

ADVANCED SERVICES

SECTION 2 – REGULATIONS

2.1 Undertaking of Company

- 2.1.1** Company will furnish Services originating or terminating at specified points within the United States.
- 2.1.2** Company shall operate and maintain Service provided hereunder in accordance with the terms and conditions set forth in this Tariff. In the event that Company transfers Service to an affiliate, subsidiary or assign, Company shall transfer all rights and obligations set forth in the Tariff to that affiliate, subsidiary or assign.
- 2.1.3** Company may, when authorized by Customer, act as Customer's agent for ordering dedicated access lines, facilities or network elements provided by other carriers to allow connection of Customer's locations to Company's network or to the network of an underlying carrier or Service.
- 2.1.4** Company will pass on and bill to Customer any charges it incurs (including any applicable recurring and nonrecurring charges, time and material charges, or special construction charges) from other service providers, such as ILECs, IXCs and CLECs, necessary to complete provision or maintenance of a Service to Customer's designated premises.
- 2.1.5** Company will pass on and bill to Customer any charges it incurs (including any applicable cancellation or termination charges) from other service providers, such as ILECs, IXCs and CLECs, if Customer cancels an order prior to the Company committed Service date.
- 2.1.6** Services are provided 24 hours daily, seven days per week except as set forth in other sections of the Tariff.
- 2.1.7** Company shall be responsible for the installation, operation and maintenance of the Services.
- 2.1.8** Company reserves the right to test its Services for purposes including, but not limited to, the installation, operation and maintenance of the Services. Invasive testing may result in interruptions of Service.
- 2.1.9** Facilities utilized by Company to provide Service shall remain the property of the Company.
- 2.1.10** Company does not warrant that its facilities and Services meet standards other than those set forth herein, in specifically referenced industry standards or in network change notifications issued in compliance with Federal Rules and Regulations.

2.2 Limitations of Service

- 2.2.1** Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this Tariff. Service may not be available in some locations or in some areas.

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SECTION 2 – REGULATIONS (Cont'd)

2.2 Limitations of Service (Cont'd)

- 2.2.2** Company reserves the right to discontinue furnishing Service, or to limit the use of the Service, when necessitated by conditions beyond its control, when Customer is using Service in violation of the law or in violation of the provisions of this Tariff or for nonpayment by Customer.
- 2.2.3** Customer may not transfer or assign the use of Service, except with the prior written consent of Company. All of this Tariff shall apply to any such permitted assignee or transferee. Except and to the extent that applicable laws or regulation require such notice, Company may assign its rights and obligations hereunder in whole or in part without notice to Customer.
- 2.2.4** Company may require Customer to sign an application form furnished by Company and to establish credit as provided in this Tariff, as a condition precedent to the initial establishment of Service. Company's acceptance of an order for Service to be provided to an applicant whose credit has not been duly established may be subject to the deposit provisions of this Tariff. Company may also require a signed authorization from Customer for additions to or changes in existing Service for such Customer.

2.3 Limitations of Liability

- 2.3.1** The Company's liability for its willful misconduct, if any, is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of 2.3.2 through 2.3.7, following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this tariff as a credit allowance for a service interruption. (Cx)
- 2.3.2** The Company shall not be liable for any act or omission of any other carrier or Customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.
- 2.3.3** Section Not in Use.
- 2.3.4** The Company is not liable for damages to the Customer's premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence. (Cx)

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ADVANCED SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.3 Limitations of Liability (Cont'd)

- 2.3.5** When a Customer is provided service under this tariff, the Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from the customer's use of services offered under this tariff, involving: (Cx)
- (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications;
 - (2) Claims for patent infringement arising from the Customer's acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by the Customer; or
 - (3) All other claims arising out of any act or omission of the Customer in the course of using services provided pursuant to this tariff.
- 2.3.6** The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to the Customer's use of the services so provided.
- 2.3.7** No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the Customer against claims of patent infringement arising solely from the use by the Customer of services offered under this tariff and will indemnify such Customer for any damages awarded based solely on such claims. (Cx)

2.4 Force Majeure

Company will not be liable for any loss or damage resulting from any cause beyond Company's reasonable control, such as, but not limited to, fire, explosion, lightning, flood, earthquake, power surges or failures, strikes or labor disputes, floods, storms, tornadoes, acts of war, civil disturbances, acts of civil or military authorities or the public enemy, delays caused by Customer, Customer Equipment or Customer Service or equipment vendors or any other cause beyond Company's reasonable control.

On the occurrence of any such event and to the extent such occurrence interferes with Company's obligation under this Tariff, Company will be excused from such obligations during the period of such interference, provided that Company uses all reasonable efforts available to Company to avoid or remove such causes of inability to meet such obligation.

