

ICC Docket No. 06-0027
AT&T Illinois Exhibit 19.0
Part 3a

ILLINOIS
TELECOMMUNICATIONS SERVICES TARIFF
OF
DATA NET SYSTEMS, L.L.C.

This tariff contains the descriptions, regulations and rates applicable to the furnishing of competitive access service and facilities for telecommunications services provided by DATA NET SYSTEMS, L.L.C. within the state of Illinois. This tariff is on file with the Illinois Commerce Commission. Copies may be inspected during normal business hours at the Company's principle place of business at 1608 Barclay Boulevard, Buffalo Grove, IL 60089.

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CHECK SHEET

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
Title	Original	40	Third Revised	64	Second Revised
1	Eighteenth Revised	41	Third Revised	65	Second Revised
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3	Sixth Revised	43	Original	67	Original
4	Fourteenth Revised	44	Original	67.1	Original
5	Tenth Revised	45	Original	68	Fourth Revised
6	Original	46	Original	69	Original
7	Original	47	Original	70	Original
8	Original	48	Original		
9	First Revised	49	Original		
10	First Revised	50	Original		
11	First Revised	51	First Revised		
12	Original	52	Original		
13	First Revised	53	First Revised		
14	Original	54	Second Revised		
15	Original	55	Fourth Revised		
16	Original	56	Fourth Revised		
17	Original	56.1	Third Revised		
18	Original	56.2	Fifth Revised		
19	First Revised	56.2.1	Fourth Revised		
20	Original	56.2.1.1	Original		
21	Original	56.2.2	Second Revised		
22	Original	56.2.3	Fourth Revised		
23	Original	56.3	Tenth Revised		
24	Original	56.4	Third Revised		
25	Original	56.5	Third Revised		
26	Original	57	Third Revised		
27	Original	57.1	First Revised		
28	Original	57.2	Second Revised		
29	Original	58	Tenth Revised		
30	Original	58.1	Third Revised		
31	First Revised	59	Fourth Revised		
32	Original	59.1	Third Revised		
33	First Revised	59.1.1	First Revised		
34	Original	59.1.2	Second Revised		
35	Original	59.2	Second Revised		
36	Original	60	Fourth Revised		
37	First Revised	61	Third Revised		
38	First Revised	62	First Revised		
39	Original	63	Original		

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Vice President of Operations
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TABLE OF CONTENTS

Check SheetSixth Revised Page 1

Table of Contents.....Third Revised Page 2

Explanation of Revision MarksOriginal Page 6

Application of TariffOriginal Page 7

Definitions.....First Revised Page 8

SECTION 1 – Regulations

1.1 Undertaking of the CompanyOriginal Page 12

 1.1.1 Scope.....Original Page 12

 1.1.2 Shortage of Equipment and Facilities.....Original Page 12

 1.1.3 Terms and Conditions.....Original Page 12

 1.1.4 Notice of Service-Affecting ActivitiesOriginal Page 14

1.2 Liability of the Company.....Original Page 14

1.3 Provision of Equipment and Facilities.....Original Page 20

 1.3.1 General.....Original Page 20

 1.3.2 Non-Routine Installation.....Original Page 21

 1.3.3 Ownership of Facilities.....Original Page 21

 1.3.4 Use of Service.....Original Page 22

1.4 Obligations of the CustomerOriginal Page 25

 1.4.1 General.....Original Page 25

 1.4.2 Claims.....Original Page 27

 1.4.3 Station Equipment.....Original Page 28

 1.4.4 Interconnection of FacilitiesOriginal Page 28

 1.4.5 InspectionsOriginal Page 29

1.5 Establishment of Service.....Original Page 30

 1.5.1 Application for Service.....Original Page 30

 1.5.2 Minimum Contract PeriodOriginal Page 30

 1.5.3 Cancellation of Application for Service
 Prior to Establishment of ServiceOriginal Page 30

 1.5.4 Establishing Credit.....First Revised Page 31

 1.5.5 Cash Deposits.....Original Page 36

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ILLINOIS COMMERCIAL COMMISSION
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TABLE OF CONTENTS (Continued)

