

# DIVIDER

STATE OF NORTH DAKOTA  
INFORMATION TECHNOLOGY DEPARTMENT  
SFN 2053 (4-2002)

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## DESCRIPTION

PU-04-662  
Trinsic Communications, Inc.  
Local Exchange  
Price Schedule  
Filed 12/22/2004      Closed 12/22/2004      04



210 N Park Ave  
Winter Park, FL  
32789

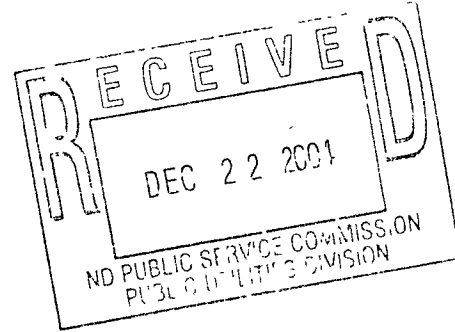
P O Drawer 200  
Winter Park, FL  
32790-0200

Tel 407-740-8575  
Fax 407-740-0613  
tmi@tminc.com

December 21, 2004

**Via Overnight**

Mr Jon Mielke, Executive Secretary  
North Dakota Public Service Commission  
600 E Boulevard Ave , Dept 408  
Bismarck, ND 58505-0480



**Re: Name Change Notification for Z-Tel Communications, Inc.  
to be known as Trinsic Communications, Inc.**

Dear Mr Mielke

Please accept this letter and one (1) copy as official notification that effective January 1, 2005, the company known as Z-Tel Communications, Inc will change its name to Trinsic Communications, Inc Attached please find the following documents

- 1 Original Certificate of Good Standing indicating the name change
- 2 Name change application for North Dakota
- 3 Trinsic Communications, Inc. Price List No 1 which cancels and replaces Z-Tel Communications, Inc Price List No 1
- 4. Trinsic Communications, Inc. Price List No 2 which cancels and replaces Z-Tel Communications, Inc. Price List No. 2

The company respectfully requests its certificates to offer interexchange, local exchange and switched access services be revised to reflect the new name.

Please note that no changes have been made to the tariffs, except to reflect the company's new name, and to sequentially number the pages In addition the company updates the Issued By name in the tariff footer as the person currently listed is no longer with the company Lastly, the company modifies the name of its services from "Z-LineHOME or Z-LineBUSINESS" to "Trinsic" or "TrinsicBUSINESS" to reflect the product names under which the company will sell and bill

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided. Any questions you may have pertaining to this filing may be directed to me at (407) 740-8575 or via email at [mbyrnes@tminc.com](mailto:mbyrnes@tminc.com) Thank you for your assistance

Sincerely,

*Monique Byrnes*  
Monique Byrnes,  
Consultant to Z-Tel Communications, Inc.

cc: M Reith - Z-Tel  
file. Trinsic - ND Local  
Trinsic - ND Access  
tms. 5516NDL0501

1 **PU-04-662** Pages 175

Local Exchange Price Schedule  
by Trinsic Communications, Inc  
12/22/2004

*This tariff, Trinsic Communications, Inc. North Dakota Price List No. 1  
cancels and replaces in its entirety  
Trinsic Communications, Inc., North Dakota Price List No. 1*

**Trinsic Communications, Inc.**  
601 South Harbour Island Boulevard, Suite 220  
Tampa, Florida 3360285

**Local Services Price List**

Regulations and Schedule of Local Exchange Service Rates  
Within the State of North Dakota

This Price List includes the rates, charges, terms and conditions of service for the provision of local exchange services by Trinsic Communications, Inc. ("Trinsic") between locations within the State of North Dakota. This Price List is available for public inspection during normal business hours at the principal offices of Trinsic Communications, Inc., located at 601 South Harbour Island Boulevard, Suite 220, Tampa, Florida 33602.

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Issued December 22, 2004

Effective January 1, 2005

Issued by.

Timothy Seat  
Vice President - Regulatory Affairs  
601 South Harbour Island Boulevard, Suite 220  
Tampa, Florida 33602

NDL0501

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Timothy Seat  
Vice President - Regulatory Affairs  
601 South Harbour Island Boulevard, Suite 220  
Tampa, Florida 33602

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**CHECK SHEET**

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

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
	Title	Original *	2	18	Original *	3	1	Original *
Preface	1	Original *	2	19	Original *	3	2	Original *
Preface	2	Original *	2	20	Original *	3	3	Original *
Preface	3	Original *	2	21	Original *			
Preface	4	Original *	2	22	Original *			
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Preface	6	Original *	2	24	Original *			
1	1	Original *	2	25	Original *			
1	2	Original *	2	26	Original *			
1	3	Original *	2	27	Original *			
1	4	Original *	2	28	Original *			
1	5	Original *	2	29	Original *			
2	1	Original *	2	30	Original *			
2	2	Original *	2	31	Original *			
2	3	Original *	2	32	Original *			
2	4	Original *	2	33	Original *			
2	5	Original *	2	34	Original *			
2	6	Original *	2	35	Original *			
2	7	Original *	2	36	Original *			
2	8	Original *	2	37	Original *			
2	9	Original *						
2	10	Original *						
2	11	Original *						
2	12	Original *						
2	13	Original *						
2	14	Original *						
2	15	Original *						
2	16	Original *						
2	17	Original *						

\* - indicates pages included in this filing

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SECTION	PAGE	REVISION		SECTION	PAGE	REVISION		SECTION	PAGE	REVISION	
4	1	Original	*	5	1	Original	*	6	1	Original	*
4	2	Original	*	5	2	Original	*	7	1	Original	*
4	3	Original	*	5	3	Original	*	8	1	Original	*
4	4	Original	*	5	4	Original	*	8	2	Original	*
4	5	Original	*	5	5	Original	*	8	3	Original	*
4	6	Original	*	5	6	Original	*				
4	7	Original	*	5	7	Original	*				
4	8	Original	*	5	8	Original	*				
4	9	Original	*	5	9	Original	*				
4	10	Original	*	5	10	Original	*				
4	11	Original	*	5	11	Original	*				
4	12	Original	*	5	12	Original	*				
4	13	Original	*	5	13	Original	*				
4	14	Original	*	5	14	Original	*				
4	15	Original	*	5	15	Original	*				
4	16	Original	*	5	16	Original	*				
4	17	Original	*	5	17	Original	*				
4	18	Original	*	5	18	Original	*				
4	19	Original	*	5	19	Original	*				
4	20	Original	*	5	20	Original	*				
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4	26	Original	*	5	26	Original	*				
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4	29	Original	*								
4	30	Original	*								
4	31	Original	*								
4	32	Original	*								
4	33	Original	*								

\* - indicates pages included in this filing.

**EXPLANATION OF SYMBOLS, REFERENCE  
MARKS, AND ABBREVIATIONS OF TECHNICAL  
TERMS USED IN THIS PRICE LIST**

The following symbols shall be used in this Price List for the purpose indicated below.

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

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**APPLICATION OF PRICE LIST**

This Price List sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by Trinsic Communications, Inc., hereinafter referred to as the Company, to Customers within the State of North Dakota. Trinsic's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This Price List is on file with the North Dakota Public Service Commission. In addition, this Price List is available for review at the main office of Trinsic Communications, Inc. located at 601 South Harbour Island Boulevard, Suite 200, Tampa, Florida 33602.

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### **PRICE LIST FORMAT**

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

**B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the Original Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the Price List page in effect. Consult the Check Sheet for the page currently in effect.

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

2

2.1

2.1.1.

2.1.1 A

2.1.1 A 1

2.1.1.A.1 (a)

2.1.1.A.1 (a) I.

2.1.1.A.1 (a) I (1)

2.1.1.A.1 (a) I (1) (1)

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

**SECTION 1.0 - DEFINITIONS**

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

**Account** - A Company accounting category containing up to two (2) residential local exchange access lines billed to the same Customer at the same address. The second or non-primary local exchange access line will share any call allowance of the primary local exchange access line. The second or non-primary local exchange access line therefore will not be provisioned to include a separate call allowance structure. No features are included with the second or non-primary local exchange access line.

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

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

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

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

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

**Commission** - North Dakota Public Service Commission

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

**SECTION 1.0 - DEFINITIONS, (CONT'D.)**

**Company** - Trinsic Communications, Inc., the issuer of this Price List.

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

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

**Customer Terminal Equipment** - Terminal equipment provided by the Customer.

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

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

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

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

**SECTION 1.0 - DEFINITIONS, (CONT'D.)**

**ICB** - Individual Case Basis.

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

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

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

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

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

**MOU** - Minutes of Use.

**NECA** - National Exchange Carriers Association

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

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**SECTION 1.0 - DEFINITIONS, (CONT'D.)**

**PBX** - Private Branch Exchange

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

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

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

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

**Service Order** - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Price List

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

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

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

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**SECTION 1.0 - DEFINITIONS, (CONT'D.)**

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

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

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

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

**Trinsic** - Trinsic Communications, Inc , issuer of this Price List

**UNE Zone**- Geographic area established by the Commission pursuant to Section 51.507(f) of the Code of Federal Regulations

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

**User or End User** - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this Price List

**SECTION 2.0 - REGULATIONS**

**2.1 Undertaking of the Company**

**2.1.1 Scope**

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

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

**SECTION 2.0 - REGULATIONS, (CONT'D.)**

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

**2.1.3 Terms and Conditions**

- A. Service is provided on the basis of a minimum period of at least thirty (30) days, twenty-four (24) hours per day. For the purpose of computing charges in this Price List, a month is considered to have thirty (30) days.
- B. Except as otherwise stated in this Price List, 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 Price List. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Price List prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. In any action between the parties to enforce any provision of this Price List, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E. Service may be terminated upon written notice to the Customer if:
  - .1 the Customer is using the service in violation of this Price List; or
  - .2 the Customer is using the service in violation of the law
- F. This Price List shall be interpreted and governed by the laws of the State of North Dakota regardless of its choice of laws provision.

**SECTION 2.0 - REGULATIONS, (CONT'D.)**

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

**2.1.3 Terms and Conditions, (Cont'd.)**

- G.** Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H.** To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

**SECTION 2.0 - REGULATIONS, (CONT'D.)**

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

**2.1.4 Limitations on Liability**

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6, 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

**SECTION 2.0 - REGULATIONS, (CONT'D.)**

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

**2.1.4 Limitations on Liability, (Cont'd.)**

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

**SECTION 2.0 - REGULATIONS, (CONT'D.)**

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

**2.1.4 Limitations on Liability, (Cont'd.)**

**D. (Cont'd.)**

- .6** Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A of this Subsection 2 1.4
- .7** Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- .8** Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities,
- .9** Any noncompletion of calls due to network busy conditions,
- .10** Any calls not actually attempted to be completed during any period that service is unavailable;
- .11** And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities

**SECTION 2.0 - REGULATIONS, (CONT'D.)**

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

**2.1.4 Limitations on Liability, (Cont'd.)**

- E.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F.** The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G.** Failure by the Company to assert its rights pursuant to one provision of this Price List does not preclude the Company from asserting its rights under other provisions
- H. Directory Errors** - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly Price List rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly Price List rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs

**SECTION 2.0 - REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Limitations on Liability, (Cont'd.)****I. With respect to Emergency Number 911 Service:**

- .1** This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service
  
- .2** Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

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

**2.1.4 Limitations on Liability, (Cont'd.)**

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

- .3** When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this Price List, the Customer acknowledges and agrees with the release of information as described above

**2.1.5 Notification of Service-Affecting Activities**

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

**SECTION 2.0 - REGULATIONS, (CONT'D.)**

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

**2.1.6 Provision of Equipment and Facilities**

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

**SECTION 2.0 - REGULATIONS, (CONT'D.)**

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

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

**F.** The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Price List, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Price List and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

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

**SECTION 2.0 - REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.7 Non-routine Installation**

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

**2.1.8 Special Construction**

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

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

**2.1.9 Ownership of Facilities**

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

**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.2 Prohibited Uses**

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers 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 Price List will apply.

**SECTION 2.0 - REGULATIONS, (CONT'D.)****2.3 Obligations of the Customer****2.3.1 General**

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

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

**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.3 Obligations of the Customer, (Cont'd.)**

**2.3.1 General, (Cont'd.)**

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

**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.3 Obligations of the Customer, (Cont'd.)**

**2.3.2 Liability of the Customer**

- A.** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other Price List 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 Price List including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Price List 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 - 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 designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Price List. 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 Price List.

