providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning and electrical power necessary to maintain the proper operating environment on such premises;
- D.** obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C.) Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Responsibilities of the Customer, (Cont'd.)

2.3.1 General, (Cont'd.)

- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company opinion, injury or damage to Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F.** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1D.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G.** not creating, or allowing to be placed, any liens or other encumbrances on Company equipment or facilities; and
- H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Responsibilities of the Customer, (Cont'd.)

2.3.2 Liability of the Customer

- A.** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate sheet of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C.** The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this rate sheet including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this rate sheet is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

- A.** Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B.** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to Company employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities

- A.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications services and the channels, facilities or equipment of others shall be provided at the Customer's expense.
- B.** Communications services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the price listings of other communications carriers that are applicable to such connections.
- C.** Facilities furnished under this price listing may be connected to Customer-provided terminal equipment in accordance with the provisions of this price listing. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.
- D.** Customers may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this price listing only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.4 Inspections

- A.** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B.** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- C.** If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company net income) imposed on or based upon the provision, sale or use of Network Services.

Certain telecommunications services, as defined in the Illinois Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Illinois, or both, and are charged to a subscriber's telephone number or account in Illinois.

Customers will only be charged once, on either an interstate or intrastate basis or on a pro-rate basis, for any nonrecurring charges.

Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.5.6 of this price listing.

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.1 Payment for Service, (Cont'd.)

The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility and one month's estimated usage. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

Advanced payments for installation costs or special construction will be netted against the actual charges on the first bill.

If the Company provides service under a term plan (1,3,5 years, etc.) and (1) automatically renews the contract, and (2) imposes a penalty for early cancellation by the customer, then the customer shall be notified 60 days in advance of the customer's current contract expiration date.

SECTION 2 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- A.** Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- B.** The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- C.** When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

SECTION 2 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.2 Billing and Collection of Charges, (Cont'd.)**

- D.** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this price listing or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E.** If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, thirty (30) days following the invoice date, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%.
- F.** In the event that a Customer pays a bill as submitted by a telephone utility and the billing is later found to be incorrect due to an error either in charging more than the published rate, in measuring the quantity or volume of service provided, or in charging for the incorrect class of service, the utility shall refund the overcharge with interest from the date of overpayment by the Customer, less any amounts the Customer disputed or withheld payment on.

The rate of interest shall be the rate as established by the Commission to be paid on deposits.

The refund shall be accomplished by a credit on a subsequent bill for telephone service, or by check of the account is final, or if so requested by the Customer.

SECTION 2 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.2 Billing and Collection of Charges, Cont'd.**

- (G) The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Illinois Commerce Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Illinois Commerce Commission
527 East Capital Avenue
Springfield, Illinois 62701

The address of the Company is as follows:

AMI Communications, Inc.
300 Cardinal Drive, Suite 280
St. Charles, IL 60175
Toll Free: (800) 254-3202

- (H) If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company, in accordance with this Price listing, and later restored, restoration of service will be subject to restoration of service charges as specified in this Price listing.

SECTION 2 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.3 Suspension or Termination of Service****A. Discontinuance or Refusal of Service**

The Company may discontinue or refuse service for any of the reasons stated below:

1. For failure to make or increase a deposit pursuant to 83 Ill. Adm. Code 735.90, 735.110 and 735.120;
2. For failure to pay a past due bill owed to the Company, including one for the same class of service furnished to the applicant or Customer at the same or another location, or where the applicant or Customer voluntarily assumed, in writing, responsibility for the bills of another applicant or Customer. For purposes of this subsection, the Company may discontinue service if the current Customer is liable for a past due bill for telephone service pursuant to Section 15 of the Rights of Married Persons Act (750 ILCS 65/15), unless the Customer, at the option of the Company, pays any past due bill and/or provides a deposit pursuant to 83 Ill. Admn. Code 735.120 and/or enters into a deferred payment agreement pursuant to 83 Ill. Adm. Code 735.80;
3. For failure to provide Company representatives with necessary access to Company-owned service equipment after the Company has made a written request to do so;
4. For failure to make payment in accordance with the terms of a deferred payment arrangement;
5. When a Company has reason to believe that a Customer has used a device or scheme to obtain service without payment and where the Company has so notified the Customer prior to disconnection;

SECTION 2 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.3 Suspension or Termination of Service, (Cont'd.)****A. Discontinuance or Refusal of Service, (Cont'd.)**

6. For violation of or noncompliance with a Commission order;
7. In the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished;
8. In the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company;
9. For violation of or noncompliance with any rules of the Company on file with the Commission;
10. For violation of or noncompliance with municipal ordinances and/or other laws pertaining to service; or
11. The Customer's use of equipment adversely affects the Company's service to others. This disconnection may be done without notice to the Customer or user.

SECTION 2 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.3 Suspension or Termination of Service, (Cont'd.)****B. Prohibited, Unlawful or Improper Use of the Facilities or Service**

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of price listing charges;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;
4. The use of the service in such a manner such that it interferes with the service of other Customers or prevents them from making or receiving calls, or degrades the service in any manner;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a Customer's line, thereby interfering with the Customer's use of the service; or
6. Permitting fraudulent use.

SECTION 2 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.3 Suspension or Termination of Service, (Cont'd.)****C. Discontinuance Procedures**

1. If, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur;
2. The Company may discontinue service to a Customer after it has mailed or delivered by other means a written notice of discontinuance. Service shall not be discontinued until at least five (5) days after delivery of this notice or eight (8) days after the postmark date on a mailed notice. The notice of discontinuance shall be delivered separately from any other written matter or bill.
3. Notice of discontinuance shall not be mailed before the third business day following the due date shown on the bill.

D. Said notice shall remain in effect for twenty (20) days beyond the date of discontinuance shown on the notice. The Company shall not discontinue service beyond the twenty (20) day period until at least five (5) days after delivery of a new written notice of discontinuance or eight (8) days after the postmark on a mailed notice.

E. In addition to the written notice, the Company shall attempt to advise the Customer when service is scheduled for discontinuance.

SECTION 2 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.3 Suspension or Termination of Service, (Cont'd.)****F. Timing of the discontinuance**

Service shall not be discontinued for a past due bill after 12 noon on a day before or on any Saturday, Sunday, legal holiday recognized by the State of Illinois, or any day when the Company's business offices are not open for business.

G. Discontinuance and Restoral Information

1. Service shall not be discontinued, and shall be restored if discontinued, where a present Customer who is indebted to the Company enters into a payment arrangement pursuant to 83 Ill. Adm. Code 735.80, and complies with the terms thereof.
2. Service shall not be discontinued, and shall be restored if discontinued, for any reason which is the subject of a dispute or complaint pursuant to 83 Ill. Adm. Code 735.190 and/or 83 Ill. Adm. Code 735.200 while such dispute or complaint is pending and the complainant has complied with the provisions of the Administrative Code.
3. Service shall not be discontinued, and shall be restored if discontinued, for an amount due the Company which has not been included in a discontinuance notice.
4. Nothing in this Section shall be construed to prevent immediate discontinuance of service without notice or the refusal of service for reasons of public safety or health.

SECTION 2 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.4 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one (1) month's charges for the service or facility and one month's charges for estimated usage and an additional (1) month advance payment for each subsequent month. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The initial advance payment will be credited to the Customer's initial bill. Subsequent advance payments will be credited on the appropriate monthly bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

SECTION 2 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.5 Deposits**

- A.** The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges in accordance with Commission Rules. No such deposit will be required of a Customer which has established satisfactory credit and has no history of late payments to the Company.
- B.** The amount of the deposit which may be required of a Customer for the purpose of establishing credit shall not exceed two times the average monthly bill for residential Customers whose bills are payable in advance. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.
- C.** The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.
- D.** The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund.

SECTION 2 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.5 Deposits, (Cont'd.)**

- E.** The Company shall keep a record of each cash deposit until the deposit is returned. The record will show the name of each Customer making a deposit; the premises occupied by the Customer when making the deposit and each successive premises occupied while the deposit is retained by the Company; the amount and date of making the deposit; and a record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit. Concurrently with receiving a deposit, the Company will provide the Customer a receipt showing the deposit date, the name and billing address of the Customer and the deposit amount.
- F.** Upon discontinuance of service, or when a Customer has established credit by other means, the Company will promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the services furnished by the company. A transfer of service from one location to another within the Company's serving area shall not be deemed a discontinuance with the Company if the character of the service remains unchanged.
- G.** Deposits will be refunded after twelve months of timely payment, with interest as specified above.

SECTION 2 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.6 Cancellation of Application for Service**

- A.** Applications for service cannot be canceled without Company agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below. Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.
- B.** Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

The total costs of installing and removing such facilities; or The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this price listing plus the full amount of any applicable installation and termination charges.
- C.** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, amounts paid to or owed including penalties to outside vendors, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D.** Special charges described in 2.5.6 A. through 2.5.6 C. will be calculated and applied on a case-by-case basis through a special contract with the Commission.

