

RULES, REGULATIONS, AND
SCHEDULE OF RATES AND CHARGES
APPLICABLE TO END USERS

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

FURNISHED BY
AIRESRING, INC.
WITHIN THE STATE OF ILLINOIS

Issued Date: December 6, 2004
Issued By:

Effective Date: December 20, 2004

Avi Lonstein President
6060 Sepulveda Blvd.
Van Nuys, California 91411

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CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

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* - New or Revised

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Airespring, Inc.
7800 Woodley Avenue
Van Nuys, CA 91406

EXPLANATION OF SYMBOLS

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

(C) To signify changed regulation.

(D) To signify discontinued rate and 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 TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the local exchange telecommunications services provided by Airespring, Inc., to customers within the state of Illinois.

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Effective Date: December 20, 2004

Avi Lonstein President
6060 Sepulveda Blvd.
Van Nuys, California 91411

SECTION 1.0 - DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

Access Line - An arrangement which connects the Customer's location to a carrier's switching center or point of presence.

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

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

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

Business - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

Commission - Illinois Commerce Commission.

Company or Carrier – Airespring, Inc., unless otherwise clearly indicated by the context.

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

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

SECTION 1.0 - DEFINITIONS

DID Trunk - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

Dial Pulse (or "DP") - The pulse type employed by rotary dial station sets.

Dual Tone Multi-Frequency (or "DTMF") - The pulse type employed by tone dial station sets.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid for by another Customer.

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

Hearing Impaired - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only - A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

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

SECTION 1.0 - DEFINITIONS

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.

LEC - Local Exchange Company

Main Point of Presence ("MPOP") - The main telephone closet in the Customer's building.

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

Multi-Frequency or ("MF") - An inter-machine pulse type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

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

Other Telephone Company - An Exchange Telephone Company, other than the Company.

PBX - Private Branch Exchange

Premises - A building or buildings on contiguous property.

Recurring Charges - The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service. Page 9 Issued

SECTION 1.0 - DEFINITIONS

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

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

Telecommunications Company or Provider - Used throughout this tariff to mean Airespring, Inc., unless clearly indicated otherwise by the text.

TBD – To Be Determined.

Two Way - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage Based 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 provider under this tariff.

SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of Illinois, and terminating within a local calling area as defined herein.

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

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 tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company. Page 11 Issued

SECTION 2.0 - RULES AND 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 one month, 24 hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) Except as otherwise stated in the tariff, 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 proper notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) Service may be terminated upon written notice to the Customer if:
 - (1) the Customer is using the service in violation of this tariff; or
 - (2) the Customer is using the service in violation of the law.
- (E) This tariff shall be interpreted and governed by the laws of the State of Illinois without regard for its choice of laws provision.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

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

2.1.3 Terms and Conditions, (cont'd.)

- (F) 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.
- (G) 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 jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- (H) The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

SECTION 2.0 - RULES AND 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. Page 14 Issued

SECTION 2.0 - RULES AND 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;

SECTION 2.0 - RULES AND 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 non-completion of calls due to network busy conditions;
- (10) Any calls not actually attempted to be completed during any period that service is unavailable;
- (11) And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities. Page 16 Issued

SECTION 2.0 - RULES AND 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 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 tariff does not preclude the Company from asserting its rights under other provisions.

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. Page 17 Issued

SECTION 2.0 - RULES AND 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 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.
- (B) 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 by the Customer.
- (C) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- (D) Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with the service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (E) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - (1) the through 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; or
 - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment. Page 18 Issued

SECTION 2.0 - RULES AND 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 tariff, special construction or facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is 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. Page 19 Issued

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

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

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its 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 the Illinois Commission's 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 tariff will apply.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed 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 conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service. Page 21 Issued

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer

2.3.1 General (cont'd.)

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

SECTION 2.0 - RULES AND 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 tariff 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 tariff 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 to intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

- (A) Terminal equipment of 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 MPOP.
- (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 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.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.3 Interconnection of Facilities

- (A) Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- (B) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (C) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- (D) Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

SECTION 2.0 - RULES AND 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 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- (C) If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

Reserved for future use.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.5 Customer Deposits and Advance Payments (Cont'd.)

2.5.2 Deposits

Reserved for future use.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.6 Payment Arrangements

2.6.1 Payment for Services

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

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

2.6.2 Billing and Collection of Charges

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

- (A) Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. Company will pay interest on overpayments in accordance with Illinois Administrative Code 735.
- (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 date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- (C) When service does not begin on the first day of the billing period, or end of the last day of the billing period, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.6 Payment Arrangements (Cont'd.)

2.6.2 Billing and Collection of Charges (Cont'd.)

- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) If any portion of the payment is not received by the Company within 30 days of receipt of this bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- (F) The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in compliance with the dispute procedures set forth in Section 2.6.2(G) through (K).
- (G) The Company shall assign one or more of its personnel in each of its offices where it transacts business with the public the duty of hearing, in person, any dispute by an applicant, customer or user. Such personnel shall consider the complainant's allegations and shall explain the complainant's account and the Company's assertions in connection therewith. Such personnel shall be authorized to act on behalf of the Company in resolving the complaint and shall be available during all business hours for the duty hereinabove described.
- (H) If the Company does not maintain an office where it transacts business in the community/exchange where the complainant resides and/or receives service, the Company shall upon request meet with the customer at a mutually acceptable location in the community lacking such business office. The Company shall notify the customer of its willingness to meet in the customer's exchange to resolve the dispute.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.6 Payment Arrangements (Cont'd.)