**2.4.2 Station Equipment**

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

**SECTION 2.0 - REGULATIONS, (CONT'D.)**

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

**2.4.3 Interconnection of Facilities**

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

**SECTION 2.0 - REGULATIONS, (CONT'D.)**

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

**2.4.4 Inspections**

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2A for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment
  
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm

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**SECTION 2.0 - REGULATIONS, (CONT'D.)****2.5 - Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

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

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

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

**2.5.2 Billing and Collection of Charges**

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

- A. Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)****2.5 - Payment Arrangements, (Cont'd.)****2.5.2 Billing and Collection of Charges, (Cont'd.)**

- C.** When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated pro rata based on the actual number of days in the month.
- D.** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Price List or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E.** If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within twenty (20) days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%.
- F.** The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check or other payment type submitted by the Customer to the Company that a bank or other financial institution refuses to honor.
- G.** If service is disconnected by the Company in accordance with Section 2.5.6 following and later restored, restoration of service will be subject to all applicable installation charges.

**SECTION 2.0 - REGULATIONS, (CONT'D.)****2.5 Payment Arrangements, (Cont'd.)****2.5.3 Disputed Bills**

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within ninety (90) days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B. Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the North Dakota Public Service Commission, State Capital, Bismark, North Dakota 58505-0480.
- C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

**2.5.4 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. The advance payment will be applied to the first full billing cycle statement and additional one (1) month advance payment will be required for each subsequent month. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.5 Deposits**

The Company does not collect Customer deposits.

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Issued by.

Timothy Seat  
Vice President - Regulatory Affairs  
601 South Harbour Island Boulevard, Suite 220  
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NDL0501

**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.5 - Payment Arrangements, (Cont'd.)**

**2.5.6 Discontinuance of Service**

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten (10) days written notice to the Customer, discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.5 - Payment Arrangements, (Cont'd.)**

**2.5.6 Discontinuance of Service, (Cont'd.)**

- D.** Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E.** Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F.** In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision
- G.** Upon the Company's discontinuance of service to the Customer under Section 2.5 6 A or 2 5 6 B , the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent)
- H.** With proper 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.
- I.** With proper notice in the event of tampering with the equipment or services furnished by the Company

**SECTION 2.0 - REGULATIONS, (CONT'D.)****2.5 - Payment Arrangements, (Cont'd.)****2.5.7 Cancellation of Application for Service**

- A.** Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B.** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent)
- C.** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D.** The special charges described in 2.5.7 A through 2.5.7 C will be calculated and applied on a case-by-case basis.

**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.8 Changes in Service Requested**

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

**SECTION 2.0 - REGULATIONS, (CONT'D.)****2.6 Allowances for Interruptions in Service**

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

**2.6.1 General**

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

**SECTION 2.0 - REGULATIONS, (CONT'D.)**

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

**2.6.2 Limitations of Allowances**

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

- A. Due to the negligence of or noncompliance with the provisions of this 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;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2 6 3), or utilize another service provider,

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**SECTION 2.0 - REGULATIONS, (CONT'D.)****2.6 Allowances for Interruptions in Service, (Cont'd.)****2.6.2 Limitations of Allowances, (Cont'd.)**

- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

**2.6.3 Use of Another Means of Communications**

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

**2.6.4 Application of Credits for Interruptions in Service**

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions of thirty (30) minutes or more. Two (2) or more interruptions of fifteen (15) minutes or more during any one twenty-four (24) hour period shall be combined into one cumulative interruption.

**SECTION 2.0 - REGULATIONS, (CONT'D.)**

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

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

**D. Interruptions of 24 Hours or Less**

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

**E. Interruptions Over 24 Hours and Less Than 72 Hours**

Interruptions over twenty-four (24) hours and less than seventy-two (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 twenty-four (24) hours

**F. Interruptions Over 72 Hours**

Interruptions over seventy-two (72) hours will be credited two (2) days for each full twenty-four (24) hour period. No more than thirty (30) days credit will be allowed for any one month period.

**SECTION 2.0 - REGULATIONS, (CONT'D.)****2.6 Allowances for Interruptions in Service, (Cont'd.)****2.6.5 Cancellation For Service Interruption**

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

**2.7 Use of Customer's Service by Others****2.7.1 Joint Use Arrangements**

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

**SECTION 2.0 - REGULATIONS, (CONT'D.)****2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6 1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2 5 2

**2.8.1 Termination Liability**

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

- A. all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, plus
- C. all Recurring Charges specified in the applicable Service Order Price List for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third (3<sup>rd</sup>) business day following the date of cancellation;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

**2.9 Transfers and Assignments**

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

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

**SECTION 2.0 - REGULATIONS, (CONT'D.)****2.10 Customer Liability for Unauthorized Use of the Network**

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

**2.10.1 Customer Liability for Fraud and Unauthorized Use of the Network**

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account

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

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft
- D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this Price List, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company

**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.11 Notices and Communications**

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

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**SECTION 2.0 - REGULATIONS, (CONT'D.)****2.12 Taxes, Fees and Surcharges**

**2.12.1** All state and local taxes (i.e , gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this Price List. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, sales tax, occupation tax, license tax, permit fee, franchise fee, or other regulatory fee or tax, such and fees and taxes shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively

**2.12.2** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), compensation to pay telephone service providers, E911 Assessments and Relay Services. Fees or surcharges for such programs will be included in this section of the Price List.

**SECTION 2.0 - REGULATIONS, (CONT'D.)****2.13 Miscellaneous Provisions****2.13.1 Telephone Number Changes**

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

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

**2.13.2 Maintenance and Operations Records**

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

**2.14 Customer Responsibility****2.14.1 Cancellation by Customer**

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

**SECTION 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) Qwest Corporation

Local Calling Areas and exchanges are equivalent to those specified by Qwest Corporation in its Exchange and Network Services Tariff, Section 5.

**SECTION 3.0 - SERVICE AREAS****3.1 Exchange Service Areas, (Cont'd.)****3.1.1 Exchange Area and UNE Zone Listings**

<b>Exchange</b>	<b>UNE Zones</b>	<b>Additional Exchanges Included with EAS</b>
Belfield	3	Dickinson, South Heart
Bismark	1	McKenzie, New Salem, Sterling, Wilton
Casselton	2	Buffalo, Fargo-Moorhead, Kindred, Leonard
Dickinson	1	Belfield, Killdeer, Manning, New England, Richardton, South Heart
Emerado	3	Bygland MN, East Grand Forks, Manvel
Fargo	1	Casselton, Felton MN, Gardner, Glyndon MN, Hawley MN, Kindred, Leonard, Perley MN, Walcot, Wolverton MN
Gardner	3	Arther, Fargo-Moorhead, Hunter
Grafton	2	Hoople, Minto, Park River, St Thomas
Grand Forks	1	Bygland MN, Emerado, Fisher MN, Manvel, Reynolds, Thompson
Hatton	3	Mayville, Northwood
Hillsboro	3	Not Applicable
Jamestown	1	Courtenay, Windsor, Ypsilanti
Kindred	3	Casselton, Leonard, Fargo-Moorhead, Walcott
Larimore	2	Inkster, Niagra, Leonard
Leonard	3	Casselton, Fargo-Moorhead, Kindred
Mandan	3	New Salem, St Anthony
Manvel	3	Bygland MN, East Grand Forks, Emerado

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**SECTION 3.0 - SERVICE AREAS****3.1 Exchange Service Areas, (Cont'd.)****3.1.1 Exchange Area and UNE Zone Listings, (cont'd.)**

<b>Exchange</b>	<b>UNE Zones</b>	<b>Additional Exchanges Included with EAS</b>
Mayville	2	Hatton
Minto	3	Grafton
Northwood	1	Aneta, Hatton
Reynolds	3	East Grand Forks, Thompson
Sidney, MT	3	Not Applicable
Thompson	3	East Grand Forks, Reynolds
Valley City	2	Sanborn, Tower City
Wahpeton	1	Abercrombie, Colfax, Fairmont, Great Bend, Hankinson, Lidgerwood, Mooreton, Wyndmere

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**SECTION 4.0 - BASIC SERVICES AND RATES**

**4.1 Call Timing for Usage Sensitive Services**

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

- 4.1.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 4.1.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 4.1.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

**SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.2 Trinsic Referral Program**

Any existing Trinsic Customer who refers a potential customer to the Trinsic services listed below will receive a one-time credit should the referred customer subscribe to and remain a Trinsic customer for at least 30 days. The referred customer must provide the name of the existing Trinsic Customer who made the referral upon ordering the new Trinsic service. The credit is applied only once to the Customer's next scheduled bill and expires with that bill. The credit does not apply separately for interstate or intrastate service and cannot be redeemed for cash.

Referral Credit	\$20 00
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**SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.3 Network Exchange Bundled Service**

**4.3.1 General**

Trinsic offers basic local exchange service only as part of a bundle or package of telecommunications services. All packages include local service, long distance service (interstate and intrastate toll) and selected custom calling features. Voice Mail and Optional Internet access <sup>1</sup> may be available with some packages at an additional charge. The aforementioned services are only available as part of the bundled service offering and are not available on an individual service basis. Customers will be billed directly by the Company.

The Company provides Customers with the option of obtaining a Primary Line and Secondary Line per account:

**A. Primary Line**

The initial residential local exchange access line per account.

**B. Secondary Line**

The second or additional residential local exchange access line, billed to the same address as the Primary Line, the Secondary Line will share the monthly call allowance with the Primary Line. The Secondary Line does not automatically include or share any Custom Calling Features. Feature packages may be purchased separately.

Should a Customer with both lines opt to disconnect the Primary Line, the remaining Secondary Line will automatically convert to a Primary Line with all features and functionality of such, and at the Primary Line monthly recurring rate.

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<sup>1</sup> Voice mail and Internet access are not regulated by the Commission.

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**SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.3 Network Exchange Bundled Service, (Cont'd.)**

**4.3.1 General, (cont'd.)**

Network Exchange Bundled Service may include the calling features listed below

These features are offered subject to availability of suitable facilities. Certain features may not be available with all classes of services.

In the event Trinsic adds custom calling features to its Network Exchange Bundled Services, such features will be available upon the tariff effective date (where technically feasible) to all new Customers. Existing Customers will be informed of the new features availability but must contact the Company to obtain the new features. Any Service Order Charges, which would normally apply, will be waived.

Call Forwarding - Fixed, Busy Line No Answer - This feature, when activated, redirects attempted terminating calls to another Customer-specified line. Call originating ability is not affected by Call Forwarding - Fixed, Busy Line No Answer. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding - Fixed, Busy Line No Answer is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number.

Caller ID with Name - Allows a Customer to see a caller's name and number previewed on a display screen before the call is answered, allowing a Customer to prioritize and/or screen incoming calls. Caller ID records the name, number, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. In areas where Caller ID with Name is not available, Caller ID, which only displays the incoming telephone number, will be substituted.

**SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)****4.3 Network Exchange Bundled Service, (Cont'd.)****4.3.1 General, (cont'd.)**

Network Exchange Bundled Service may include the calling features listed below, (cont'd.)

Call Forwarding - Variable - a Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature. If forwarded to a long distance number the Subscriber will incur the long distance charges.

Call Trace - Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only. After receiving the call which is to be traced, the Customer dials a code and the traced telephone number is automatically sent to the Company for action. The Customer originating the trace will not receive the traced telephone number. The results of the trace will be furnished only to legally constituted law enforcement agencies or authorities upon proper request by them

Call Blocking- Call Blocking allows Customer to block calls from different telephone numbers. A screening list is created by Customer either by adding the last number associated with the line (incoming or outgoing) or by pre-selecting the telephone number to be blocked. Callers from such numbers hear an announcement that the calling party is not accepting calls and Customer's phone will not ring. The screening list may be edited and revised at Customer's discretion

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**SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.3 Network Exchange Bundled Service, (Cont'd.)**

**4.3.1 General, (cont'd.)**

Network Exchange Bundled Service may include the calling features listed below, (cont'd):

Distinctive Ring: Distinctive Ring is a feature that allows a Customer to have up to two separate phone numbers assigned to one local exchange line. Each telephone number will provide a distinctive ring on an incoming call to allow for identification of the number being called. A distinctive call waiting tone is also provided for each telephone number, where facilities permit and Customers subscribe to Call Waiting. Distinctive Ring is offered subject to availability of suitable facilities.

VIP Alert - Allows a customer to program telephone numbers of selected callers, enabling the customer to distinguish certain incoming calls from all others by a distinctive ring tone.