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SECTION 2 – REGULATIONS (Cont'd)

2.5 Law Enforcement and Civil Process

- 2.5.1** Intercept Devices. Local and federal law enforcement agencies periodically request information or assistance from telecommunications carriers. When Company receives a request associated with the Customer, Company will comply with any valid request, to the extent Company is able to do so. If such compliance requires the assistance of Company, such assistance will be provided.
- 2.5.2** Subpoenas. If Company receives a subpoena for information concerning an End User Company knows to be Customer's End User, Company will refer the subpoena to the requesting entity indicating that Customer is the responsible company. Provided, however, if the subpoena requests records for a period of time during which Company was the End User's Service provider, Company will respond to any valid request to the extent Company is able to do so. If response requires the assistance of Customer, such assistance shall be provided by Customer.

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SECTION 2 – REGULATIONS (Cont'd)

2.6 Provision of Services

2.6.1 Company will provide to the Customer the Services at the specified rates and charges, to the extent that such Services are or can be made available with reasonable effort.

2.6.2 The Services are provided over such routes and facilities as Company may elect. Requests for special facilities or routing of Service may require special construction charges. Special construction is required if 1) facilities or equipment is not available to meet an order for Service and Company or its vendors must construct facilities; 2) Customer requests Service to be furnished using a type of facility or equipment, or via a route, other than that which Company would normally utilize in providing the requested Service; or 3) Customer requests construction be expedited resulting in added cost to Company.

Special construction charges will be developed based on estimated costs.

Written Customer approval and prepayment of all special construction charges must be provided to Company prior to start of construction. In the event the special construction charges are not acceptable to Customer and Customer refuses to pay those charges, Customer or Company can elect to terminate the request for service without penalty.

Company reserves the right to refuse Service if such special facilities or routing is deemed by Company to be detrimental to its economic, operational, security or other such interest.

2.7 Operation and Maintenance**2.7.1 Maintenance of Service**

Company shall maintain the Services. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by Company, other than by connection or disconnection to any interface means used, except with the written consent of Company.

Company reserves the right to temporarily suspend Service to allow for maintenance.

2.7.2 Availability of Testing

At times the Services shall be available to Company in order to permit Company to make tests and adjustments appropriate for maintaining the Services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

ADVANCED SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.7 Operation and Maintenance (Cont'd)**2.7.3 Interference or Impairment**

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than Company and associated with the facilities utilized to provide the Services shall not interfere with or impair Service over any facilities of Company, its affiliated companies or its connecting or concurring carriers involved in its Services, cause any damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Company will, where practicable, notify the Customer that temporary discontinuance of the use of a Service may be required. Where prior notice is not practicable, nothing contained herein shall be deemed to preclude Company's right to temporarily discontinue forthwith the use of a Service 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 that gave rise to the temporary discontinuance. In such case the condition is not promptly or adequately corrected, Company shall immediately discontinue Service.

2.8 Refusal and Discontinuance of Service

2.8.1 Company may refuse additional applications for Service or discontinue the provision of Services as set forth below if a Customer fails to comply with this Tariff ("Non-complying Customer").

On thirty (30) calendar days written notice to the person designated by that Customer to receive such notices of noncompliance, Company may:

2.8.1.A Refuse additional applications for Service and/or refuse to complete any pending orders for Service by the Non-complying Customer at any time thereafter. If Company does not refuse additional applications for Service on the date specified in the thirty (30) calendar days' notice, and the Customer's noncompliance continues, nothing contained here shall preclude Company's right to refuse additional applications for Service to the Non-complying Customer without further notice; or

2.8.1.B Discontinue the provision of the Services to the Non-complying Customer at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If Company does not discontinue the provision of Services involved on the date specified in the thirty (30) calendar days' notice and the Customer's noncompliance continues, nothing contained herein shall preclude Company's right to discontinue the provision of the Services to the Non-complying Customer without further notice.

2.8.2 When Service is provided by more than one company, the companies involved in providing the joint Service may individually or collectively deny Service to a Non-complying Customer.

ADVANCED SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.9 USE OF SERVICE**2.9.1 Assignment and Transfer of Facilities**

2.9.1.A The Customer may not assign, or transfer (e.g. through mergers, acquisitions, consolidations, etc.) the use of Services except, where there is no interruption of use or relocation of the Services, such assignment or transfer may be made to:

2.9.1.A.1 Another Customer, whether an individual, partnership, association or Corporation, provided the assignee or transferee assumes all outstanding indebtedness for such Services, the unexpired portion of the minimum period or Term Pricing Plan (TPP), the applicable charges associated with any name change on billing and Service records, and the termination liability applicable to such Services, if any; or,

2.9.1.A.2 A court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period or TPP, the applicable charges associated with any name change on billing and Service records, and the termination liability applicable to such Services, if any.