2.6.2 Billing and Collection of Charges (Cont'd.)

- (I) The Company shall direct its personnel engaged in personal contact with the applicant, customer, or user seeking dispute resolution under the provisions of this Part to inform the customer of their right to have the problem considered and acted upon by supervisory personnel of the company where any dispute cannot be resolved. The company shall further direct such supervisory personnel to inform such applicant, complainant, or user who expresses nonacceptance of the decision of such supervisory personnel of their right to have the problem reviewed by the Commission

Illinois Commerce Commission
Attn: Consumer Affairs Division
527 E. Capitol Avenue
Springfield, IL 62701
(800) 524-0795 or TTY# (800) 858-9277

- (J) When a customer disputes a particular bill, the Company shall not discontinue service for nonpayment so long as the customer:
- (1) pays the undisputed portion of the bill; and
 - (2) pays all future periodic bills by the due date; and
 - (3) enters into discussions with the Company to settle the dispute with dispatch.
- (K) No late payment charge shall be charged on any disputed bill paid within fourteen (14) days of resolution of the dispute if the complaint was filed before the bill became past due.
- (L) If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 4.3.
- (M) In the event that a customer pays a bill as submitted by a telephone utility and the billing is later found to be incorrect due to an error either in charging more than the published rate, in measuring the quantity or volume of service provided, or in charging for the incorrect class of service, the utility shall refund the overcharge with interest from the date of overpayment by the customer

The rate of interest shall be the rate as established by the Commission to be paid on deposits in accordance with Illinois Administrative Code 735.120 (h)(1).

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

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.6 Payment Arrangements (Cont'd.)

2.6.3 Discontinuance of Service for Cause

The Company may discontinue service for the following reasons provided in this Section 2.6.3. The Company may discontinue service to a customer only after it has mailed or delivered by other means a written notice of discontinuance. Service shall not be discontinued until at least five (5) days after delivery of this notice or eight (8) days after the postmark date on a mailed notice. The notice of discontinuance shall be delivered separately from any other written matter or bill.

Notice of discontinuance shall not be mailed before the third business day following the due date shown on the bill.

Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(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 tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

- (A) Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No service shall be disconnected for nonpayment until at least 29 days from the date of the bill and only following proper written notification.
 - (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, 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.
 - (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 governmental 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.
- Page 33 Issued

SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

2.6 Payment Arrangements, (Continued)

2.6.3 Discontinuance of Service for Cause (Cont'd)

- (F) Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- (G) Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- (H) Without notice in the event of tampering with the equipment or services furnished by the Company.

SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

2.6 Payment Arrangements, (Continued)

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days notice of desire to terminate service. If special construction is involved, the required notice shall be written.

2.6.5 Cancellation of Application for Service

- (A) Where the Company permits the 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 the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- (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, less net salvage, may apply. 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 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis. Page 35 Issued

SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

2.6 Payment Arrangements, (Continued)

2.6.6 Changes in Services Requested

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

2.6.7 Bad Check Charge

A service charge of \$20.00 will be assessed for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

2.6.8 Deferred Payment Agreements

(A) Residential customers who are indebted to a company for past due utility service shall have the opportunity to make arrangements with the Company to retire the delinquent amount by periodic payments referred to hereinafter as a Deferred Payment Agreement. All applicants for service, nonresidential customers and customers who have failed to make payment under such a plan during the past twelve (12) months, who are indebted to the Company for past due utility service, may have the opportunity, at the discretion of the Company, to make arrangements with the utility to retire the debt by periodic payments referred to hereinafter as a Deferred Payment Agreement. Page 36 Issued

SECTION 2.0 – RULES AND REGULATIONS (CONT'D)

2.6 Payment Arrangements (Cont'd)

2.6.8 Deferred Payment Agreements (Cont'd)

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

SECTION 2.0 – RULES AND REGULATIONS (CONT'D)

2.6 Payment Arrangements (Cont'd)

2.6.8 Deferred Payment Agreements (Cont'd)

- (E) If an applicant or customer shall default upon any payment due under the Deferred Payment Agreement, all amounts owed pursuant to the agreement become payable immediately and a company shall have the right to discontinue service, pursuant to proper notice.

2.7 Allowances for Interruptions in Service

2.7.1 General

- (A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. 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 tariff.
- (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. Page 38 Issued

SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

2.7 Allowances for Interruptions in Service, (Continued)

2.7.1 General (Continued)

- (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.

2.7.2 Limitations of Allowances

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

- (A) Due to the negligence of or noncompliance with the provisions of this tariff 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; Page 39 Issued

SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

2.7 Allowances for Interruptions in Service, (Continued)

2.7.2 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 service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or 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.

2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used. Page 40 Issued

SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

2.7 Allowances for Interruption in Service, (Continued)

2.7.4 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.
- (C) 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.
- (D) 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.

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SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

2.7 Allowances for Interruption in Service, (Continued)

2.7.5 Limitations on Allowances

No credit allowance will be made for:

- (A) interruptions due to the negligence of or noncompliance with the provisions of this tariff by the Customer, authorized user or joint user;
- (B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- (C) interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (D) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (E) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (F) interruption of service due to circumstances or causes beyond the reasonable control of Company; and
- (G) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.7.6 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits. Page 42 Issued

SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

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 other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

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

- (A) all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- (C) all recurring charges specified in the applicable Service Order 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 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 to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

2.10 Reserved for Future Use

2.11 Reserved for Future Use

SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

2.12 Notices and Communications

- 2.12.2 The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.12.3 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.
- 2.12.4 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.12.5 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.