SECTION 2 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.7 Changes in Service Requested**

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

2.5.8 Return Check Charge

A service charge equal to \$25.00 will be assessed in accordance with Illinois law for all checks or other payment type submitted by the Customer to the Company and returned or dishonored by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

2.5.9 Deferred Payments

Residential customers who are indebted to a company for past due service shall have the opportunity to make arrangements to retire the delinquent amount by periodic payments (Deferred Payment Agreement).

All applicants for service, nonresidential customers who have failed to make payment under such a plan during the past 12 months, who are indebted to a company for past due service, may have the opportunity, at the discretion of the company, to make arrangements to retire the debt by periodic payments (Deferred Payment Agreement).

SECTION 2 - REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.9 Deferred Payments, (Cont'd.)**

- A.** The terms and conditions of a Deferred Payment Agreement will be determined by a company after consideration of the following:
- .1 The size of the past due account;
 - .2 the Customer's or applicant's ability to pay;
 - .3 the customer's or applicant's payment history;
 - .4 the reasons for the delinquency; and
 - .5 any other relevant factors relating to the circumstances of the customer's or applicant's service.
- B.** A company may require an applicant for residential service or a residential customer to pay no more than $\frac{1}{4}$ of the amount past due and owing at the time of entering into a Deferred Payment Agreement. The company may require an applicant for business service or a business customer to pay no more than $\frac{1}{3}$ the amount past due and owing at the time of entering into the Deferred Payment Agreement. The company shall allow the customer or applicant a minimum of four months from the date of said agreement and a maximum of 12 months in which to complete payment pursuant to a Deferred Payment Agreement.
- C.** A Deferred Payment Agreement shall be in writing, with a copy provided to the applicant or customer, and shall conform to the following:
- .1 The applicant or customer will be required to pay all future bills for service by the due date; and
 - .2 the applicant or customer shall pay the delinquent amount according to the terms of the Deferred Payment Agreement.

SECTION 2 - REGULATIONS, (CONT'D.)**2.7 Allowances for Interruptions in Service**

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this price listing by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.7.1 for the part of the service that the interruption affects.

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls, either incoming or outgoing or both, due to equipment malfunction or human errors.

2.7.1 General

- A.** A credit allowance will be given when service is interrupted, except as specified below and as defined at 2.1.4.E. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this rate sheet.
- B.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C.** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by Company agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

SECTION 2 - REGULATIONS, (CONT'D.)**2.7 Allowances for Interruptions in Service, (Cont'd.)****2.7.2 Limitations of Allowances**

No credit allowance will be made for any interruption in service:

- A.** Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;
- B.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C.** Due to circumstances or causes beyond the reasonable control of the Company;
- D.** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E.** Due to electric power failure where, by the provisions of this price listing, the subscriber is responsible for providing electric power;
- F.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilizes another service provider;
- G.** During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- H.** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- I.** That was not reported to the Company within thirty (30) days of the date that service was affected.
- J.** Due to any conditions specified at 2.1.4.E preceding.

SECTION 2 - REGULATIONS, (CONT'D.)**2.7 Allowances for Interruptions in Service, (Cont'd.)****2.7.3 Use of Another Means of Communications**

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

2.7.4 Application of Credits for Interruptions in Service

- A.** Subject to the terms and conditions of 2.1.4.E, credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B.** For calculating credit allowances, every month is considered to have thirty (30) days.
- C.** Subject to the terms and conditions of 2.1.4.E, a credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

SECTION 2 - REGULATIONS, (CONT'D.)

2.7 Allowances for Interruptions in Service, (Cont'd.)

2.7.4 Application of Credits for Interruptions in Service, (Cont'd.)

D. Interruptions of 24 Hours or Less

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

E. Interruptions Over 24 Hours and Less Than 72 Hours

Subject to the terms and conditions of 2.1.4.E, interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

F. Interruptions Over 72 Hours

Subject to the terms and conditions of 2.1.4.E, interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

SECTION 2 - REGULATIONS, (CONT'D.)**2.7 Allowances for Interruptions in Service, (Cont'd.)****2.7.5 Cancellation For Service Interruption**

Subject to the terms and conditions of 2.1.4.E, cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

2.8 Use of Customer's Service by Others**2.8.1 Joint Use Arrangements**

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

SECTION 2 - REGULATIONS, (CONT'D.)**2.9 Cancellation by Customer**

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

2.10 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.10.1 Termination Liability

The Customer's termination liability for cancellation of service shall be equal to:

- A.** all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B.** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C.** all Recurring Charges specified in the applicable Service Order listing for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D.** minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

SECTION 2 - REGULATIONS, (CONT'D.)**2.11 Service Guarantees****2.11.1 Service Installation Guarantees**

Effective August 1, 2001, the Company will install basic local service and provide service guarantees in accordance with 83 Ill. Adm. Code, Section 732.

A. Installation Guarantees

The Company will provide installation for new service based upon the following intervals:

- .1** Service will be installed within five (5) business days after receipt of the order unless the customer requests a later installation date. In that case, the Company will inform the Customer of its duty to install service within five (5) days.
- .2** The Company offering basic local exchange service utilizing the network or network elements of another carrier must install new lines for basic local exchange service within three (3) business days of the line or lines being provisioned by the carrier whose network or network elements are being utilized.

SECTION 2 - REGULATIONS, (CONT'D.)**2.11 Service Guarantees, Cont'd.****2.11.1 Service Installation Guarantees, Cont'd.****B. Installation Credits**

Effective August 1, 2001, should the Company fail to meet the Installation Guarantee's identified above, the Customer will receive the following installation credits. Credit will be given on the next monthly billing cycle following the missed Installation Guarantee.

- .1** A credit of 50% of the installation charge, or, in the absence of an installation charge or where installation is pursuant to Link-Up, a credit of \$25.
- .2** A credit of 100% of the installation charge if the carrier fails to install service within ten (10) days after the service application is placed, or five (5) business days after the Customer's requested installation date. In the absence of an installation charge or in the case where installation is pursuant to Link-Up, the carrier must provide credit of \$50.
- .3** For each day that the failure to install service continues beyond the initial ten (10) days or beyond five (5) business days after the Customer's requested installation date, the carrier must provide either alternative telephone services or an additional credit of \$20 per day, at the Customer's option.
- .4** The Company will provide the Customer with a \$50 credit, on the Customer's next invoice, for any missed installation appointment that requires the Customer to be present. This credit is not applicable if the Company provides the Customer with a 24 hour notice of the Company's inability to keep the appointment.

SECTION 2 - REGULATIONS, (CONT'D.)**2.11 Service Guarantees, Cont'ed.****2.11.2 Customer Service Visit Guarantees**

Effective August 1, 2001, the Company will provide Customer Service Visit Guarantees in accordance with 83 Ill. Adm. Code, Section 732.

A. Repair Service Guarantees

The Company will provide repair service visits upon the following intervals:

- .1** Service must be restored within 24 hours of receiving notice that a Customer is out of service, including those service disruptions that occur when a Customer switches existing basic local exchange service from another carrier to the Company.
- .2** All repair appointments must be kept when a Customer premise visit requires the Customer to be present. If a repair appointment is missed the Customer is entitled to the Credit described in 4.5.2 below. The Company must inform the Customer when a repair or installation appointment requires the Customer to be present, prior to scheduling the appointment.

B. Repair Service Credits

Should the Company fail to meet the Repair Service Guarantee for service visits that require the Customer to be present, the Customer will receive the following credit. Credit will be given on the next monthly billing cycle following the missed Repair Service Guarantee.

- .1** The Company will provide the Customer with a \$50 credit, on the Customer's next invoice, for any missed repair appointment that requires the Customer to be present. This credit is not applicable if the Company provides the Customer with a 24 hour notice of the Company's inability to keep the appointment.

SECTION 2 - REGULATIONS, (CONT'D.)

2.12 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

2.12.1 to any subsidiary, parent company or affiliate of the Company; or

2.12.2 pursuant to any sale or transfer of substantially all the assets of the Company; or

2.12.3 pursuant to any financing, merger or reorganization of the Company.

SECTION 2 - REGULATIONS, (CONT'D.)**2.13 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains Company services provided under this price listing.

2.13.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A.** The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, provided that the unauthorized use occurs before the Company has been notified.
- B.** A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.
- C.** The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card occurred or may occur as a result of loss, and/or theft.
- D.** The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this rate sheet, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.
- E.** The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company was affected.

