

INDIANA  
LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRODUCT GUIDE  
OF  
METROPOLITAN TELECOMMUNICATIONS OF INDIANA, LLC (T)  
Case No. 41926

This product guide contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by Metropolitan Telecommunications of Indiana, LLC with principal offices at 55 Water Street, 32<sup>nd</sup> Floor, New York, New York 10041 for services furnished within the State of Indiana. This product guide may be inspected, during normal business hours, at the Company's principal place of business. (T)

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Issued By:

Andoni Economou, COO & EVP  
55 Water Street, 32<sup>nd</sup> Floor  
New York, New York 10041

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CHECK SHEET

Pages of this product guide are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original product guide and are currently in effect as of the date on the bottom of this page.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	3 <sup>rd</sup> Revised	36	Original	69.2	Original	95	Original
2	1 <sup>st</sup> Revised	37	Original	69.3	8 <sup>th</sup> Revised	96	Original
3	80 <sup>th</sup> Revised*	38	Original	69.4	Original	97	Original
4	Original	39	Original	69.5	Original	98	2 <sup>nd</sup> Revised
5	1 <sup>st</sup> Revised	40	Original	69.6	Original	98.1	16 <sup>th</sup> Revised
6	1 <sup>st</sup> Revised	41	Original	70	23 <sup>rd</sup> Revised	99	Original
7	1 <sup>st</sup> Revised	42	Original	71	9 <sup>th</sup> Revised	100	Original
8	Original	43	Original	72	4 <sup>th</sup> Revised	101	1 <sup>st</sup> Revised
9	Original	44	Original	73	2 <sup>nd</sup> Revised	102	1 <sup>st</sup> Revised
10	Original	45	Original	74	2 <sup>nd</sup> Revised	103	1 <sup>st</sup> Revised
11	Original	46	Original	75	2 <sup>nd</sup> Revised	104	1 <sup>st</sup> Revised
12	Original	47	1 <sup>st</sup> Revised	75.1	7 <sup>th</sup> Revised*	105	26 <sup>th</sup> Revised
13	Original	48	Original	75.2	4 <sup>th</sup> Revised	106	28 <sup>th</sup> Revised
14	Original	49	Original	76	Original	107	Original
15	Original	50	3 <sup>rd</sup> Revised	77	2 <sup>nd</sup> Revised	108	7 <sup>th</sup> Revised
16	Original	51	Original	78	3 <sup>rd</sup> Revised	109	8 <sup>th</sup> Revised
17	Original	52	Original	79	8 <sup>th</sup> Revised	110	1 <sup>st</sup> Revised
18	Original	53	1 <sup>st</sup> Revised	79.1	8 <sup>th</sup> Revised	111	Original
19	Original	54	1 <sup>st</sup> Revised	79.2	9 <sup>th</sup> Revised	112	1 <sup>st</sup> Revised
20	Original	55	2 <sup>nd</sup> Revised	79.3	5 <sup>th</sup> Revised	113	1 <sup>st</sup> Revised
21	Original	56	2 <sup>nd</sup> Revised	80	1 <sup>st</sup> Revised	114	1 <sup>st</sup> Revised
22	Original	57	2 <sup>nd</sup> Revised	81	3 <sup>rd</sup> Revised	115	1 <sup>st</sup> Revised
23	Original	58	2 <sup>nd</sup> Revised	82	3 <sup>rd</sup> Revised	116	1 <sup>st</sup> Revised
24	Original	59	2 <sup>nd</sup> Revised	83	Original	117	1 <sup>st</sup> Revised
25	Original	60	2 <sup>nd</sup> Revised	84	1 <sup>st</sup> Revised	118	1 <sup>st</sup> Revised
26	Original	61	2 <sup>nd</sup> Revised	85	1 <sup>st</sup> Revised	119	1 <sup>st</sup> Revised
27	Original	62	2 <sup>nd</sup> Revised	86	1 <sup>st</sup> Revised	120	1 <sup>st</sup> Revised
28	Original	63	Original	87	Original	121	1 <sup>st</sup> Revised
29	Original	64	26 <sup>th</sup> Revised	88	Original	122	37 <sup>th</sup> Revised
30	Original	65	34 <sup>th</sup> Revised	89	16 <sup>th</sup> Revised	123	27 <sup>th</sup> Revised
31	Original	66	7 <sup>th</sup> Revised	90	1 <sup>st</sup> Revised	123.1	1 <sup>st</sup> Revised
32	Original	67	3 <sup>rd</sup> Revised	91	6 <sup>th</sup> Revised	123.2	10 <sup>th</sup> Revised
33	Original	68	2 <sup>nd</sup> Revised	92	3 <sup>rd</sup> Revised	124	1 <sup>st</sup> Revised
34	Original	69	4 <sup>th</sup> Revised	93	Original	125	1 <sup>st</sup> Revised
35	1 <sup>st</sup> Revised	69.1	13 <sup>th</sup> Revised*	94	1 <sup>st</sup> Revised	126	Original

\*Revision included within current filing

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EXPLANATION OF SYMBOLS

REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS  
PRODUCT GUIDE

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

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
  
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (S) To signify reissued matter.
- (T) To signify a change in text but no change in rate or regulation.

APPLICATION OF PRODUCT GUIDE

This product guide sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by Metropolitan Telecommunications of Indiana, LLC hereinafter referred to as the Company, to Customers within the state of Indiana. MetTel's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein. (T)

This product guide is available for review at the main office of Metropolitan Telecommunications of of Indiana, LLC at 55 Water Street, 32<sup>nd</sup> Floor, New York, New York 10005 and on the Company's web page. (T)

PRODUCT GUIDE FORMAT

A. Page Numbering -Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the product guide. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. Page Revision Numbers -Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Consult the Check Sheet for the page currently in effect.

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(C)

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

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets - The Check Sheet lists the pages contained in the product guide, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i. e., the format, etc. remain the same, just revised revision levels on some pages.) The product guide user should refer to the latest Check Sheet to find out if a particular page is the most current.

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**SECTION 1.0 – DEFINITIONS**

**Access Line** -An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

**MetTel** – Metropolitan Telecommunications of Indiana, LLC issuer of this product guide.

(T)

**Account Codes** -Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

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

**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 Customer 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** -Indiana Utility Regulatory Commission.

**Common Carrier** -An authorized company or entity providing telecommunications services to the public Company – Metropolitan Telecommunications of Indiana, LLC d/b/a MetTel the issuer of this product guide.

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**SECTION 1.0 - DEFINITIONS** (Cont'd)

**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 product guide.

**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.

**End Office** -The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/ or to trunks.

**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's network. Presubscribed Customers may also route interexchange calls to the Company's 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.

**ICB** -Individual Case Basis.

**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 product guide 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 product guide, 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 product guide or by applicable law.

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



**SECTION 1.0 DEFINITIONS** (Cont'd)

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

**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.

**NECA** -National Exchange Carriers Association.

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

**PBX** -Private Branch Exchange

**PIN** - Personal Identification Number. See Authorization Code.

**Point of Presence (POP)** -Point of Presence

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

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

**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 product guide.

**Serving Wire Center** -A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

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

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SECTION 1.0 - DEFINITIONS (Cont'd)

**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's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's 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's premises which enables the Customer to establish communications connections and to effect communications through such connections.

**Subscriber** -The person, firm, partnership, corporation, or other entity who orders telecommunications service from MetTel. 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 LED-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 -A Customer, Joint User, or any other person authorized by a Customer to use service provided under this product guide.

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SECTION 2.0 –REGULATIONS2.1 Undertaking of the Company2.1.1 Scope

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

The Company is responsible under this product guide 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.

This product guide shall be interpreted and governed by the laws of the State of Indiana without regard for its choice of law provision.

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

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SECTION 2.0 –REGULATIONS (cont'd.)

2.1 Undertaking of the Company, (Cont'd)

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least thirty (30), 24-hours per day. For the purpose of computing charges in this product guide, a month is considered to have 30 days.
- B. Except as otherwise stated in this product guide, 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 product guide. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. 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 product guide prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. In any action between the parties to enforce any provision of this product guide, 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 product guide;  
or
  - 2. the Customer is using the service in violation of the law.
- F. This product guide shall be interpreted and governed by the laws of the state of Indiana regardless of its choice of laws provision.

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SECTION 2.0 -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.

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SECTION 2.0 -REGULATIONS (cont'd.)

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

2.1.4 Limitations on Liability

- 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. 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.
- C. 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.

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SECTION 2.0 -REGULATIONS (cont'd.)2.1 Undertaking of the Company, (cont'd.)2.1.4 Limitations on Liability, (cont'd.)

- D. 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) common carriers or warehousemen, except as contracted by the Company;
  2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; 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 the Company's 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 the Company's facilities;

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SECTION 2.0 -REGULATIONS (cont'd.)

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

2.1.4 Limitations on Liability, (cont'd.)

D. (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's 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;
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 the Company's facilities;
9. Any noncompletion 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 the Company's services or facilities.

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SECTION 2.0 -REGULATIONS (cont'd.)

2.1 Undertaking of the Company (cont'd.)

2.1.4 Limitations on Liability (cont'd.)

- E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F. 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.
- G. 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.
- H. Directory Errors -In the absence of gross negligence or willful misconduct, 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 product guide rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly product guide rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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SECTION 2.0 -REGULATIONS (cont'd.)

2.1 Undertaking of the Company (cont'd.)

2.1.4 Limitations on Liability (cont'd.)

I. 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 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.
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, 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, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

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SECTION 2.0 -REGULATIONS (cont'd.)

2.1 Undertaking of the Company (cont'd.)

2.1.4 Limitations on Liability (cont'd.)

I. 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.

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SECTION 2.0 -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 product guide. 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.
- 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 2.0 -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 product guide, the responsibility of the Company shall be limited to the furnishing of facilities offered under this product guide 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.

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SECTION 2.0 -REGULATIONS (cont'd.)2.1 Undertaking of the Company (cont'd.)2.1.7 Non-routine Installation

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

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this product guide, 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.

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SECTION 2.0 -REGULATIONS (cont'd.)

2.1 Undertaking of the Company (cont'd.)

2.1.9 Ownership of Facilities

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

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 which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and 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 product guide will apply.

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SECTION 2.0 -REGULATIONS (cont'd.)2.3 Obligations of the Customer2.3.1 General

The Customer is responsible for making proper application for service; placing any necessary order, complying with product guide 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 product guide;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and 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 2.0 -REGULATIONS (cont'd.)2.3 Obligations of the Customer2.3.1 General (Cont'd)

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's 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 the Company's 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.

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SECTION 2.0 -REGULATIONS (cont'd.)2.3 Obligations 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.

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SECTION 2.0 -REGULATIONS (cont'd.)2.4 Customer Equipment and Channels2.4.1 General (Cont'd)

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

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 the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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SECTION 2.0 -REGULATIONS (cont'd.)2.4 Customer Equipment and Channels2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this product guide may be connected to Customer-provided terminal equipment in accordance with the provisions of this product guide. 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. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this product guide 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).

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SECTION 2.0 -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.

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SECTION 2.0 -REGULATIONS (cont'd.)2.5 Payment Arrangements2.5.1 Payment for Services

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.

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's net income) imposed on or based upon the provision, sale or use of Network Services.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

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

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.

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SECTION 2.0 -REGULATIONS (cont'd.)2.5 Payment Arrangements (cont'd.)2.5.2 Billing and Collection of Charges (cont'd.)