2.14 Customer Credits

- 2.14.1 The Company shall credit customers for violations of the basic local exchange service quality standards described in this Section 2.14. The credits shall be applied on the statement issued to the customer for the next monthly billing cycle following the violation or following the discovery of the violation and shall be identified as a "Service Quality Credit" or "S.Q. Credit". The Company may provide additional detail regarding the service quality credit if it wishes.
- (A) If the Company fails to repair an out-of-service condition for basic local exchange service within 24 hours, the Company shall provide a credit to the customer. If the service disruption is for 48 hours or less, the credit must be equal to a pro-rata portion of the monthly recurring charges for all local services disrupted. A pro-rata portion shall be based upon a 30-day month. If the service disruption is for more than 48 hours, but not more than 72 hours, the credit must be equal to at least 33% of one month's recurring charges for all local services disrupted. If the service disruption is for more than 72 hours, but not more than 96 hours, the credit must be equal to at least 67% of one month's recurring charges for all local services disrupted. If the service disruption is for more than 96 hours, but not more than 120 hours, the credit must be equal to one month's recurring charges for all local services disrupted. For each day or portion thereof

SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

that the service disruption continues beyond the initial 120-hour period, the Company shall also provide either alternative telephone service or an additional credit of \$20 per day, at the customer's option. The customer shall be notified that he/she may choose alternative telephone service or an additional credit of \$20 per day when the service disruption continues beyond the initial 120 hour period so the customer can exercise his/her option. In the absence of an election by the customer, the customer shall receive \$20 per day. Page 45 Issued

SECTION 2.0 – RULES AND REGULATIONS (CONT'D)

2.14 Customer Credits (Cont'd)

- (B) If the Company fails to install basic local exchange service as required in accordance with Illinois Administrative Code 732.20(a), the Company shall waive 50% of any installation charges, or in the absence of an installation charge or where installation is pursuant to the Link Up program, the Company shall provide a credit of \$25. If the Company fails to install service within 10 business days after the service application is placed, or fails to install service within 5 business days after the customer's requested installation date, if the requested date was more than 5 business days after the date of the order, the Company shall waive 100% of the installation charge or, in the absence of an installation charge or where installation is provided pursuant to the Link Up program, the Company shall provide a credit of \$50. For each day that the failure to install service continues beyond the initial 10 business days, or beyond 5 business days after the customer's requested installation date, if the requested date was more than 5 business days after the date of the order, the Company shall also provide either alternative telephone service or an additional credit of \$20 per day, at the customer's option until service is installed. The customer shall be notified that he/she may choose alternative telephone service or an additional credit of \$20 per day when installation is delayed beyond the initial 10 business days, or beyond 5 business days after the customer's requested installation date, if the requested date was more than 5 business days after the date of the order, so the customer can exercise his/her option. In the absence of an election by the customer, the customer shall receive \$20 per day.
- (C) If the Company fails to keep a scheduled repair or installation appointment when a customer premises visit requires a customer to be present, the carrier shall credit the customer \$50 per missed appointment. A credit required by this subsection (c) does not apply when the Company provides the customer with 24-hour notice of its inability to keep the appointment. The 24-hour notice period shall be construed to mean 24 hours notice by the end of each 4 hour window the day before the scheduled appointment, or, by 4 P.M. of the business day preceding the day of the scheduled appointment if the appointment has been scheduled, by a Company that uses the resold services, network or network elements of another Company to provide service to the customer, for between 8 A.M. and 4 P.M. of a particular day.

SECTION 2.0 – RULES AND REGULATIONS (CONT'D)

2.14 Customer Credits (Cont'd)

- (D) When alternative telephone service is appropriate, the customer may select one of the alternative telephone services offered by the Company. The alternative telephone service shall be provided at no cost to the customer for the provision of local service.
- (E) Credits required by this Section do not apply if the violation of a service quality standard:
- (1) occurs as a result of a negligent or willful act on the part of the customer;
 - (2) occurs as a result of a malfunction of customer-owned telephone equipment or inside wiring;
 - (3) occurs as a result of, or is extended by, an emergency situation;
 - (4) is extended by the Company's inability to gain access to the customer's premises due to the customer missing an appointment, provided that the violation is not further extended by the carrier;
 - (5) occurs as a result of a customer request to change the scheduled appointment, provided that the violation is not further extended by the carrier;
 - (6) occurs as a result of a carrier's right to refuse service to a customer as provided in 83 Ill. Adm. Code 735; or
 - (7) occurs as a result of a lack of facilities where a customer requests service at a geographically remote location, a customer requests service in a geographic area where the carrier is not currently offering service, or there are insufficient facilities to meet the customer's request for service, subject to a carrier's obligation for reasonable facilities planning. Page 47 Issued

SECTION 2.0 – RULES AND REGULATIONS (CONT'D)

2.15 Telecommunications Relay Service

2.15.1 The Company concurs in the Rates, Rules and Regulations governing: (1) intrastate Telecommunications Provisions for the Hearing-and-Voice-Impaired as filed by the Illinois Telecommunications Access Corporation in its ILL. C. C. No. 1 tariff; (2) intrastate Telecommunications Provisions for the Deaf and Severely Hearing-Impaired for Telecommunications Relay Service as filed by the Illinois Telecommunications Access Corporation in its ILL. C. C. No. 2 tariff.

2.15.2 The Company extends this concurrence to any and all changes which may be made subsequent to this date by the Illinois Telecommunications Access Corporation in its ILL. C. C. No. 1 and ILL. C. C. No. 2 tariffs.

2.15.3 The Company hereby expressly reserves the right to cancel and make void this statement of concurrence at any time.