SECTION 2 - REGULATIONS, (CONT'D.)**2.14 Notices and Communications**

- 2.14.1** The Customer shall designate on the Service Order the address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which Company bills for service shall be mailed.
- 2.14.2** 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 a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.14.3** Except as otherwise stated in this price listing, all notices or other communications required to be given pursuant to this price listing will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.14.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.15 Taxes, Fees and Surcharges

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to, Federal Excise Tax, State Sales Tax and Municipal Tax. Unless otherwise specified in this price listing, such taxes, fees and surcharges are in addition to rates as quoted in this price listing and will be itemized separately on Customer invoices.

SECTION 2 - REGULATIONS, (CONT'D.)**2.16 Miscellaneous Provisions****2.16.1 Telephone Number Changes**

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

2.16.2 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

SECTION 2 - REGULATIONS, (CONT'D.)**2.17 Telephone Assistance Programs****2.17.1 General**

Low income assistance will be offered by the Company when residential local exchange service is available as a stand-alone offering in this price listing. To qualify for low-income assistance, the applicant must participate in any of the following assistance programs. The Illinois Department of Human Services will certify the applicant's participation in assistance programs (a) and (b), below for purposes of eligibility.

- (a) Medicaid
 - (b) Food Stamps
 - (c) Supplemental Security Income (SSI)
 - (d) Federal Housing Assistance
 - (e) Low-Income Home Energy Assistance (LIHEAP)
- A. The low-income programs are funded through voluntary contributions from Illinois customers.
 - B. The Telephone Company's verification through the Department of Human Services or, in lieu of electronic verification, applicant's signature on the form contained in Part 757 as Exhibit E, shall constitute proof of income eligibility.
 - C. The low-income assistance shall be available to only one access line per low-income household.

2.17.2 Supplemental Link-Up Assistance

A one-time credit of up to \$5.00, not to exceed 50% of the connection charge, will be applied to each new eligible customer.

2.17.3 Supplemental Lifeline Assistance

Eligible customers may receive a discount of \$1.20 on their monthly telephone service.

SECTION 2 - REGULATIONS, (CONT'D.)**2.17 Telephone Assistance Programs, (Cont=d)****2.17.4 Voluntary Contributions**

- A. Customers wishing to participate in the funding of UTSAP may do so by electing to contribute, on a monthly basis, a fixed amount to be included by the Company on the Customer's monthly bill. The voluntary contribution shall not reduce the Customer's total monthly bill amount due the Company for telephone services or other charges.
- (1) Residential Customers may elect to contribute:
- (a) \$0.50
 - (b) \$1.00
 - (c) \$2.00
 - (d) \$5.00
- (2) Business Customers may elect to contribute:
- (a) \$1.00
 - (b) \$5.00
 - (c) \$10.00
 - (d) \$25.00
- B. Customers may elect to discontinue or change the amount of monthly contribution on their bill at any time upon providing at least thirty (30) days notice to the Company.
- C. Failure by the Customer in any month to remit the entire billed amount shall reduce the UTSAP contribution accordingly.

SECTION 2 - REGULATIONS, (CONT'D.)**2.18 Telecommunications Relay Service**

2.18.1 AMI Communications, Inc. concurs in the Rates, Rules and Regulations governing: (1) intrastate Telecommunications Provisions for the Hearing-and-Voice-Impaired as filed by the Illinois Telecommunications Access Corporation in its ILL. C. C. No. 1 price listing; (2) intrastate Telecommunications Provisions for the Deaf and Severely Hearing-Impaired for Telecommunications Relay Service as filed by the Illinois Telecommunications Access Corporation in its ILL. C. C. No. 3 price listing.

2.18.2 AMI Communications, Inc. extends this concurrence to any and all changes which may be made subsequent to this date by the Illinois Telecommunications Access Corporation in its ILL. C. C. No. 2 and ILL. C. C. No. 3 price listings.

2.18.3 AMI Communications, Inc. hereby expressly reserves the right to cancel and make void this statement of concurrence at any time.

2.18.4 ITAC Supplemental Charge

- A. Pursuant to the Order dated May 7, 2008, of the Illinois Commerce Commission in Docket No. 08-0246, the Company will impose a supplemental charge of six cents per month per line for all subscriber lines other than Centrex-type and PBX lines, a charge of 1.2 cents for each Centrex-type line, and a charge of 30 cents per PBX trunk. Charges for services provisioned by T-1 lines and other advanced services shall mirror the Company's application of 9-1-1 charges. These charges shall be effective with bills rendered on or after June 1, 2008 or at the beginning of the first cycle after June 1, 2008.

SECTION 2 - REGULATIONS, (CONT'D.)**2.19 Universal Emergency Telephone Number Service (911)**

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the numbers 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center Customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. No call-specific charges apply to 911 calls.

SECTION 2 - REGULATIONS, (CONT'D.)**2.20 Digital Divide Elimination Fund**

Digital Divide Elimination Fund Program is created as a special fund in the State Treasury to foster elimination of the Digital Divide. All monies in the Fund will be collected by the Company and reported to the Department of Commerce and Community Affairs, who will issue grants to the various communities based upon their needs.

2.20.1 Customers wishing to participate in the funding of the Program may do so by electing to contribute, on a monthly basis, a fixed amount to be included on the Customer=s monthly bill. This contribution shall not reduce the customer's total amount due for telecommunications services or other charges appearing on the bill.

2.20.2 This contribution will be a line item on the bill and identified as the Digital Divide Fund.

2.20.3 Customers may elect to contribute \$0.50, \$1.00, \$2.00, \$5.00, \$10.00, \$15.00, or \$25.00 per month per line.

2.20.4 Customers may elect to discontinue or change the amount of the monthly contribution on their bill at any time upon providing at least thirty (30) days= notice by telephone to the Company.

2.20.5 Failure by the customer in any month to remit the entire billed amount may reduce the contribution accordingly.

SECTION 3 - SERVICE AREAS

3.1 Exchange Service Areas

The Company will provide Local Exchange Service throughout the geographic area serviced by its underlying carrier, SBC-Ameritech, within the State of Illinois. The Company concurs in the exchange areas, boundaries and calling areas listed in the applicable local exchange price listings of the incumbent local exchange carrier.

SECTION 4 - SERVICE CHARGES AND SURCHARGES

4.1 Service Order and Change Charges

4.1.1 General

Non-recurring charges apply to processing Service Orders for new service and for changes in service.

New Installation Charge - applies to requests for initial connection or establishment of telephone service to the Company. This charge applies to each line installed.

Technician Dispatch Charge - applies, in addition to all other charges for the visit, when a visit to the Customer's premises is necessary to move, add, change or install service, or to isolate a problem reported to the Company which cannot be handled remotely. This charge also applies when the Customer fails to meet the Company agent or employees for the prearrangement appointment as requested.

Secondary Service Order Charge - applies to work associated with Customer-requested changes to existing services, including adding or deleting line features. One Service Order Change Charge applies for each change order requested by the Customer. If multiple changes are requested by the Customer and occur on the same order, only one charge applies.

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D)**4.1 Service Order and Change Charges, (Cont'd)****4.1.2 Rates**

	Residence	Business
New Installation Charge, per line:	\$18.89	\$34.85
Change Charge, per order:	\$ 5.00	\$0.00
Record Work only	\$ 4.00	\$0.00
Line Connection Charge, Per Line		
Establish	\$20.50	\$17.50
Add or Change	\$20.50	\$17.50

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D)

4.2 Premises Visit Charge

Premises Visit charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises. This charge applies in addition to the Technician Dispatch Charge.

	Business	Residence
Monday –Friday, 8 AM to 5 PM		
Simple Services, first 15 minutes	\$17.00	\$17.00
Simple Services, each additional 15 minutes	\$11.00	\$11.00
Complex Services, first 15 minutes	\$29.50	\$29.50
Complex Services, each additional 15 minutes	\$11.50	\$11.50
Monday –Friday, Before 8 AM and after 5 PM		
Simple Services, first 15 minutes	\$19.00	\$19.00
Simple Services, each additional 15 minutes	\$13.00	\$13.00
Complex Services, first 15 minutes	\$33.50	\$33.50
Complex Services, each additional 15 minutes	\$13.50	\$13.50
Sundays and Holidays		
Simple Services, first 15 minutes	\$21.50	\$21.50
Simple Services, each additional 15 minutes	\$15.00	\$15.00
Complex Services, first 15 minutes	\$37.00	\$37.00
Complex Services, each additional 15 minutes	\$16.00	\$16.00

4.3 Restoral Charge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section I of this Price listing.

	Residence	Business
Restoration, per account:	\$12.40	\$12.40

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D)**4.4 Carrier Presubscription****4.4.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier that the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D)**4.4 Carrier Presubscription, (Cont'd.)**

4.4.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A:** Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription
- Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customer's primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F:** Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D)**4.4 Carrier Presubscription, (Cont'd.)****4.4.3 Rules and Regulations**

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 4.4.5 below:

4.4.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 4.3.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D)**4.4 Carrier Presubscription, (Cont'd.)****4.4.5 Presubscription Charges****A. Application of Charges**

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 4.4.4 above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

B. Nonrecurring Charges

Per business or residence line, trunk, or port	
Initial Line, or Trunk or Port	\$10.00
Additional Line, Trunk or Port	\$10.00

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D)**4.5 Public Telephone Surcharge**

In order to recover Company expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard price listing usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the A#@ symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Rate Per Call: \$0.45

SECTION 5 – BASIC SERVICES AND RATES

5.1 General

Local exchange service is offered to business and residential Customers on a presubscription basis from equal access originating end offices only. Rates for service may vary by call type and/or term commitment. Usage rates, per call charges and monthly fees may apply. In addition, applicable Service Order and other non-recurring charges may apply. Call timing is defined in the description for each service. Service is available 24 hours a day, 7 days a week. Service is available where technically feasible and where facilities permit.