- 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.
- 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 product guide 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, within twenty (20) days of the mail date on the bill, 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 10% of the first \$3.00 and 3% of the excess of \$3.00.
- F. The Customer will be assessed a charge of twenty-five dollars (\$ 25.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 2.5.6 following and later restored, restoration of service will be subject to all applicable installation charges.

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SECTION 2.0 -REGULATIONS (cont'd.)2.5 Payment Arrangements (cont'd.)2.5.3 Disputed Bills

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment.

The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

- B. Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Indiana Utility Regulatory Commission located at the following address: Indiana Government Center South, 302 West Washington Street, Suite E306, Indianapolis, IN 46204 or by telephone at (317) 232-2700.
- C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

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 month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.



SECTION 2.0 -REGULATIONS (cont'd.)

2.5 Payment Arrangements (cont'd.)

2.5.5 Deposits

The Company does not collect Customer deposits.

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SECTION 2.0 -REGULATIONS (cont'd.)

2.5 Payment Arrangements (cont'd.)

2.5.5 Reserved For Future Use

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SECTION 2.0 -REGULATIONS (cont'd.)

2.5 Payment Arrangements (cont'd.)

2.5.6 Discontinuance of Service

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

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SECTION 2.0 -REGULATIONS (cont'd.)2.5 Payment Arrangements (cont'd.)2.5.6 Discontinuance of Service (cont'd.)

- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F. In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/ or seek legal recourse to recover all costs involved in enforcement of this provision.
- G. Upon the Company's discontinuance of service to the Customer under Section 2.5.6 A. or 2.5.6 B., the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this product guide, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).
- H. Without notice in the event of Customer misuse of equipment or services in such a manner as to adversely affect the Company's service to others.
- I. Without notice in the event of tampering with the equipment or services furnished by the Company.

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SECTION 2.0 -REGULATIONS (cont'd.)2.5 Payment Arrangements (cont'd.)2.5.7 Cancellation of Application for Service

- A. Applications for service cannot be canceled without the Company's 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.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- 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, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.5.7 A. through 2.5.7 C. will be calculated and applied on a case-by-case basis.

SECTION 2.0 -REGULATIONS (cont'd.)

2.5 Payment Arrangements (cont'd.)

2.5.8 Changes in Service Requested

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

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SECTION 2.0 -REGULATIONS (cont'd.)2.6 Allowances for Interruptions in Service

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

2.6.1 General

- A. A credit allowance will be given when service is interrupted, except as specified below. 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.

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SECTION 2.0 -REGULATIONS (cont'd.)2.6 Allowances for Interruptions in Service (cont'd.)2.6.1 General (Cont'd.)

- 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 the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.6.2 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;



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SECTION 2.0 -REGULATIONS (cont'd.)2.6 Allowances for Interruptions in Service (cont'd.)2.6.2 Limitations of Allowances (cont'd.)

- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such 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 2.6.3), or utilize another service provider;
- F. 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;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

2.6.3 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.

2.6.4 Application of Credits for Interruptions in Service

- A. 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.

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SECTION 2.0 -REGULATIONS (cont'd.)2.6 Allowances for Interruptions in Service (cont'd.)2.6.4 Application of Credits for Interruptions in Service (cont'd.)

C. 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.

D. Interruptions of 24 Hours or Less

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

E. Interruptions Over 24 Hours and Less Than 72 Hours

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

F. Interruptions Over 72 Hours

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 2.0 -REGULATIONS (cont'd.)2.6 Allowances for Interruptions in Service (cont'd.)2.6.5 Cancellation For Service Interruption

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.

2.7 Use of Customer's Service by Others2.7.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this product guide. 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.

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SECTION 2.0 -REGULATIONS (cont'd.)2.8 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 2.6.1 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.

2.8.1 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 Product Guide 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.

2.9 Transfers and Assignments

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

- 2.9.1 to any subsidiary, parent company or affiliate of the Company; or
- 2.9.2 pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.9.3 pursuant to any financing, merger or reorganization of the Company.

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SECTION 2.0 -REGULATIONS (cont'd.)2.10 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 the Company's services provided under this rate sheet.

2.10.1 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, or an accepted credit card, 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.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has 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.

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.

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**SECTION 2.0 -REGULATIONS** (cont'd.)**2.11 Notices and Communications**

- 2.11.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.11.2 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.
- 2.11.3 Except as otherwise stated in this product guide, all notices or other communications required to be given pursuant to this product guide 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.
- 2.11.4 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.

**2.12 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, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this product guide, such taxes, fees and surcharges are in addition to rates as quoted in this product guide and will be itemized separately on Customer invoices.

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SECTION 2.0 -REGULATIONS (cont'd.)2.13 Miscellaneous Provisions2.13.1 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.

2.13.2 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 shall be kept on file in the office of the Company. (C)  
(C)

2.13.3 Customer ResponsibilityA. 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.

SECTION 2.0 -REGULATIONS (cont'd.)2.14 Caller ID Service

Caller ID is an optional service that permits a telephone customer equipped with a telephone display device to view the telephone number of the telephone from which the call is placed before the customer answers the telephone. The calling number display device is customer provided.

In conjunction with Caller ID Service, and consistent with the provisions of I. C. 8-1-2.9 et seq., the Company will automatically assign per call blocking to all customers at no charge. Also, free per line blocking will be made available to customers subscribing to nonpublished telephone service, crisis intervention agencies, and law enforcement agencies if they so desire.

Sixty (60) days prior to implementation of Caller ID service in an exchange and for thirty (30) days after implementation, the Company will provide to all of its customers in such an exchange a bill insert which announces the availability of the Caller ID service. The insert will explain the existence of and the procedures for activating the free per call blocking mechanism. Such notice will be furnished to the OUCC for its review.

Sixty (60) days prior to the implementation of Caller ID service in an exchange, the Company will advise, by direct mail, its non-published customers, announcing the availability of Caller ID and advise them they can subscribe to per line blocking at no charge. Non-responding customers will be sent a follow-up mailing.

For a period of one year following introduction of Caller ID service in any exchange, all printed advertising or any other printed customer communications from the Company regarding Caller ID service will contain information as to the availability of and procedures for activating free per-call blocking.



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SECTION 2.0 -REGULATIONS (cont'd.)

2.15 Termination of Service Charges

2.15.1 Services provided in this product guide which are under a Term Commitment Agreement are guaranteed against Company initiated rate increases for the duration of the Agreement. If a customer discontinues service, in whole or in part, before the expiration of the Agreement, the customer is liable for a termination of service charge. Unless otherwise specified in the product guide, the termination charge will be calculated as follows:

- (A) The average of the sum of all line charges on all previous Company invoices to the customer for each month the agreement was in service, multiplied by the number of months remaining on the term agreement.

2.16 Service Order Charge

A Service Order Charge is a non-recurring charge which applies to each order to change existing service at the same location, or to disconnect service in whole or in part.

2.17 Late Payment Charges

2.17.1 Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% or \$5.00, whichever is greater, will be applied to all amounts previously billed under this product guide, excluding one month's local service charge, but including arrears and unpaid late payment charges.

2.18 Payphone Surcharge

The payphone surcharge for the Company is \$0.75 in all jurisdictions.

**SECTION 3.0 -SERVICE AREAS**

**3.1 Exchange Service Areas**

**3.1.1 Service Areas and Rate Groups**

MetTel's exchange area, rate group, and local calling area are identical to those defined in the tariffs of the incumbent local exchange company serving each exchange area.

MetTel provides services in the exchange areas served by the following local exchange companies:

- AT&T – former SBC Ameritech Indiana
- Frontier – former Verizon North, Inc.
- Brightspeed of Indiana formerly United Tel Indiana, Embarq
- Brightspeed of Central and Southern Indiana, formerly CenturyTel of Central Indiana and CenturyTel of Odon, Indiana
- Frontier Communication – OCN 0750 & 0828 (Thornton)

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- A. Brightspeed of Central and Southern Indiana, frmrlly CenturyTel of Central Indiana and CenturyTel of Odon, Indiana

<b>Home Exchange</b>	<b>EAS Exchanges</b>	<b>Rate Groups</b>
Odon	Plainsville, Elnora, Crane, Lyons, Owensburg	1
Battle Ground	Brookston and Kempton	2
Brookston	Battle Ground and Kempton	2
Kempton	Battle Ground and Brookston	2

- B. Frontier Communication - OCN 0750 & 0828 (Thornton)

<b>Home Exchange</b>	<b>EAS Exchange</b>	<b>Rate Groups</b>
Thorntown	Colfax, Darlington, Frankfort, Jamestown, Lebanon, Mechanicksville	1
Clarksville	Colfax, Darlington, Frankfort, Romney, Mulberry, Lafayette	1
Fairmount	Fowlerton, Elwood, Marion, Summitville, Swayzee, Upland	2
Fowlerton	Fairmount, Elwood, Marion, Summitville, Swayzee, Upland	2

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SECTION 4.0 -BASIC SERVICES AND RATES

4.1 Call Timing for Usage Sensitive Services

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:

- 4.1.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 4.1.2 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).
- 4.1.3 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.

SECTION 4.0 -BASIC SERVICES AND RATES (cont'd.)4.2 Local Exchange ServiceGeneral

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

Recurring charges for Stand-Alone 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.

SECTION 4.0 -BASIC SERVICES AND RATES (Cont'd.)

4.3 Reserved For Future Use

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SECTION 4.0 -BASIC SERVICES AND RATES (cont'd.)

4.3 Reserved For Future Use (cont'd.)

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SECTION 4.0 -BASIC SERVICES AND RATES (cont'd.)

4.3 Reserved For Future Use (cont'd.)

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SECTION 4.0 -BASIC SERVICES AND RATES (cont'd.)

4.3 Reserved For Future Use e (cont'd.)

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SECTION 4.0 -BASIC SERVICES AND RATES (cont'd.)

4.3 Reserved For Future Use (Cont'd.)

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SECTION 4.0 -BASIC SERVICES AND RATES (cont'd.)

4.3 Reserved For Future Use (cont'd.)

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SECTION 4.0 -BASIC SERVICES AND RATES (cont'd.)

4.3 Reserved For Future Use (cont'd.)

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SECTION 4.0 -BASIC SERVICES AND RATES (cont'd.)

4.3 Reserved For Future Use (cont'd.)

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SECTION 4.0 -BASIC SERVICES AND RATES (cont'd.)

4.3 Reserved For Future Use (cont'd.)

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SECTION 4.0 -BASIC SERVICES AND RATES (cont'd.)

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SECTION 4.0 -BASIC SERVICES AND RATES (cont'd.)

4.4 Standard Business Local Exchange Service

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company

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SECTION 4.0 -BASIC SERVICES AND RATES (cont'd.)4.4 Standard Business Local Exchange Service (cont'd.)

## 4.4.1 SBC

## A. SBC Monthly Recurring Charges

The following charges apply to Standard Business Local Exchange Service lines per month for customers located in the SBC Ameritech Calling Areas. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis. All business services are measured.

## B. Flat Rate Calling Service

Flat Rate Local Calling Service provides the customer with unlimited local calls within their local calling area for one flat monthly rate. A local calling area includes their home location and any EAS (Extended Area Service) locations that are available for their service area. Regional toll calls (outside the local area, but within regional boundaries) will be billed separately per minute.

Individual Line<sup>1</sup>

	<u>Monthly</u>	<u>12 Month Rate</u>	<u>24 Month Rate</u>	<u>36 Month Rate</u>
All Rate Groups	\$1912.50 (I)	\$1549.13 (I)	\$1453.50 (I)	\$1377.00 (I)

PBX Trunks

	<u>Monthly</u>
All Rate Groups	\$2531.25 (I)

<sup>1</sup>Flat Rate Lines are discounted by 19% for 12 Month Term Plans, 24% for 24 Month Term Plans and 28% for 36 Month Term Plans that are provided by the Company under a Commercial Agreement only.