2.15.4 ITAC Supplemental Charge

Pursuant to the Order dated April 17, 2019, of the Illinois Commerce Commission in Docket 19-0207, the shall impose a supplemental charge of 2 (\$0.02) cents per month per line for all Illinois telecommunications carriers, including wireless carriers (other than prepaid wireless carriers) and VoIP residential subscriber lines, a charge of .4 (\$0.004) cents per VoIP business subscriber lines, a charge of .4 (\$0.004) cents per line for all Centrex lines and a charge of 10 cents (\$0.10) per PBX trunk. Charges for services provisioned by T-1 lines and other advanced services shall mirror the Company's application of 9-1-1 charges. The assessment on prepaid wireless transactions is established at .07% of prepaid retail transactions, to be implemented by the Illinois Department of Revenue. These charges shall be effective with bills rendered or transactions occurring on or after July 1, 2019 or at the beginning of the first cycle after July 1, 2019.	(T)
	(R)
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SECTION 2.0 – RULES AND REGULATIONS (CONT'D)

2.16 Universal Telephone Service Assistance Programs (UTSAP)

2.16.1 General

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

- (a) Medicaid
- (b) Food Stamps
- (c) Supplemental Security Income (SSI)
- (d) Federal Housing Assistance
- (e) Low-Income Home Energy Assistance (LIHEAP)

- (A) The low-income programs are funded through voluntary contributions from Illinois customers.
- (B) The Telephone Company's verification through the Department of Human Services or, in lieu of electronic verification, applicant's signature on the form contained in Part 757 as Exhibit E, shall constitute proof of income eligibility.
- (C) The low-income assistance shall be available to only one access line per low-income household.

2.16.2 Supplemental Link-Up Assistance

A one-time credit of up to \$10.00, not to exceed 50% of the connection charge, will be applied to each new eligible customer.

2.16.3 Supplemental Lifeline Assistance

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

SECTION 2.0 – RULES AND REGULATIONS (CONT'D)

2.16 Universal Telephone Service Assistance Programs (UTSAP) (Cont'd)

2.16.4 Voluntary Contributions

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

SECTION 2.0 – RULES AND REGULATIONS (CONT'D)

2.17 Illinois Universal Service Fund Surcharge (IUSF)

A Universal Service Fund surcharge, calculated as a percentage of the Company's total intrastate retail revenues for the period less any uncollectible revenues, is assessed once per billing period. The surcharge will appear as a separate line item on each customer's invoice.

USF Assessment rate, per month: 2.6830%* (I)

*This rate was billed on October 1, 2019.

Issued Date: October 7, 2019
Issued By:

Effective Date: October 8, 2019

Airespring, Inc.
7800 Woodley Avenue
Van Nuys, CA 91406

SECTION 3.0 – SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) Ameritech.

3.2 Access Areas

Charges for local services provided by the Company may be based, in part, on the Access Area associated with the Customers End Office. The Access Area is determined by the total access lines and PBX trunks in the local calling area, which can be reached from each End Office.

In the event that an Incumbent LEC or the Illinois Commission reclassifies an exchange from one Access Area to another, the reclassification will also apply to customers who purchase services under this tariff. Local calling areas and Access Area assignments are equivalent to those areas and classes specified in Ameritech Illinois C.C. Tariff No. 19.

Access Areas

- A
- B
- C

Rate Groups	Access Line Limits
1	7,000 or less
2	7,001 to 15,000
3	15,001 to 25,000
4	25,001 to 45,000
5	45,001 to 80,000
6	80,001 to 120,000
7	120,001 to 180,000
8	180,001 to 260,000
9	260,001 to 360,000
10	360,001 to 480,000
11	480,001 to 620,000
12	620,001 to 780,000
13	780,001 to 960,000
14	960,001 to 1,160,000
15	1,160,001 to 1,380,000
16	1,380,001 to 1,620,000
17	1,620,000 to 1,880,000

SECTION 4.0 – SERVICE CHARGES AND SURCHARGES

4.1 Service Order and Change Charges

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

Business

Line Connection Charge

First Line \$52.50

Each Additional Line \$17.50

Line Change Charge

First Line \$32.95

Each Additional Line \$32.95

4.2 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

Duration of time, per technician Business

Initial 15 minute increment \$29.50

Each Additional 15 minute increment \$11.50

4.3 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.

Per occasion:

First Line \$12.40

Each Additional Line \$12.40

SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS

5.1 General

5.1.1 Services Offered

The following Network Services are available to Business Customers and for resale by other carriers certificated by the Illinois Commission:

Standard Business Line Service
PBX Trunk Service
Direct Inward Dial (DID) Service
Optional Calling Features

The following services are available to Business Customers and are not offered on a resale basis as of the effective date of this page.

Listing Services (including Non Published and Non Listed Services)
Directory Assistance
Miscellaneous Services

5.1.2 Application of Rates and Charges

All services offered in this tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for local calling services may be assessed on a measured rate basis and are additional to monthly recurring charges shown for Business lines, PBX Trunks, DID Trunks and Digital/DS1 service.

SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS, (CONT'D)

5.1 General (Continued)

5.1.3 Emergency Services Calling Plan

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

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

Governmental fire fighting, Illinois State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.

An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.2 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:

- 5.2.1 Calls are measured in durational increments identified for each service. All calls, which are fractions of a measurement increment, are rounded-up to the next whole unit.
- 5.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 5.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 5.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 5.2.5 All times refer to local time.

SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.3 Distance Calculations

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

5.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is not telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

5.3.2 The airline distance between any two rate centers is determined as follows:

Step 1: Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.

Step 2: Compute the difference between the "V" coordinate of the two rate centers; and the difference between the two "H" coordinates.

Step 3: Square each difference obtained in step (b) above.

Step 4: Add the square of the "V" difference and the square of the "H" difference obtained in step C) above.

Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

Step 6: Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

5.3.3 The formula for distance calculations is the square root of:

$$\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.4 Rate Periods for Time of Day Sensitive Services

5.4.1 For time of day, usage sensitive services, the following rate periods apply unless otherwise specified in this tariff.

MON	TUES	WED	THUR	FRI	SAT
-----	------	-----	------	-----	-----

MON	TUES	WED	THUR	FRI	SAT
-----	------	-----	------	-----	-----

* Up to but not including.