5.1.1 Application of Business and Residential Rates

- 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 of a personal or domestic nature at the person's dwelling, service is classified as Residential service.

SECTION 5 – BASIC SERVICES AND RATES, (CONT'D.)

5.1 General (Cont'd.)

5.1.1 Application of Business and Residential Rates (Cont'd.)

B. Business rates apply at the following locations, among others:

- .1 In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
- .2 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.
- .3 In the residence of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no service at business rates at another location.
- .4 In any residence location where there is substantial business use of the service and the customer has no service at business rates.

C. Residence rates apply at the following locations, among others:

- .1 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 nature are not furnished.
- .2 In the residence of a practicing physician, dentist, veterinarian, surgeon, or other medical practitioner provided that such residence is not a part of an office building and provided the Customer has service charged for at business rates another location.

SECTION 5 – BASIC SERVICES AND RATES (CONT'D)**5.1 General, (Cont'd.)****5.1.2 Emergency Services Calling Plan**

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

- A.** Governmental fire fighting, Illinois Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.
- B.** An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

SECTION 5 – BASIC SERVICES AND RATES (CONT'D)**5.2 Charges Based on Duration of Use**

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

- 5.2.1** Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- 5.2.2** Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- 5.2.3** Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 5.2.4** Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 5.2.5** All times refer to local time.
- 5.2.6** Calls may be rated as Day, Evening and Night/Weekend. Evening usage is considered to be between 8:00 AM to 9:00 AM; 11:00 AM to 2:00 PM and 8:00 PM to 9:00 PM Monday through Friday. Weekend usage is considered to be from 9:00 PM to 8:00 AM on weekdays, and all day Saturday, Sunday, Thanksgiving Day, Christmas Day, New Years Day, Independence Day and Labor Day. All other calls are considered to be Day usage.

SECTION 5 – BASIC SERVICES AND RATES (CONT'D)**5.3 Local Exchange Service****5.3.1 General**

Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company's Local Calling Services and other Services as set forth in this price listing;
- c) access interexchange calling services of the Company and of other carriers;
- d) access (at no additional charge) to the Company's operators and business office for service related assistance;
- e) access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- f) access relay services for the hearing and/or speech impaired.

Local Exchange Services cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual line Residence and Business Local Exchange Service is comprised of exchange access lines defined as follows:

Exchange Access Line - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the price listing use offering selected by the Customer.

SECTION 5 – BASIC SERVICES AND RATES (CONT'D)**5.3 Local Exchange Service (Cont'd.)****5.3.2 Residential Basic Local Exchange Service**

- A. Residential Basic Local Exchange Service provides a Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Residential Basic Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Basic local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Basic Local Exchange Service are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Long distance and intraLATA toll usage will be billed at per-minute rates, as found in the Company's long distance price listing, . when the Customer chooses AMI for this service.

SECTION 5 – BASIC SERVICES AND RATES (CONT'D)

5.3 Basic Local Exchange Service (Cont'd.)

5.3.2 Residential Basic Local Exchange Service, (Cont'd.)

B. Rates

1. Monthly Recurring Charges

ACCESS AREA	SERVICE TYPE
	Basic Residential Local
Access Area A	\$14.95
Access Area B	\$14.95
Access Area C	\$14.95

2. Usage Rates

<u>Per Call</u>	Day/Evening/Night/Weekend
<u>Band A</u> 0 – 8 Miles	Per Call \$0.100
<u>Band B</u> 8 - 15 Miles	Per Call \$0.100
<u>Band C</u> Over 15 Miles	Per Minute \$0.200

SECTION 5 – BASIC SERVICES AND RATES (CONT'D)**5.3 Basic Local Exchange Service (Cont'd.)****5.3.3 Business Basic Local Exchange Service**

Business Basic Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a measured rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Business Basic Local Exchange Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Business Measured Service provides business customers with measured local, toll, and Long Distance calling. Long distance and intraLATA usage will be billed at per-minute rates, as found in the Company's long distance price listing, when the Customer chooses AMI for this service.

SECTION 5 – BASIC SERVICES AND RATES (CONT'D)

5.3 Local Exchange Service (Cont'd.)

5.3.3 Business Basic Local Exchange Service, (Cont'd.)

B. Rates

1. Monthly Recurring Charges

ACCESS AREA	SERVICE TYPE
	Basic Business Local
Access Area A	\$39.95
Access Area B	\$39.95
Access Area C	\$39.95

2. Usage Rates

<u>Per Minute</u>	<u>1st Minute</u>	<u>Add'l Minute</u>
<u>Band A</u> 0 - 8 Miles	\$0.080	\$0.080
<u>Band B</u> 8 - 15 Miles	\$0.120	\$0.100
<u>Band C</u> Over 15 Miles	\$0.220	\$0.220

SECTION 5 – BASIC SERVICES AND RATES (CONT'D)**5.3 Local Exchange Service (Cont'd.)****5.3.4 Business PBX Trunk Service**

PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network. An optional per trunk Hunting feature is available for Customers which routes a call to the next idle trunk in a prearranged group.

PBX Trunks are available as Inward, Outward or Two-Way combination trunks where services and facilities permit. PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges.

Recurring charges for PBX Trunk Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

SECTION 5 – BASIC SERVICES AND RATES (CONT'D)

5.3 Local Exchange Service (Cont'd.)

5.3.4 Business PBX Trunk Service, (Cont'd.)

Usage Sensitive Charges and Allowances for Business PBX Trunk Service are specified below. Service Charges and Surcharges for Business PBX Trunk Service are listed in Section 4 of this price listing under business rates. Long distance and intraLATA usage will be billed at per-minute rates, as found in the Company's long distance price listing, when the Customer chooses AMI for this service.

A. Rates

1. Monthly Recurring Charges

ACCESS AREA	SERVICE TYPE
	Basic Business Local
Access Area A	\$39.95
Access Area B	\$39.95
Access Area C	\$39.95

2. Usage Rates

<u>Per Minute</u>	<u>1st Minute</u>	<u>Add'l Minute</u>
<u>Band A</u> <u>0 - 8 Miles</u>	\$0.080	\$0.080
<u>Band B</u> <u>8 - 15 Miles</u>	\$0.120	\$0.100
<u>Band C</u> <u>Over 15 Miles</u>	\$0.220	\$0.22

SECTION 5 – BASIC SERVICES AND RATES (CONT'D)

5.3 Local Exchange Service (Cont'd.)

5.3.5 Direct Inward Dialing (DID) Service

Direct Inward Dialing (“DID”) permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer’s location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

The following maximum charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and nonrecurring charges for PBX Trunks as shown in this price listing. The Customer will be charged for the number of DID Number Blocks (100 numbers per block) regardless of the number of DID numbers utilized out of the available 100 numbers.

	Installation Charge	Monthly Recurring
Establish Trunk Group and Provide Each Block of 10 DID Numbers	\$ 0.00	\$ 1.00
DID Service		
Each Trunk – First 10	\$32.95	\$20.00
Each Trunk – Over 10	\$32.95	\$20.00

SECTION 5 – BASIC SERVICES AND RATES (CONT'D)**5.3 Local Exchange Service (Cont'd.)****5.3.6 ISDN Direct (BRI) Service**

ISDN Direct is a telecommunications service that provides residence and business exchange customers an integrated voice/data communications capability for the transmission of circuit switched voice and data and packet switched data signals on an incoming and outgoing basis utilizing Integrated Services Digital Network (ISDN) architecture as recommended by the International Telegraph and Telephone Consultative Committee (CCITT).