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SECTION 4.0 -BASIC SERVICES AND RATES (cont'd.)

4.4 Standard Business Local Exchange Service (cont'd.)

C. SBC Message Rate

Customers subscribing to Message Rate Service will pay a recurring service charge and a local usage per call charge. The Message Rate Service Customer will be charged a per minute rate for all local calls placed from the Customer’s line.

Monthly Recurring Service Charges<sup>1</sup>

Individual Line<sup>1</sup>

Individual Line				
	<u>Monthly</u>	<u>12 Month Rate</u>	<u>24 Month Rate</u>	<u>36 Month Rate</u>
All Rate Groups	\$1912.50	\$1549.13	\$1453.50	\$1377.00
PBX Trunks	<u>Monthly</u>			
All Rate Groups	\$2531.25			

Where service is furnished outside the Base Rate Area, the following zone charges apply in addition to the monthly rate.

Suburban Zone - All Rate Groups \$191.25

<sup>1</sup>Message Rate Lines are discounted by 19% for 12 Month Term Plans, 24% for 24 Month Term Plans and 28% for 36 Month Term Plans that are provided by the Company under a Commercial Agreement only.

<sup>1</sup> Local messages are charged at \$3.32 per message. (I)

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SECTION 4.0 -BASIC SERVICES AND RATES (cont'd.)4.4 Standard Business Local Exchange Service (cont'd.)

## 4.4.2 Frontier Area former Verizon

## A. Flat Rate Calling Service

Flat Rate Local Calling Service provides the customer with unlimited local calls within their local calling area for one flat monthly rate. A local calling area includes their home location and any EAS (Extended Area Service) locations that are available for their service area. Regional toll calls (outside the local area, but within regional boundaries) will be billed separately per minute.

Flat Rate	
<u>Individual Line</u>	<u>Monthly Rate</u>
Rate Class 1	\$61.24
Rate Class 2	\$61.24
Rate Class 3	\$61.24
Rate Class 4	\$61.24
Rate Class 5	\$61.24
Rate Class 5A	\$61.24

Flat Rate	
<u>PBX Trunks</u>	<u>Monthly Rate</u>
Rate Class 1	\$79.99 (I)
Rate Class 2	\$79.99 (I)
Rate Class 3	\$79.99 (I)
Rate Class 4	\$79.99 (I)
Rate Class 5	\$79.99 (I)
Rate Class 5A	\$79.99 (I)

Flat Rate	
<u>DIOD Trunks</u>	<u>Monthly Rate</u>
Rate Class 1	\$89.99 (I)
Rate Class 2	\$89.99 (I)
Rate Class 3	\$89.99 (I)
Rate Class 4	\$89.99 (I)
Rate Class 5	\$89.99 (I)
Rate Class 5A	\$89.99 (I)

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SECTION 4.0 -BASIC SERVICES AND RATES (cont'd.)

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4.4 Standard Business Local Exchange Service (cont'd.)

## 4.4.2 Frontier Area former Verizon (cont'd.)

## B. Business Calling Plans

Business Local Calling Plan (BLCP) is an optional service offered in all exchanges of the Company. The regulations and rates contained herein are in addition to regulations and rates specified in this product guide and other tariffs of the Company.

Existing customers have may have the option of keeping their current message toll service or subscribing to the Business Local Calling Plan. No customer may simultaneously subscribe on the same telephone account to the Business Local Calling Plan and other optional calling plans offered by the Company. Customers subscribing to more than one BLCP option will be billed via separate bills for lines associated with each BLCP plan.

The Business Local Calling Plan consists of the following options:

1. *Business Calling Basic Plan* - provides for calls to designated exchanges to be rated at RLCP rates.
2. *Business Calling Plus Plan* - provides flat rate calling to specified exchanges with calls rated at RLCP rates to other designated exchanges.
3. *Business Calling Premium Plan* - provides flat rate calling to specified exchanges and a Block of Time to other designated exchanges.

Business Local Calling Plan will not be offered to the following classes of service: Pay Telephone Service or Foreign Exchange Service.

Calls made to the specified areas must be dialed by the customer on a station to station sent-paid basis without operator assistance. Operator assisted (O+/O-) calls are excluded for the BLCP plans and will be rated at appropriate message toll rates.

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SECTION 4.0 -BASIC SERVICES AND RATES (cont'd.)

4.4 Standard Business Local Exchange Service (cont'd.)

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(T) 4.4.2 Frontier Area former Verizon (cont'd.)

B. Business Calling Plans (cont'd.)

Business Local Calling Plan provides for calling to specified exchanges<sup>2</sup> with each call measured on a per minute and/or Block of Time basis.

Local Call Detail Billing is optional at rates specified following. Local Call Detail includes: date of call, telephone number called, time of call and number of minutes. Local Call Detail may be requested with the initial establishment of service. When requested subsequent to the establishment of the BLCP, the customer must request it at least 30 days prior to the period for which the detail is desired.

I. Usage Charges

Usage Charges for the Business Local Calling Plan are determined as follows:

Monthly billing is based on cumulative minutes of usage with the total fraction rounded to the next higher minute.

Chargeable time for all calls begins when connection is established between the calling line and the called line or branch exchange, and ends when the calling line "hangs-up" thereby releasing the network connection. If the called line "hangs-up", but the calling line does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Telephone Company operator.

Usage charges for the Basic Plan and Plus Plans are rated at \$ .07 (7 cents) per minute for the measured exchanges. Usage charges of \$ .07 (7 cents) per minute for the Premium Plan are applicable only if the customer exceeds the allotted Block of Time. The customer will only be charged for the minutes exceeding the allotment.

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<sup>2</sup> Rate Group exchanges are described in and may be located in Frontier Inc. CATALOG. (D)



**SECTION 4.0 -BASIC SERVICES AND RATES** (cont'd.)

4.4 **Standard Business Local Exchange Service** (cont'd.)

4.4.3 Brightspeed of Indiana formerly United Tel Indiana, Embarq

A. Flat Rate Calling Service

Flat Rate Local Calling Service provides the customer with unlimited local calls within their local calling area for one flat monthly rate. A local calling area includes their home location and any EAS (Extended Area Service) locations that are available for their service area. Regional toll calls (outside the local area, but within regional boundaries) will be billed separately per minute.

	Flat Rate Individual Line	Flat Rate PBX Trunk
Rate Group A	\$57.50 (I)	\$73.75 (I)
Rate Group B	\$57.50 (I)	\$73.75 (I)
Rate Group C	\$57.50 (I)	\$73.75 (I)
Rate Group D	\$57.50 (I)	\$73.75 (I)
Rate Group E	\$57.50 (I)	\$73.75 (I)

4.4.3.1 Brightspeed of Central and Southern Indiana frmrlly CenturyTel of Central Indiana and CenturyTel of Odon, Indiana

	Flat Rate Individual Line	Flat Rate Key Trunks	Flat Rate Key Trunks w/Hunting	Flat Rate PBX 2Way Trunk
Rate Group 1	\$55.00 (I)	\$51.25(I)	\$62.48	\$73.75(I)
Rate Group 2	\$57.50 (I)	\$51.25(I)	\$62.48	\$73.75(I)

4.4.4 Frontier Communications (OCN 0750 & 0828 Thornton) Area

	Flat Rate Individual Line	Flat Rate Multi-Line Line	Flat Rate Key Trunks	Flat Rate PBX 2Way Trunk
Rate Group 1	\$45.63	\$38.69	\$33.13	\$41.19
Rate Group 2	\$48.75	\$48.75	N/A	N/A

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SECTION 4.0 -BASIC SERVICES AND RATES (cont'd.)

4.4 Standard Business Local Exchange Service (cont'd.)

4.4.4 Subscriber Intrastate Access Service

4.4.4.1 General Description

The Subscriber Intrastate Access Service provides interconnected access to the local public switched telephone network so that local exchange customers can make and receive calls to and from the customers of other carriers within the state.

4.4.4.2 Limitations

- (A) A telephone number is not provided with Subscriber Intrastate Access Service.
- (B) Detail billing is not provided with Subscriber Intrastate Access Service.
- (C) Directory listings are not included with Subscriber Intrastate Access Service.
- (D) Intercept arrangements are not included with Subscriber Intrastate Access Service

4.4.4.3 Undertaking of the Company

The Company will provide Subscriber Intrastate Access Service to each Customer that subscribes to its local exchange service.

4.4.4.4 Term of Service

Subscriber Intrastate Access Service shall be coterminous with the Company's local exchange service, and the Subscriber Access Charge shall apply for each telephone line or service as defined herein for all periods in which Customer subscribes to local exchange service from the Company.

4.4.4.5 Rate Regulations

- (A) If Customer is eligible to receive prorated credit for their associated local exchange service, such as for network outages or suspension or termination of service, the Subscriber Access Charge will be prorated or credited in the same manner consistent with the terms of this tariff and any contract. No other credits are available for Subscriber Intrastate Access Service.

**SECTION 4.0 -BASIC SERVICES AND RATES** (cont'd.)**4.4 Standard Business Local Exchange Service** (cont'd.)**4.4.4 Subscriber Intrastate Access Service** (Cont'd)**4.4.4.5 Rate Regulations** (Cont'd)

- (B) When Customer is provided more than one local business exchange service in a state, the Subscriber Access Charge Multi-line Business Subscriber rates are assessed for each line.
- (C) The Subscriber Access Charge, as set forth in 4.4.4.6 following, will be billed to the end user subscriber of the associated local exchange service, including, where applicable, a reseller of the associated local exchange service, in which case the reseller shall be deemed an end user for purposes of application of such charges.
- (D) For each local exchange service provided as remote call forwarding business service under the Local Exchange Service Tariff or Product Guide, the Subscriber Access Charge does not apply.

**4.4.4.6 Rates**

<b>Business Customer Service Type</b>	<b>ILEC AREA/OCN</b>				
	AT&T (former SBC) OCN 5080	Frontier North & Midstates (former Verizon) OCNs 0772, 0779, 0831	Brightspeed of Indiana (former UnitedTel. Indiana Embarq) OCN 0832	Brightspeed of Central/Southern Indiana (former CenturyTel of Central Indiana and Odon) OCNs 0747, 0801	Frontier Comm. Of IN & Thorntown OCNs 0750, 0828
Single Line Local Exchange Service	7.50	7.50	7.50	7.50	10.84
Multi-line Local Exchange Service	9.01 (I)	10.20	10.20	10.20	17.20
Centrex	9.01 (I)	10.20	10.20	10.20	17.20
Trunk	9.01 (I)	10.20	10.20	10.20	17.20
PRI	45.05 (I)	51.00	51.00	51.00	86.00
T-1/Digital PBX	216.24 (I)	244.80	244.80	244.80	412.80
BRI	8.00 (I)	8.00	8.00	7.50	11.34



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**SECTION 4.0 -BASIC SERVICES AND RATES** (cont'd.)**4.4** Standard Business Local Exchange Service (cont'd.)**4.4.5 Local Telecom Surcharge**

## 4.4.5.1 Rate Regulations,

(A) Telecommunications rules and regulations allow Incumbent Local Exchange Carriers to increase rates to wholesale providers in the form of a surcharge per line. As a result of these rate increases, the Company will assess the Local Telecom Surcharge on all local exchange service lines provided by the Company. See table in paragraph 4.4.10 following for rates.