2.9.1.B In all cases of assignment or transfer, the written acknowledgement of Company is required prior to such assignment or transfer and such acknowledgement shall be made within fifteen (15) calendar days from the receipt of notification. The assignee or transferee (new Customer) shall provide to Company the written release of the use of such Services from the assignor or transferor (former Customer). All terms, conditions and applicable charges, as set forth in this Tariff, shall apply to such assignee or transferee.

2.9.1.C The assignment or transfer of Services does not relieve or discharge the assignor or transferor from remaining jointly and severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

2.9.2 Unlawful and Abusive Use

2.9.2.A The Services shall not be used for an unlawful purpose or used in an abusive manner, however, Company is in no way obligated to monitor or police such activity. Abusive use includes:

2.9.2.A.1 The use of the Service by Customer, anonymously or otherwise, in a manner reasonably expected to frighten, abuse, torment or harass another; or,

ADVANCED SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.9 Use of Service (Cont'd)**2.9.2 Unlawful and Abusive Use (Cont'd)**

2.9.2.A.2 The use of the Service in such a manner as to interfere unreasonably with the use of the Service by one or more Customers.

2.9.2.B Company shall, upon written request from a Customer, another telecommunications company or lawful authority, terminate Service to any subscriber or Customer identified as having utilized Service in the completion of abusive or unlawful transmissions.

2.9.2.C In such instances when termination occurs, Company shall be indemnified, defended and held harmless by the Customer or any other telecommunications company or party against any claim, loss or damage arising from Company's actions in terminating such Service, unless caused by the negligence of Company.

2.10 Obligations of the Customer**2.10.1 Equipment, Space and Power**

The Customer shall furnish, or arrange to have furnished, to Company, at no charge, an environment conducive to the operations of equipment, as well as the space and electrical power required by Company to provide the Services at the points of termination of such Services. The selection of AC or DC power shall be mutually agreed to by the Customer and Company. The Customer shall also make necessary arrangements in order that Company may have access to such spaces at reasonable times for installing, testing, repairing or removing Services of Company.

2.10.2 References to Company

The Customer may advise End Users that certain Services are provided by Company in connection with the Service the Customer provides to End Users. However, the Customer shall not represent that Company jointly participates in the Customer's Services. Customer may not use any logo, trademark or other intellectual property right of Company without prior written permission.

ADVANCED SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.10 Obligations of the Customer (Cont'd)**2.10.3 Damages**

The Customer shall reimburse Company for damages to Company facilities utilized to provide Services caused by the negligence, gross negligence or intentional act or omission of the Customer or resulting from the Customer's improper use of Company facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one Customer liable for the actions of another Customer. Upon reimbursement for damages, Company will cooperate with the Customer in prosecuting a claim against the person causing such damage. The Customer shall be subrogated to the right of recovery by Company for the damages to the extent of such payment.

2.10.4 Claims and Demands for Damages

2.10.4.A With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect and hold harmless Company from and against all claims arising out of combining with, or use in connection with, the Services, any circuit, apparatus, system or method provided by the Customer.

2.10.4.B The Customer shall defend, indemnify and hold harmless Company from and against any suits, claims and losses or damages, including punitive damages, attorneys' fees and court costs by third persons, arising out of the construction, installation, operation, maintenance or removal of the Customer's circuits, facilities or equipment connected to Company's Services including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's circuits, facilities or equipment, and proceedings to recover taxes, fines or penalties for failure of the Customer to obtain or maintain, in effect, any necessary certificates, permits, licenses or other authority to acquire or operate the Services; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death or person injury unless such suits, claims or demands are based on the tortious conduct of the Customer, its officers, agents or employees.

2.11 Grandfathered Customer Contracts

2.11.1 Customer contracts or service agreements executed with Company prior to the effective date of this tariff ("existing contracts") are grandfathered as of the effective date of this tariff and all rates, terms and conditions contained therein remain in effect.

ADVANCED SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.11 Grandfathered Customer Contracts (Cont'd)

2.11.2 Customers with existing contracts containing only month to month rates, terms and conditions are on constructive notice that their service(s) will be converted to applicable month to month tariffed rates, terms and conditions ninety (90) calendar days after the effective date of this tariff.

2.12 Payment and Billing

2.12.1 Company or its billing agent will bill Customer (and not Customer's End User) and Customer will pay to Company or its billing agent on a monthly basis the charges set forth in this Tariff. Charges will commence on the date Service is made available by Company and will continue through the date Service is disconnected.

2.12.2 Charges are due on the date specified on the bill ("Payment Date").

2.12.3 If the entire amount billed, exclusive of any amount disputed by the Customer, is received by the Company after the Payment Date or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment charge will apply to the unpaid balance.