This service requires two 64 Kbps “B” channels to transmit any combination of Circuit Switched Voice/Data or high speed Packet Switched Data and one “D” channel to carry network signaling and user originated Packet Switched data at speeds up to 9.6 Kbps (2B+D). It is available from specially equipped digital switching equipment located in the central office and where facilities permit and where capacity is available and within specified distances from the serving central office. A maximum of eight devices may be connected directly to an ISDN line and only two of these devices are permitted to access the two “B” channels.

SECTION 5 – BASIC SERVICES AND RATES (CONT'D)

5.3 Local Exchange Service (Cont'd.)

5.3.6 ISDN Direct (BRI) Service (Cont'd.)

A. Rates

1. Monthly and Non-Recurring Charges

SERVICE	<u>Monthly Rate</u>	<u>Installation</u>
ISDN C.O. Term	\$17.00	\$50.00
ISDN Direct C.O. Term	\$17.00	\$50.00
ISDN National/Direct Line		
Access Area A	\$5.00	\$17.50
Access Area B	\$8.50	\$17.50
Access Area C	\$12.30	\$17.50
Distance Extension Charge	\$22.50	\$0.00

2. Usage Rates

<u>Per Minute</u>	<u>1st Minute</u>	<u>Add'l Minute</u>
<u>Band A</u>		
<u>0 - 8 Miles</u>	\$0.040	\$0.015
<u>Band B</u>		
<u>8 - 15 Miles</u>	\$0.080	\$0.040
<u>Band C</u>		
<u>Over 15 Miles</u>	\$0.12	\$0.12

SECTION 5 – BASIC SERVICES AND RATES (CONT'D)
5.3 Local Exchange Service (Cont'd.)**5.3.6 ISDN Direct (BRI) Service (Cont'd.)****A. Rates, (Cont'd.)****3. Rates for Optional Components**

SERVICE	<u>Monthly Rate</u>	<u>Installation</u>
Circuit Switched Service Element per “B” Channel Voice or Data	\$4.00	\$15.00
Additional Call Offering	\$2.50	\$5.00
Additional Multiple Call Appearances, Each	\$2.00	\$5.00
Intercom Calling	\$2.50	\$5.00
Secondary Telephone Numbers, Each	\$2.00	\$5.00
Station Controlled Conferences – 6 Port	\$14.00	\$15.00
Message Waiting Indicator, Each	\$2.50	\$5.00
On Demand Packet Switched Data “B” Channel	\$20.00	\$50.00
Alternate Circuit Switched Voice/Data	\$9.00	\$15.00
Packet Switched Data “B” Channel (Standard capabilities and features per “B” Channel equipped	\$85.00	\$100.00
Packet Switched Data “D” Channel (Standard capabilities and features per “D” Channel equipped	\$6.50	\$15.00
Subsequent Changes for Circuit Voice and/or Packet Switched Data rearrangements to add line appearances or move line or feature appearance, per line, per occasion	N/A	\$15.00

SECTION 5 – BASIC SERVICES AND RATES (CONT'D)

5.3 Local Exchange Service (Cont'd.)

5.3.7 ISDN PRI

ISDN PRI is an ISDN-based end-to-end digital circuit that provides 23 64Kbps B and 1 64Kbps D channel over a T1 at a transmission speed of 1.544Mbps.

Customers purchase PRI in a 23B+D channel configuration for a fixed monthly fee. A minutes of use charge may be applicable. Additional costs are incurred for DID numbers, additional listings, and non-published numbers. A one-time set-up fee also applies.

Various non-regulated services are offered with PRI service. These services may involve additional charges.

A. Rates

1. Monthly Recurring Charges

SERVICE	<u>Monthly Rate</u>	<u>Installation</u>
Circuit Charges	\$495.00	\$200.00
Direct Inward Dial Lines/DID	\$5/block 20	\$0.50
Caller ID per Circuit	\$170.00	\$0.00
Disaster Recovery Routing per Circuit	\$75.00	\$0.00
Alternate Listing per listing	\$6.00	\$0.00

2. Usage Rates

BAND	<u>Per Minute Rate</u>
Band A 0 – 8 Miles	\$0.015
Band B 8 – 15 Miles	\$0.025
Band C Over 15 Miles	\$0.035

SECTION 5 – BASIC SERVICES AND RATES (CONT'D)
5.3 Local Exchange Service (Cont'd.)**5.3.8 ISDN PRI Enhanced**

ISDN PRI Enhanced is an ISDN-based end-to-end digital circuit that provides 23 64Kbps B and 1 64Kbps D channel over a T1 at a transmission speed of 1.544Mbps. Customers may consolidate traffic from multiple, diverse locations at their softswitch/voice gateway within a given LATA and send it over a PRI to AMI for termination.

Customers purchase ISDN PRI Enhanced in a 23B+D channel configuration for a fixed monthly fee. A minutes of use charge may be applicable. Additional costs are incurred for, additional listings, and non-published numbers. A one time set-up fee also applies. Various non-regulated services are offered with ISDN PRI Enhanced service. These services may involve additional charges.

A. Rates**1. Monthly Recurring Charges**

SERVICE	<u>Monthly Rate</u>	<u>Installation</u>
Circuit Charges	\$495.00	\$500.00
DID/Direct Inward Dial Lines	\$5/block 20	\$2.50
Disaster Recovery Routing	\$75.00	\$0.00
Change Charge per Order	N/A	\$150.00
ANI per line	\$1.00	\$15.00

SECTION 5 – BASIC SERVICES AND RATES (CONT'D)**5.3 Local Exchange Service (Cont'd.)****5.3.8 ISDN PRI Enhanced, (Cont'd.)****A. Rates, (Cont'd.)****2. Usage Rates**

BAND	<u>Per Minute Rate</u>
Band A 0 – 8 Miles	\$0.015
Band B 8 – 15 Miles	\$0.025
Band C Over 15 Miles	\$0.035

SECTION 5 – BASIC SERVICES AND RATES (CONT'D)
5.3 Local Exchange Service (Cont'd.)**5.3.9 T-1 Service**

T-1 Service provides a direct connection to a switch. AMI configures services specific to each customer location, and provisions circuits as either DOD (Direct Outward Dial), DID (Direct Inward Dial) or Channelized DIOD which allows DID capability over a DOD channel. Other features available are Backup Number Routing and Outbound ANI.

A Change Charge applies when a customer makes any one of the following changes: PIC change, hunt group change, DA listing change, name/address change, change of billing telephone number, change or replace telephone numbers, inside move, change to toll free termination number, change to toll free area of service, change to termination number for Fail Safe routing, remote call forwarding to a non-Company number, and a change to due date of an order

Various non-regulated services are offered with T-1 service. These services may involve additional charges.

A. Rates**1. Monthly Recurring Charges**

SERVICE	<u>Monthly Rate</u>	<u>Installation</u>
Circuit Charges	\$350.00	\$200.00
Direct Inward Dial Lines per DID	\$5/ block 20	\$0.50
Disaster Recovery Routing per circuit	\$75.00	\$0.00
Change Charge per order	N/A	\$150.00

SECTION 5 – BASIC SERVICES AND RATES (CONT'D)**5.3 Local Exchange Service (Cont'd.)****5.3.9 T-1 Service, (Cont'd.)****A. Rates, (Cont'd.)****2. Usage Rates**

BAND	<u>Per Minute Rate</u>
Band A 0 – 8 Miles	\$0.015
Band B 8 – 15 Miles	\$0.025
Band C Over 15 Miles	\$0.035

SECTION 5 – BASIC SERVICES AND RATES (CONT'D)**5.3 Local Exchange Service (Cont'd.)****5.3.10 IVAD (Integrated Voice and Data)**

IVAD provides a fully integrated voice and Internet communications platform. Customers may select the number of voice channels to be used simultaneously – 12, 16, 20 or 24. Basic local service is provided and includes the following standard features: Call forwarding, Call Forwarding/Busy Line, Call Waiting, Call Forwarding/Don't Answer, Cancel Call Waiting, Call Forwarding Busy/No Answer, 3- Way Calling, Hunting (Circular and Linear), Caller ID Blocking. Additional features available are Caller ID and Caller name, which require an additional charge.