**4.4.6 Carrier Access Recovery Charge**

## 4.4.6.1 Rate Regulations,

(A) Customers assessed a Subscriber Intrastate Access Charge as specified in paragraph 4.4.4.6 preceding will be assessed a flat-rated, monthly Carrier Access Recovery Charge (CARC). CARCs will be billed to the associated end user or reseller of the local exchange services except for those customers who participate in the Lifeline Assistance Program. See table in paragraph 4.4.10 following for rates.

**4.4.7 Regulatory Recovery Fee-State**

## 4.4.7.1 Rate Regulations,

(A) Regulatory Recovery Fee-State (RRF-S) is a charge assessed to recover the costs of state and local regulatory activities, including costs associated with compliance filings, payments to industry organizations for required services, legal expenses and employee salaries related to those Company regulatory activities. See table in paragraph 4.4.10 following for rates.

**4.4.8 End User Port Charges**

## 64.4.8.1 Rate Regulations,

Certain local exchange services provided under the general and/or local exchange service tariffs are subject to End User Port Charges. These services include:

- Business Lines, Centrex Lines
- Integrated Services Digital Network (ISDN) – Basic Rate and Primary Rate
- T-1 Digital PBX Services
- PBX Trunks

See table in paragraph 4.4.11 following for rates.

**SECTION 4.0 -BASIC SERVICES AND RATES** (cont'd.)4.4 Standard Business Local Exchange Service (cont'd.)**4.4.9 Local Portability Charge**

## 4.4.9.1 Rate Regulations,

(A) Telecommunications rules and regulations require all local phone companies to provide "service provider number portability," which allows customers to retain their local phone number when switching companies to provide their local phone service. The Local Portability Charge (LPC) is used by telephone companies to recover the costs associated with the development, implementation, and operability of service provider number portability.

(B) The Company will assess the Local Portability Charge (LPC) on all local exchange services. The LPC, as set forth below, applies to all local exchange service lines provided by the Company. See table in paragraph 4.4.10 following for rates.

**4.4.10 Rate Table (LTS, CARC, RRF-S and LPC) applies to all Service Areas:**Monthly Per Line or Per Trunk\*

Services	Business			
	Local Telecom Surcharge	Carrier Access Recovery Charge	Regulatory Recovery Fee-State	Local Portability Charge
Single Line Local Exchange Svc.	\$5.00	\$4.50	\$2.99	\$1.49
Multi-line Local Exchange Svc.	\$5.00	\$4.50	\$2.99	\$1.49
Lifeline customer	-	-	-	-
ISDN BRI	\$5.00	\$4.50	\$2.99	\$1.49
ISDN PRI (rates per svc.)	-	\$22.50	\$14.95	\$53.55
Foreign Exchange–Single Line	\$5.00	\$4.50	\$2.99	\$1.49
Foreign Exchange–Multi-Line	\$5.00	\$4.50	\$2.99	\$1.49
Remote Call Forward	\$5.00	-	-	\$1.49
Centrex	\$5.00	\$4.50	\$2.99	\$1.49
Trunks	\$5.00	\$4.50	\$2.99	\$10.71
T-1/Digital PBX (rates per svc.)	-	\$22.50	\$14.95	\$53.55

\*Unless otherwise noted

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**SECTION 4.0 -BASIC SERVICES AND RATES (cont'd.)****4.4 Standard Business Local Exchange Service (cont'd.)****4.4.11 End User Port Charge Rate Table****Business Monthly Per Line or Per Trunk\***

Services	End User Port Charge				
	AT&T (former SBC) OCN 5080	Brightspeed of Central/Southern Indiana formerly CenturyTel of Central Indiana and Odon-OCNs 0747, 0801	Brightspeed of Indiana formerly UnitedTel. Indiana Embarq OCN 0832	Frontier Comm. Of IN & Thorntown OCNs 0750, 0828	Frontier North & Midstates (former Verizon) OCNs 0772, 0779, 0831
Single Line Local Exchange Svc.	\$0.99	-	\$0.85	-	-
Multi-line Local Exchange Svc.	\$0.99	-	\$0.85	-	-
Lifeline customer	-	-	\$0.85	-	-
ISDN BRI	\$1.58	\$2.23	\$0.85	\$2.68	\$1.58
ISDN PRI (rates per svc.)	\$15.53	\$23.51	\$4.25	\$30.05	\$15.53
Foreign Exchange–Single Line	\$0.99	-	\$0.85	-	-
Foreign Exchange–Multi-Line	\$0.99	-	\$0.85	-	-
Remote Call Forward	-	-	-	-	-
Centrex	\$0.99	-	\$0.85	-	-
Trunks	\$0.99	-	\$0.85	-	-
T-1/Digital PBX (rates per svc.)	\$28.18	\$23.51	\$21.25	\$30.05	\$28.18

\*Unless otherwise noted

SECTION 4.0 -BASIC SERVICES AND RATES (cont'd.)

## 4.5 Local Features

4.5.1 SBC Areas

Feature	Business
Call Waiting	\$27.83
Call Waiting ID	2.00
Call Screening/Call Block	6.00
Call Forwarding (Variable)	27.83
Easy Call	1.50
Speed Calling 8-Number	16.00
Speed Calling 30-Number	8.75
Three-Way Calling	26.44
Caller ID Number	38.04
Trunk Make Busy Arrangement	284.00 (I)
Caller ID Name	4.50
Distinctive Ring	5.50
Repeat Dialing	7.00
Automatic Callback	6.00
Toll Restriction	N/A
Privacy Manager/Call Intercept	55.66
Direct Connect	518.00 (I)
Break Hunt Arrangement	284.00 (I)
Remote Call Forwarding	40.08
<b>Per Use Local Features</b>	
Automatic Callback	3.00
Repeat Dialing	0.75
Three-Way Calling	3.00

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SECTION 4.0 -BASIC SERVICES AND RATES (cont'd.)

## 4.5 Local Features (Cont'd)

4.5.2 Frontier Calling former VerizonAreas

Feature	Business
Call Waiting	\$15.00 (I)
Cancel Call Waiting	15.00 (I)
Call Forwarding (Variable)	
Standard	9.50
Busy/No Answer	9.50
Speed Calling	
8-Number	5.75
30-Number	6.99
Three-Way Calling	9.75
Caller ID Number	16.00 (I)
Caller ID Name <sup>1</sup>	19.75 (I)
Distinctive Ring	7.50
Do Not Disturb	5.00
Fixed Call Forwarding	
Busy	9.50
No Answer	9.50
Busy No Answer	9.50
Automatic Busy Redial	6.99
Automatic Call Return	7.50
Call Block	2.50
Anonymous Call Block <sup>2</sup>	6.00
Special Call Handling	
Acceptance	5.00
Forwarding	6.99
VIP Alert	4.50
Remote Call Forwarding	42.50
Per Use Local Features	
Call Return	4.00
Busy Redial	4.00
Three-Way Calling	4.00
Call Trace	9.00

<sup>1</sup> Caller ID Number must also be purchased<sup>2</sup> Anonymous Call Block (ACB) is included at no charge with your Caller ID service. If you do not subscribe to Caller ID, ACB may be ordered separately for a monthly fee.

SECTION 4.0 -BASIC SERVICES AND RATES (Cont'd.)

## 4.5 Local Features (Cont'd.)

4.5.2 Frontier Calling Areas (Cont'd.)

## 4.5.2.1 Frontier Communications Area

Feature	Business	
Anonymous Call Rejection	\$7.50	(I)
Call Waiting	6.24	
Cancel Call Waiting	12.50	
Call Forwarding (Variable)		
Standard	11.88	
Call Forwarding Multipath-ea	13.75	
Call Priority/Selector	8.74	
Call Transfer	7.49	
Speed Calling		
8-Number	6.24	
30-Number	7.49	
Three-Way Calling	12.19	
Remote Call Forwarding –		
per path	40.12	
Caller ID	18.44	
Call Forwarding BY/DA	11.88	
Distinctive Ring	7.50	
Inside Wire Maintenance	8.50	
Special Call Acceptance	5.00	
Special Call Block	5.00	
Special Call Forward	5.00	
Ultra-Forward	11.88	
Unlimited Call Return	8.74	
Unlimited Repeat Dial	8.74	
Warm Line	3.75	
		(I)

## Per Use Local Features

Call Return	4.00
Busy Redial	4.00
Three-Way Calling	4.00
Call Trace	9.00

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SECTION 4.0 -BASIC SERVICES AND RATES (cont'd.)

4.5 Local Features (cont'd.)

4.5.2 Frontier Calling Areas (cont'd.)

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SECTION 4.0 -BASIC SERVICES AND RATES (cont'd.)

4.5 Local Features (cont'd.)

4.5.2 Frontier Calling Areas (cont'd.)

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SECTION 4.0 -BASIC SERVICES AND RATES (cont'd.)

4.5 Local Features (cont'd.)

4.5.2 Frontier Calling Areas (cont'd)

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SECTION 4.0 -BASIC SERVICES AND RATES (cont'd.)

## 4.5 Local Features (cont'd.)

## 4.5.3 Brightspeed of Indiana formerly United Tel Indiana, Embarq

Feature	Monthly Rate
Billed Number Screening, Collect, third Number	\$7.50
Call Forwarding-Basic	\$8.13
Call Forwarding-Busy	\$5.00
Call Forwarding-Don't Answer	\$5.00
Call Forwarding-Busy Customer Programmable	\$5.00
Call Forwarding-DA Customer Programmable	\$5.00
Call Intercept	\$6.25
Call Priority/Selector	\$6.25
Call Waiting	\$10.00
Caller ID	\$15.00
Caller ID Deluxe	\$15.00
Call Forwarding – Remote Activation (N)	\$3.75
Enhanced Call Forwarding (N)	\$10.31
Distinctive Ring First Dependent Number	\$8.75
Distinctive Ring Second Dependent Number	\$8.75
Distinctive Ring Third Dependent Number	\$8.75
Hunting	\$10.00
Inside Wire Maintenance Plan	\$8.50
Outbound Call Block	\$6.25
Remote Call Forwarding	\$57.50 (I)
Select/Preferred Call Forward	\$6.25
Selective Call Acceptance	\$6.25
Selective Call Rejection	\$6.25
Selective Call Ring	\$6.25
Selective Class of Call Screening (Collect or 3rd Number)	\$7.50
Speed Calling (8-Code)	\$6.25
Speed Calling (30-Code)	\$10.00
Three-Way Calling	\$7.50
Three-Way Calling w Transfer	\$7.50
Unlimited Call Return	\$7.50
Unlimited Repeat Dialing	\$7.50
Per Use Local Features	Per Use Rate
-Call Return - Per Use	\$2.50
-Repeat Dialing - Per Use	\$2.50
-Three-Way - Per Use	\$2.50
-Call Trace – Per Use	\$6.00

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SECTION 4.0 -BASIC SERVICES AND RATES (cont'd.)