State	Late Payment Charge
Arkansas, Kansas, Oklahoma	The late payment charge will be equal to the lesser of: (1) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains; or (2) 0.0005 per day compounded daily and applied for each month or portion thereof that an outstanding balance remains.
California, Nevada	The late payment charge shall be calculated at 1.5% per month or portion thereof for the period from the due date until the payment is received.

(Dx)

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ADVANCED SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.12 Payment and Billing (Cont'd)

2.12.3 (Cont'd)

State	Late Payment Charge
Missouri	The late payment charge will be equal to the lesser of: (1) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains; or (2) 0.0005 per day, compounded daily and applied for each month or portion thereof that an outstanding balance remains. Until such time as the Company receives authorization to assess late payment charges, late payment charges will not apply to services purchased by the government of the State of Missouri.
Texas	The late payment charge will be equal to the lesser of: (1) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains; or (2) 0.0005 per day, compounded daily and applied for each month or portion thereof that an outstanding balance remains. Until such time as the Company receives authorization to assess late payment charges, late payment charges will not apply to services purchased by the government of the State of Texas, including service to an agency in any branch of government.
Illinois, Indiana, Michigan, Ohio, Wisconsin	The late payment charge will be equal to the lesser of: (1) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, applied on a simple interest basis for the number of days from the payment due date to and including the date that the Customer actually makes the payment to the Company, or (2) 0.000493 per day, (annual percentage rate of 18.0% applied on a simple interest basis for the number of days from the payment date to and including the date that the Customer actually makes the payment to the Company.

(Cx)

(Cx)

2.12.4 Customer is responsible for payment of all charges for Service furnished to or used by Customer, or Customer's agents, servants, employees, or End Users. Customer is also responsible for payment of charges for all other third persons' use of Service to which Customer subscribes. All charges due from Customer are payable to Company or to Company's authorized billing agent in immediately available U.S. dollars. Adjustments to Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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SECTION 2 – REGULATIONS (Cont'd)

2.12 Payment and Billing (Cont'd)

2.12.5 In the event that a billing dispute is resolved in favor of the Customer, no late payment charge will apply to the disputed amount and the Customer will receive a credit equal to the overcharged amount.

(Cx)

(1) Interest Credit

The Customer will receive an interest credit if objections to billed charges were reported to the Company as specified in 2.12.4, preceding. In addition the Customer must have paid the total amount billed in dispute and the billing dispute must be resolved in favor of the Customer.

(2) Interest Credit Period

When a claim is filed within 130 days from the bill date, the period covered by the interest credit shall begin on the date that the Company receives payment in immediately available funds. When a claim is filed more than 130 days after the bill date, the period covered by the interest credit shall begin on the date of the claim or the date of overpayment, whichever is later. The period covered by the interest credit shall end on the date that the Customer's account is credited.

(Cx)

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SECTION 2 – REGULATIONS (Cont'd)

2.12 Payment and Billing (Cont'd)

2.12.5 (Cont'd)

(3) Calculation of Interest Credit

Interest credit shall be calculated based upon the portion of the disputed amount resolved in the customer's favor multiplied by:

Arkansas, Kansas, Oklahoma, Texas	The lesser of: (a) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains; or (b) 0.000657 per day, compounded daily and applied for each month or portion thereof that an outstanding balance remains.
Missouri	The lesser of: (a) The highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains; or (b) 0.000590 per day, compounded daily and applied for each month or portion thereof that an outstanding balance remains.
Illinois, Indiana, Michigan, Ohio, Wisconsin	.000493 per day (annual rate of 18.0%) applied on a simple interest basis.
California, Nevada	1.5% per month or portion thereof.

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(Dx)

2.12.6 In the event that a billing dispute is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to a late payment charge determined in accordance with 2.12.3, preceding, and applied to such disputed charges.

2.12.7 The security of Customer's authorization or access codes is the responsibility of Customer. Customer shall be responsible for payments of all charges applicable to the Service, including in cases where the Service was accessed in a manner not authorized by the Customer.

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SECTION 2 – REGULATIONS (Cont'd)

2.12 Deposits, Advance Payments and Adjustments

2.13.1 To protect itself from the risk of non-payment, the Company may require a Customer to provide a cash deposit in those instances specified in 2.13.1(A) below.

(Cx)

(A) There is a proven history of late payments or the Customer has not demonstrated established credit. A proven history of late payments is defined as 2 or more occasions within the preceding 12 months in which payment(s) for the undisputed charges of that month's total billings (sum of all bills sent in that month for all accounts for all services provided under this tariff by the Company) was

- (1) not received within 3 business days following the payment due date and
- (2) the payment(s) not received within 3 business days represented at least 10% of the month's total billings for all accounts for all services provided under this tariff by the Company.