A Change Charge applies when a customer makes any one of the following changes: PIC change, hunt group change, DA listing change, name/address change, change of billing telephone number, change or replace telephone numbers, inside move, change to toll free termination number, change to toll free area of service, change to termination number for Fail Safe routing, remote call forwarding to a non-Company number, and a change to due date of an order

SECTION 5 – BASIC SERVICES AND RATES (CONT'D)
5.3 Local Exchange Service (Cont'd.)**5.3.10 IVAD (Integrated Voice and Data), (Cont'd.)****A. Rates****1. Monthly and Non-Recurring Charges**

SERVICE	<u>Monthly Rate</u> <u>768K</u>	<u>Monthly Rate</u> <u>1544K</u>	<u>1 Year Installation</u>	<u>2 Year Installation</u>
12 Channel	\$550.00	\$700.00	\$1,000.00	\$00.00
16 Channel	\$650.00	\$800.00	\$1,000.00	\$00.00
20 Channel	\$650.00	\$800.00	\$1,000.00	\$00.00
24 Channel	\$700.00	\$850.00	\$1,000.00	\$00.00
Caller ID with Number, per line	\$5.00	\$5.00	N/A	N/A
Caller ID with Name, per line	\$6.00	\$6.00	N/A	N/A
Additional Listings, per listing	\$5.00	\$5.00	N/A	N/A
Change Charge, per order	N/A	N/A	\$150.00	\$150.00

2. Usage Charges

BAND	<u>Per Minute Rate</u>
Band A 0 – 8 Miles	\$0.015
Band B 8 – 15 Miles	\$0.025
Band C Over 15 Miles	\$0.035

SECTION 5 – BASIC SERVICES AND RATES (CONT'D)

5.3 Local Exchange Service (Cont'd.)

5.3.11 Residential and Business Unlimited Plan Local Exchange Service

The Unlimited Plan Local Exchange Service is available to residential and business Customers. The Plan offers unlimited local voice calling and certain standard line features for a single monthly charge. The Plan includes free Band A, B, C calling. The following features are included in the rate per line: Call Forwarding Busy Don't Answer, Call Forwarding Variable, Call Waiting, Call Waiting ID, Selective Call Forwarding, Three Way Calling, and Speed Dial. Additional features may be ordered separately at the Customer's option. Service is not available for resale or for extended data transmission purposes. Directory assistance calls are not included in the basic monthly rates, separate price listing rates apply.

A. Rates and Charges

1. Monthly Recurring Charges

<u>Access Area</u>	<u>Monthly Charge Per Line</u>
Access Area A	\$35.00
Access Area B	\$35.00
Access Area C	\$35.00

2. Optional Features

<u>Features</u>	<u>Monthly Charge Per Line</u>
Caller ID w/ Name	\$3.95
Custom Ring	\$1.50
Call Block, per call	\$0.05

SECTION 5 – BASIC SERVICES AND RATES (CONT'D)
5.3 Local Exchange Service (Cont'd.)**5.3.12 ISDN PRI Enhanced Unlimited Service**

ISDN PRI Enhanced Unlimited is an ISDN-based end-to-end digital circuit that provides (23) 64Kbps B Channel and 1 64Kbps D channel over a T1 at a combined transmission speed of 1.544Mbps. The ISDN PRI Enhanced Unlimited Service Customer may consolidate traffic from multiple, diverse locations at their softswitch/voice gateway within a given LATA and send it over a PRI to the Company for termination.

The ISDN PRI Enhanced Unlimited Customer receives free local Band A, B, and C voice calling up to 24,000 minutes per month per T1 circuit. All calls over 24,000 minutes a month are charged a per minute usage fee. Additional costs are incurred for additional listings and non-published numbers. A one time set-up fee also applies. Various non-regulated services are offered with ISDN PRI Enhanced Unlimited service. These services may involve additional charges. Directory assistance calls are not included in the basic monthly rates, separate price listing rates apply.

A. Rates and Charges**1. Monthly Recurring Charge**

<u>Service</u>	<u>Monthly Rate</u>	<u>Installation</u>
Per Circuit Charges	\$650.00	\$200.00
DID/Direct Inward Dial Lines (per block of 20)	\$5.00	\$25.00
Disaster Recovery Routing	\$75.00	\$150.00
Move/Change Charge per Circuit	N/A	\$400.00
ANI per line	\$1.00	\$15.00
Expedite Fees		\$250.00 plus any fees from the local exchange carrier.
Caller ID with Name per Circuit	\$25.00	N/A

2. Usage Rates

<u>Local Bands A, B, C</u>	<u>Per Minute Rate</u>
0-24,000 Minutes Per T1, per Month	Free
Over 24,000 Minutes Per T1, Per Month	\$0.05

SECTION 6 – CENTREX SERVICES AND RATES

6.1 General

Centrex Service is a central office-based PBX service offered to business Customers. Standard pricing plans are offered to Customers with two (2) or more station lines. Centrex configurations and/or features not contained in this Section are offered on an individual case basis, subject to the availability of equipment and facilities necessary to provision the service on a continuing and economically feasible basis. The minimum term commitment for Centrex Service is one (1) month.

6.2 Regulations

6.2.1 Service Requirements

- A. Basic Centrex Service is available to Customers served from a compatible central office where adequate facilities are available. A system must have a minimum of two (2) service lines.
- B. The Customer is responsible for notifying the Company thirty (30) calendar days prior to the termination of service.
- C. One free Directory Listing is provided with each Centrex Service system. Additional listings are available at rates specified under Directory Listing Services elsewhere in this price listing.

6.2.2 Centrex Basic Lines

- A. Basic Lines provide intercommunication on a two-digit basis (activated by dialing the appropriate, pre-programmed intercom code for an associated line (Station To Station Dialing)) in addition to direct access to (Direct Outbound Dialing (DOD)) and from (Direct Inward Dialing (DID)) the exchange network without the assistance of an attendant. Centrex Lines are assigned a 10-digit telephone number and are provided with DOD and DID capability.

SECTION 6 – CENTREX SERVICES AND RATES (CONT'D)**6.2 Regulations, (Cont'd)****6.2.2 Centrex Basic Lines. (Cont'd)**

- B. Centrex Lines can be provided with the following Line Class arrangements:
- .1 Unrestricted - An arrangement that has no restrictions on either incoming or outgoing calling.
 - .2 Partially Restricted Originating - An arrangement that restricts a Basic Line user to dial local service area calls but prevents the origination of long distance calls. In addition, this arrangement is available both with and without the capability for “zero” dialing.
 - .3 Fully Restricted - An arrangement that allows intercom-only calling for the Basic Line user.
 - .4 700/900/976 Restricted (Originating) - An arrangement which denies the Basic Line user the ability to make outgoing calls to 700/900/976 numbers.
- C. There is one type of Centrex Line:
- .1 Basic Centrex Lines – There is a 2-line minimum and Basic Centrex Lines allow the customer to place an outbound telephone call without first dialing an access code (e.g., 9) (also known as Assume Dial-9 – No Access Code Dialing). Station-to-Station Intercom Dialing is not available for Basic Centrex Lines and local usage rates apply for Intercom calls. Basic Centrex Lines are only available on a Month-to-Month basis.

SECTION 6 – CENTREX SERVICES AND RATES (CONT'D)**6.3 Standard Features**

Basic Centrex Line standard features are provided where facilities permit. All Basic Lines are equipped with the features as indicated below, but the Customer may choose not to activate all features. The Basic Line rates apply regardless of the number of features activated by the Customer.

- 6.3.1 Call Forwarding - Busy Line** - Permits the routing of incoming calls to another specified line of the system if the intended line is in use. With this arrangement, more than one (1) station line can forward to a common station line.
- 6.3.2 Call Forwarding - Don't Answer** - Permits the routing of incoming calls to another specified line of the system if the intended line is unanswered after approximately three (3) ringing cycles.
- 6.3.3 Call Forwarding - Variable - All Calls**: Permits a station user to have incoming calls automatically transferred to another line of the system, or to a line outside the system, for temporary periods. The feature is activated by dialing a code, followed by the line number to which the calls are to be forwarded. The feature is deactivated by dialing another code. Reminder Ring provides for a distinctive ringing signal to be provided to the Call Forward - Variable line at the time the call is forwarded.
- 6.3.4 Call Hold** - Permits an in-progress call to be held for extended period in order that another incoming call on another line may be answered.
- 6.3.5 Call Park** - Permits a station line user to park a call against its own telephone number. The parked call can be retrieved from any station by dialing the feature access code for retrieval and the station line number. A parked call that has not been retrieved within the time specified by the Customer will be returned to the station parking the call.

SECTION 6 – CENTREX SERVICES AND RATES (CONT'D)**6.3 Standard Features, (Cont'd.)**

- 6.3.6 Call Pickup** - Permits a line user to answer incoming calls to another line within the Centrex System by dialing a special access code.
- 6.3.7 Call Transfer** - Permits a station user to transfer a call to another line either within or outside of the system.
- 6.3.8 Station Line Hunting** - Permits station lines to be arranged in groups so that calls to a busy line in a group will be completed to another line in the group that is not busy.
- 6.3.9 Three Way Calling** - Permits a station user to establish a 3-way conference by placing an in-progress call on hold, through operation of the switchhook, and then dialing another call. By again operating the switchhook, the station user can connect the two calls.
- 6.3.10 Touch Tone:** All Centrex Lines are equipped for Touch Tone Calling.