5.4.2 Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

5.4.3 For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day January 1
 Memorial Day As Federally Observed
 Independence Day July 4
 Thanksgiving Day As Federally Observed
 Christmas Day December 25

SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.5 Standard Residential Line

Reserved for Future Use

5.6 Standard Business Line

The Standard Business Line provides a 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 Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

5.7 PBX Trunk Service

Basic PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic PBX Trunk is provided with touch-tone signaling and may be configured into a hunt group at no additional charge with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DS0 level.

5.8 Direct Inward Dialing (DID) Service

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

5.9 Centrex Service

Centrex Service provides the Customer with multiple individual voice-grade telephone communications channels, each of which can be used to place or receive one call at a time. Centrex station lines are provided for connection of Centrex-compatible customer-provided station sets to the public switched telecommunications network. Centrex Service is provided with a minimum of five Centrex station lines. Each Centrex station line is provided in combination with other Company-provided services.

5.10 Reserved for Future Use

SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features

The features listed in Section 5.11.1 are offered by the Company to Business Customers. Refer to Price List in Section 7 of this tariff for specific features offered with each type of local exchange service.

5.11.1 Features Descriptions

- (A) Flexible Call Forwarding: Provides end-user control for call forwarding capabilities via dial-accessed voice prompt menus. Customers may forward calls to a primary local or long distance. The end-user may specify a secondary location for routing of go unanswered at the forward-to location or reach a busy signal. This secondary location may be another telephone number, pager or voice messaging service. Other capabilities included with this feature include:

Speed Forwarding;
Priority Screening;
Ring Control; and
Timed Forwarding.

It is the responsibility of the Customer to subscribe to the telephone number, pager or voice messaging service used as the secondary location.

- (B) Call Forwarding Variable: Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- (C) Call Forwarding Variable, Remote Access: Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to (1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.

SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

- (D) Call Waiting: Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activate by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.
- (E) Caller ID – Basic: Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.
- (F) Caller ID – Deluxe: Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party’s city and state may be displayed rather than a Directory Name, depending on available call data.
- (G) Call Block: Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature’s screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the features screening list.
- (H) Anonymous Call Rejection: Permits the end-user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand-alone feature or as an add-on to Caller ID Deluxe. Page 60 Issued

SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

- (I) **Call Return:** Allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.
- (J) **Calling Number Delivery Blocking:** Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call or per line basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the end-user's number blocked. Per line end-users must dial an activation code prior to utilization.
- (K) **Message Waiting Indication:** Provides the end-user with an audible (stutter dial tone) or visual (lamp or other CPE display) indication that messages are waiting to be retrieved. Message Waiting Indication can only be activated/deactivated by a voice mailbox or other voice messaging service provided by the Company or third party. It is the responsibility of the Customer to subscribe to a compatible voice messaging service. Visual Message Waiting Indication requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.
- (L) **Distinctive Ringing:** This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing – First Number and Distinctive Ringing – Second Number). The designated primary number will receive a normal ringing pattern; other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.
Page 61 Issued

SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

- (M) Repeat Dialing: Permits the end-user to have calls automatically redialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

Calls to 800 Service numbers
Calls to 900 Service numbers
Calls preceded by an interexchange carrier access code
International Direct Distance Dialed calls
Calls to Directory Assistance
Calls to 911

- (N) Speed Calling: Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed calling list without assistance from the Company.
- (O) Three Way Calling: Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls. Page 62 Issued

SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.12 Directory Assistance

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

5.13 Miscellaneous Services

5.13.1 Presubscription Services

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

5.13.2 Pay Per Call Blocking/Unblocking

This service provides the option of blocking, or subsequent unblocking, all 900 and 976 calls on a per line basis. The Company will provide for per-line blocking where the Company's switching facilities permit. Page 63 Issued

SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.14 Analog Integrated T-1 Service (N)

Analog Integrated T-1 Service combines local and long distance telephone service. This service also provides the user with local and IntraLATA calling packages, optional calling features and various non-regulated services.

This service includes 1,000 minutes of local calling usage per line. Local service calls over the 1,000 included minutes will be billed at \$0.01 per minute. Optional intraLATA and interLATA long distance service is also available through rates provided in the Company's Illinois Long Distance Tariff.

Local calls are billed in one (1) minute increments, long distance calls are billed an initial eighteen (18) seconds and six (6) seconds thereafter. All services require a minimum of a Two (2) Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

5.14.1 Terms and Conditions

- (A) Integrated T-1 service is provided by dedicated T-1 circuits and includes up to 24 voice channels.
- (B) Voice traffic takes priority over data traffic in mixed usage situations.
- (C) All calls originated on these circuits must be completed and billed to the customer by the Company.
- (D) Installation Fee includes installing the circuit and the connecting/testing of the Company's supplied hardware. Company provided equipment must be returned at the end of the term agreement. Additional penalties will be assessed for non-returned or damaged equipment. (N)

SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.15 Local Integrated T-1/PRI Service (N)

Local Integrated T-1/PRI Service combines local and long distance telephone service. This service also provides the user with local and IntraLATA calling packages, optional calling features and various non-regulated services.

This service includes 1,000 minutes of local calling usage per line. Local service calls over the 1,000 included minutes will be billed at \$0.01 per minute. Optional intraLATA and interLATA long distance service is also available through rates provided in the Company's Illinois Long Distance Tariff.