## 4.5 Local Features (cont'd.)

4.5.4 Brightspeed of Central and Southern IN frmrlly CenturyTel of Central IN and  
CenturyTel of Odon (T)  
(T)

FEATURE	MONTHLY RATE
Anonymous Call Rejection <sup>1</sup>	\$6.25
Call Forwarding-Basic	\$6.25
Call Forwarding-Busy	\$5.00
Call Forwarding-No Answer	\$5.00
Call Forwarding-Busy /No Answer	\$10.00
Call Waiting	\$10.00 (I)
Call Waiting ID (plus Call Waiting and Caller ID)	\$30.00 (I)
Caller Waiting ID Deluxe with Number <sup>2</sup> (plus Call Waiting and Caller ID)	\$35.00 (I)
Caller ID	\$15.00
Caller ID – Number Only <sup>2</sup>	\$15.00
Distinctive Ring First Dependent Number	\$8.75 (I)
Distinctive Ring Second Dependent Number	\$8.75 (I)
Hot Line <sup>2</sup>	\$8.75 (I)
Hunting per Line	\$6.06
Make Busy Arrangement – per Line/Trunk	\$6.25
Privacy Director <sup>2</sup>	\$6.25
Special Call Acceptance <sup>1</sup>	\$7.50
Select Call Block	\$7.50
Select/Preferred Call Forward	\$7.50
Speed Calling (30-Code) <sup>1</sup>	\$7.50
Speed Calling (8-Code)	\$6.25
Ultra-Forward	\$3.75
Three-Way Calling	\$6.25
Unlimited Call Return	\$7.50
Repeat Dialing	\$7.50
VIP Alerts	\$7.50
Warm line <sup>2</sup>	\$6.25
Three Way Calling with Transfer	\$8.75
<sup>1</sup> Grandfathered May 28, 2021 (N)	
<sup>2</sup> Grandfathered September 27, 2019 (N)	
PER USE FEATURE	
Call Trace (\$30.00 Maximum)	\$7.00
Three-Way Calling (\$12.00 Maximum)	\$2.50
Unlimited Call Return (\$12.00 Maximum)	\$2.50
Repeat Dialing (\$12.00 Maximum)	\$2.50

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## SECTION 5.0 -MISCELLANEOUS SERVICES AND RATES

### 5.1 Service Order and Change Charges

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's billing information.

#### 5.1.1 Service Order Charges

Primary Service Connection Charge -applies to requests for initial connection or establishment of telephone service to the Company.

Secondary Service Connection Charge -applies to the second or additional line of a new access line installation and connection and customer requests for an inside move, change or addition to regular service. This charge applies only when the second or additional line is ordered simultaneously with the initial connection for service.

Transfer of Service Charge, Primary Line -applies to the first line of a Transfer of Service Order, (TOS) when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Transfer of Service Charge, Secondary Line -applies to the second, or third, etc., line of a Transfer of Service Order, (TOS) when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Technician Dispatch Charge -A separate Technician Dispatch Charge applies, in addition to all other charges for the visit, when a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire. This charge also applies for visits by the Company's agents or employees, at the Customer's request, to the Premises of the Customer, when the Customer fails to meet the Company's agent or employees for the prearranged appointment as requested.

SECTION 5.0 -MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.1 Service Order and Change Charges (cont'd.)

5.1.2 Change Order Charges

Change Order Charges apply to work associated with providing exchange line service or customer-requested changes to existing services. One charge applies for each change order requested by the customer. If multiple changes listed below are requested by the Customer and occur on the same order/ request one charge only applies. A Change Order Service Charge applies to the following customer-initiated changes:

Feature or Feature Pack Change Order -applies when a customer requests a change, adding or removing a feature or feature pack.

Toll Restriction Fee Order -applies when a Customer requests a change, adding or removing Toll Restriction Service.

Telephone Number Change Order -applies to each telephone number change request/ order.

(D)  
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Listing Change Charge -applies when a Customer requests/ orders a change to add or delete a white pages listing or requests a change to add/ delete listings. This charge also applies to request for Non-Published or Non-Listed numbers.

Change of Telephone / Rewire Charge - applies when a Customer requests/ orders a change that requires central office related work such as a change of phone number.

Hunting Arrangement – applies per Hunt Group to establish new or to change an existing hunt group.

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SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES (Cont'd)5.1 Service Order and Change Charges (cont'd.)5.1.3 Record Change Charges

A Record Change charge applies when a Customer requests/ orders a change to Company records such as adding/ changing a name on said Customer's account, changing billing address or contact information, adding/ changing the person( s) authorized to make changes on said Customer's account.

5.1.4 Miscellaneous Charges

Duplicate Invoice -applies each time a Customer requests an additional copy of a current bill or invoice.

Call Detail Report -applies each time a Customer requests local call detail for a given month.

5.1.4.1 Additional Service Connection Charges

Disconnection Order Charge: When subscriber lines and trunks are disconnected the Company incurs costs which may include other carrier related charges.

Change of Service Charge: Requests to change service of a line or trunk will be billed a Change of Service Charge.

Change of Features: Requests to add/change or delete features, including hunting will be charged on a per order basis.

	<u>All Service Areas (C)</u>	
	<u>Per Line or Trunk</u>	<u>Per Order</u>
Disconnection Order Charge	\$24.75 (I)	
Change of Service Charge	\$24.75 (I)	
Change of Feature Charge		\$24.00

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SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES (Cont'd)5.1 Service Order and Change Charges (cont'd.)5.1.5 Rates – SBC Areas

	Business	
Service Order Charges		
Primary Service Connection Charge – 1 <sup>st</sup> Line		\$200.00 <sup>5</sup> (I)
Secondary Service Connection Charge – Each Addt. Line		\$200.00 <sup>6</sup> (I)
Telephone Number Change-First Line		\$59.00
Telephone Number Change-Additional Line		\$40.00
Listing Change Charge		\$26.00
Rewire Charge-First Line		\$46.00
Rewire Charge-Additional Line		\$40.00
Hunting Arrangement-per Line Group		\$40.00
Restore Service For Non-Payment		\$40.00
	First	Each Add'l
New Install - Inside Wire	Hour	Hour
Business Hours	\$250.00	\$125.00
Outside Business Hours	\$375.00	\$187.50
	First	Each Add'l
Repair Charges	Hour	Hour
Inside Wire Repair	\$250.00	\$125.00
		Per
Repair Request Charges		Line/Trunk
Maintenance of Service Charge (i.e. No Trouble Found; No Access, etc.)		\$250.00

\* Service Connection charges are listed with the rates for each specific service tariffed.

<sup>5</sup> Same rate will apply to moves of lines

<sup>6</sup> Same rate will apply to moves of lines

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SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES (Cont'd)5.1 Service Order and Change Charges (cont'd.)5.1.6 Brightspeed of Indiana formerly United Tel Indiana, Embarq Areas

	First Line	Each Add'l Line
New Line Installation	\$200.00 (I)	\$200.00 (I)
Move Service-Different Premises	\$200.00 (I)	\$200.00 (I)
Telephone Number Change	\$43.75	\$29.00
Restore Service for Non-Payment - per line	\$31.25	\$31.25
Change of Service Charge	\$24.75	\$24.75
Hunting Arrangement - per line	\$43.75	\$25.00
Rewire Charge	\$43.75	\$25.00
Toll Free Set-Up Charge - each	\$31.25	\$31.25
ISDN-BRI Installation	\$250.00	
	First Hour	Each Add'l Hour
New Install - Inside Wire		
Business Hours	\$250.00	\$125.00
Outside Business Hours	\$375.00	\$187.50
	First Hour	Each Add'l Hour
Repair Charges		
Inside Wire Repair	\$250.00	\$125.00
Repair Request Charges		Per Line/Trunk
Maintenance of Service Charge (i.e. No Trouble Found; No Access, etc.)		\$250.00

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SECTION 5.0 -MISCELLANEOUS SERVICES AND RATES (Cont'd)5.1 Service Order and Change Charges (cont'd.)5.1.7 Frontier Areas

A. Former Verizon North & Midstates	First Line	Each Add'l Line
New Line Installation	\$200.00 (I)	\$200.00 (I)
Move Service-Different Premises	\$200.00 (I)	\$200.00 (I)
Telephone Number Change	\$61.00	\$31.00
Restore Service for Non-Payment - per line	\$45.00	\$45.00
Change of Service Charge	\$24.75	\$24.75
Hunting Arrangement -	\$61.00	\$31.00
Rewire Charge	\$61.00	\$31.00
Features- Add/Change/Delete – per order	\$24.00	
ISDN-BRI Installation	\$250.00	\$250.00
 B. Frontier of Indiana (OCN 0750) & Frontier of Thornton (OCN 0828)		
New Line Install & Move Service	\$200.00 (I)	\$200.00 (I)
Telephone Number Change	\$37.94	\$17.63
Restore Service for Non-Payment - per line	\$56.25	\$56.25
Rewire Charge	\$55.00	\$28.75
Change of Service Charge	\$24.75	\$24.75
Hunting Arrangement	\$55.00	\$28.75
Features- Add/Change/Delete – per order	\$24.00	-
Remote Call Forwarding	\$60.00	\$28.75
 C. All Frontier Service Areas		
Repair Request Charges		
Maintenance of Service Charge (i.e. No Trouble Found; No Access, etc.)		<u>Per Line/Trunk</u> \$250.00
Repair Charges	1 <sup>st</sup> Hr.	ea. Add Hr.
Inside Wire Repair	\$250 .00	\$125.00
 New Install - Inside Wire	1 <sup>st</sup> Hr.	ea. Add Hr.
Business Hours	\$250.00	\$125.00
Outside Business Hours	\$375.00	\$187.50

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SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES (Cont'd)5.1 Service Order and Change Charges (cont'd.)

## 5.1.8 Brightspeed of Central and Southern IN frmrlly CenturyTel of Central IN and CenturyTel of Odon

	First Line	Each Add'l Line
New Line Installation	\$200.00 (I)	\$200.00 (I)
Move Service-Different Premises	\$200.00 (I)	\$200.00 (I)
Telephone Number Change	\$31.25	\$18.75
Restore Service for Non-Payment - per line	\$60.31	\$31.25
Features Add/Change /Delete	\$24.00	
Change of Service Charge	\$24.75	\$24.75
Hunting Arrangement - per line	\$67.31	\$54.81
Rewire Charge	\$67.31	\$54.81
Toll Free Set-Up Charge - each	\$31.25	\$31.75
	First Hour	Each Add'l Hour
New Install - Inside Wire		
Business Hours	\$250.00	\$125.00
Outside Business Hours	\$375.00	\$187.50
Repair Charges		
Inside Wire Repair	\$250 .00	
Maintenance of Service Charge Dispatch (i.e. No Trouble Found; No Access, etc.)	\$250.00	

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SECTION 5.0 -MISCELLANEOUS SERVICES AND RATES (cont'd.)

5.2 Premise Work Charges

Premises Work Charges apply for customer requested installations, moves or changes of this Company's network facility on the customer's premises, excluding work subject to Rearrangement Charges provided in this section.

Premises Work Charges are based on the time spent at the customer's premises performing actual work, including work preparation and clean up. When more than one craftsman is involved in the premises work, charges are based on the total time for each person.

The initial 15 minute increment applies to the first 15 minutes of work on the customer's premises. The remaining premises time is charged as additional increments, even if the requested work requires more than one visit for Telephone Company reasons.

At the customer's request, a firm bid will be quoted in advance for work which is subject to Premises Work Charges. This quotation will be valid for a stated period of time. If the bid is accepted by the customer and the work is performed, the amount of the bid applies in lieu of the stated product guide charges.

Title to any wire, cable, or materials used remains with the Company.

5.2.1 Rearrangement Charges

Performing customer requested moves or changes to the drop wire and/ or protector, and moves, changes and additions of a Standard Network Interface (SNI) including any facility between SNI and the protector.

5.2.2 Trouble Isolation Charge

A nonrecurring charge which applies to business customers for each repair visit made to a premises to test the central office line, up to the demarcation point, when the line tests clear and the trouble is not found in the Company facilities.