Example for January 2005 billings:

Assume:

- \$100 payment for a January billing received on the due date
- \$100 payment for a January billing received 1 business day late
- \$100 payment for a January billing received 4 business days late

Total January billings for all accounts for all services provided under this tariff by the Company sum to \$300. There are no disputes.

One payment is recognized as being late since it is beyond 3 business days late and it represents 33% of the monthly billings. This would represent the first occasion of a monthly late payment.

Disputed billed amounts for the sake of this section are disputed via the process outlined in 2.12.4, preceding.

In the event that a Customer has a history of late payments or has not demonstrated established credit, the Company may require the Customer to pay a two-month deposit based on the total charges billed and rendered by the Company for the most recent two months of service. In the event the Customer has not received two months of service from the Company, the two-month deposit will be based on charges estimated by the Company for the initial two-month period.

The Company will provide the Customer written notice by Overnight Delivery as described in 2.8.1, if a deposit is required under this section. The Customer must pay the two-month deposit within 15 business days following the date the written notice is sent to the Customer. Such notice period will begin the day after the notice is sent. If the Customer fails to pay the deposit by the due date, as described above, the Company may send the Customer a written notice by Overnight Delivery stating that if the deposit is not received within 15 calendar days of the original deposit due date, the Company may take any or all of the actions specified in Section 2.8.1.

(Cx)

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SECTION 2 – REGULATIONS (Cont'd)

2.13 Deposits, Advance Payments and Adjustments

2.13.1 (Cont'd)

Simple interest at a rate set forth following will accrue on cash deposits. Simple interest will be applied for the number of days from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company.

(Cx)

The cash deposit will be returned, with any accrued, uncredited interest within 15 business days of when a Customer with a history of late payments or no established credit history demonstrates a one-year prompt payment record (undisputed billed balances are paid within the bill payment requirements outlined in 2.12.2 and 2.12.4).

In the event the provision of all service to the Customer is terminated and the Company maintains a cash deposit from the Customer, the deposit and any accrued, uncredited interest will be applied to any outstanding sums owed to the Company, and any remaining balance will be returned to the Customer.

(Cx)

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SECTION 2 – REGULATIONS (Cont'd)

2.13 Deposits, Advance Payments and Adjustments

2.13.1 (Cont'd)

State	Deposit Interest Rate
Arkansas	Simple interest, at a rate set annually by the Arkansas Public Service Commission.
California	The customer will receive simple interest at the rate of 1.5 percent per month (18% per year) for each month or portion thereof that a deposit is held.
Illinois, Indiana, Michigan, Ohio, Wisconsin	The lower of: (i) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, applied on a simple interest basis for the number of days from the payment due date to and including the date that the customer actually makes the payment to the Company, or (ii) 0.000493 per day, (annual percentage rate of 18.0% applied on a simple interest basis for the number of days from the payment date to and including the date that the customer actually makes the payment to the Company.
Kansas	All security deposits earn an annual interest rate as determined by the Kansas Commission in accordance with K.S.A. 12-822.
Missouri	Simple interest at the rate of 9% per annum will be paid on deposits.
Nevada	The customer will receive simple interest for each month or portion thereof that a deposit is held at the rate computed per Nevada Revised Statute (NRS) Chapter 704.655, which is at the rate fixed for 6-month Treasury bills of the United States at the first auction: (i) On or before December 1 of any year for the period from January 1 to June 30 of the succeeding year, or (ii) On or after June 1 of any year for the period from July 1 to December 31 of that year.
Oklahoma	The interest rate shall be equal to the current simple interest rate established by the Director of the Public Utility Division.
Texas	Simple interest, set annually by the Public Utility Commission of Texas at a rate of not less than 6% per annum or greater than 12% per annum, will be paid on deposits.

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SECTION 2 – REGULATIONS (Cont'd)

2.13 Deposits, Advance Payments and Adjustments

- 2.13.2** The fact that a security deposit has been made in no way relieves Customer from prompt payment of bills upon presentation.
- 2.13.3** Company may require or receive advance payment from Customer for purposes including, but not limited to security deposit.
- 2.13.4** Company reserves the right to issue credits and adjustments to Customer.

2.14 Taxes

- 2.14.1** With respect to any purchase of Service, if any Federal, state or local government tax, fee, surcharge, or other tax-like charge (a "Tax") is required or permitted by applicable law, ordinance regulation or tariff to be collected from Customer by Company, then (i) Company will bill Customer for such Tax, (ii) Customer will timely remit such Tax to Company, and (iii) Company will remit such collected Tax to the applicable taxing authority.

With respect to contributions to funds applicable to Company's Services, Company shall solicit, collect and remit funds in accordance with applicable laws and regulations.