Local calls are billed in one (1) minute increments, long distance calls are billed an initial eighteen (18) seconds and six (6) seconds thereafter. All services require a minimum of a Two (2) Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

5.15.1 Terms and Conditions

- (A) Integrated T-1/PRI Service is provided by dedicated T-1 circuits and includes up to 24 voice channels.
- (B) Voice traffic takes priority over data traffic in mixed usage situations.
- (C) All calls originated on these circuits must be completed and billed to the customer by the Company.
- (D) Installation Fee includes installing the circuit and the connecting/testing of the Company's supplied hardware. Company provided equipment must be returned at the end of the term agreement. Additional penalties will be assessed for non-returned or damaged equipment.
- (E) Complimentary Features – no charge

Advanced Call Forwarding	Anonymous Call Rejection
Call Forwarding	Call Return
Call Transfer	Call Waiting
Caller Block	Caller ID
Caller ID Blocking	Do Not Disturb
Fined Me / Follow Me	Hunting
Message Waiting Audible Indicator	Repeat Dialing
Three Way Calling	Toll Blocking

(N)

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SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.16 Local SIP Trunking Service (N)

Local SIP Trunking Service combines local and long distance telephone service. This service also provides the user with local and IntraLATA calling packages, optional calling features and various non-regulated services. Customer must have SIP enabled equipment to utilize this Local SIP Trunking Service option.

Local calls are billed in one (1) minute increments, long distance calls are billed an initial eighteen (18) seconds and six (6) seconds thereafter. All services require a minimum of a Two (2) Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

5.16.1 Terms and Conditions

- (A) Integrated T-1 service is provided by dedicated T-1 circuits and includes up to 24 voice channels.
- (B) Voice traffic takes priority over data traffic in mixed usage situations.
- (C) All calls originated on these circuits must be completed and billed to the customer by the Company.
- (D) Installation Fee includes installing the circuit and the connecting/testing of the Company's supplied hardware. Company provided equipment must be returned at the end of the term agreement. Additional penalties will be assessed for non-returned or damaged equipment.
- (E) Complimentary Features – no charge

Advanced Call Forwarding	Anonymous Call Rejection
Call Forwarding	Call Return
Call Transfer	Call Waiting
Caller Block	Caller ID
Caller ID Blocking	Do Not Disturb
Fined Me / Follow Me	Hunting
Message Waiting Audible Indicator	Repeat Dialing
Three Way Calling	Toll Blocking

(N)

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6060 Sepulveda Blvd., 2nd Floor
Van Nuys, CA 91411

SECTION 6.0 – DIGITAL DIVIDE ELIMINATION FUND PROGRAM

6.1 Digital Divide Elimination Fund Program

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

- 6.1.1 Customers wishing to participate in the funding of the Program may do so by electing to contribute, on a monthly basis, a fixed amount to be included on the customer's monthly bill. This contribution shall not reduce the customer's total amount due for telecommunications services or other charges appearing on the bill.
- 6.1.2 This contribution will be a line item on the bill and identified as the Digital Divide Fund.
- 6.1.3 Customers may elect to contribute \$.50, \$1.00, \$2.00, \$5.00, \$10.00, \$15.00 or \$25.00 per month per line.
- 6.1.4 Customers may elect to discontinue or change the amount of the monthly contribution on their bill at any time upon providing at least 30 days notice by telephone, mail or email to the Company.
- 6.1.5 Failure by the customer in any month to remit the entire billed amount may reduce the contribution accordingly. Page 64 Issued

SECTION 7.0 – LOCAL EXCHANGE SERVICES PRICE LIST

7.1 General

Services provided in this tariff section are available on a Resale Service basis. Local Resale Services are provided through the use of resold switching and transport facilities obtained from Other Telephone Companies.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers through resale of local exchange services.

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the Illinois Commission.

7.2 Reserved for Future Use

SECTION 7.0 – LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.3 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.

SECTION 7.0 – LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.3 Standard Business Local Exchange Service, (Continued)

7.3.1 Monthly Recurring Charges

The following charges apply to Standard Business Local Exchange Service lines per month. 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.

Market Service Areas (MSA) 1, 2, 3, 6, 7, 9 and 15		ACCESS AREAS	
Flat Rate	Measured	PBX Trunk	
Access Area A	N/A	\$4.50	\$4.50
Access Area B	N/A	\$7.39	\$7.39
Access Area C	N/A	\$10.68	\$10.68

Market Service Areas (MSA) 4, 5, 10, 12, 13, and 16 RATE GROUPS

Flat Rate	
1	\$9.35
2	\$10.30
3	\$11.30
4	\$12.25
5	\$13.20
6	\$14.20
7	\$15.15
8	\$16.15
9	\$17.10
10	\$18.05
11	\$19.05

SECTION 7.0 – LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.3 Standard Business Local Exchange Service, (Continued)

7.3.3 Usage Sensitive Charges and Allowances

(A) Flat Rate Service

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

(B) Measured Rate Service

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

ACCESS AREAS	Initial
A, B, and C	Minute
Band A (8 miles)*	\$0.036
Band B (16 miles)	\$0.072
Band C (124 miles)	\$0.0945

SECTION 7.0 – LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.4 Business PBX Trunk Service

PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network.

PBX Trunks are available to Business Customers as Inward, Outward or Two-Way combination trunks where services and facilities permit.

Each PBX Trunk is provided with Touchtone signaling at no additional charge. An optional per trunk Hunting feature is available for Customers which routes a call to the next idle trunk in a prearranged group (see Section 7.3).

PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges (see Section 7.6).

See rates in Section 7.3

7.5 Reserved for future use

SECTION 7.0 – LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.6 Direct Inward Dialing (DID) Service

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

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and non-recurring charges for PBX Trunks as shown in Section 7 of this tariff. The Customer will be charged for the number of DID numbers utilized out of the available 10 numbers.