Privacy Service- A feature which intercepts calls that are marked "private" and "out of area," or "unavailable" on Caller ID units. When unidentified callers dial the Subscriber's number, they will receive an announcement informing them that the party they are calling does not accept calls from unidentified callers. They will receive a prompt to identify their name or state their intention and the service will then attempt to connect the call. Only if the caller responds will the call be connected.

The Subscriber's Caller ID will display the platform number and the name of the service. If the Subscriber chooses not to take the call the caller will hear a message which states the Subscriber is unavailable.

Privacy Service is offered subject to availability of suitable facilities. This service will be provisioned on a line-by-line basis and Customers with more than one line would need to have the service activated on each line if they want the ability to intercept unknown and blocked calls to each line.

**SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)****4.3 Network Exchange Bundled Service, (Cont'd.)****4.3.1 General, (Cont'd.)**

Call Waiting with Caller ID with Name - Call Waiting with Caller ID with Name provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in and allows a Customer to see a caller's name and number previewed on a display screen allowing a Customer to prioritize and or screen incoming calls. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call. In areas where Caller ID with Name is not available, Caller ID, which only displays the callers telephone number, will be substituted.

Speed Calling - This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in either an 8 number or a 30 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

Three Way Calling - Permits the Customer 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 Customer 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.

**SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.3 Network Exchange Bundled Service, (Cont'd.)**

**4.3.2 Trinsic Standard Service \*\* (1)**

Package Price for Trinsic Standard Service

Primary Line, per month	\$57.99
Secondary Line, per month	\$35.00
Service Connection Fee, one time charge per line #	
Primary Line	\$69.99
Secondary Line	\$55.00

Customers may choose to handle payment through a commercial credit card arrangement. Customers will be able to access call detail and billing records on-line via the company's web site

(1) This service was formerly known as North Dakota Home Edition - Standard Service.

*\*\*This option grandfathered effective October 9, 2002 and is available to existing customers only.*

# Service Connection fee waived for those Customers who retain their existing telephone number when switching their service to Trinsic

**SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.3 Network Exchange Bundled Service, (Cont'd.)**

**4.3.2 Trinsic Standard Service, (Cont'd.) \*\***

Trinsic Standard Service includes the following

1. A monthly allowance of 100 free minutes of interstate and intrastate toll calling. Toll calls are billed in sixty (60) second increments.

Toll calls placed via toll free access within the 100 minute allowance will be billed as noted below

Toll calls within 100 minute allowance

	<u>Per minute rate</u>
Direct Dial Access	\$0.00

Toll calls above 100 minute allowance

	<u>Per minute rate</u>
Direct Dial Access	\$0 15

2. Local line and unlimited local calling
3. Primary Line Custom Calling Features Package: Call Forwarding, Caller ID with Name, Call Waiting with Caller ID with Name, Three-Way Calling and Speed Calling included at no charge

Secondary Line Custom Calling Features Package: (Call Waiting, Caller ID, Three-Way Calling and Speed Calling) may be added for \$4.95 per month.

4. Standard Service Customers will receive Member to Member service (See Section 4 4 ) at no additional charge, included with the Standard Service

5. Distinctive Ring Calling Feature:

Monthly Recurring Charge Per Feature:                      \$3 00

*\*\*This option grandfathered effective October 9, 2002 and is available to existing customers only*

**SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.3 Network Exchange Bundled Service, (Cont'd.)**

**4.3.3 Trinsic Unlimited (1)**

Package Price for Trinsic Unlimited

Primary Line, per month	
UNE Zones 1:	\$57.99
UNE Zone 2:	\$57.99
UNE Zone 3:	\$77.99
Secondary Line, per month	
UNE Zone 1:	\$35.00
UNE Zone 2:	\$35.00
UNE Zone 3:	\$55.00
New Service Connection Fee, one-time charge, per line #	
Per Primary Line:	\$69.99
Per Secondary Line:	\$55.00

Customers may choose to handle payment through a commercial credit card arrangement. Customers will be able to access call detail and billing records on-line via the company's web site.

This service is for use by Residential Customers for the purpose of individual-to-individual two-way residential voice applications. If the Customer uses Trinsic Unlimited Service for non-residential purposes, including but not limited to commercial facsimile, resale, telemarketing, dial-up internet connections, autodialing, three-way calling, voice chat line services, or home office use, the Company may, without notice, suspend, restrict, or cancel the Customer's service or may adjust Customer's service to another plan.

- A. Trinsic Unlimited includes the following:
  - 1. Unlimited toll calling.
  - 2. Local line and unlimited local calling.

(1) This service was formerly known as Z-LineHOME Unlimited Service

# Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Trinsic

**SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.3 Network Exchange Bundled Service, (Cont'd.)**

**4.3.3 Trinsic Unlimited**

**A.** Trinsic Unlimited includes the following:

3. Primary Line Custom Calling Features Package: Caller ID with Name, Call Waiting with Caller ID with Name, Call Forwarding Variable, Call Trace, Three-Way Calling and Speed Calling included at no charge.

Secondary Line Custom Calling Features Package: Call Forwarding Variable, Call Trace, Call Waiting, Caller ID, Three-Way Calling and Speed Calling may be added for \$4.95 per month.

4. Member to Member Service

**B. Calling Features**

The following Calling features are available at an additional monthly recurring charge:

Distinctive Ring: Distinctive Ring is a feature that allows a Customer to have up to two separate phone numbers assigned to one local exchange line. Each telephone number will provide a distinctive ring on an incoming call to allow for identification of the number being called. A distinctive call waiting tone is also provided for each telephone number, where facilities permit and Customers subscribe to Call Waiting. Distinctive Ring is offered subject to availability of suitable facilities.

Monthly Recurring Charge Per Feature \$3.00

**SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.3 Network Exchange Bundled Service, (Cont'd.)**

**4.3.4 TrinsicBusiness A La Carte Service\*\***

Trinsic Business A La Carte service is targeted at small business Customers and provides options based on the Customers calling patterns and estimated usage. Customers who subscribe to this service must designate Trinsic as the presubscribed carrier for local calling concurrent with enrollment for this service. TrinsicBusiness A La Carte provides Customers with the option of selecting Trinsic for toll services.

**A. Local Exchange Service**

**.1 Local Access Line**

Local Business Line	
Monthly Rate	\$29.99
Service Connection Fee, one-time charge per line <sup>1</sup>	
Per Line	\$49.99

<sup>1</sup>Service Connection fee is waived for those customers who retain their existing telephone number when switching their service to Trinsic. The charge will apply if additional lines are transferred to Trinsic after the initial order.

\*\* This service grandfathered effective June 10, 2003 and is available to existing Customers only.

(C)

**SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.3 Network Exchange Bundled Service, (Cont'd.)**

**4.3.4 TrinsicBusiness A La Carte Service, (Cont'd.)\*\***

**B. Toll Service**

**.1 Long Distance Service**

Long distance service is billed in six (6) second increments.

Rate Per Minute. \$0.099

**2. Long Distance Calling Packs**

Customers may choose to purchase Long Distance Calling Packs which provide a set number of long distance calling minutes for a flat rate per month Toll Free Service is not included in Long Distance Calling Packs. Minutes above the purchased Calling Pack are billed in six (6) second increments

LD Minutes	LD Minutes Pack	
	Monthly Rate	Intrastate Overage
1,000 Long Distance Minutes Pack	\$59 00	\$0 089
5,000 Long Distance Minutes Pack	\$245 00	\$0 079

*\*\* This service grandfathered effective June 10, 2003 and is available to existing Customers only.*

**SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)****4.3 Network Exchange Bundled Service, (Cont'd.)****4.3.4 TrinsicBusiness A La Carte Service, (Cont'd.)\*\*****C. Toll Free Service**

Toll Free Service is available to Customers for incoming calls. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided business switched access line. TrinsicBusiness A La Carte Customers who migrate their long distance service to another carrier, but who retain Trinsic as the local service provider will keep Trinsic Toll Free Service until such time as that service is specifically identified as having migrated to another carrier. Call charges are billed to the Subscriber rather than to the originating caller. Rates are neither time-of-day sensitive nor mileage sensitive. Calls are billed in six (6) second increments. Rates are not mileage or time-of-day sensitive. A Monthly Recurring Charge applies in addition to usage rates.

Rate per minute:	\$0 069
Monthly Recurring Charge Per toll free access line	\$3.00
Toll Free Service Installation	\$20 00
Vanity Toll Free Number Search	\$ 9.99

*\*\* This service grandfathered effective June 10, 2003 and is available to existing Customers only*

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**SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)****4.3 Network Exchange Bundled Service, (Cont'd.)****4.3.4 TrinsicBusiness A La Carte Service, (Cont'd.)\*\*****D. Business Network Rate Service**

Business Network Rate Service is available to Trinsic business Customers for outbound calling from presubscribed lines. This service allows Trinsic Business A La Carte Customers presubscribed to Trinsic for long distance service to call other Trinsic Customers without depleting the call allowance for the plan the Customer has chosen. Call may be made to other Trinsic business Customers or to Trinsic residential Customers. Calls are billed in six (6) second increments after the initial minimum period of six (6) seconds and originate and terminate on Customer-provided switched access lines. Rates are not mileage or time-of-day sensitive.

Rate per minute: \$0.039

*\*\* This service grandfathered effective June 10, 2003 and is available to existing Customers only.*

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**SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)****4.3 Network Exchange Bundled Service, (Cont'd.)****4.3.4 TrinsicBusiness A La Carte Service, (Cont'd.)\*\*****E. Calling Features**

These features are offered subject to availability of suitable facilities. TrinsicBusiness A La Carte may include the calling features listed below:

Call Forwarding - Fixed - Call Forwarding-Fixed, when activated, redirects attempted terminating calls to another Customer-specific line. The Customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding-Fixed. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding-Fixed is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number.

Speed Calling - This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in an 8 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

Caller ID - Allows a Customer to see a caller's telephone number previewed on a display screen before the call is answered, allowing a Customer to prioritize and or screen incoming calls. Caller ID records the number, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE.

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. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call. Customers must actively choose this feature on a line-by-line basis. Call Waiting is not available on lines enabled for Rotary Hunting.

*\*\* This service grandfathered effective June 10, 2003 and is available to existing Customers only*

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**SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.3 Network Exchange Bundled Service, (Cont'd.)**

**4.3.4 TrinsicBusiness A La Carte Service, (Cont'd.)\*\***

**E. Calling Features, (Cont'd.)**

Three Way Calling - Permits the Customer 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 Customer 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.

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy. This feature is available at no charge but must be requested by the Customer.

Distinctive Ring: Distinctive Ringing is a feature that allows Customer to have up to two separate phone numbers assigned to one local exchange line. Each telephone number will provide a distinctive ring on an incoming call to allow for identification of the number being called. A distinctive call waiting tone is also provided for each telephone number, where facilities permit and Customers subscribe to Call Waiting. Distinctive Ring is offered subject to availability of suitable facilities.

**a. Rates**

.1	Monthly Rates, per Feature:	\$3.00
.2	Monthly Rate, Feature Pack, (3 or more features):	\$9.00

*\*\* This service grandfathered effective June 10, 2003 and is available to existing Customers only.*

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**SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)****4.3 Network Exchange Bundled Service, (Cont'd.)****4.3.4 TrinsicBusiness A La Carte Service, (Cont'd.)\*\*****F. Guarantee Incentive Program**

If a Customer is not satisfied with the Trinsic Business A La Carte Service, for any reason, during the first ninety (90) days of service, Trinsic will switch the Customer back to the Customer's previous local exchange provider at no charge. The Customer will not be required to pay any installation charges incurred when switching back to their previous local service provider. This offer only applies to installation charges on existing business lines migrated back to the local service provided subscribed to before switching to Trinsic. This offer does not extend to any new service lines established with Trinsic that are switched back to the previous provider. Customers requesting a switch to the previous provider must have a zero billed balance with Trinsic. Customers will be required to complete and sign a form requesting this offer. This form may be obtained by calling Trinsic's toll free customer service telephone number.

**G. Remote Call Forwarding (RCF) Service**

Remote Call Forwarding allows all calls dialed to a telephone number equipped for RCF to be automatically forwarded to another dialable exchange or 800 service telephone number. The calling party pays only the applicable charges to call the number equipped with an RCF feature, while the RCF customer pays the applicable charges for the forwarded portion of the call. RCF Service is offered subject to availability of suitable facilities.

**.1 Usage Charges**

Minutes of use are decremented from the available minutes in the presubscribed service purchased by the Customer. Minutes used in excess of the allotted minutes will be billed at the rate in effect for the presubscribed service. (See Section 4.3.4 of this tariff).