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SECTION 5.0 -MISCELLANEOUS SERVICES AND RATES (cont'd.)5.2 Premise Work Charges5.2.3 Rates

	<u>Business</u>
Rearrangement Charge, per access line	
Moves or Changes to the Drop Wire and/ or Protector	\$48.00
Move, Changes or Additions of a Standard Network Interface	\$29.00
Premises Work Charge, per request	
Initial 15 minute increment, or fraction thereof, of premises work	\$21.00
Each additional 15 minute increment, or fraction thereof, of premises work	\$8.50
Maintenance of Service Charge, per line/trunk (C)	\$250.00
Duration of time, per technician	
First 1 Hour	\$250.00*
Each Additional 1 Hour	\$125.00**
Dispatch but No Trouble Found or No Access	\$175.00

\*Rate is \$375.00 when outside of business hours.

\*\*Rate is \$187.50 when outside of business hours.

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SECTION 5.0 -MISCELLANEOUS SERVICES AND RATES (cont'd.)5.3 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	<u>Business</u>	
	<u>First Line</u>	<u>Add'l. Line</u>
Brightspeed of Central and Southern IN frmrlly CenturyTel of Central IN and CenturyTel of Odon (T)	\$60.31	\$54.81 (N)
Frontier Comm. of Indiana-Thornton	\$56.25	\$56.25 (N)
Frontier fVerizon North & Midstates-per Account	\$45.00 (N)	
Brightspeed of Indiana frmrlly United Tel Indiana, Embarq (T)	\$31.25 (N)	\$31.25 (N)
SBC – per Account	\$40.00 (N)	

5.4 Temporary Suspension/ Restoration of Service

Upon the request of the customer, service may be temporarily suspended. Suspension of service may begin or terminate on any day of the month provided notice is given sufficiently in advance for arrangements to be made. Service will be disconnected to the extent necessary to assure that no inward or outward service will be available during the period of suspension.

	<u>Business</u>	
	<u>First Line</u>	<u>Add'l. Line</u> (N)
<u>Frontier fVerizon North &amp; Midstates:</u> Nonrecurring charge, per line suspended	\$61.00	\$31.00 (N)
Recurring charge, per line suspended	50% of regular service rates	
<u>SBC (N)</u> Nonrecurring charge, per line suspended	\$59.00	\$40.00 (N)

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SECTION 5.0 -MISCELLANEOUS SERVICES AND RATES (cont'd.)5.5 Public Telephone Surcharge

In order to recover the Company's 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, not presubscribed to the Company, used to access Company provided services. This surcharge, which is in addition to standard tariffed 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 "#" 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:           \$0.30

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SECTION 5.0 -MISCELLANEOUS SERVICES AND RATES (cont'd.)5.6 Optional Calling Features

The features in this section are made available to Business Customers on a per use basis. All features are provided subject to availability. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the per feature activation charge shown in the table below each time a feature is used by the Customer. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

C

5.6.1 Feature Descriptions

*Three-Way Calling:* Permits the Customer, by operation of the switch hook, to place an existing call on hold, dial the telephone number of a third party and establish a local or toll three-way conference call.

*Return Call:* Allows a Customer to return the most recent incoming call and, after dialing a code, hear an announcement of the last telephone number that called. If the Customer wishes to return the call right away, voice prompts will instruct the Customer to dial a certain digit and the call will automatically be returned.

*Call Trace:* Allows a Customer to initiate an automatic trace of the last call received. After receiving the call which is to be traced, the Customer dials a code and the traced telephone number is automatically sent to the Company. The Customer using Call Trace is required to contact the Company for further action. The Customer originating the trace will not receive the traced telephone number. The results of a trace will be furnished only to legally constituted authorities upon proper request by them.

*Repeat Dialing:* Permits the Customer to redial automatically the last number dialed.





SECTION 5.0 -MISCELLANEOUS SERVICES AND RATES (cont'd.)

5.7 Directory Assistance Services

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

5.7.1 Basic Directory Assistance

The rates specified following apply when Customers request company assistance in determining telephone numbers of Customers who are located in the same local service area or who are not located in the same local service area but who are located within the same NPA.

A maximum of two (2) requested telephone numbers are allowed per call.

Charges will not apply for calls placed from hospital services or calls placed from telephones where the Customer has been affirmed in writing as unable to use a Company provided directory because of a visual, physical or reading handicap.

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SECTION 5.0 -MISCELLANEOUS SERVICES AND RATES (cont'd.)

5.7 Directory Assistance Services (cont'd.)

5.7.2 Directory Assistance Call Completion

Directory Assistance Call Completion (DACC) is a service that provides customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance operator. The call may be completed automatically or by the Directory Assistance operator.

The DACC portion of the call may either be billed in the same manner as the DA portion or alternately billed by using a calling card, billing to a third number, or collect. All operator-handled charges, as specified in 5.8, apply as appropriate.

For local and intraLATA calls, charges for DACC service are not applicable to calls placed by those customers with reading, visual, or physical handicaps.

SECTION 5.0 -MISCELLANEOUS SERVICES AND RATES (cont'd.)

5.7 Directory Assistance Services (cont'd.)

5.7.3 National Directory Assistance Service

National Directory Assistance Service is provided to customers of the Company for the purpose of requesting telephone numbers of individuals or businesses who are located outside the customer's local Directory Assistance service area.

There are no call allowances or exemptions for National Directory Assistance.

A maximum of two (2) requested telephone numbers are allowed per call.

This service may be alternately billed by using a calling card, billing to a third number, or collect. Operator-handled charges, as specified in 5.8, apply as appropriate.

SECTION 5.0 -MISCELLANEOUS SERVICES AND RATES (cont'd.)5.7 Directory Assistance Services (cont'd.)

## 5.7.4 Rates

	Per Query			
	SBC Calling Areas	Frontier Calling Areas	Brightspeed of Indiana, frmrlly United Tel Indiana, Embarq (T)	Brightspeed of Central/Southern Indiana, frmrlly CenturyTel of IN and Odon (T)
Local Directory Assistance				
Direct Dialed (in excess of allowance)	5.99	5.99	6.99 (I)	\$7.99
Via Operator (no allowance)	5.99	5.99	6.99 (I)	
Directory Assistance Call Completion				
Per Completed Call	0.35	5.99	-	
National Directory Assistance				
Per Call	5.99	5.99	6.99 (I)	\$7.99

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES (cont'd.)

5.8 Reserved For Future Use

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SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES (cont'd.)

5.8 Reserved For Future Use (cont'd.)

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SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES (cont'd.)

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SECTION 5.0 -MISCELLANEOUS SERVICES AND RATES (cont'd.)

5.10 Directory Listing Service

5.10.1 General

The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

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.

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.

Listing services are available with all classes of main telephone exchange service.

5.10.2 Listings

A. Primary Listing

One listing, termed the primary listing, is included with each exchange access line or each joint user service.





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SECTION 5.0 -MISCELLANEOUS SERVICES AND RATES (cont'd.)

5.10 Directory Listing Service (cont'd.)

5.10.2 Listings (cont'd.)

C. Nonpublished Service

The telephone numbers of nonpublished service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public.

Non published information may be released to emergency service providers, to customers who subscribe to Company offerings which require the information to provide service and/ or bill their clients, or, to telephone customers who are billed for calls placed to or from nonpublished numbers and to entities which collect for the billed services. Nonpublished names and/ or telephone numbers may also be delivered to customers on a call-by-call basis.

Incoming calls to nonpublished service will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice notwithstanding any claim the calling party may present, except claims of emergencies involving life and death. In such cases, the Company will call the non-published number and request permission to make an immediate connection to the calling party.

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.

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SECTION 5.0 -MISCELLANEOUS SERVICES AND RATES (cont'd.)

5.10 Directory Listing Service (cont'd.)

5.10.2 Listings (cont'd.)

D. Nonlisted Service

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

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

The Company will only complete calls to a nonlisted number, if requested by a caller, during the course of a directory assistance call completion service.

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 Company's only obligation is to credit or refund any monthly charges the Customer paid for nonlisted 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-listed service or the disclosing of said number to any person.

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SECTION 5.0 -MISCELLANEOUS SERVICES AND RATES (cont'd.)

5.10 Directory Listing Service (cont'd.)

5.10.2 Listings (cont'd.)

E. Foreign Listings

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

F. Alphabetical Service Reference Listings

An Alphabetical Service Reference is listed information in addition to a primary or additional listing that is intended to supply additional or special instructions to calling parties.

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SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES (cont'd.)5.10 Directory Listing Service (cont'd.)5.10.3 Rates and Charges - SBC Areas

	<u>Per Month</u>	
Additional Listings		D
Business, each	\$7.00	I D
Nonlisted Service		
Business, each	\$4.50	I D
Nonpublished Service		
Business, each	\$6.50	I D
Foreign Listings		
Business, each	\$7.00	I D
Alphabetical Listings		
Business, each	\$7.00	I D

For non-recurring charges associated with a customer-initiated change in a directory listing, see Section 5.1.5 of this product guide.

## SECTION 5.0 -MISCELLANEOUS SERVICES AND RATES (cont'd.)

5.10 Directory Listing Service (cont'd.)5.10.4 Rates and Charges – Brightspeed of Indiana formerly United Tel Indiana, Embarq

Additional Listings	\$12.50
Foreign Listings	\$12.50
Non Listed Service	\$13.75
Nonpublished Service	\$13.75

5.10.5 Rates and Charges – Frontierf VerizonFRT Comm

Additional Listings	\$25.00	\$14.00 (I)
Foreign Listings	\$12.50 (I)	\$12.50 (I)
Non-Listed Service	\$7.50	\$9.38
Nonpublished Service	\$8.00	\$10.00

5.10.6 Rates and Charges – Brightspeed of Central/Southern Indiana, frmrlly CenturyTel of IN and Odon

Additional Listings	\$12.50
Foreign Listings	\$13.75
Non-Listed Service	\$13.75
Nonpublished Service	\$13.75

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SECTION 5.0 -MISCELLANEOUS SERVICES AND RATES (cont'd.)5.11 Carrier Presubscription5.11.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which 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.

5.11.2 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.

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SECTION 5.0 -MISCELLANEOUS SERVICES AND RATES (cont'd.)

5.11 Carrier Presubscription (Cont'd.)

5.11.3 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 5.11.5 below:

5.11.4 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 5.11.5 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.

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SECTION 5.0 -MISCELLANEOUS SERVICES AND RATES (cont'd.)5.11 Carrier Presubscription (cont'd.)5.11.5 Presubscription ChargesA. Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in 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 line/ trunk			N
Brightspeed of Central/Southern Indiana, fmrly CenturyTel of IN and Odon (T)	\$10.00		N

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SECTION 5.0 -MISCELLANEOUS SERVICES AND RATES (cont'd.)

5.12 Intercept Referral Service

5.12.1 General

Intercept Referral Service is a service used when a Customer disconnects service or changes telephone numbers. Calls to the intercepted telephone number are referred to an operator or a recorded message. Intercept services are offered for periods up to nine (9) months for business Customers. Service is available subject to the availability of facilities and the disconnected number. The following Intercept services are available. (C)

*Regular Intercept Referral Service* -Basic Intercept Service includes all intercept recordings that do not provide the new telephone number information.

*Temporary Number Referral Service* -provides for business service to be intercepted temporarily without termination of service. Calling persons will be informed that the service is being temporarily intercepted at the request of the subscriber and, if desired by the subscriber, the telephone number at which he may be reached or the telephone number at which his calls will be received during the period of interception. No outward or inward service is completed during the period of interception. (C)

*Multiple Number Referral Service* -provides for multiple intercept messages in the event a business telephone service is disconnected and the subscriber requests that the calls be referred to more than one telephone number. Persons calling the disconnected service will reach an operator who will determine who the caller is trying to reach and will then route the call to the appropriate intercept phrase via the Automatic Intercept System. (C)

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SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES (cont'd.)5.14 900 Service Access Restriction

900 Service Access Restriction enables residence or business exchange access line customers to prohibit dialing of calls with the 900 prefix. Customers who choose this service will also be restricted from calling calls with the prefix of 976 and 676. This service is offered only where facilities permit and is only available on direct dialed calls.