SECTION 6 – CENTREX SERVICES AND RATES (CONT'D)

6.4 Rates & Charges

6.4.1 Monthly Recurring, Nonrecurring, and Local Usage Charges:

- A. The following rates apply to all Centrex Service lines provided by the Company, regardless of the number required by the Customer. Charges for monthly usage options apply in addition to the charges for Centrex Service lines. Long distance usage will be billed at per-minute rates, as found in the Company’s long distance price listing of this price listing.
- B. Monthly recurring charges, Nonrecurring, and Local Usage Charges per Individual Centrex Service line apply as follows:

1. Monthly and Nonrecurring Charges

Basic Centrex Lines	Monthly Recurring Charges	Nonrecurring Charges
Centrex System Charge, per line		
2-50 Lines	\$5.00	\$250.00
51-100 Lines	\$5.00	\$400.00
System Conversion Charge, per line		
2-50 Lines	\$5.00	\$100.00
51-100 Lines	\$5.00	\$200.00
Per Basic Line	\$26.00	\$26.00

SECTION 6 – CENTREX SERVICES AND RATES (CONT'D)**6.4 Rates & Charges, (Cont'd.)****6.4.1 Monthly Recurring, Nonrecurring, and Local Usage Charges, (Cont'd.):****2. Usage Rates**

<u>Per Minute</u>	<u>1st Minute</u>	<u>Add'l Minute</u>
<u>Band A</u> <u>0 - 8 Miles</u>	\$0.080	\$0.080
<u>Band B</u> <u>8 - 15 Miles</u>	\$0.120	\$0.100
<u>Band C</u> <u>Over 15 Miles</u>	\$0.220	\$0.220

SECTION 7 – SUPPLEMENTAL SERVICES AND RATES

7.1 Custom Calling Features

7.1.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

7.1.2 Description of Features

- A. Call Forwarding Variable – Automatically routes incoming calls to a predetermined telephone number
- B. Call Waiting – Signals the Customer with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.
- C. 3 – Way Calling – Allows the Customer to add a third party to an existing conversation.
- D. Speed Calling 8 – Allows the Customer to dial an abbreviated code to originate a call to any of 8 programmed telephone numbers.
- E. Speed Calling 30 – Allows the Customer to dial an abbreviated code to originate a call to any of 30 programmed telephone numbers.

SECTION 7 – SUPPLEMENTAL SERVICES AND RATES (CONT'D)**7.1 Custom Calling Features, (Cont'd.)****7.1.2 Description of Features, (Cont'd.)**

- F.** Auto Call Back – Automatically redials the last incoming call.
- G.** Repeat Dialing – Automatically redials a busy number for up to 30 minutes until line is available.
- H.** Call Screening – Automatically rejects calls from a specified list of numbers or from the incoming number.
- I.** Caller Originating Trace – Allows the Customer to dial a Call Trace activation code to initiate a trace of the last incoming call without obtaining prior legal authorization or assistance from the Company. The results of a completed trace will be recorded in the Central Office and will be made available only to law enforcement agencies, as directed by the Customers.
- J.** Privacy Control - This feature is available to business and residence customers and intercepts calls that are marked “private,” “out of area,” or “unavailable” on Caller ID units.
- K.** Caller ID - Provides for the display of the calling party telephone number on Caller ID compatible customer premises equipment.
- L.** Caller ID with Name – Provides for the display of the calling party name and telephone number on Caller ID compatible customer premises equipment.
- M.** Talking Call Waiting – Enhances Call Waiting by allowing the end user to hear who is calling after hearing the call waiting tone while on the line with another party. Any and all names are voiced to the subscriber, including private or unknown. Subscribers will hear both the call waiting tone and the name of the calling party.
- N.** Busy Line Transfer - When a called telephone number is busy, this feature automatically forwards incoming calls to a predetermined telephone number.

SECTION 7 – SUPPLEMENTAL SERVICES AND RATES (CONT'D)**7.1 Custom Calling Features, (Cont'd.)****7.1.2 Description of Features, (Cont'd.)**

- O.** Alternate Answering – When a called telephone number is not answered within designated parameters, this feature automatically forwards incoming calls to a predetermined telephone number.
- P.** Customer Control Alternate Answering – Allows the customer to manage the Alternate Answering feature by dialing an access code. The end user receives a verification tone upon activating/deactivating the feature.
- Q.** Busy Line Transfer, Alternate Answering Message Waiting Tone – Provides an audible signal to be present on the exchange line when Busy Line Transfer or Alternate Answering features are in use.
- R.** Message Waiting Indication – Not available
- S.** Easy Call – Provides for the automatic dialing of a telephone number consisting of seven or more digits in the event that the customer's line is taken off-hook and dialing does not commence within a predetermined interval, usually seven seconds.
- T.** Special Delivery Feature – Upon encountering a busy or don't answer condition on outgoing calls, this feature provides the calling party the option of automatically forwarding their call to a predetermined telephone number.
- U.** Star Code Access to Voicemail – Not available
- V.** Distinctive Ring/Multi Ring Service – Provides the Customer with two (2) separate telephone numbers, each with a distinctive ring, associated with one line.

SECTION 7 – SUPPLEMENTAL SERVICES AND RATES (CONT'D)
7.1 Custom Calling Features, (Cont'd.)**7.1.3 Rates and Charges**

- A. The following features are available to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the features.

The rates and charges below are provided on a month-to-month basis.

Custom Calling Feature	Residential Monthly Recurring Charge	Business Monthly Recurring Charge
Call Forwarding Variable	\$ 5.69	\$ 8.08
Call Waiting	\$ 3.38	\$ 7.60
3-Way Calling	\$ 5.69	\$ 6.18
Speed Calling 8	\$ 5.69	\$ 5.70
Speed Calling 30	\$ 5.70	\$ 6.18
Auto Call Back	\$ 5.69	\$ 5.00
Repeat Dialing	\$ 5.69	\$ 6.18
Call Screening	\$ 5.69	\$ 5.00
Caller Originating Trace	\$ 0.00	\$ 0.00
Privacy Manager	\$ 6.64	\$ 6.18
Caller ID	\$ 4.54	\$10.83
Caller ID with Name	\$ 5.26	\$12.35
Talking Call Waiting	\$ 5.69	\$ 6.18
Busy Line Transfer	\$ 0.45	\$ 0.60
Alternate Answering	\$ 0.40	\$ 0.60
Customer Control Alt. Answering	\$ 1.00	\$ 1.00
Busy Line Ttr., Alt. Answering,	\$ 1.00	\$ 1.00
Message Waiting Indication	\$ N/A	\$ N/A
Easy Call	\$ 5.00	\$ 5.00
Special Delivery Feature	\$ 0.15	\$ 0.15
Star Code Access to Voicemail	\$ N/A	\$ N/A
Distinctive Ring/Multi Ring Service	\$ 5.70	N/A

SECTION 7 – SUPPLEMENTAL SERVICES AND RATES (CONT'D)
7.1 Custom Calling Features, (Cont'd.)**7.1.3 Rates and Charges (Cont'd.)**

- B.** The following features are available to all local exchange Customers on a per use basis. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed a per use charge each time the feature is used by the Customer. Customers may choose to subscribe to these features on a monthly basis to obtain unlimited use of these features for a fixed monthly charge.

	Residential	Business
Custom Calling Feature	Rate Per Use	Rate Per Use
3-Way Calling	\$1.89	\$1.89

SECTION 7 – SUPPLEMENTAL SERVICES AND RATES (CONT'D)**7.2 Directory Assistance Service****7.2.1 General**

A Customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. The Customer may request a maximum of two (2) telephone numbers per call to Directory Assistance service without additional charges.

7.2.2 Regulations

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

- A.** Calls originating from a Public Telephone Service line to points within the local and intraLATA calling area.
- B.** Requests for telephone numbers of non-published service.
- C.** Requests in which the Directory Assistance operator provides an incorrect number provided that the calling party reports the wrong number to the Company.

SECTION 7 – SUPPLEMENTAL SERVICES AND RATES (CONT'D)

7.2 Directory Assistance Service, (Cont'd.)

7.2.2 Regulations (Cont'd.)

- D.** Requests for telephone numbers that were omitted from the alphabetical directory as a result of Company error.

- E.** Calls for Directory Assistance from handicapped persons who have requested exemption from the Directory Assistance charge and who have been certified to the Company as being unable to use telephone directories because of a visual or physical handicap. Acceptable certifications are those made by a licensed physician, ophthalmologist or optometrist, or a social agency that conducts programs for the handicapped in cooperation with an official agency of the State of New York or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of an agency for the blind.

SECTION 7 – SUPPLEMENTAL SERVICES AND RATES (CONT'D)**7.2 Directory Assistance Service, (Cont'd.)****7.2.3 Rates**

Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator:

Directory Assistance, Residence, per call:	\$1.43
Directory Assistance, Business:	\$1.43
National Directory Assistance	\$1.89

7.2.4 Call Completion

The charges as shown below apply for each request made to the Directory Assistance Operator in which the operator completes the call to the desired number.