**.2 Monthly Recurring Charge**

Per line                      \$15.00

*\*\* This service grandfathered effective June 10, 2003 and is available to existing Customers only.*

**SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.3 Network Exchange Bundled Service, (Cont'd.)**

**4.3.5 Trinsic Home Office**

Trinsic Home Office service is a bundled local and toll voice service offering. Service is restricted to a single line only. Customers with a requirement for multiple lines are referred to the Company's business service. Customers may choose to handle payment through a commercial credit card arrangement. Customers will be able to access call detail and billing records on-line via the myzline.com web site.

Package Price for Trinsic Home Office

Primary Line, per month	\$67.99
Service Connection Fee, one-time charge per line #	\$69.99

# Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Trinsic

**SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)****4.3 Network Exchange Bundled Service, (Cont'd.)****4.3.5 Trinsic Home Office, (Cont'd.)**

A Trinsic Home Office includes the following:

- 1 A monthly allowance of 1000 free minutes of interstate and intrastate toll calling. Toll calls will be billed in sixty (60) second increments. Toll calls placed away from home are not included in the monthly toll call allowance for Trinsic Home Office.

Toll calls within 1000 minute allowance

Direct Dial Access. \$0.00

Toll calls above 1000 minute allowance

Direct Dial Access \$0.067

2. Local line and unlimited local calling
3. Calling Features Package: Caller ID with Name, Call Waiting with Caller ID with Name, Call Forwarding Variable, Call Trace, Three-Way Calling and Speed Calling included at no charge

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**SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.3 Network Exchange Bundled Service, (Cont'd.)****4.3.6 TrinsicBUSINESS Simplicity Service**

TrinsicBUSINESS Simplicity Service is targeted primarily at business customers as a bundled service offering. Customers receive unlimited local and long distance calling including calls completed through the Company's Personal Voice Assistant (PVA) for a flat monthly rate. The primary line also includes the following custom calling features. Caller ID, Call Waiting, Three-Way Calling, Speed Dial and Call Forwarding, as well as one voice mail box<sup>1</sup>. Operator assisted calling, travel card calling and international calling are not included in the flat monthly rate for service. TrinsicBUSINESS Simplicity Service is available on up to a maximum of twelve (12) lines per location. Trinsic Communications must be selected as both the local toll and interLATA toll carrier for all of your lines at a single location and on a single billing account. PBX, PBX-like equipment, auto-dialers, dial-up online service, broadcast fax transmissions and data usage traffic are prohibited under this plan. If usage exceeds the average usage per line of all customers on the plan in the Customer's state by five times over a three (3) month period, Customer may be moved to another plan. Customers may purchase additional lines, however custom calling features and voice mail are not available with the purchase of additional lines except through Feature Packages.

**A. Outbound Service**

Primary Line, per month	\$59.99
Additional Lines, per month.	\$49.99
New Service Connection Fee, one-time charge, per line #	
Per Primary Line	\$49.99
Per Secondary Line	\$49.99

**B. Feature Packages**

Custom Calling Feature Package for Additional Lines includes Caller ID, Call Waiting, Three-Way Calling, Speed Dial and Call Forwarding

Monthly Rate	\$4.95
--------------	--------

# Service Connection fee waived for those customers who meet the Company's enrollment criteria and who retain their existing telephone number when switching their service to Trinsic

<sup>1</sup> Voice mail is not regulated by the Commission. Voice Mail on Additional Lines may be purchased separately for a monthly fee per mail box.

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**SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)****4.3 Network Exchange Bundled Service, (Cont'd.)****4.3.6 TrinsicBUSINESS Simplicity Service, (Cont'd.)****C. Toll Free Service**

Toll Free Service is available to Customers for incoming calls. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided business switched access line. Trinsic Business Simplicity Service Customers who migrate their long distance service to another carrier, but who retain Trinsic as the local service provider will keep Trinsic Simplicity Toll Free Service until such time as that service is specifically identified as having migrated to another carrier. Call charges are billed to the Subscriber rather than to the originating caller. Rates are neither time-of-day sensitive nor mileage sensitive. Calls are billed in six (6) second increments. Rates are not mileage or time-of-day sensitive. A Monthly Recurring Charge applies in addition to usage rates.

Rate per minute	\$0.049
— Monthly Recurring Charge, Per toll free access line	\$3.00
Toll Free Service Installation *	\$20.00
Vanity Toll Free Number Search	\$9.99

**D. Travel Card Service**

Trinsic Simplicity Travel Card Service is available to Trinsic Simplicity Service Customers for calls made away from the Customer's business location and billed to the business account. Calls are billed in six (6) second increments.

Rate Per Minute.	\$0.049
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\* The Toll Free Service Installation charge is not applied when a customer migrates from another telephone company, or if Toll Free Service is included with the initial order for service.

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**SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.3 Network Exchange Bundled Service, (Cont'd.)**

**4.3.7 ISP Service Plan**

ISP Service Plan is offered to Customers who subscribe to Trinsic Unlimited Service in conjunction with a participating Internet Service Provider (ISP). The participating ISP must have a previously established service participation agreement with the Company. As part of this service, the Customer may utilize local dial-up access numbers of a participating ISP for internet access for up to 3000 minutes per month and the dial-up internet connection restriction associated with Trinsic Unlimited will not apply to those 3000 minutes per month. All other Trinsic Unlimited Service rates and restrictions apply.

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**SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.4 Member to Member Home Edition Service Add-On**

Member to Member Service is available to all Trinsic Customers of a Network Exchange Bundled Service. Member to Member allows Trinsic Customers to call other Trinsic Customers without incurring per call usage charges or depleting the bundled minutes call allowance. Calls under the Member to Member option must originate on and terminate to a telephone number presubscribed to a Trinsic Network Exchange Bundled Service. Customers are not required to identify Customers in their calling circle. Such identification will be handled by the Company's network.

This service is available with Trinsic services where noted in the description of each service.

**SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)****4.5 Stand-Alone Local Exchange Service**

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

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

Stand-Alone Service, per month:	\$44.99
Service Connection Charges	
Primary Line, one-time charge per line	\$69.99

A. Stand-Alone Local Exchange Service includes the following

- 1 Local exchange access line and unlimited local exchange calling.

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**SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.6 Trinsic Business Plus Service**

Trinsic Business Plus Service is a local exchange service for small business Customers consisting of a local exchange line for a monthly recurring charge and unlimited calling. Calling features are available with the local exchange service for an additional monthly recurring charge per feature

**4.6.1 Local Exchange Service**

**A. Local Business Line**

A local exchange line with unlimited local calling includes Hunting only if Customers request the Hunting calling feature when placing the order for service

Monthly Rate:	\$25.00
Service Connection Fee, one-time charge per line <sup>1</sup>	
Per Line:	\$49.99

Customers who sign a one (1) or two (2) year agreement will, based upon contract term and number of access lines, subscribed to Trinsic in this state or nationwide, receive a percentage discount on Business Plus local exchange service as noted below. The percentage discount does not apply to FCC line charges.

<u>Lines</u>	<u>Term</u>	
	<b>1 Year</b>	<b>2 Year</b>
200	5%	5%
1000	10%	15%
2000	15%	16%

**B. Calling Features**

The following Calling features are available at an additional monthly recurring charge: Call Forwarding; Call Forwarding-Busy; Call Forwarding-No Answer, Speed Calling; Caller ID, Call Waiting, Three-Way Calling, and Distinctive Ring, as described in Section 4.6.6.

Monthly Recurring Charge Per Feature.	\$3.00
Monthly Recurring Charge, Feature Pack (3 or more)	\$9.00

<sup>1</sup> Service Connection fee is waived for those customers who retain their existing telephone number when switching their service to Trinsic. The charge will apply if additional lines are transferred to Trinsic after the initial order.

**SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.6 Trinsic Business Plus Service, (Cont'd.)**

**4.6.2 Trinsic Business Plus Toll Service**

Trinsic Business Plus Toll service is available only to Customers of Trinsic Business Plus Local Exchange Service. Calls are billed in six (6) second increments.

Rate Per Minute:	\$0 120
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**4.6.3 Trinsic Business Plus Toll Free Service**

Trinsic Business Plus Toll Free Service is available to Customers for incoming calls. Service is available only to Customers of Trinsic Business Plus Local Exchange Service. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided business switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Calls are billed in six (6) second increments. Rates are not mileage or time-of-day sensitive. A Monthly Recurring Charge applies in addition to usage rates.

Rate per minute:	\$0 045
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Monthly Recurring Charge Per toll free access line:	\$3 00
---	--------

Toll Free Service Installation:	\$20 00 *
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Vanity Toll Free Number Search:	\$9 99
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\* The Toll Free Service Installation charge is not applied when a customer migrates from another telephone company, or if Toll Free Service is included with the initial order for service.

**SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)****4.6 Trinsic Business Plus Service, (Cont'd.)****4.6.4 Travel Card Service**

Trinsic Business Plus Travel Card Service is available to Trinsic Business Plus Local Exchange Service Customers who also purchase Trinsic Business Plus Toll Service. Calls may be made away from the Customer's business location and billed to the business account. Calls are billed in six (6) second increments.

Rate Per Minute	\$0.045
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**4.6.5 Business Network Service**

Business Network Service is an optional service available to Trinsic Business Plus Customers for outbound calling from presubscribed lines. This service allows Trinsic Business Plus Customers presubscribed to Trinsic for long distance service to call other Trinsic Customers without depleting the call allowance for the plan the Customer has chosen. Call may be made to other Trinsic business Customers or to Trinsic residential Customers. Calls are billed in six (6) second increments after the initial minimum period of six (6) seconds and originate and terminate on Customer-provided switched access lines. Rates are not mileage or time-of-day sensitive.

Rate Per Minute.	\$0.039
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**SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)****4.6 Trinsic Business Plus Service, (Cont'd.)****4.6.6 Calling Features**

Customers subscribing to Trinsic Business Plus Service may also subscribe to the following Calling Features

Call Forwarding - Call Forwarding, when activated, redirects attempted terminating calls to another Customer-specific line. The Customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number.

Call Forwarding -Busy - Permanently routes incoming calls to a predetermined telephone number when the called line is busy.

Call Forwarding - No Answer - Permanently routes incoming calls to a specified number, selected by the Customer, when the called line is unanswered.

Speed Calling - This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in an 8 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

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**SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)****4.6 Trinsic Business Plus Service, (Cont'd.)****4.6.6 Calling Features, Cont'd.**

Caller ID - Allows a Customer to see a caller's telephone number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the number, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE.

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. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call. Customers must actively choose this feature on a line-by-line basis. Call Waiting is not available on lines enabled for Rotary Hunting.

Three Way Calling - Permits the Customer 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 Customer 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.

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy. This feature is available at no charge but must be requested by the Customer.

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**SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)****4.6 Trinsic Business Plus Service, (Cont'd.)****4.6.7 Remote Call Forwarding (RCF) Service**

Remote Call Forwarding allows all calls dialed to a telephone number equipped for RCF to be automatically forwarded to another dialable exchange or 800 service telephone number. The calling party pays only the applicable charges to call the number equipped with an RCF feature, while the RCF customer pays the applicable charges for the forwarded portion of the call. RCF Service is offered subject to availability of suitable facilities.

**A. Usage Charges**

Minutes of use are decremented from the available minutes in the presubscribed service purchased by the Customer. Minutes used in excess of the allotted minutes will be billed at the rate in effect for the presubscribed service (See Section 4.6 of this tariff)

**B. Monthly Recurring Charge**

Per line	\$15 00
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**SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.6 Trinsic Business Plus Service, (Cont'd.)**

**4.6.8 Trinsic Business Long Distance with PVA**

Trinsic Business Long Distance with PVA is a presubscribed long distance service providing outbound calling for business Customers. The service also provides access to the Company's Personal Voice Assistant enhanced service platform for call completion and enhanced services such as dialing assistance, contact lists, voice mail, and review of and delivery of emails, as well as Find Me and Notify Me functions <sup>1</sup>Calls are billed in six (6) second increments Customers are provided a toll free number for placing calls while away from the office, and the same rates apply.

Rate Per Minute	\$0.120
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**4.6.9 PVA Directory Assistance**

PVA Directory Assistance is a directory service whereby Customers may request assistance in determining listing information on a nationwide basis through the Company's Personal Voice Assistance (PVA) enhanced services platform.

This service is only available to Customer of Trinsic local and/or long distance services with PVA Customers use a toll free number or access code to access the PVA platform and choose the directory assistance option Up to two listings per call may be requested The rate per call applies whether or not a number is provided, this includes requests for numbers which are non-published or non-listed

There are no billing exemptions or allowances for PVA Directory Assistance.