1.6	Billing / Payment	Original Page	39
1.6.1	Customer Billing	Original Page	39
1.6.2	Payment of Charges for Service	Third Revised Page	40
1.6.3	Late Payment Charge	Third Revised Page	41
1.6.4	Failure to Pay Charges for Service	Second Revised Page	42
1.6.5	Restoration of Service	Second Revised Page	42
1.6.6	Refunds	Second Revised Page	42
1.7	Termination, Discontinuation or Refusal of Service	Original Page	43
1.8	Cancellation of Service	Original Page	46
1.8.1	Cancellation of Application for Service	Original Page	46
1.8.2	Cancellation of Service by the Customer	Original Page	46
1.9	Miscellaneous	Original Page	47
1.9.1	Special Conditions or Requirements	Original Page	47
1.9.2	Telephone Numbers	Original Page	47
1.9.3	Ownership and Access to Facilities	Original Page	47
1.9.4	Installation, Rearrangement, Repair, Maintenance, Disconnection and Removal of Facilities	Original Page	47
1.9.5	Transfer and Assignments	Original Page	47
1.9.6	Notices and Communications	Original Page	48
1.10	Allowances for Interruptions of Service	Original Page	49
1.10.1	Credit for Interruptions	Original Page	49
1.10.2	Restrictions on Allowance	Original Page	50
1.10.3	Use of Alternative Service Provided by the Company	Original Page	50

SECTION 2 – Services

2.1	Application of Rates	First Revised Page	51
2.1.1	Introduction	First Revised Page	51
2.1.2	Charges Based on Duration of Use	First Revised Page	51
2.1.3	Rates Based Upon Distance	Original Page	52
2.2	Service Area	First Revised Page	53
2.2.1	Exchange Access Service Area	First Revised Page	53
2.2.2	Company Defined Access Areas	First Revised Page	53

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TABLE OF CONTENTS (Continued)

2.3 Exchange Access Service Second Revised Page 54

2.3.1 General Second Revised Page 54

2.3.2 Non-recurring Service Charges Fourth Revised Page 55

2.3.3 Service Ordering Charges – Rate Schedule Third Revised Page 55

2.3.4 Access Service Fourth Revised Page 56

2.3.4.1 Primary Line Service Third Revised Page 56.1

2.3.4.1.1 Primary Line Service - Business Fifth Revised Page 56.2

2.3.4.1.2 Primary Line Service – Residential Fifth Revised Page 56.2

2.3.4.2 Additional Line Services Fourth Revised Page 56.2.1

2.3.4.2.1 Additional Business Line Service Fourth Revised Page 56.2.1

2.3.4.2.2 Additional Residential Line Service Original Page 56.2.1.1

2.3.4.3 Economy Plans Second Revised Page 56.2.2

2.3.4.3.1 Economy Line 100 Plan Fourth Revised Page 56.2.3

2.3.4.3.2 Economy 210 Plan Fourth Revised Page 56.2.3

2.3.5 Access Service – Rate Schedule Ninth Revised Page 56.3

2.3.5.1 Primary Line Service Rates Ninth Revised Page 56.3

2.3.5.2 Additional Line Service Rates Third Revised Page 56.4

2.3.5.2.1 Additional Business Line Service Rates Third Revised Page 56.4

2.3.5.2.2 Additional Residential Line Service Rates Third Revised Page 56.4

2.3.5.3 Economy Plan Rates Third Revised Page 56.5

2.3.5.3.1 Economy Business Plan Rates Third Revised Page 56.5

2.3.5.3.2 Economy Residential Plan Rates Third Revised Page 56.5

2.3.6 Additional Charges Applied to Exchange

Access Service Third Revised Page 57

2.3.7 Central Office Features First Revised Page 57.1

2.3.7.1 Central Office Rates Second Revised Page 57.2

2.4 Usage Service Tenth Revised Page 58

2.4.1 General Tenth Revised Page 58

2.4.2 Local Usage Service Area Tenth Revised Page 58

2.4.2.1 Local Usage Service Rates Tenth Revised Page 58

2.4.3 Additional Discounts Fourth Revised Page 59

2.4.3.1 Telecommunications Reseller’s Discount Rate Fourth Revised Page 59

2.4.3.2 Customer Discounts Fourth Revised Page 59

2.4.4 Inter-LATA Intra-State Usage Service Area Third Revised Page 59.1.2

2.4.4.1 Inter-LATA Intra-State Residential Usage Rates Third Revised Page 59.1.2

2.4.4.2 Inter-LATA Intra-State Business Usage Rates Third Revised Page 59.1.2

2.4.4.2.1 Inter-LATA Intra-State Inbound Only-
Business Rates Third Revised Page 59.1.2

TABLE OF CONTENTS (Continued)