There are no allowances for Directory Assistance Call Completion, however, the Directory Assistance portion of the call is still governed by the appropriate call allowances and exemptions as stated in Section 7.2.2 of this price listing.

Local and intraLATA Toll, Per Call:	\$0.55
InterLATA Toll, Per Call:	N/A

SECTION 7 – SUPPLEMENTAL SERVICES AND RATES (CONT'D)**7.3 Operator Service****7.3.1 General**

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Operator Station - These charges apply in addition to usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

Person-to-Person - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

SECTION 7 – SUPPLEMENTAL SERVICES AND RATES (CONT'D)**7.3 Operator Service (Cont'd.)****7.3.2 Busy Line Verification and Interrupt Service**

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

A Verification Charge will apply when:

- A.** The operator verifies that the line is busy with a call in progress, or
- B.** The operator verifies that the line is available for incoming calls.

Both a Verification Charge and an Emergency Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the Customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Emergency Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

SECTION 7 – SUPPLEMENTAL SERVICES AND RATES (CONT'D)

7.3 Operator Service, (Cont'd.)

7.3.3 Local and IntraLATA Operator Service Rates

A. Usage Charges

	Day		Evening		Night/Weekend	
	1st	Add'l	1st	Add'l	1st	Add'l
<u>Mileage</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>
0 - 10	\$0.2300	\$0.2000	\$0.2300	\$0.2000	\$0.2300	\$0.2000
11 - 16	\$0.2400	\$0.2300	\$0.2400	\$0.2300	\$0.2400	\$0.2300
17 - 22	\$0.2400	\$0.2300	\$0.2400	\$0.2300	\$0.2400	\$0.2300
23 - 40	\$0.2600	\$0.2400	\$0.2600	\$0.2400	\$0.2600	\$0.2400
41+	\$0.2600	\$0.2400	\$0.2600	\$0.2400	\$0.2600	\$0.2400

B. Per Call Service Charges

Customer Dialed Calling Card	\$1.45
Operator Dialed Calling Card	\$2.95
Collect, Automated	\$2.71
Collect, Operator Assisted	\$2.71
Third Party Billed, Automated	\$2.71
Third Party Billed, Operator Assisted	\$2.71
Person-to-Person	\$4.88

SECTION 7 – SUPPLEMENTAL SERVICES AND RATES (CONT'D)**7.3 Local and IntraLATA Operator Service, (Cont'd.)****7.3.4 Rates for Busy Line Verification and Line Interrupt Service****A. Local**

Busy Line Verification, per request, Local	\$0.80
Emergency Interrupt Charge, per request, Local	\$1.80

B. Toll

Busy Line Verification, per request, Local	\$1.90
Emergency Interrupt Charge, per request, Local	\$6.65

SECTION 7 – SUPPLEMENTAL SERVICES AND RATES (CONT'D)**7.4 Directory Listing Service****7.4.1 General Terms and Conditions**

- A.** The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the customer's exchange areas of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.
- B.** The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing, or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- C.** The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

SECTION 7 – SUPPLEMENTAL SERVICES AND RATES (CONT'D)**7.4 Directory Listing Service (Cont'd.)****7.4.1 General Terms and Conditions (Cont'd.)**

- D.** Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential section. The Company, upon notification to the customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- E.** In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- E.** Rates and regulations for listing service are applicable only to listings in the alphabetical directories.
- G.** Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.
- H.** A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.
- I.** Listing services are available with all classes of main telephone exchange service.

SECTION 7 – SUPPLEMENTAL SERVICES AND RATES (CONT'D)**7.4 Directory Listing Service (Cont'd.)****7.4.2 Listings****A. Primary Listing**

One listing, termed the initial listing is included with each Customer's service, and with the initial line of a line hunting group.

B. Additional Listings

At a charge, additional listings may be included in the alphabetical directory and on directory assistance records, or appear on directory assistance records only. The monthly rate for additional listings apply when the listings appear in Directory Assistance records in accordance with the date requested by the customer.

If an additional listing is ordered discontinued by the Customer after the closing of the directory, the monthly rate continues through that issue of the directory and up to the date for rates to be effective for the next directory. If the additional listing is ordered discontinued before the closing date of the directory in which it would first appear the monthly rate continues only to the date of cancellation by the customer, with a minimum service period of one month.

C. Foreign Listing

Where available, a listing in a telephone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the price listing published by the specific local exchange carrier providing the Foreign Listing.

SECTION 7 – SUPPLEMENTAL SERVICES AND RATES (CONT'D)**7.4 Directory Listing Service, (Cont'd.)****7.4.2 Listings, (Cont'd.)****D. Nonpublished Service**

Nonpublished service means that the customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records. However, such information may be displayed on a call-by-call basis at Public Safety Answering Point locations where Enhanced Universal Emergency Number service is provided (E911).

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

SECTION 7 – SUPPLEMENTAL SERVICES AND RATES (CONT'D)**7.4 Directory Listing Service, (Cont'd.)****7.4.2 Listings, (Cont'd.)****E. Nondirectory Listed Service**

Nondirectory listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the only obligation of the Company is to credit or refund any monthly charges the Customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nondirectory listed service or the disclosing of said number to any person.

SECTION 7 – SUPPLEMENTAL SERVICES AND RATES (CONT'D)

7.4 Directory Listing Service (Cont'd.)

7.4.3 Rates

A. Nonrecurring Charges

	Residential	Business
Additional Listing, per listing:	\$4.00	\$0.00
Non-Published, per line	\$4.00	\$0.00
Non-Listed Service, per listing:	\$4.00	\$0.00

B. Monthly Recurring Charges

	Residential	Business
Additional Listing, per listing:	\$0.38	\$6.00
Non-Published, per line	\$1.50	\$1.75
Non-Listed Service, per listing:	\$0.50	\$0.50

SECTION 8 - LONG DISTANCE SERVICES AND RATES

8.1 General

Rates and regulations for the Interexchange Services offered by the Company may be found AMI Communications, Inc. IXC price listing.

SECTION 9 - SPECIAL ARRANGEMENTS

9.1 Special Construction

9.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's price list, charges will be based on the costs incurred by the Company (including return) and may include:

- A. nonrecurring charges;
- B. recurring charges;
- C. termination liabilities; or
- D. combinations of (A), (B), and (C).

9.1.2 Basis for Cost Computation

The costs referred to in 9.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - 1. equipment and materials provided or used;
 - 2. engineering, labor, and supervision, including subcontractors;
 - 3. transportation; and
 - 4. rights of way and/or any required easements.
- B. Cost of maintenance.

SECTION 9- SPECIAL ARRANGEMENTS (CONT'D)

9.1 Special Construction (Cont'd.)

9.1.2 Basis for Cost Computation (Cont'd.)

- C.** Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.
- D.** Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- E.** License preparation, processing, and related fees.
- F.** Price listing preparation, processing and related fees.
- G.** Any other identifiable costs related to the facilities provided; or
- H.** An amount for return and contingencies.

SECTION 9 - SPECIAL ARRANGEMENTS (CONT'D)**9.1 Special Construction (Cont'd.)****9.1.3 Termination Liability**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

- A.** The period on which the termination liability is based is the contract period for the facilities provided.
- B.** The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 - .1 Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - (a.) equipment and materials provided or used;
 - (b.) engineering, labor, and supervision;
 - (c.) transportation; and
 - (d.) rights of way and/or any required easements;
 - .2 license preparation, processing, and related fees;
 - .3 price listing preparation, processing and related fees;
 - .4 cost of removal and restoration, where appropriate; and
 - .5 any other identifiable costs related to the specially constructed or rearranged facilities.
- C.** The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 9.1.3.B preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 9.1.3.B preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

SECTION 9- SPECIAL ARRANGEMENTS (CONT'D)**9.2 Non-Routine Installation and/or Maintenance**

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and 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.

SECTION 9- SPECIAL ARRANGEMENTS (CONT'D)**9.3 Individual Case Basis (ICB) Arrangements**

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service which vary from price listing arrangements. Rates quoted in response to such requests may be different for price listing service than those specified for such service in the Rate Attachment. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Price listing within 30 days after the contract is signed by both the Company and the customer. The following information will be included in the summary:

- a. LATA and type of switch
- b. The V&H distance from the central office to the customer's premises
- c. Service description
- d. Rates and charges
- e. Quantity of circuits
- f. Length of the agreement.

9.4 Exemptions and Special Rules

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period.

SECTION 10- PROMOTIONAL OFFERINGS

10.1 General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area. The Company shall file promotions with the Commission for price listing approval prior to offering service at promotional rates

10.2 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month.