Rate Per Minute	\$1 06
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**SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)**

**4.7 Affinity Pricing Plan - Trinsic Discount Program**

The Trinsic Affinity Pricing Plan - Trinsic Discount Program offers discounts on specific Trinsic services to members of trade associations that represent business entities or individuals within an industry, professional or business classification; employees of business entities; members of organizations with affiliated franchisees, independent agents, independent distributors or business representatives, entities that are members of a buying group not organized only for the purpose of qualifying for the discounts provided herein; non-profit entities affiliated with non-profit chapters, agencies, administrative offices or organizations affiliated with charitable, religious, educational, scientific and literary organizations, or customers or members of commercial organizations or institutions, who have entered into an Affinity Marketing Agreement with the Company.

Customers will receive a 10% discount on the Monthly Recurring Charge for the following services: Trinsic Unlimited, Trinsic Value with PVA, Trinsic Basic with PVA and Trinsic LONG DISTANCE 500. The discount will remain in place as long as the employee, individual or member remains and employee, individual or member of the affinity group. All other terms and conditions of the above-mentioned tariffed services apply.

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**SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES****5.1 Service Order and Change Charges**

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

**5.1.1 Service Order Charges**

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

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

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

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

Technician Dispatch Charge - A separate Technician Dispatch Charge applies, in addition to all other charges for the visit, when a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire

Service Order Charge - This charge, applicable to Business Customers only, applies to customer-requested changes in service not covered specifically on other identified non-recurring service order and change charges. This charge is applied in cases where Hunting is added after the initial order is placed

Toll Free Directory Listing - This is a one-time charge, applicable to Business Customers, and is imposed when a Customer requests the toll free number to be listed.

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**SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES****5.1 Service Order and Change Charges, (Cont'd.)****5.1.1 Service Order Charges, (cont'd.)**

Missed Appointment Charge - The Customer shall be responsible for the payment of a Missed Appointment Charge as set forth herein for visits by the Company's agents or employees, at the Customer's request, to the Premises of the Customer, when the Customer fails to meet the Company's agent or employees for the prearranged appointment as requested.

**5.1.2 Change Order Charges**

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

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

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

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

Long Distance Minutes Pack Change Order - applies to residential Customers who request/order a change to add or delete an LD Minutes Pack

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

Home Edition Change Charge - applies when a residential Customer requests/orders a change in service from Home Edition- Basic Service to Home Edition- Standard Service or from Home Edition - Standard Service to Home Edition - Basic Service

**SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES**

**5.1 Service Order and Change Charges, (Cont'd.)**

**5.1.3 Record Change Charges**

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

**5.1.4 Miscellaneous Charges**

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

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

**SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES****5.1 Service Order and Change Charges, (Cont'd.)****5.1.5 Rates**

	<u>Residence</u>	<u>Business</u>
<u>Service Order Charges</u>		
Primary Service Connection Charge	*	*
Secondary Service Connection Charge	*	*
Transfer of Service Charge, Primary Line	\$89.99	\$49.99
Transfer of Service Charge, Secondary Line	\$75.00	\$49.99
Technician Dispatch Charge	\$69.99	\$200.00
Service Order Charge	N/A	\$ 9.99
Toll Free Directory Listing	N/A	\$10.00
Missed Appointment Charge	N/A	\$100.00
 <u>Change Order Service Charges</u>		
Feature or Feature Pack Change Order	\$9.99	\$9.99
Toll Restriction Fee Order	\$9.99	\$9.99
Telephone Number Change Order	\$9.99	\$9.99
Long Distance Minutes Pack Change Order	\$9.99	\$9.99
Listing Change Charge	\$9.99	\$9.99
Home Edition Change Charge	\$9.99	N/A
 <u>Record Change</u>	 No charge	 No charge
 <u>Miscellaneous Charges</u>		
Duplicate Invoice	\$5.00	\$5.00
Call Detail Report	\$5.00	\$5.00

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

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**SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.3 Restoral of Service**

When a Customer's local exchange service has been suspended because of non-payment of charges, a non-recurring Service Restoral Charge will apply to each line restored. In the event that Local Exchange Service is terminated following suspension the Line Connection Charge as described in 5.1 is applicable in lieu of the Service Restoral Charge to reestablish service. Premises Work charges may also be applicable.

	<u>Residence</u>	<u>Business</u>
Per line	\$35 00	\$49 99

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**SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.4 Temporary Suspension/Restoral of Service**

Upon the request of the Customer, service may be temporarily suspended. Service will be disconnected to the extent necessary to assure that no inward or outward service will be available during the period of suspension. No discount from full service rates is allowed for any period of suspension of any item for a period of less than one month or for any item suspended during an initial service period of less than one year. Customers requesting temporary suspension of their service will incur service charges upon the subsequent restoral of service.

Monthly, per line suspended	50% of full rate
Restoral charge, per line suspended	Service Order Change Charge and Central Office Line Charge *

\* For rates see Section 5.1 of this tariff.

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**SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.5 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone, not presubscribed to the Company, used to access Company provided services. This surcharge, which is in addition to standard Price Listed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

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

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

	<b>Residential</b>	<b>Business</b>
Rate Per Call	\$0.60 (I)	\$0.30

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**SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.6 Optional Calling Features**

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

**5.6.1 Feature Descriptions**

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

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

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

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.

Call Blocking- Call Blocking allows Customer to block calls from different telephone numbers. A screening list is created by Customer either by adding the last number associated with the line (incoming or outgoing) or by pre-selecting the telephone number to be blocked. Callers from such numbers hear an announcement that the calling party is not accepting calls and Customer's phone will not ring. The screening list may be edited and revised at Customer's discretion. This feature may not be available with all Trinsic services.

VIP Alert - Allows a customer to program telephone numbers of selected callers, enabling the customer to distinguish certain incoming calls from all others by a distinctive ring tone. This feature may not be available with all Trinsic services.

(N)  
|  
(N)

**SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.6 Optional Calling Features, (Cont'd.)**

**5.6.1 Feature Descriptions, (Cont'd.)**

Caller Identification Blocking: Allows the name and number of the calling party to be blocked from being transmitted when placing outbound calls

Per Call Blocking To activate per-call blocking, a Customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per call blocking, and it is provided on an unlimited basis.

Per Line Blocking: When blocking is established on the line, it can be deactivated by dialing a code before each call. This one call unblock allows the name and/or number to be sent for that one call only. Customers who choose per line blocking for the first time will not be charged the nonrecurring charge. After the first time, Customers requesting per line blocking will pay a nonrecurring charge for each line equipped with per line blocking. Per line blocking will be provided free to law enforcement and domestic violence agencies and individual victims of domestic violence upon request

**5.6.2 Rates**

FEATURE	Residential		Business		
	Per Use	Monthly Maximum	Per Use	Monthly Maximum	
Call Trace - per activation	\$2.00	N/A	\$2.00	N/A	
Continuous Redial, (*66) - per use	\$0.75	\$6.00	\$0.75	\$6.00	
Return Call, (*69) - per use	\$0.75	\$6.00	\$0.75	\$6.00	
Three-Way Calling - per use	\$0.75	\$6.00	\$0.75	\$6.00	
Caller Identification Blocking, per call	No charge	n/a	No charge	n/a	
Caller Identification Blocking, per line		<b>Residential Nonrecurring</b>		<b>Business Nonrecurring</b>	
First Time request		No Charge		No Charge	
Subsequent request		\$9.00		\$20.00	
		<b>Per Month</b>		<b>Per Month</b>	(N)
Call Blocking		\$3.00		\$3.00	
VIP Alert		\$3.00		\$3.00	(N)

**SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.7 Directory Assistance Services**

Directory Assistance Service is furnished upon Customer request for assistance in determining telephone numbers within or outside the state.

**5.7.1 Basic Directory Assistance**

The rates specified following apply when Customers request Company assistance in determining telephone numbers within or outside the state of North Dakota.

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

Where the Customer has the capability to make a direct dialed call to Directory Assistance, but chooses to make the call via the assistance of an operator, appropriate service charges as specified in Section 5.8 of this tariff, apply

**A. Call Allowance**

There are no call allowances

**B. Exemptions**

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 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.7 Directory Assistance Services, (Cont'd.)**

**5.7.2 Directory Assistance Call Completion**

Directory Assistance Call Completion (DACC) is a service that provides Customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance operator. The requested number can be dialed automatically by the Operator Services System upon selection by the Customer of a mechanized prompt.

Service is available only where the facilities permit.

**5.7.3 Nationwide Directory Assistance**

Nationwide Directory Assistance is a service whereby Customers may request assistance in determining listing information on a nationwide basis. Requests for local or intraLATA listings are billed under the basic Directory Assistance charges as described in this Section. The regulations and rates set forth below apply to all calls from Customers who request assistance in determining telephone number information of subscribers who are located outside their LATA

The Customer will be charged for each call. Customer may request up to two listings per call. The nationwide listing rate applies per call whether or not a number is provided; this includes requests for numbers which are non-published or non-listed.

There are no billing exemptions or allowances for Nationwide Directory Assistance.

**SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.7 Directory Assistance Services, (Cont'd.)**

**5.7.4 PVA Directory Assistance**

PVA Directory Assistance is a directory service whereby Customers may request assistance in determining listing information on a nationwide basis through the Company's Personal Voice Assistance (PVA) enhanced services platform

This service is only available to Customer of Trinsic local and/or long distance services with PVA. Customers use a toll free number or access code to access the PVA platform and choose the directory assistance option. Up to two listings per call may be requested. The rate per call applies whether or not a number is provided, this includes requests for numbers which are non-published or non-listed.

There are no billing exemptions or allowances for PVA Directory Assistance

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**SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.7 Directory Assistance Services, (Cont'd.)**

**5.7.5 Rates**

<b>A.</b>	<b>Basic Directory Assistance</b>	<u>Per query</u>
	Direct dialed, within and outside state	\$1.25
	Operator assisted	\$3 10
<b>B.</b>	<b>Directory Assistance Call Completion</b>	
	Per completed call within the LATA	\$0.00*
<b>C.</b>	<b>National Directory Assistance</b>	
	Per call	\$1.25
<b>D.</b>	<b>PVA Directory Assistance</b>	\$1 06

\* For calls completed outside LATA, intraLATA or long distance usage charges apply.

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**SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)****5.8 Local Operator Service Charges**

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

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

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

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

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

**5.8.1 Local and IntraLATA Usage Rates**

Usage charges will be billed at the rate in effect for the presubscribed service purchased by the Customer (Section 4.3)

**SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.8 Local Operator Service Charges, (Cont'd.)**

**5.8.2 Local and IntraLATA Per Call Service Charges:**

Customer Dialed Calling Card	
Mechanized	\$0 80
Operator Assisted Station-to-Station.	
Partially Assisted	\$2.25
Fully Assisted	\$3 40
Operator Assisted Person-to-Person	
Partially Assisted	\$4 90
Fully Assisted	\$6 05

**SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)****5.9 Busy Line Verification and Busy Line Interrupt Service**

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

If an operator both verifies the condition of the line and interrupts voice and data communication on the same request, the interrupt charge only applies.

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

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

**5.9.1 Rates**

	<u>Per request</u>
Busy Line Verification	\$2.25
Emergency Interrupt	\$3.00

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**SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.10 Directory Listing Service**

**5.10.1 General**

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

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business

A listing consists of the name of the Customer, the address where the service is located and the telephone number and is usually confined to one line in the directory.

Business Service Listings may be of members of the partnership, officers of the corporation, agents, employees, patrons of resellers or sharers, or of a business house witch the Customer represents or owns including a partnership or corporation under his control.

Residence Service Listings may be of members of the Customer's household.

Residence Dual Name Listings are comprised of a surname, two first names, address and telephone number This listing may be provided for two persons who share the same surname and reside at the same address or for a person know by two first names

**5.10.2 Listings**

**A. Primary Listing**

One listing, termed the primary listing, is included with each exchange access line. A primary listing is normally the name and address of the person or firm contracting for the service, a joint user, the name under which a firm regularly conducts business, two individuals residing at the same address, with the same or different surnames.

**SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.10 Directory Listing Service, (Cont'd.)**

**5.10.2 Listings, (Cont'd.)**

**B. Additional Listings**

Additional listings may be the listings of individual names of those entitle to use the Customer's service or , for business, Departments, Divisions, Tradenames, etc.

There are five kinds of additional listings - regular, informational, foreign, temporary and cross reference.

**C. Residence Internet Listings**

- E-Mail Address Listing identifies the Customer's electronic mail address used to send and receive mail on a computer.
- Uniform Resource Locator (URL) Address Listing identifies the Customer's URL address used to identify resources on the Internet's World Wide Web.