	<u>Installation Charge</u>	<u>Monthly Recurring</u>
Establish Trunk Group and Provide 10 DID Numbers	\$32.95	\$0.20
Each Additional 10 DID Numbers	N/A	\$0.20
DID Trunk Termination: Per Trunk	\$32.95	\$20.00

SECTION 7.0 – LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.7 Reserved For Future Use

7.8 Optional Calling Features

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

7.8.1 Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Business line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

Optional Calling Features
Three-Way Calling
Call Return
Repeat Dialing

Denial of per call activation for Three-Way Calling, Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

SECTION 7.0 – LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.8 Optional Calling Features, (Continued)

7.8.2 Features Offered on a Monthly Basis

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

- Optional Calling Feature
- Call Forwarding Variable
- Call Waiting
- Three Way Calling
- Speed Dialing – 8 numbers
- Speed Dialing – 30 numbers
- Automatic Call Back
- Repeat Dialing
- Distinctive Ringing
- Call Screening
- Caller ID – Standard
- Caller ID – with Name Enhancement
- Multi-Ring – First Additional Number
- Multi-Ring – Second Additional Number
- Alternate Answering – Standard
- Alternate Answering – Customer Control
- Busy Line Transfer – Standard
- Busy Line Transfer – Customer Control Option
- Busy Line Transfer & Alternate Answering
- Message Waiting Tone
- Easy Call – Standard
- Easy Call – Special Delivery
- Easy Call – Automatic Delivery
- Remote Call Forwarding

SECTION 7.0 – LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.9 Analog Integrated T-1 Service

(N)

7.9.1 Complimentary Features – no charge

- | | |
|-----------------------------------|--------------------------|
| Advanced Call Forwarding | Anonymous Call Rejection |
| Call Forwarding | Call Return |
| Call Transfer | Call Waiting |
| Caller Block | Caller ID |
| Caller ID Blocking | Do Not Disturb |
| Fined Me / Follow Me | Hunting |
| Message Waiting Audible Indicator | Repeat Dialing |
| Three Way Calling | Toll Blocking |

7.9.2 Installation Fees

Installation Fee 2 Year Term \$250.00

7.9.3 Monthly Service Fee (includes up to 24 voice channels)

Initial Pricing Tier	Statewide	
	Monthly	2 Year Term
1.5 Mbps	N/A	\$220
3.0 Mbps	N/A	\$460
4.5 Mbps	N/A	\$630

Each Additional Service Line - The rates below apply in addition to the Tiered Pricing provided above. Additional Service Lines cannot be ordered on a stand-alone basis but must be ordered in conjunction with the services provided above.

Pricing Tier	Statewide
	2 Year Term
1.5 Mbps	\$10
3.0 Mbps	\$10
4.5 Mbps	\$10

(N)

SECTION 7.0 – LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.10 Local Integrated T-1/PRI Service (N)

7.10.1 Complimentary Features – no charge

Advanced Call Forwarding	Anonymous Call Rejection
Call Forwarding	Call Return
Call Transfer	Call Waiting
Caller Block	Caller ID
Caller ID Blocking	Do Not Disturb
Fined Me / Follow Me	Hunting
Message Waiting Audible Indicator	Repeat Dialing
Three Way Calling	Toll Blocking

7.10.2 Installation Fees

Installation Fee 2 Year Term	\$250.00
------------------------------	----------

7.10.3 Monthly Service Fee (includes up to 24 voice channels)

Pricing Tier	Statewide	
	Monthly	2 Year Term
1.5 Mbps	N/A	\$240
3.0 Mbps	N/A	\$525
4.5 Mbps	N/A	\$725

Each Additional Service Line - The rates below apply in addition to the Tiered Pricing provided above. Additional Service Lines cannot be ordered on a stand-alone basis but must be ordered in conjunction with the services provided above.

Pricing Tier	Statewide
	2 Year Term
1.5 Mbps	\$10
3.0 Mbps	\$10
4.5 Mbps	\$10

7.10.4 DID Service Options

Blocks	Base Zone		Additional Rate Ctr.	
	NRC	Monthly	NRC	Monthly
20 DIDs	\$10	\$10	\$50	\$25
50 DIDs	\$25	\$25	\$125	\$50
10 DIDs	\$50	\$50	\$250	\$100

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(N)

SECTION 7.0 – LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.11 Local SIP Trunking Service

(N)

7.11.1 Complimentary Features – no charge

- | | |
|-----------------------------------|--------------------------|
| Advanced Call Forwarding | Anonymous Call Rejection |
| Call Forwarding | Call Return |
| Call Transfer | Call Waiting |
| Caller Block | Caller ID |
| Caller ID Blocking | Do Not Disturb |
| Fined Me / Follow Me | Hunting |
| Message Waiting Audible Indicator | Repeat Dialing |
| Three Way Calling | Toll Blocking |

7.11.2 Installation Fees

Installation Fee 2 Year Term \$250.00

7.11.3 Monthly Service Fee (includes up to 24 voice channels)

Pricing Tier	Statewide	
	Monthly	2 Year Term
1.5 Mbps	N/A	\$199
3.0 Mbps	N/A	\$379
4.5 Mbps	N/A	\$549
6.0 Mbps	N/A	\$689
7.5 Mbps	N/A	\$969
9.0 Mbps	N/A	\$1,110
10.5 Mbps	N/A	\$1,229
12.0 Mbps	N/A	\$1,399

Each Additional Service Line - The rates below apply in addition to the Tiered Pricing provided above. Additional Service Lines cannot be ordered on a stand-alone basis but must be ordered in conjunction with the services provided above.

Pricing Tier	Statewide
	2 Year Term
All	\$10

(N)

SECTION 7.0 – LOCAL EXCHANGE SERVICES PRICE LIST (CONTINUED)

7.11 Local SIP Trunking Service, (Continued)

(N)

7.11.4 DID Service Options

Blocks	Statewide		Additional Rate Ctr.	
	NRC	Monthly	NRC	Monthly
20 DIDs	\$50	\$25	\$50	\$25
50 DIDs	\$125	\$50	\$125	\$50
10 DIDs	\$250	\$100	\$250	\$100

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SECTION 8.0 – DIRECTORY ASSISTANCE SERVICES

8.1 Directory Assistance Services

8.1.1 Directory Assistance

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number.