5.14.1 Rates

	(D)	<i>Business</i>
Nonrecurring charge, per line	(D)	\$0.00
Monthly rate, per line	(D)	\$0.00

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SECTION 5.0 -MISCELLANEOUS SERVICES AND RATES (cont'd.)5.15 Blocking for 10XXX1+ / 10XXX011+

This service prevents 10XXX1+ and 10XXX011+ calls from being completed and is offered subject to the availability of facilities. Provision of this service does not alleviate customer responsibility for completed toll calls.

5.15.1 Rates

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
Per line or trunk arranged	\$5.00	N/A

5.16 DID Trunk Service

DID Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to receive incoming calls one call at a time. DID Trunk Service transmits the dialed digits for all incoming calls allowing the customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. DID number charges set forth in Section 6.2 blocks apply in addition to the DID Trunk charges listed below.

Non-recurring and monthly recurring rates per DID Trunk, apply as follows:

	SBC Areas
<u>Monthly Rate</u>	
DID Trunk and Port	
Rate Groups 1, 2 & L	\$4228.75 (I)
Rate Groups 3	\$4228.75 (I)
<u>DIOD Trunk and Port</u>	
Trunks 1-10 All Rate Groups	\$2567.50 (I)
Trunks 11-50 All Rate Groups	\$2566.88 (I)
Trunks 51+ All Rate Groups	\$4036.25 (I)

SECTION 5.0 -MISCELLANEOUS SERVICES AND RATES (cont'd.)5.17 Direct Inward Dial (DID) Service

DID service is an optional feature which can be purchased in conjunction with Company-provided Basic Trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID numbers apply in addition to charges specified for Basic Trunks or Digital Trunks.

So the Company may efficiently manage its number resource, the Company, at its sole discretion, reserves the right to limit the quantity of DID numbers a Customer may obtain. Requests for 300 or more DID numbers must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

DID Numbers (M)	<u>SBC Areas</u>	<u>Frontier fVerizon</u>
Each group of 20	\$330.00 (I)	\$43.75
Initial group of 100		\$218.75
Add'l. group of 100		\$168.75

## 5.17.1 Remote Call Forwarding

Remote Call Forwarding (RCF) is a Business service which provides automatic routing, or forwarding, of calls to a predetermined telephone line/number. The subscriber of the service is responsible for the prevailing rate of the call forwarded from the RCF to the predetermined telephone line/number.

Frontier Areas	<u>Frontier Comm.</u>	<u>Frontier fVerizon</u>
Per RCF path, per month	\$42.50	\$42.50

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SECTION 5.0 -MISCELLANEOUS SERVICES AND RATES (cont'd.)5.18 Non-Published Directory Service

## 5.18.1 General

- A. Non-Published Directory Service is a telephone number which is not listed in either the directory assistance records, or the alphabetical directory or that section of the directory containing the regular alphabetical list of names of customers. Non-Published Directory Service is classified as a competitive service for all business customers.
- B. Incoming calls to Non-Published Directory Service telephone numbers will be completed by the Company only when the calling party places the call by telephone number. The Company will adhere to this practice notwithstanding any claim of emergency the calling party may present. However, the Company may provide the customer's name, address and telephone number to Law Enforcement Agencies and other emergency service providers on a call-by-call basis for the purpose of enabling those agencies and service providers to respond to emergency situations. The acceptance by the Company of the customer's request to furnish Non-Published Directory Service does not create any relationship or obligation, direct or indirect, to any person other than the customer.
- C. In the absence of willful misconduct, no liability for damages arising from publishing the telephone number of a Non-Published Directory Service customer in the directory or disclosing a Non-Published Directory Service telephone number to any calling party shall attach to the Company, and where such a number is published or is disclosed by a Company employee, the Company's liability shall be limited to and satisfied by a refund of any monthly charges which the Company may have made for such service.
- D. The Non-Published Directory Service telephone number and name associated with the line used by the calling party to place outgoing calls may be forwarded to subscribers (called parties) of Caller ID, Caller ID with Name, and customers using Automatic Callback feature with announcement.

SECTION 5.0 -MISCELLANEOUS SERVICES AND RATES (cont'd.)

5.18 Non-Published Directory Service (cont'd.)

5.18.2 Rates

Description	Monthly Price		
	Frontier	Brightspeed (T)	
Non-Published Directory Service, each separate customer listing	See Page 98.1 of this Product Guide for rates	See Page 98.1 of this Product Guide for rates	(N)   (N)

The preceding rate does not apply to:

- A. Reversed Charge Service.
- B. Foreign Exchange, Foreign District or Foreign Central Office Service if the customer has other exchange service which is listed in the published telephone directory at the same address.
- C. Additional service furnished to the same customer who has service listed in the published telephone directory at the same address.
- D. A customer living in a hotel, hospital, retirement complex, apartment house, boarding house, or club if the customer is listed under the telephone number of the P.B.X. or semipublic service furnished to the hotel, hospital, retirement complex, apartment house, boarding house or club.
- E. Temporary service furnished for short periods, such as for elections, special events (e.g., fairs, exhibits, parades, etc.) and other special situations.
- F. 800 Service.

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SECTION 5.0 -MISCELLANEOUS SERVICES AND RATES (cont'd.)

5.19 Non-Listed Directory Service

5.19.1 General

- A. Non-Listed Directory Service is a telephone number which is not listed in the alphabetical directory or that section of the directory containing the regular alphabetical list of names of customers. The telephone number is listed in the directory assistance records and will be furnished upon request of the calling party. Non-Listed Directory Service is classified as a competitive service for all business customers.
- B. The Company may provide the customer's name, address and telephone number to Law Enforcement Agencies and other emergency service providers on a call-by-call basis for the purpose of enabling those agencies and service providers to respond to emergency situations.
- C. The Non-Listed Directory Service telephone number and name associated with the line used by the calling party to place outgoing calls may be forwarded to subscribers (called parties) of Caller ID, and Caller ID with Name.

5.19.2 Rates

Description	Monthly Price		
	<u>Frontier</u>	<u>Brightspeed</u>	
Non-Listed Directory Service, each separate customer listing	See Page 98.1 of this Product Guide for rates	See Page 98.1 of this Product Guide for rates	(N)     (N)

SECTION 5.0 -MISCELLANEOUS SERVICES AND RATES (cont'd.)

5.20 Custom Number Service

5.20.1 General

- A. Custom Number Service (CNS) allows customers to request a specific telephone number other than the one that would normally be assigned by the Company. These specifically requested numbers include, but are not limited to, numbers with alpha equivalents or “easy to remember” numbers. The CNS charge does not give any customer a property right in the telephone number selected. (C)
- B. CNS is provided subject to the availability of telephone numbers.
- C. An initial nonrecurring charge will apply when a Custom Number is assigned.

5.20.2 Rates and Charges

<u>Description</u>	Nonrecurring
Number Search and Assignment	<u>Charge</u>
	\$38.00

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SECTION 6.0 -ACCESS SERVICES

6.1 General

Rates and regulations for the Company's Access Services may be found in the Company's Indiana product guide No. 3.

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SECTION 7.0 -PRODUCT SERVICES7.1 MetPath™ ISDN PRI Service with Unlimited Local Calling

ISDN PRI offers an array of value-added features, such as calling number identification and call-by-call selection that enhance productivity. ISDN PRI is configured with 23 64 Kbps bi-directional B (Bearer) channels and one 64 Kbps D (Data) channel. Unique to ISDN PRI is its ability to designate the D channel to handle all of the signaling and call control requirements and leave the remaining 23 B channels free for any mix of circuit-switched voice and data.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

MetPath™ ISDN PRI includes the following non-optional Feature Package: Inbound Calling Line ID-Name & Number and Call by Call Selection.

Regional Toll and Long Distance Services must be PIC'd to the Company. These rates are in addition to ISDN PRI and DS1 rates below.

Recurring Charges

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
All Areas	ICB	ICB	ICB

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SECTION 7.0 -PRODUCT SERVICES (cont'd.)7.1 ISDN PRI Service with Unlimited Local Calling (cont'd.)Non-Recurring Charges

	Non-Recurring Charge		
	12 Months	24 Months	36 Months
All Areas			
First Line	ICB	ICB	ICB
Each Add'l Line	ICB	ICB	ICB
Expedite Service Charge <sup>1</sup>	Per PRI		
All Areas	ICB		
Order Supplement Charge <sup>2</sup>	First Change	Subsequent Change	
All Areas	ICB	ICB	
Order Cancellation Charge	Per PRI		
All Areas	ICB		

<sup>1</sup> Expedite Service Charges apply when customer requests installation of service in less time than normal installation interval of 30 business days.

<sup>2</sup> Order Supplement Charges apply when a change of the Requested Service Date is requested by customer. A change of requested service date must be within 30 days of the previous requested service date. In no event will the Company be obligated to accept more than three (3) changes to a requested service date. The service will be deemed canceled upon the fourth (4) such request and applicable Order Cancellation Charges will apply.

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SECTION 7.0 -PRODUCT SERVICES (cont'd.)7.2 MetPath™ Digital DS-1 PBX Service with Unlimited Local Calling

This service provides a trunk side DS1 electrical interface from the customer's digital PBX system to a MetPath™ digital port on a local Company switch for the origination and termination of calls. Traffic to and from the digital PBX can be received or dialed directly from any PBX station without the need for an attendant.

These digital trunks deliver a high-speed DS1 (T1) connection between your PBX and the Company network. There are up to 24 channels on one facility, each of which can be used to place or receive calls. This multi-channel capability dramatically reduces the need for additional PBX circuit cards.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

Regional Toll and Long Distance Services must be PIC'd to the Company. These rates are in addition to ISDN PRI and DS1 rates below.

## Monthly Recurring Charges

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
All Areas	ICB	ICB	ICB

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SECTION 7.0 -PRODUCT SERVICES (cont'd.)7.2 MetPath™ Digital DS-1 PBX Service with Unlimited Local Calling (cont'd.)Non-Recurring Charges

		Non-Recurring Charge		
		12 Months	24 Months	36 Months
All Areas	First Line	ICB	ICB	ICB
	Each Add'l Line	ICB	ICB	ICB
Expedite Service Charge <sup>1</sup>		Per DS1		
All Areas		ICB		
Order Supplement Charge <sup>2</sup>	All Areas	First Change	Subsequent	
		ICB	Change	
Order Cancellation Charge		Per DS1		
All Areas		ICB		

<sup>1</sup> Expedite Service Charges apply when customer requests installation of service in less time than normal installation interval of 30 business days.

<sup>2</sup> Order Supplement Charges apply when a change of the Requested Service Date is requested by customer. A change of requested service date must be within 30 days of the previous requested service date. In no event will the Company be obligated to accept more than three (3) changes to a requested service date. The service will be deemed canceled upon the fourth (4) such request and applicable Order Cancellation Charges will apply.

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**SECTION 7.0 -PRODUCT SERVICES** (cont'd.)**7.3 ISDN PRI Service with Unlimited Local Calling and Bundled Toll/LD Service**

ISDN PRI offers an array of value-added features, such as calling number identification and call-by-call selection that enhance productivity. ISDN PRI is configured with 23 64 Kbps bi-directional B (Bearer) channels and one 64 Kbps D (Data) channel. Unique to ISDN PRI is its ability to designate the D channel to handle all of the signaling and call control requirements and leave the remaining 23 B channels free for any mix of circuit-switched voice and data.