**D. Nonpublished Service**

At the request of the Customer, the numbers of initial central office lines may be omitted from the directory and from the Directory Assistance records of the Company, subject to the rates following These numbers are designated as "non-Published Telephone Numbers." Unless the specific call number is given by the person calling, a connection will not be established with a telephone have a "Non-Published Telephone Number"

The Company shall not be liable to the Customer for losses or damages arising from such an arrangement The Customer indemnifies and saves the Company harmless from any and all claims arising from such an arrangement.

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**SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.10 Directory Listing Service, (Cont'd.)**

**5.10.2 Listings, (Cont'd.)**

**E. Nonlisted Service**

At the request of the Customer, the numbers of initial central office lines may be omitted from the directory only. These numbers are designated as "Non-Listed Telephone Numbers" and are included in the Directory Assistance records of the Company.

The Company shall not be liable to the Customer for losses or damages arising from such an arrangement. The Customer indemnifies and saves the Company harmless from any and all claims arising from such an arrangement.

**F. Toll-Free Directory Listings**

Where available, a listing which references the Toll Free Number for a Business customer will be made available. A one-time charge per toll-free number applies to set up this listing.

**G. Straight Line Under Directory Listing**

A business listing where one or more listings are indented under an original listing of the same customer without repetition of the name.

**H. Caption and Subcaption Directory Listings**

Two or more business listings may be placed under a caption consisting of the name of the customer or of any of the parties which the customer is entitled to list together with a designation or title where the name is not indicative of the business or profession. One or more subcaptions may be furnished under a caption, each subcaption consisting of a directive heading which serves to identify two or more listings placed thereunder, where this grouping is necessary for the proper routing of calls.

**SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)****5.10 Directory Listing Service, (Cont'd.)****5.10.3 Rates**

<b>Listing</b>	<b>Monthly</b>	
	<b>Residence</b>	<b>Business</b>
Primary Listing	\$0 00	\$0 00
Additional Listing	\$2 00	\$6.00
Foreign Listing	\$1.50	\$6 00
E-Mail Address	\$1.50	n/a
URL Address	\$12.00	n/a
Non-Published Service	\$2 00	\$6.00
Non-Listed Service	\$2 00	\$6.00
Toll-Free Directory Listings	N/A	\$15.00
Straight Line Under Listings	N/A	\$6 00
Captions and Subcaptions Listings	N/A	\$6 00

For non-recurring charges associated with a customer-initiated change in a directory listing, see Section 5.1 of this tariff.

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**SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)****5.11 Carrier Presubscription****5.11.1 General**

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

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

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

**SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)****5.11 Carrier Presubscription, (Cont'd.)****5.11.3 Rules and Regulations**

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

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

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 5.11.5 below:

**5.11.4 Presubscription Procedures**

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

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given ninety (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 ninety (90) day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 5.11.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection

**SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.11 Carrier Presubscription, (Cont'd.)**

**5.11.5 Presubscription Charges**

**A. Application of Charges**

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

**B. Nonrecurring Charges**

Per business or residence line, trunk, or port \$5 00

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**SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)****5.12 Intercept Referral Service****5.12.1 General**

Intercept Referral Services announce to the calling party the status of a called party's number and, when appropriate, refers the calling party to a number(s) where the called party can be reached for a specified time period. These services are provided either through a recorded announcement or by a special operator. Customers can choose between having their numbers referred or having a disconnect message provided to the calling party. Customers whose telephone services are permanently disconnected because of nonpayment are placed on Disconnect Announcement Service without a referral to another number.

Services described are provided to Customers when and where facilities and numbers are available

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

New Number Referral Service - New Number Referral Service includes all intercept recordings that provide the new number information

Split Referral Intercept Service - Split Intercept Referral Service provides for calls to the disconnected number to be routed to the Operator who will challenge the incoming call and provide the new number information dependent on the callers response.

**SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.12 Intercept Referral Service, (Cont'd.)**

**5.12.2 Terms and Conditions**

- A. Intercept services apply to temporary or permanently disconnected numbers, including vacation suspension service and telephone number changes
- B. Intercept services are offered for periods up to three months for residential Customers and up to twelve (12) months for business Customers.
- C. Intercept services are subject to the availability of the disconnected number and the availability of Company facilities.
- D. The Company will be held harmless from any claims which may arise out of the Company's provision of Intercept Service

**5.12.3 Rates**

	<u>Residence</u>	<u>Business</u>
Basic Referral Service	No Charge	No Charge
New Number Referral Service		
Initial Period *		
First line	No Charge	No Charge
Each add'l line	\$15.00	\$20.00
Each additional month	\$5 00	\$15.00
Split Referral Service **		
Per month, per line	\$15 00	\$ 55 00

\* Residential initial period is 3 months and Business initial period is 12 months.

\*\* Up to 3 names listed

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**SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.13 Toll Restriction Service**

Toll Restriction provides for exchange access lines to be restricted from dialing billable toll calls and 1+900 numbers. Local directory assistance calls are allowed. Service is available where facilities permit. Provision of toll restriction does not alleviate Customer responsibility for completed toll calls. Attempted violation of the restrictions are routed to an announcement.

**5.13.1 Rates\***

	<u>Residence</u>	<u>Business</u>
Nonrecurring charge, per line	\$0.00	\$33.75
Monthly recurring charge, per line	\$0.85	\$0.85

\* A Service Order Change Charge, as specified in Section 5.1, also applies.

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**SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**

**5.14 Blocking For 10XXX1+/10XXX011+**

This service prevents 10XXX1+ and 10XXX011+ calls from being completed and is offered subject to the availability of facilities. Provision of this service does not alleviate Customer responsibility for completed toll calls. An NRC also applies as specified in 5.1 of this tariff.

**5.15.1 Rates\***

	<u>Residence</u>	<u>Business</u>
Nonrecurring charge, per line	\$0.00	\$33.75
Monthly recurring charge, per line	\$0.10	\$0.10

\* A Service Order Change Charge, as specified in Section 5.1, also applies

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**SECTION 6.0 - ACCESS SERVICES**

**6.1 General**

Rates and regulations for the Company's Access Services may be found in the Company's North Dakota Price List No 2

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**SECTION 7.0 - SPECIAL ARRANGEMENTS**

**7.1 Contract Service Arrangements**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

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**SECTION 8.0 - PROMOTIONAL OFFERINGS****8.1 Special Promotions**

The Company may, from time to time, offer services in this Price List at special promotional rates and/or terms. Such promotional arrangements shall be filed with the Commission when so required. All rates and terms contained in this Price List shall continue to apply unless specifically addressed in the promotional agreements. Notice of such promotional offerings will be filed with the North Dakota Public Service Commission.

**8.2 \$20.00 Credit Promotion**

To incent potential customers to purchase any Home Edition Service, Trinsic will offer a one-time \$20 credit to Customers who presubscribe to any Home Edition Service. The \$20 credit will be applied to the Home Edition monthly recurring charge. No other call types, fees, surcharges or taxes or charges that appear on the same bill are eligible for the credit. This promotion will be offered across multiple sales channels, including but not limited to a coupon on the company's web site, through telemarketing, direct mail and joint marketing sales channels. The \$20 credit offer is available to new customers only and may not be combined with any other promotional offering except the Credit Card Billing Promotion. This promotion will be effective April 29, 2001 and continue through April 29, 2002.

**8.3 Winback Promotion**

In order to win back previous Trinsic Home Edition Customers who have discontinued service, the Company will offer a credit on the Customer's bill if the Customer subscribes again to any Trinsic Home Edition Service. The credit will consist of paying any past balance due Trinsic from previous service up to \$25 or \$25 in the case of Customers without a past due balance. This promotion will be effective April 29, 2001 and continue through April 29, 2002.

**8.4 Reserved For Future Use**

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**SECTION 8.0 - PROMOTIONAL OFFERINGS, (CONT'D.)****8.5 Trinsic Business Plus Promotion**

Beginning May 10, 2004 and continuing through June 10, 2004, any business Customer who commits via contract to 2500 local exchange lines presubscribed to Trinsic's Business Plus Service and who simultaneously commits to utilize the company's Conference Calling Service as presented in the Company's Interstate and International Product and Services Guide will receive an 18% discount on the monthly recurring charge for each presubscribed Business Plus Service line. The commitment for this service will be in writing. A contract term is not required. The per minute rates associated with this service will be billed at the tariffed rate

**8.6 Business Simplicity - Free Months Promotion**

Beginning with the effective date of this filing, (May 10, 2004) and continuing through June 30, 2004, new Trinsic Customers who subscribe to Business Simplicity Service may subscribe for a term commitment of 1 year or 2 years. Term Customers will receive a credit on their bill equal to the monthly recurring charge of the primary and additional lines presubscribed to this service based on the schedule as follows

One (1) year term commitment Customers will receive a credit for all primary and additional lines presubscribed to this service for the 6<sup>th</sup> month of service. The credit will appear on the month 7 invoice

Customers who subscribe for a two (2) year term commitment will receive a credit for all primary and additional lines presubscribed to this service for the 6<sup>th</sup> and 18<sup>th</sup> months of service. The credit will appear on the month 7 and month 19 invoices respectively

Lines that are disconnected prior to the end of the term of the contract will have a \$150 00 per line termination penalty unless a replacement line is put in place at the same time, as in the case of a move.

**SECTION 8.0 - PROMOTIONAL OFFERINGS, (CONT'D.)**

**8.7 Trinsic 1<sup>st</sup> and 6<sup>th</sup> Month Free Promotion**

New Trinsic Customers who subscribe to the Trinsic Unlimited service plan will have their 1<sup>st</sup> and 6<sup>th</sup> month's Monthly Recurring Charge (MRC)<sup>1</sup> waived for the primary line. Customers must make timely payment of their Monthly Recurring Charges through the 5<sup>th</sup> month of service in order to retain eligibility for the waiver of the MRC in the 6<sup>th</sup> month.

This promotion is available until November 1, 2005

<sup>1</sup> Taxes and regulatory surcharges and fees and services billed on a usage basis are not included.

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COMPETITIVE ACCESS PROVIDER SERVICES

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*This tariff, Trinsic Communications, Inc. North Dakota Price List No. 2  
cancels and replaces in its entirety  
Z-Tel Communications, Inc., North Dakota Price List No. 2*

NORTH DAKOTA

TELECOMMUNICATIONS ACCESS SERVICES TARIFF

OF

**TRINSIC COMMUNICATIONS, INC.**

This rate sheet contains the descriptions, regulations and rates applicable to the furnishing of competitive access service and facilities for telecommunications services provided by Trinsic Communications, Inc ("Trinsic") within the State of North Dakota. This tariff is on file with the North Dakota Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 601 South Harbour Island Boulevard, Suite 220, Tampa, Florida 33602.

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COMPETITIVE ACCESS PROVIDER SERVICES

CHECK SHEET

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

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
Title	Original	* 26	Original	* 52	Original *
1	Original	* 27	Original	* 53	Original *
2	Original	* 28	Original	* 54	Original *
3	Original	* 29	Original	* 55	Original *
4	Original	* 30	Original	* 56	Original *
5	Original	* 31	Original	*	
6	Original	* 32	Original	*	
7	Original	* 33	Original	*	
8	Original	* 34	Original	*	
9	Original	* 35	Original	*	
10	Original	* 36	Original	*	
11	Original	* 37	Original	*	
12	Original	* 38	Original	*	
13	Original	* 39	Original	*	
14	Original	* 40	Original	*	
15	Original	* 41	Original	*	
16	Original	* 42	Original	*	
17	Original	* 43	Original	*	
18	Original	* 44	Original	*	
19	Original	* 45	Original	*	
20	Original	* 46	Original	*	
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\*- indicates pages included in this filing

COMPETITIVE ACCESS PROVIDER SERVICES

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COMPETITIVE ACCESS PROVIDER SERVICES

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**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- D** Delete or discontinue.
- I** Change resulting in an increase to a customer's bill.
- M** Moved from another Price List location
- N** New
- R** Change resulting in a reduction to a customer's bill.
- T** Change in text or regulation but no change in rate or charge.

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**COMPETITIVE ACCESS PROVIDER SERVICES**

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**Price List FORMAT**

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

**B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Price List approval process, the most current page number on file with the Commission is not always the page in effect. Consult the Check Sheet for the page currently in effect.

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

2  
2 1  
2 1 1  
2 1.1 A.  
2 1.1.A.1  
2 1 1.A 1 (a)  
2 1.1 A.1.(a).I.  
2 1.1 A 1 (a) I (1)  
2 1 1 A 1 (a) I.(1).(1).