- 2.14.2** If Company does not collect a Tax because Customer asserts that it is not responsible for the Tax or is otherwise excepted from the obligation, which is later determined by formal action to be wrong then, as between Company and Customer, Customer will be liable for such uncollected Tax and any interest due and/or penalty assessed on the uncollected Tax by the applicable taxing authority or governmental entity.
- 2.14.3** If Company or Customer is audited by a taxing authority or other governmental entity both Company and Customer agree to reasonably cooperate with the other being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 2.14.4** If applicable law excludes or exempts a purchase of Services from a Tax, and if such applicable law also provides an exemption procedure, such as an exemption certificate requirement, then, if Customer complies with such procedure, Company, subject to section 2.14.2 above, will not collect such Tax during the effective period of the exemption. Such exemption will be effective upon Company's receipt of the exemption certificate or affidavit.

ADVANCED SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.14 Taxes (Cont'd)

- 2.14.5** If applicable law excludes or exempts a purchase of Services from a Tax, but does not also provide an exemption procedure, then Company will not collect such Tax if Customer (i) furnishes Company with a letter signed by an officer of Customer claiming an exemption and identifying the applicable law which allows such exemption, and (ii) supplies Company with an indemnification agreement, reasonably acceptable to Company, which holds Company harmless on an after-tax basis with respect to forbearing to collect such Tax.
- 2.14.6** With respect to any Tax or Tax controversy covered by this section, Customer will be entitled to contest, pursuant to applicable law, and at its own expense, any Tax that it is ultimately obligated to pay. Customer will be entitled to the benefit of any refund or recovery resulting from such a contest.
- 2.14.7** Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of Customer to pay any Tax. Nothing shall prevent Company from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills Customer for such Tax or (2) it collects the Tax Customer. Notwithstanding anything in this Tariff to the contrary, Customer shall be liable for and Company may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.

2.14.8 Federal Universal Service Fund (FUSF) Surcharge

The Federal Universal Service Fund (FUSF) Surcharge recovers the Company's contributions to the Universal Service Support Mechanisms. Customers may certify exemption from FUSF Surcharges at the ACNA level, BAN level or circuit level. Certification at the ACNA level will exempt all BANs under that ACNA. Certification at the BAN level will exempt only the specified BANs. A Customer must annually certify exemption from FUSF Surcharges.

A percentage surcharge factor is assessed monthly on billed recurring and non-recurring charges of end user services other than surcharges described in Section 2.

FUSF Surcharge factor: 0.184

(R)

2.15 Customer Equipment

Service may be used with or terminated in Customer Equipment. Such Customer Equipment shall be furnished by and maintained at the expense of Customer, except as otherwise provided.

ADVANCED SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.15 Customer Equipment (Cont'd)

Customer is also responsible for all costs it incurs in the use of Service, including but not limited to Customer Equipment, wiring, electrical power, and personnel. When such Customer Equipment is used, it must be compatible with Company equipment and standards used to provide Service, and shall in all respects comply with the minimum protective standards of Company.

2.16 Interconnection

Service furnished by Company may be connected with the Services or facilities of other carriers. Customer is responsible for all charges billed by other carriers in connection with the use of Service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of the Customer.

2.17 Inspection, Testing and Adjustments

2.17.1 Company may make such tests and inspection as may be necessary to determine whether requirements in this Tariff are being complied with in the installation, operation and maintenance of Customer Equipment or Company's equipment. Company may, without notice, interrupt Service at any time, as necessary, because of a departure from any of these requirements and may continue such interruption until its requirements have been satisfied.

2.17.2 The facilities provided by Company shall be made available to Company by Customer for such tests and adjustments as may be necessary for their maintenance to a condition satisfactory to Company.

2.17.3 Company shall not be liable to Customer for any damages for Service Interruption pursuant to this section.

2.18 Provision of Service

Services are provided only in those geographic areas where facilities exist, where Company in its discretion determined (subject to applicable law) to provide Service, and where Company is authorized to provide Services. Provision of Services is subject to availability. Rates and charges for Service provided in ICO Regions are available upon request.

2.19 Other Rules

Company reserves the right to discontinue Service, in whole or in part, limit Service or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.

Company also reserves the right to modify or change the network specifications without separate notice to Customer.

In the event terms of this Tariff are changed, Customer will be on constructive notice of the change through the filing of Tariff revisions.

ADVANCED SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.20 Standard PremierSERVSM Frame Relay Service Level Agreement (SLA)

The Standard PremierSERVSM Frame Relay SLA applies to Customers who purchase PremierSERVSM Frame Relay Service offered in Sections 4.1 through 4.4. When Customer purchases Frame Relay Service under the Sections described above, Customer accepts the Standard PremierSERVSM Frame Relay SLA for those new PremierSERVSM Frame Relay Service elements and any existing Frame Relay Service elements provided on the same network as those new PremierSERVSM Frame Relay Service elements. The Standard PremierSERVSM Frame Relay SLA is available at no additional cost to Customer. The total amount of the Service credit Customer receives for any Port or PVC for any month shall not exceed 100% of the monthly recurring charge associated with the Port or PVC. The Standard PremierSERVSM Frame Relay SLA will apply until Service is disconnected.