This product is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

The Unlimited Local Calling and Bundled Toll/LD Service Products are offered with six different increments of Toll/LD Minutes of Use: 5,000, 10,000, 15,000, 30,000, 50,000 and 100,000. Installation charges are included in the monthly recurring charges. Regional Toll and Long Distance Services must be PIC'd to the Company.

MetPath™ ISDN PRI with Unlimited Local and Bundled 5,000 Long Distance MOU This package includes unlimited local and 5,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 5,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
All Areas	ICB	ICB	ICB

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SECTION 7.0 -PRODUCT SERVICES (cont'd.)7.3 MetPath™ ISDN PRI Service with Unlimited Local Calling and Bundled Toll/LD Service (Cont'd.)MetPath™ ISDN PRI with Unlimited Local and Bundled 10,000 Long Distance MOU

This package includes unlimited local and 10,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 10,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
All Areas	ICB	ICB	ICB

MetPath™ ISDN PRI with Unlimited Local and Bundled 15,000 Long Distance MOU

This package includes unlimited local and 15,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 15,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
All Areas	ICB	ICB	ICB

MetPath™ ISDN PRI with Unlimited Local and Bundled 30,000 Long Distance MOU

This package includes unlimited local and 30000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 30,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
All Areas	ICB	ICB	ICB

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SECTION 7.0 -PRODUCT SERVICES (cont'd.)7.3 MetPath™ ISDN PRI Service with Unlimited Local Calling and Bundled Toll/LD Service (Cont'd.)

MetPath™ ISDN PRI with Unlimited Local and Bundled 50,000 Long Distance MOU  
This package includes unlimited local and 50,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 50,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
All Areas	ICB	ICB	ICB

MetPath™ ISDN PRI with Unlimited Local and Bundled 100,000 Long Distance MOU  
This package includes unlimited local and 100,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number & Call-by-Call Selection (ISDN PRI) long distance usage @ 100,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
All Areas	ICB	ICB	ICB

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SECTION 7.0 -PRODUCT SERVICES (cont'd.)**7.4 Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service**

This service provides a trunk side DS1 electrical interface from the customer's digital PBX system to a MetPath™ digital port on a local Company switch for the origination and termination of calls. Traffic to and from the digital PBX can be received or dialed directly from any PBX station without the need for an attendant.

These digital trunks deliver a high-speed DS1 (T1) connection between your PBX and the Company network. There are up to 24 channels on one facility, each of which can be used to place or receive calls. This multi-channel capability dramatically reduces the need for additional PBX circuit cards.

Each of these products is offered under a 12, 24 or 36 month term agreement. Rates include unlimited local calling for sent-paid, directly dialed calls. Rates do not include calling card calls, information type calls to Time and Weather, 555, 700, 900, 976 Services, Directory Assistance or any other type of Operator Handled call.

The MetPath™ Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service Products are offered with six different increments of Toll/LD Minutes of Use: 5,000, 10,000, 15,000, 30,000, 50,000 and 100,000. Installation charges are included in the monthly recurring charges. Regional Toll and Long Distance Services must be PIC'd to the Company.

**MetPath™ ISDN DS1 with Unlimited Local and Bundled 5,000 Long Distance MOU**

This package includes unlimited local and 5,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 5,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

All Areas	Monthly Recurring Charge		
	12 Months ICB	24 Months ICB	36 Months ICB

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SECTION 7.0 -PRODUCT SERVICES (cont'd.)7.4 MetPath™ Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD Service (Cont'd.)MetPath™ ISDN DS1 with Unlimited Local and Bundled 10,000 Long Distance MOU

This package includes unlimited local and 10,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 10,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
All Areas	ICB	ICB	ICB

MetPath™ ISDN DS1 with Unlimited Local and Bundled 15,000 Long Distance MOU

This package includes unlimited local and 15,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 15,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
All Areas	ICB	ICB	ICB

MetPath™ ISDN DS1 with Unlimited Local and Bundled 30,000 Long Distance MOU

This package includes unlimited local and 30000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 30,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
All Areas	ICB	ICB	ICB

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SECTION 7.0 -PRODUCT SERVICES (cont'd.)7.4 MetPath™ Digital DS-1 PBX Service with Unlimited Local Calling and Bundled Toll/LD ServiceMetPath™ ISDN DS1 with Unlimited Local and Bundled 50,000 Long Distance MOU

This package includes unlimited local and 50,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 50,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
All Areas	ICB	ICB	ICB

MetPath™ ISDN DS1 with Unlimited Local and Bundled 100,000 Long Distance MOU

This package includes unlimited local and 100,000 long distance minutes of use. Also included is Inbound Calling Line ID-Name & Number and long distance usage @ 100,000 MOUs (including regional toll). Usage over the selected LD package will be billed at \$0.049 per minute.

	Monthly Recurring Charge		
	12 Months	24 Months	36 Months
All Areas	ICB	ICB	ICB

SECTION 7.0 -PRODUCT SERVICES (cont'd.)7.5 MetPath™ ISDN BRI Service

MetPath™ ISDN BRI (Basic Rate Interface) uses standard “twisted pair” cables and is nearly three times faster than a 56K dial up line. MetPath™ ISDN PRI (Primary Rate Interface) uses a 1.544 Mbps digital transport facility (T1). Both services provide the superior clarity of digital transmission, a high-speed data interface and sufficient bandwidth capacity to fulfill your current and future communication needs.

ISDN BRI consists of two 64 Kbps B (Bearer) channels and one 16 Kbps D (Data) channel. Each B channel has the ability to integrate voice, data, image and video. The B channels may be kept separate or bonded together to deliver 128 Kbps.

<u>Monthly Recurring Charges</u>	SBC	Frontier fVerizon	Brightspeed of frmrlly United Tel Indiana, Embarq
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ISDN BRI Digital Line*	\$8318.75		
ISDN BRI Measured		\$201.00 <sup>1</sup>	-
ISDN BRI Flat		\$531.00. <sup>1</sup>	\$43.75 <sup>1</sup>
Circuit Switch Capability, 1 <sup>st</sup> B Channel	\$548.75		
Circuit Switch Capability, Subsequent B Channel	\$548.75		
Local calls – per message	\$4.15 (I)	\$0.0313	\$0.0000

\*includes C.O. Termination & Access Line

<sup>1</sup>Local Exchange POTS line rates apply in addition to BRI Exchange Rates.

§ ISDN BRI Services are Grandfathered and no new installations and/or changes to existing ISDN BRI Services will be accepted.

SECTION 7.0 –PRO DUCT SERVICES (cont'd.)

7.6 MetPath™ Digital Centrex Service

MetPath™ Digital Centrex Service delivers superior performance, PBX-like functionality including abbreviated dialing, and is compatible with many telephone sets. Each user has a unique seven-digit direct telephone number and customized features. The service is affordable, power failure safe and provides a scalable platform for future growth and technology.

<u>Monthly Recurring Charges</u>	<u>SBC</u>	<u>Frontier</u>
Flat Rate Service – All Terms	\$1,257.81 (I)	\$87.50
Flat Rate Service – All Terms	Brightspeed of Indiana frmrlly United Tel Indiana, Embarq	
	\$59.00	

**NOTES FOR ALL:** Availability of services must be verified with the Company based on customer address and NPA-NXX. Rates do not included FCC End User Charge, FCC Port Charge, or other surcharges and taxes. Minimum service period is 12 months. If service is cancelled prior to the end of the contract, a termination charge will be calculated as follows: a. The average of the sum of all line charges on three previous Company invoices to the customer (excluding taxes) multiplied by the number of months remaining in the term agreement.

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SECTION 7.0 -PRODUCT SERVICES (cont'd.)

## 7.7 MetPak Plus Bundled Service Plan - Overview

MetPak Plus Bundled Service Plan is an optional business package offer that provides the following;

1. Business Network Access Line
2. Unlimited Local Usage
3. Custom Calling Features
4. Fixed monthly rates for 12, 24 or 36 month term or a Month-to-Month Option

## 7.7.1 Available Features

Call Management features associated with the Service Plan Plus option are available on each line in the package at no extra charge. The customer may choose any of the following features for each line in the package.

Anonymous Call Rejection	Caller ID Name and Number
Call Block	Hunting
Call Forward Busy Line	Remote Access Call Forwarding
Call Forward Don't Answer Ring Control	Repeat Dialing
Call Forward Variable	Speed Calling 8
Call Return	Speed Calling 30
Call Waiting	Three Way Calling
Call Waiting ID	Touch Tone

## 7.7.2 Regulations

- A. Customers must use MetTel as their local and regional toll carrier.
- B. These plans only apply to voice traffic for sent-paid, directly dialed calls. Calls to Internet Service Providers which is not voice traffic is not covered under the plan.
- C. The plans are not available for use with PBX Trunks, ground start lines or trunks, ISDN BRI, ISDN PRI, Digital PBX Trunks, Remote Call Forwarding, Foreign Exchange, Coin or Pay Telephone Service or for use with Dial-up Modems, Predictive Dialers, Call Center operations, Broadcast Fax, Data Transmissions or Toll Free Services. Additional restrictions may apply.
- D. Rotary Service (Hunting) is available as part of this service for business packages containing three or more lines. The maximum number of lines allowed in a hunting group is one less than the number of lines in a package and may be subject to technical limitations in terms of the number of lines in a hunt group.



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SECTION 7.0 -PRODUCT SERVICES (cont'd.)

## 7.7 MetPak Plus Bundled Service Plan – Overview (Cont'd)

## 7.7.2 Regulations (Cont'd)

- A. Calling card, collect calls, information type calls such as Time and Weather, 555, 700, 900, 976 Services, Directory Assistance Services or any type of Operator Handled Call are not included in these plans.
- B. MetTel reserves the right to terminate the MetPak Plus Bundled Plans for customers who use the service for non-voice traffic or with prohibited services or equipment defined herein.

## 7.7.3 Termination Charges

Term Commitment plans on 12, 24 and 36 months are subject to early termination fees as follows:

If Customer discontinues the service in whole or in part before the expiration of the contracted Service Term (i.e., 12, 24 or 36 months), or if MetTel terminates for Customer's Default, the Customer shall be liable to MetTel for termination charges equal to the monthly recurring charges for those discontinued Services, multiplied by the number of months remaining in the Term, plus any charges MetTel incurs from third parties because of Customer's early termination and for any charges that may have been waived. Customer must give MetTel prior written notice of any Service termination, and will be responsible for all charges for such Service up to the date such termination is effective, as well as any charges in connection with the termination.

## 7.7.4 Non Recurring Charges

Non-Recurring Charges do not apply for an existing MetTel customer with Business lines, who order the MetPak Plus Bundled Plans. Standard Service Connection Charges will apply to new installations of Business lines who also select the MetPak Plus Bundled Plans.

## 7.7.6 Rates

MetPak Plus Bundled Plan, per line per month	MTM	12 Months	24 Months	36 Months
	\$350.00 (I)	\$180.00 (I)	\$170.00 (I)	\$160.00 (I)

SECTION 8.0 -SPECIAL ARRANGEMENTS

8.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this product guide. Rates quoted in response to such competitive requests may be different than those specified for such services in this product guide. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

(D)

SECTION 9.0 -REGULATIONS (cont'd.)

9.1 Special Promotions

The Company may, from time to time, offer services in this Product guide at special promotional rates and/ or terms. All rates and terms contained in this Product guide shall continue to apply unless specifically addressed in the promotional agreements.

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