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COMPETITIVE ACCESS PROVIDER SERVICES

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**SECTION 1 - DEFINITIONS**

Certain terms used generally throughout this Price List for the Access Services of this Company are defined below.

Access Code: A uniform seven digit code assigned by the Company to an individual Customer. The seven digit code has the form 950-XXXX or 101XXXX.

Access Service. Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

Authorized User A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

Carrier or Common Carrier. See Interexchange Carrier or Exchange Carrier.

Co-Carrier Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state

Commission The North Dakota Public Service Commission

Common Channel Signaling (CCS): A high-speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

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**COMPETITIVE ACCESS PROVIDER SERVICES**

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**SECTION 1 - DEFINITIONS, (Cont'd.)**

Company: Trinsic Communications, Inc , issuer of this Price List

Constructive Order Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer

Customer The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's Price List regulations The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state

8XX Data Base Access Service: The term "8XX Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e , 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used

End User Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier

Entrance Facility: A trunk facility connecting the Customer's point of presence with the local switching center

Exchange Carrier Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

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

Inter-MTA Traffic - Wireless traffic originating on the network of a CMRS provider within one MTA and terminating to the Company's end-user subscribers in another MTA.

Intra-MTA Traffic - Wireless traffic originating on the network of a CMRS provider within a MTA and terminating to the Company's end-user subscribers in the same MTA.

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COMPETITIVE ACCESS PROVIDER SERVICES

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**SECTION 1 - DEFINITIONS, (Cont'd.)**

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

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 for the provision and administration of communications services

Line Information Data Base (LIDB): The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access. The connection between a Customer's premises and a point of presence of the Exchange Carrier

Local Switching Center: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Local Traffic: Traffic is "Local Traffic" under this Price List is: (1) the call originates and terminates in the same exchange area, or (11) the call originates and terminates within different Trinsic Exchanges that share a common mandatory local calling area, e g , a mandatory Extended Local Calling Service (ELCS) or Extended Area Service areas (EAS) or other like types of mandatory local calling scopes

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing. The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective Price List.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network

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**COMPETITIVE ACCESS PROVIDER SERVICES**

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**SECTION 1 - DEFINITIONS, (Cont'd.)**

Mutual Traffic Exchange A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network

Network Services The Company's telecommunications Access Services offered on the Company's Network

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

Optional Expanded Area Service Traffic (OEAS). Optional service found in large urban areas financed by separate charge on end users that elect service as defined by a Price List approved by the Commission

On-Hook: The idle condition of switched access or a telephone exchange service line.

Out of Band Signaling An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc )

Presubscription An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

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COMPETITIVE ACCESS PROVIDER SERVICES

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**SECTION 1 - DEFINITIONS, (Cont'd.)**

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

Service Order: The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this Price List.

Service(s): The Company's telecommunications Access Services offered on the Company's Network.

Signaling Point of Interface The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer

Signaling System 7 (SS7). The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Switched Access Service Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications Switched Access is available to carriers, as defined in this Price List

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection

Wireless Provider. Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission

Trinsic: Trinsic Communications, Inc , issuer of this Price List

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COMPETITIVE ACCESS PROVIDER SERVICES

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Trinsic Communications, Inc.

2 1 1 Scope

Trinsic's services offered pursuant to this Price List are furnished for Switched Access Service. Trinsic may offer these services over its own or resold facilities

Trinsic installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Price List Trinsic may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Trinsic network. The Customer shall be responsible for all charges due for such service agreement.

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

2 1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B. The furnishing of service under this Price List 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 from time to time, to furnish service as required at the sole discretion of the Company.
- C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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**COMPETITIVE ACCESS PROVIDER SERVICES**

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.1 Undertaking of Trinsic Communications, Inc., (Cont'd.)****2 1 3 Terms and Conditions**

- A Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice Unless otherwise specified herein, for the purpose of computing charges in this Price List, a month is considered to have 30 days.
- B Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or originating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.
- C. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2 1 3 D below
- D. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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COMPETITIVE ACCESS PROVIDER SERVICES

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.1 Undertaking of Trinsic Communications, Inc., (Cont'd.)**

2.1.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
  
- B. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this Price List, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein

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COMPETITIVE ACCESS PROVIDER SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Trinsic Communications, Inc., (Cont'd.)

2.1.4 Liability of the Company, (cont'd)

- C The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes, any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority, preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts work stoppages, or other labor difficulties
  
- D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services, or (b) for the acts or omissions of other Common Carriers

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COMPETITIVE ACCESS PROVIDER SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Trinsic Communications, Inc., (Cont'd.)

2 1.4 Liability of the Company, (cont'd )

- E The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
  
- F The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2 1 4.F as a condition precedent to such installations.
  
- G. The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.

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COMPETITIVE ACCESS PROVIDER SERVICES

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.1 Undertaking of Trinsic Communications, Inc., (Cont'd.)**

2.1.4 Liability of the Company, (cont'd )

- H Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this Price List, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service, and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this Price List.
  
- I The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this Price List including claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this Price List.

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COMPETITIVE ACCESS PROVIDER SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Trinsic Communications, Inc., (Cont'd.)

2 1 4 Liability of the Company, (cont'd.)

- J The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered
  
- K The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.
  
- L. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company services

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**COMPETITIVE ACCESS PROVIDER SERVICES**

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.1 Undertaking of Trinsic Communications, Inc., (Cont'd.)****2.1.4 Liability of the Company, (cont'd)**

- M. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.
- N. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

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**COMPETITIVE ACCESS PROVIDER SERVICES**

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.1 Undertaking of Trinsic Communications, Inc., (Cont'd.)****2 1.5 Notification of Service-Affecting Activities**

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

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**COMPETITIVE ACCESS PROVIDER SERVICES**

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.1 Undertaking of Trinsic Communications, Inc., (Cont'd.)****2 1 6 Provisions of Equipment and Facilities**

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Price List. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises 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.

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COMPETITIVE ACCESS PROVIDER SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Trinsic Communications, Inc., (Cont'd.)

2.1.6 Provisions of Equipment and Facilities, (cont'd)

- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Price List, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Price List and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission,
  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.
- G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.
- H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

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**COMPETITIVE ACCESS PROVIDER SERVICES**

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.1 Undertaking of Trinsic Communications, Inc., (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 unusual 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 arrangement of the Company and to all of the regulations contained in this Price List, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- 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. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services,
- D where facilities are requested in a quantity greater than that which the Company would normally construct,
- E where installation is on an expedited basis;

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COMPETITIVE ACCESS PROVIDER SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of Trinsic Communications, Inc., (Cont'd.)

2.1 8 Special Construction, (cont'd)

- F on a temporary basis until permanent facilities are available,
- G installation involving abnormal costs; or
- H. in advance of its normal construction schedules.

Special construction charges for Switched Access Service will be determined on an individual use basis

2 1 9 Ownership of Facilities

Title to all facilities provided in accordance with this Price List remains in the Company, its agents, contractors or suppliers

2.2 Prohibited Uses

- 2.2 1 The services the Company offers shall not be used for any unlawful purposes 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 their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions, and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.
- 2 2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others

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**COMPETITIVE ACCESS PROVIDER SERVICES**

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.3 Obligations of the Customer****2 3 1 The Customer shall be responsible for:**

- A. the payment of all applicable charges pursuant to this Price List;
- B. reimbursing the Company for 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. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment,
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, 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 Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2 3 1 C above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service,

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COMPETITIVE ACCESS PROVIDER SERVICES

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.3 Obligations of the Customer, (Cont'd.)**

2.3.1 The Customer shall be responsible for, (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 any Customer Premises or the rights-of-way for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises 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, and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

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COMPETITIVE ACCESS PROVIDER SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2 3 2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for.

- A any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
- B any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company

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**COMPETITIVE ACCESS PROVIDER SERVICES**

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.3 Obligations of the Customer, (Cont'd.)****2 3.3 Jurisdictional Reporting**

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

- A. Originating Access: Originating access minutes is only traffic originating from the Company Local Switching Center(s). The Customer should provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

- B. Terminating Access: For Feature Group D Switched Access Service(s), the Customer should provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Sections 2 3 3 D below.

If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

- C. Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

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**COMPETITIVE ACCESS PROVIDER SERVICES**

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.3 Obligations of the Customer, (Cont'd.)****2.3.3 Jurisdictional Reporting, (cont'd )**

- D Effective on the first of January, April, July and October of each year the Customer should update its interstate and intrastate jurisdictional report. The Customer should forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in 2.3.3A and 2.3.3B above.
- E. Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

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**COMPETITIVE ACCESS PROVIDER SERVICES**

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.3 Obligations of the Customer, (Cont'd.)****2 3 3 Jurisdictional Reporting, (cont'd )**

(cont'd )

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, as its own expense, has the right to retain an independent auditing firm.

**2.4 Customer Equipment and Channels****2.4.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company.

**2 4 2 Station Equipment**

A The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C F R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required, however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

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COMPETITIVE ACCESS PROVIDER SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2 4 2 Station Equipment, (cont'd )

- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2 4 3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense
- B. Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Price Lists of the other communications carriers which are applicable to such connections

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**COMPETITIVE ACCESS PROVIDER SERVICES**

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.4 Customer Equipment and Channels, (Cont'd.)**2.4.4 Inspections

- A Upon reasonable notification of the Customer, and at reasonable times, 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 wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- 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. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

**2.5 Payment Arrangements**2.5.1 Payment for Service

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

A Taxes

All charges and fees subject to MoPSC jurisdiction, except taxes and franchise fees, will be submitted to the MoPSC for prior approval.

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COMPETITIVE ACCESS PROVIDER SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges

Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this Tariff attributable to services established, provided, or discontinued during the preceding billing period. Any known unbilled charges for prior periods and any known adjustments also will be applied to the current bill.

Non-Recurring Charges are due and payable within 30 days after the invoice date.

The Company shall present invoices for all Charges monthly to the Customer.

Amounts not paid within 30 days after the date of invoice will be considered past due. Trinsic will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 30 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

The Customer shall notify the Company of any disputed items on an invoice within 90 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 accordance with the Commission's rules of procedures.

Any disputed charges must be paid when due. After the dispute is settled, the Customer will be credited with any payments in excess of those actually due the Company. The Company will also remit interest for all such credited amounts. Interest will be paid at rate required by the Commission for customer deposits.

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COMPETITIVE ACCESS PROVIDER SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Refusal and Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability.
- E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, 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 Price List, 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

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COMPETITIVE ACCESS PROVIDER SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2 5 3 Refusal and Discontinuance of Service, (cont'd.)

- F. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:
- 1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5 3 F 1 (a-e), if
    - (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
    - (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or
    - (c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2 5 3 A above; or
    - (d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used, or

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COMPETITIVE ACCESS PROVIDER SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2 5 3 Refusal and Discontinuance of Service, (cont'd )

F. (cont'd)

1. (cont'd)

(e) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the Price List charges for the service by:

I. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this Price List, or

II Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

III By delivering calls to or accepting calls from the Company's End User locations over Company switched local exchange services, or

IV. Continuing to have Company End Users presubscribed to the Customer, or

V. Any other Fraudulent means or devices, or

2 Upon ten (10) days' written notice to the Customer of any sum thirty (30) days past due,

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COMPETITIVE ACCESS PROVIDER SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements, (Cont'd.)

2 5 3 Refusal and Discontinuance of Service, (cont'd )

F. (cont'd)

3. Upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2 5 3 A, above; or
- 4 Seven (7) days after sending the Customer written notice of noncompliance with any provision of this Price List if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance

G. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred

2 5 4 Cancellation of Application for Service

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.

The special charges described will be calculated and applied on a case-by-case basis

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**COMPETITIVE ACCESS PROVIDER SERVICES**

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.6 Allowances for Interruptions in Service**

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

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to Trinsic. A Service Outage ends when the affected circuit and/or associated Trinsic equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the IXC, (ii) due to failure of equipment provided by the IXC, (iii) during any period in which Trinsic is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain access to the IXC's equipment, and (vi) due to mutually agreed upon maintenance and repair.

Credit Allowances received by Trinsic from the LEC for Off-Net facility outages which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice

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COMPETITIVE ACCESS PROVIDER SERVICES

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

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

2 6 1 Limitations on Allowances

No credit allowance will be made for.