2.20.1 Standard Frame Delivery Ratio

For PremierSERVSM Frame Relay Services provided to the Customer, Company is committed to maintaining data throughput across the Company-provided, Customer-specific network at a Standard Frame Delivery Ratio of 99.99% per PVC from ingress switch port to egress switch port during each calendar month, under normal conditions.

2.20.1.A Standard Frame Delivery Ratio is calculated as the average percentage of Customer-specific Frames offered to the network that successfully egress the network (ingress switch port to egress switch port) within the Committed Information Rate (CIR) for PremierSERVSM Frame Relay and within a calendar month. The calculation for Frame Delivery Ratio for a given calendar month shall be as follows:

Standard Frame Delivery Ratio = $\frac{\text{Total Customer-specific Frames that successfully egress the network}}{\text{Total number of Customer-specific Frames offered to the network}}$

The following will be excluded from any determination of Standard Frame Delivery Ratio:

- Force majeure events as outlined in Section 2.4, preceding;
- Data lost during Company's scheduled maintenance window;
- Data exceeding the subscribed Committed Information Rate (CIR) for PremierSERVSM Frame Relay
- Failures due to facilities or equipment provided by another party or the Customer;
- Failures due to unauthorized use of Service or inaccurate network specifications requested by Customer;
- Failures due to negligence or willful misconduct by the Customer;
- Access failures;
- PVC that transmit data across oversubscribed ingress or egress ports, which includes data not marked "discard eligible".

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ADVANCED SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.20 Standard PremierSERVSM Frame Relay Service Level Agreement (SLA) (Cont'd)**2.20.1 Standard Frame Delivery Ratio (Cont'd)**

2.20.1.B Customer is responsible for notifying Company when the Customer-specific Standard Frame Delivery Ratio average falls below 99.99% for a PVC within the calendar month. Customer must request a service credit within forty-five (45) calendar days after the end of the calendar month in which the failure occurred.

Upon verification by Company that the actual Customer-specific Standard Frame Delivery Ratio for a PVC was below 99.99%, Company has thirty (30) calendar days to correct the problem. If after thirty (30) calendar days the Standard Frame Delivery Ratio is still below 99.99%, Customer will be entitled to a service credit equal to:

- 50% of the monthly recurring charges for all affected Ports and/or PVC for the subsequent month in which the Customer-specific Frame Delivery Ratio average was below 99.99%.

2.20.2 Standard Time to Repair

For PremierSERVSM Frame Relay Services provided to Customer, Company is committed to maintaining a 4-hour maximum repair time per PVC Port or Port and Access outage in all regions (or an 8-hour maximum repair time if a technician is required to be dispatched). This includes the Access and equipment when provided by Company. This applies only to those troubles reported by Customer to the Data Service Center (DSC).

2.20.2.A Elapsed time begins when the trouble call is received by the Data Service Center (DSC) and ends when the service is restored to normal operating performance.

The following shall be excluded from any determination of Standard Time To Repair:

- Force majeure as outlined in Section 2.4, preceding;
- Data lost during Company's scheduled maintenance window;
- Failures due to facilities or equipment provided by another party or the Customer;
- Network Interface Device failures;
- Customer Equipment failures;
- Customer "no access" time as defined below:
 - Customer not available;
 - Coordinated Vendor meeting;
 - Abeyance on Customer request;
 - After hours testing because no Customer daytime release; or
 - Tickets referred to another party.

ADVANCED SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.20 Standard PremierSERVSM Frame Relay Service Level Agreement (SLA) (Cont'd)**2.20.2 Standard Time to Repair (Cont'd)**

2.20.2.B Customer is responsible for notifying Company of any outages that exceed the 4 or 8 hour maximum as described above. Customer must request a service credit within forty-five (45) calendar days after the failure(s) occurred.

Upon verification by Company that the actual repair time for any PVC Port or Port and Access exceeded the 4 or 8 hour maximum described above, Customer will be entitled to a service credit equal to:

- 50% of the monthly recurring charges for all affected Ports and/or PVC for month in which the outages occurred.

2.20.3 Standard Time to Provision

For PremierSERVSM Frame Relay Services provided to Customer, Company is committed to completing all service orders by the due date. In the event that Customer requests a due date different from one shown on original order, a new due date is issued and replaces the original due date. Standard Time to Provision includes Access and equipment when provided by Company.