Each Local Directory Assistance Call \$0.55

Each National Directory Assistance Call \$0.95

8.5 Directory Assistance for the Blind

A business or residence main telephone exchange line may be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0". Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of an agency for the blind.

SECTION 9.0 - OPERATOR SERVICES

9.1 Operator Services

Operator Services
Station to Station
Person to Person
Collect
Third Party Billed
Busy Line Interrupt
Busy Line Verify
Calling Card Calls:
Customer Dialed
Operator Dialed

SECTION 10.0 - RESERVED FOR FUTURE USE

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SECTION 11.0 - MISCELLANEOUS SERVICES

11.1 Carrier Presubscription

11.1.1 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.

11.1.2 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 select 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 Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.

Option F: Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

SECTION 11.0 – MISCELLANEOUS SERVICES (CONTINUED)

11.1 Carrier Presubscription, (Continued)

11.1.3 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 11.1.5 below.

11.1.4 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 an intraLATA or interLATA presubscription change at any time, subject to the charges specified in 11.1.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

SECTION 11.0 – MISCELLANEOUS SERVICES (CONTINUED)

11.1 Carrier Presubscription, (Continued)

11.1.5 Presubscription Charges

(A) Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 11.1.4 above, for any change thereafter, a Presubscription Change Charge, as set forth 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, or port Initial Line, or Trunk or Port	\$5.00
Additional Line, Trunk or Port	\$5.00

SECTION 12.0 – EXCHANGE AREAS

12.1 Exchange Areas (AA=Access Area)

EXCHANGE AA EXCHANGE AA EXCHANGE AA

Algonquin C Alton C Antioch C
 Arlington Heights C Athens C Aurora C
 Aviston C Barrington C Bartlett C
 Batavia C Beardstown C Beckemeyer C
 Beecher C Belleville C Bensenville C
 Berwyn B Bethalto C Big Rock C
 Blue Island C Bluford C Bolingbrook C
 Braidwood C Breese C Brighton C
 Brookfield C Buffalo C Burton C
 Cairo C Calumet City C Canton C
 Cantrall C Carlyle C Cary C
 Catlin C Centralia C Champaign C
 Chicago A/B Chicago Heights C Cicero B
 Coal City C Collinsville C Columbus C
 Crescent City C Crete C Crystal Lake C
 Danville C Decatur C Deerfield C
 Delavan C Downers Grove C Dundee B/C
 Dwight C East Moline C E. St. Louis C
 Edgemont C Edgington C Edwardsville C
 Elburn C Elgin C Elk Grove C
 Elmhurst C Elwood C Evanston B
 Fairmount C Farmington C Fiatt C
 Fithian C Forest B Forrest C
 Fowler C Fox Lake C Franklin B/C
 Freeburg C Galena C Gardner C
 Geneva C Georgetown C Germantown C
 Gibson City C Gilman C Glen Carbon C
 Glen Ellyn C Glencoe B Glenview B
 Granite City C Grant Park C Grayslake B
 Greenville C Half Day C Hampshire C
 Hanna City C Harding C Harmony C
 Harestown C Harvard C Harvey C
 Herscher C Highland Park B Hinsdale B/C
 Homewood C Huntley C Illinois City C
 Indianola C Ipava C Itasca B
 Iuka C Joliet C Kaneville C
 Kankakee C Kell-Dix C Kinmundy C
 LaGrange C Lake Forest C Lake Villa C
 Lake Zurich C Lansing C LaSalle C
 Lebanon C Lemont C Lewistown C
 Liberty C Libertyville C Lisbon C

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SECTION 12.0 – EXCHANGE AREAS

12.2 Exchange Areas (Continued)

EXCHANGE AA EXCHANGE AA EXCHANGE AA

Maywood B/C Mazon C McHenry C
 Minooka C Mokena C Moline C
 Momence C Morris C Mound City C
 Mounds C Mount Vernon C Mundelein C
 Naperville B/C Nashville C Newark C
 New Athens C New Lenox C Northbrook C
 Oakford C Oak Forest C Oak Lawn B/C
 Oak Park B Oakwood C O'Fallon C
 Oglesby C Olive Branch C Onarga C
 Orland C Oswego C Ottawa C
 Palatine B/C Palos Park C Payson C
 Peoria C Peotone C Petersburg C
 Pistakee Hlds C Plainfield C Plano C
 Plato Center C Plattville C Quincy C
 Ridge Farm C Riverdale C River Grove B
 Riverside C Riverton C Rochester C
 Rockford C Rock Island C Roselle B/C
 Round Lake C St. Anne C St. Charles C
 St. Joseph C Salem C San Jose C
 Seneca C Skokie B South Beloit C
 Spring Bay C Springfield C Sterling C
 Sugar Grove C Summit C Tallula C
 Tamms C Thebes C Thornton C
 Tinley Park C Trenton C Trivoli C
 Troy C Union C Utica C
 Vandalia C Verona C Warrenville C
 Watseka C Wauconda C Waukegan C
 West Chicago C West Dana C West. Springs C
 Westville C Wheaton C Wheeling C
 Willow Springs C Wilmette C Wilmington C
 Winnetka C Wood River C Woodstock C
 Yorkville C Zion C

SECTION 13.0 –PROMOTIONAL OFFERINGS / CONTRACT & ICB

13.1 Special Promotions

The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's tariff as an addendum to the Carrier's price lists.

13.2 Contract Rates / Individual Case Basis (ICB) Arrangements

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an individual case basis (ICB). ICB rates, terms and conditions will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligations and regulation set forth in this tariff shall be incorporated into, and be part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.