- A. interruptions due to the negligence of, or noncompliance with the provisions of this Price List by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;
- B. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment,
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis,
- F. 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;
- G. interruption of service due to circumstances or causes beyond the control of the Company

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**COMPETITIVE ACCESS PROVIDER SERVICES**

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.7 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 (a) to 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 pursuant to any financing, merger or reorganization of the Company

**2.8 Notices and Communications**

2 8 1 Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes an order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes an order of switched access by the Customer In these cases, an invoice will be the first communication from the Company to the Customer In other instances a Service Order may be used.

2 8 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 the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2 8 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 the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill

2.8.4 All notices or other communications required to be given pursuant to this Price List shall 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 deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first

2 8.5 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.

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COMPETITIVE ACCESS PROVIDER SERVICES

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.9 Meet Point Billing**

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

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COMPETITIVE ACCESS PROVIDER SERVICES

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**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE**

**3.1 General**

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this Price List. These charges are in addition to other applicable charges set forth in other sections of this Price List

**3.1.1 Ordering Conditions**

Customer may order switched access through a Constructive Order, as defined herein, or through an ASR.

The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein

**3.1.2 Minimum Period of Service**

The minimum period for which Access Service is provided and for which charges are applicable is one month.

A. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

1. A change in the identity of the Customer of record, or
2. A move by the Customer to a different building

B. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service. All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge

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 COMPETITIVE ACCESS PROVIDER SERVICES
 

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## SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)

## 3.2 Miscellaneous Charges

Customer Requested Due Date Change <sup>1, 2</sup>	\$50, per order
Customer Requested Expedite <sup>2</sup>	\$250, per location, per order
Cancellation (after 3 business days from order placement) <sup>2</sup>	Full NRCs + \$250, per order
Design Change, DS0/DS1 <sup>2</sup>	\$150, per circuit
Design Change, DS3 and higher <sup>2</sup>	\$300, per circuit
Administrative Processing <sup>2</sup>	\$25, per order

<sup>1</sup> Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

<sup>2</sup> For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.

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**COMPETITIVE ACCESS PROVIDER SERVICES**

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**SECTION 4 - SWITCHED ACCESS SERVICE****4.1 General**

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's Premises.

Switched Access Service is available when originating or terminating calls from or to an end user which subscribes to the Company's Local Exchange Services.

Rates and charges are set forth in Section 5. The application of rates for Switched Access Service is described in Section 5.

**4.2 Provision and Description of Switched Access Service Arrangements****4.2.1 Feature Group Access**

FG Access is provisioned at the DS-1 level and provides trunk-side access to Local Switching Center switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).

All traffic is routed to and from the Company's local switching center via the Customer's tandem provider or via end office trucking, where available. Delivery of calls to, or acceptance of calls from, the Company's End User locations over Company-switched local exchange services shall constitute an agreement by the Customer to purchase switched access services as described herein. The Company reserves the right to require the Customer to submit an ASR for switched access.

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COMPETITIVE ACCESS PROVIDER SERVICES

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**SECTION 4 - SWITCHED ACCESS SERVICE, (Cont'd.)**

**4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)**

4.2.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality

4.2.3 Call Types

The following Switched Access Service call types are available

- A Originating FG Access
- B Originating 800 FG Access
- C Terminating FG Access

4.2.4 Originating FG Access

The access code for FG Access switching is a uniform access code of the form 1+ or 011+ or 101XXXX. For 101XXXX dialing a single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (#) for cut-through access to the Customer's premises. The Company will provide originating FG access consistent with dialing parity obligations.

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**COMPETITIVE ACCESS PROVIDER SERVICES**

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**SECTION 4 - SWITCHED ACCESS SERVICE, (Cont'd.)****4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)****4.2.5 Originating 800 FG Access**

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

**4.2.6 Terminating FG Access**

FG Access, when used in the terminating direction, may only be used to access end users who are subscribing to the Company's Local Exchange Services. Calls in the terminating direction will not be completed to 950-0XXX or 950-1XXX access codes, local operator assistance (0- and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 101XXXX access codes.

**4.3 Reports and Testing**

4.3.1 Design Layout Report At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

4.3.2 Acceptance Testing At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d c continuity and operational signaling

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COMPETITIVE ACCESS PROVIDER SERVICES

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SECTION 5 - SWITCHED ACCESS RATES

**5.1 General**

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services

There are three types of rates and charges that apply to Switched Access Service:

- Non-Recurring Charges One-time charges that apply for a specific work activity.
- Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place
- Usage Charges: Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

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COMPETITIVE ACCESS PROVIDER SERVICES

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SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.2 Rate Categories

5 2 1 There are several rate categories which apply to Switched Access Service

- Blended Carrier Switched Access Originating
- Blended Carrier Switched Access Terminating
- Toll-Free 8XX Data Base Access Service

The Company provides originating and terminating switched access service through a single blended rate based on aggregate traffic volumes from the following cost categories:

Common Line

The Common Line cost category establishes the charges related to the use of Company-provided end user common lines by customers and end users for intrastate access.

Switched Transport

The Switched Transport cost category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications.

End Office Switching

The End Office Switching cost category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

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COMPETITIVE ACCESS PROVIDER SERVICES

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**SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)**

**5.2 Rate Categories, (Cont'd.)**

5.2.2 Toll-Free 8XX Data Base Query

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

5.2.3 Optional Features

Other optional features may be available on an Individual Case Basis (ICB).

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**COMPETITIVE ACCESS PROVIDER SERVICES**

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**SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)****5.3 Billing of Access Minutes**

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center - (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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COMPETITIVE ACCESS PROVIDER SERVICES

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SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.4 Rates and Charges

5 4 1 Blended Carrier Switched Access

The Blended Carrier Switched Access rate includes Carrier Common Line, Switching and Transport

	<u>Per Minute Rate</u>
Originating	\$0.0368700
Terminating	\$0 0368700

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COMPETITIVE ACCESS PROVIDER SERVICES

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SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.4 Rates and Charges, (Cont'd.)

5 4 2 Toll-Free 8XX Data Base Query

Per Query \$0.0041

5 4 3 Switched Access Optional Features

*All Optional Features are offered on an Individual Case Basis (ICB)*

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COMPETITIVE ACCESS PROVIDER SERVICES

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**SECTION 6 - LOCAL TRAFFIC EXCHANGE AND TERMINATION**

**6.1 General**

This section establishes the methodology for the exchange and termination of local traffic for carriers that do not have an interconnection agreement with the Company

**6.2 Ordering Conditions**

The Customer may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein

**6.3 Local Traffic Compensation**

Local traffic exchange will be conducted under a Bill and Keep arrangement. All local traffic will be exchanged under a Meet Point Billing Arrangement unless and until either the Commission or FCC requires an alternative approach for the exchange of usage information for such traffic for use by all industry participants, pursuant to which the Company and the Terminating Carriers shall recover the costs of transporting and terminating such traffic on their networks from other parties in accordance with the then applicable regulations, including to the extent practicable, any Internet Service Provider access charge exemption. This provision does not apply to access traffic, transit traffic, or wireless traffic.

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**COMPETITIVE ACCESS PROVIDER SERVICES**

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**SECTION 7 - CONTRACTS AND INDIVIDUAL CASE BASIS ARRANGEMENTS****7.1 Contracts**

The Company may provide any of the services offered under this Price List, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this Price List do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

**7.2 Individual Case Basis Arrangements**

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

ICB rates will be structured to recover the Company's cost of providing the service and will be made available to the Commission upon request on a proprietary basis. ICB rates will not be used for switched services.

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**COMPETITIVE ACCESS PROVIDER SERVICES**

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**SECTION 8 - MISCELLANEOUS SERVICES****8.1 Wireless Termination Service**

This tariff applies to intraMTA traffic originated by a Commercial Mobile Radio Service (CMRS) provider and terminated to end-user subscribers of the Company (i.e., wireless to wireline traffic) without the direct interconnection of the CMRS provider's and the Company's networks and where the CMRS provider is physically connected with and delivers traffic to a third party ILEC(s) which in turn delivers the traffic to the Company.

- 8.1.1 This service is provided to Commercial Mobile Radio Service (CMRS) providers licensed by the Federal Communications Commission (FCC)
- 8.1.2 Wireless Termination Service is limited to wireless-to-wireline traffic that originates and terminates within the same Major Trading Area (MTA) (i.e., intraMTA traffic). The Major Trading Area as defined in 47 C.F.R. paragraph 24-102 of the FCC Rules and Regulations.
- 8.1.3 Wireless Termination Service is not available to wireless-to-wireline traffic that originates and terminates in two different MTAs (i.e., interMTA traffic). In those situations where a CMRS provider terminates interMTA traffic to the end-user subscribers of the Company then the rates, terms and conditions of the appropriate access tariff of the Company (either intrastate or interstate) will apply.
- 8.1.4 These Regulations and Rates are in addition to the Regulations, Rate and Charges in other Company tariffs.

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**COMPETITIVE ACCESS PROVIDER SERVICES**

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**SECTION 8 - MISCELLANEOUS SERVICES, (CONT'D.)****8.1 Wireless Termination Service, (cont'd.)**

- 8.1.5 This tariff applies except as otherwise provided in 1) an interconnection agreement between the CMRS provider and the Company approved by the Commission pursuant to the Act, or 2) a terminating traffic agreement between the CMRS provider and the Company approved by the Commission
- 8.1.6 The Company shall issue a bill to the CMRS provider based on the best information available to the Company including, but not limited to, records of terminating traffic created by the Company at its end office or tandem switch. If possible, the CMRS provider will provide to the Company billing records in standard industry formats regarding calls it originates that terminate on the Company's network. Records will be provided at an individual call detail record, if possible, with sufficient information to identify the specific date and time of the call, the call duration, and the originating and terminating numbers. If a CMRS provider is unable to provide billing records of the calls that it originates to the Company, the Company may use usage reports and/or records generated by a third party ILEC whose network is used to transit the traffic as the basis for billing the CMRS provider. If the CMRS provider is unable to provide billing records, the CMRS provider will have the responsibility of providing, on a quarterly basis (or as otherwise agreed to by the Company), a report to the Company providing the percentage of the CMRS provider's traffic terminated to the Company that is intraMTA or interMTA traffic. The report will also detail what percentage of the interMTA traffic is intrastate and what percentage is interstate. Such reports shall be based on studies of actual traffic originated by the CMRS provider and terminated to the Company

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**COMPETITIVE ACCESS PROVIDER SERVICES**

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**SECTION 8 - MISCELLANEOUS SERVICES, (CONT'D.)****8.1 Wireless Termination Service, (cont'd.)**

- 8 1 7 Reports regarding the percentages of intraMTA or interMTA traffic (and the intrastate or interstate jurisdiction of interMTA traffic) shall be based on a reasonable traffic study conducted by the CMRS providers and available to the Company upon request. Such studies shall be conducted no less frequently than once each quarter to ensure that the CMRS provider is using an accurate intraMTA/interMTA percentage. The CMRS provider shall pay the Company for all charges in accordance with the rates set forth in this tariff. Such payments are to be received within thirty (30) days from the effective date of the billing statement. The CMRS provider shall pay a late charge on any undisputed charges which are not paid within the thirty (30) day period. The rate of the late charge shall be the lesser of 1.5% per month or the maximum amount allowed by law. The CMRS provider shall pay the Company the reasonable amount of the Company's expenses related to collection of overdue bills, such amounts to include reasonable attorney fees. The CMRS provider will be responsible for the accuracy and quality of its data as submitted to the Company. Upon reasonable written notice, the Company or its authorized representative shall have the right to conduct a review and verification of the CMRS provider to give assurances of compliance with the provisions of this tariff. This includes on-site verification reviews at the CMRS provider's or vendor locations. The review may consist of an examination and verification of data involving records, systems, procedures and other information related to the traffic originated by the CMRS provider and terminated to the Company. The CMRS provider will provide the Company with reasonable access to such information as is necessary to determine amounts payable under this tariff.
- 8 1.8 If the CMRS provider fails to comply with any of the terms and conditions of this tariff, including any payments to be made by it on the dates and times herein specified, the Company, may on five (5) day's written notice by Certified U S Mail to the CMRS provider, refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying CMRS provider at any time thereafter, or may discontinue the provision of the services to the non-complying CMRS provider at any time thereafter. In the case of such discontinuance, all applicable tariff charges shall become due. If the Company is unable to effectuate discontinuance of service at its own office it may request the assistance of other LECs with whom the Company's network is connected.

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COMPETITIVE ACCESS PROVIDER SERVICES

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**SECTION 8 - MISCELLANEOUS SERVICES, (CONT'D.)**

**8.1 Wireless Termination Service, (cont'd.)**

8.1 9 Rates and Charges

Rates for termination of IntraMTA Traffic (per MOU).

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