2.20.3.A The following shall be excluded from any determination of Standard Time to provision:

- Force majeure events as outlined in Section 2.4, preceding;
- Inability by Company to test because of no-access by Customer;
- Customer testing when Customer Equipment is not installed and the Customer overall tests are not completed at due date;
- Due dates missed or rescheduled at Customer's request;
- Inability by Company to test or complete the order because of failures or not-ready conditions due to facilities or equipment provided by another party or the Customer.

2.20.3.B Customer is responsible for notifying Company of any missed due dates. Customer must request a Service credit within forty-five (45) calendar days after the missed due date occurred.

Upon verification by Company that the due date was missed, the Customer will be provided a service credit equal to:

- 100% of the monthly recurring charges for one month of Service for each Port and/or PVC in which the FOC due date was missed.

ADVANCED SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.20 Standard PremierSERVSM Frame Relay Service Level Agreement (SLA) (Cont'd)**2.20.4 Standard Latency**

For PremierSERVSM Frame Relay Services provided to the Customer, Company is committed to maintaining Frame delay across the Company-provided Customer-specific network according to the parameters below:

- On average, less than or equal to 100 milliseconds roundtrip per PVC for all PremierSERVSM Frame Relay Service.

Standard Latency is measured from ingress switch port to egress switch port during each calendar month.

2.20.4.A Standard Latency is calculated as the amount of time, in milliseconds, it takes for a Frame to travel roundtrip across a PVC.

The following shall be excluded from any determination of Latency:

- Force majeure events as outlined in Section 2.4, preceding;
- Data exceeding the subscribed Committed Information Rate (CIR) for PremierSERVSM Frame Relay
- Failures due to facilities or equipment provided by another party or the Customer;
- Failures due to unauthorized use of Service or inaccurate network specifications requested by Customer;
- Failures due to negligence or willful misconduct by the Customer;
- Access failures;
- PVCs that transmit data across oversubscribed ingress or egress ports, which includes data not marked "discard eligible".

2.20.4.B Customer is responsible for notifying Company when their average Customer-specific Frame delay falls below the committed level. Customer must request a Service credit within forty-five (45) calendar days of the end of the calendar month when the excessive delay occurred.

Upon verification by Company that the Customer-specific Frame delay did not meet the committed level, Company has thirty (30) calendar days to correct the problem. If after thirty (30) calendar days the Frame delay is still greater than the committed level, the Customer will be entitled to a service credit equal to:

- 50% of the monthly recurring charges for all affected Ports and/or PVCs for the subsequent month in which the Customer-specific Frame delay was below the committed level.

ADVANCED SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.20 Standard PremierSERVSM Frame Relay Service Level Agreement (SLA) (Cont'd)

2.20.5 Standard Network Availability

For PremierSERVSM Frame Relay Services provided to the Customer, Company is committed to maintaining an average Network Availability of 99.99% each calendar month per network and within a LATA.

Network Availability is measured based on components purchased from Company:

- If Customer's entire network consists of Port and Access provided by Company at all Customer locations, then Network Availability is based on PVCs measured from Network Interface to Network Interface.
- If Customer purchased port only from Company, then Network Availability is based on PVCs measured from ingress switch port to egress switch port.

2.20.5.A The calculation for the average Network Availability for a given calendar month shall be as follows:

$$\text{Standard Network\% Availability} = \left[1 - \frac{\text{Total minutes of PVC outage time per month}}{\text{Total \# of PVCs} \times 24 \text{ hours} \times \text{days per month} \times 60 \text{ minutes}} \right] \times 100$$

The following shall be excluded from any "network outage time":

- Force majeure events as outlined in Section 2.4, preceding;
- Data lost during Company's scheduled maintenance window;
- Failures due to facilities or equipment provided by another party or the Customer;
- Failures due to unauthorized use of Service or inaccurate network specifications requested by Customer;
- Failures due to negligence or willful misconduct by the Customer;
- Customer "no access" time as defined below:
 - Customer not available;
 - Coordinated Vendor meeting;
 - Abeyance on Customer request;
 - After hours testing because no Customer daytime release; or
 - Tickets referred to another party;
- Access failures (if Access is not provided by Company).

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ADVANCED SERVICES

SECTION 2 – REGULATIONS (Cont'd)

2.20 Standard PremierSERVSM Frame Relay Service Level Agreement (SLA) (Cont'd)

2.20.5 Standard Network Availability (Cont'd)

2.20.5.B Customer is responsible for notifying Company when their average Customer-specific Network Availability falls below 99.99%. The Customer must request a Service credit within forty-five (45) calendar days of the end of the calendar month when the Network Availability was not met.

Upon verification by Company that the Customer-specific average Network Availability did not meet 99.99%, the Customer will be entitled to a service credit equal to:

- 10% of the monthly recurring charges for all affected Ports and/or PVCs for the month in which Network Availability failure occurred.

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