2.4 Usage Service (Continued)

2.4.4.2.2 Unlimited Plan Inter-LATA Intra-State Business
Usage Rate Third Revised Page 59.1.2

2.4.4.2.3 Unlimited Additional Plan Inter-LATA Intra-State
Business Usage Rate Second Revised Page 59.2

2.4.4.2.3 Intra-LATA Intra-State Toll-Only Rate Second Revised Page 59.2

2.4.4.2.4 Inter-LATA Intra-State Residential
Unlimited Usage Rates Second Revised Page 59.2

2.4.5 Calling Cards Second Revised Page 59.2

2.5 Operator Assistance Surcharges Fourth Revised Page 60

2.5.1 General Fourth Revised Page 60

2.5.2 Operator Assistance Surcharges – Rate Schedule ... Fourth Revised Page 60

2.6 Directory Services First Revised Page 62

2.6.1 General First Revised Page 62

2.6.2 Directory Services – Rate Schedule First Revised Page 62

2.7 Restoration of Service Second Revised Page 65

2.7.1 General Second Revised Page 65

2.7.2 Restoration of Service – Rate Schedule Second Revised Page 65

2.8 Telephone Assistance Programs First Revised Page 66

2.8.1 General First Revised Page 66

2.8.2 Supplemental Link-Up Assistance First Revised Page 66

2.8.3 Supplemental Lifeline Assistance First Revised Page 66

2.8.4 Voluntary Contributions Original Page 67

2.8.5 Digital Divide Fund Original Page 67.1

2.9 Concurrence in Regulations and Charges of Illinois
Telecommunications Access Corporation (ITAC) Fourth Revised Page 68

SECTION 3 – CUSTOMER OWNED PAY TELEPHONE SERVICE Original Page 69

3.1 General Original Page 70

EXPLANATION OF REVISION MARKS

The following symbols will be used throughout this tariff for purposes of revising the tariff as indicated below:

- C -- To signify a regulation which has been changed
- D -- To signify a rate or regulation which has been discontinued
- I -- To signify a rate which has been increased
- M -- To signify a move in the location of text
- N -- To signify a new rate or regulation
- R -- To signify a rate which has been reduced
- S -- To signify a matter which has been reissued
- T -- To signify a change in the text which has not affected a change in neither a rate nor a regulation.

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APPLICATION OF TARIFF

This tariff sets forth the services offerings, rates, terms and conditions applicable to Data Net Systems, L.L.C. (Company) furnishing of Illinois, intrastate communications services.

Pursuant to Article 13, Section 502 of the Illinois Public Utilities Act, all services furnished by the Company pursuant to this tariff are classified as competitive.

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DEFINITIONS

Certain terms used generally throughout this tariff are defined below:

Advance Payment

Payment of all or part of a charge required before the start of service.

Authorized-User

A person, firm, corporation or other legal entity authorized by the provider of the service to use the service being provided.

Carrier

A company certified by the Illinois Commerce Commission to provide telecommunications services within Illinois.

Class of Service -- Business, Residential

The Company provides two classes of Service: Business and Residential. The classification of a Customer's service as business or residence is determined by these regulations which define the character of use for rate purposes:

- A. Service will be classified as Business if:
- (1) The service is used primarily or substantially for a paid commercial, professional or institutional activity; or
 - (2) The service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
 - (3) The service number is listed as the principal or only number for a business in any telecommunications directory; or
 - (4) The service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of service, without compensation or reimbursement, for a charitable or civic purpose shall not constitute business use of service unless other factors are involved.

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DEFINITIONS (Cont'd)

- B. Service will be classified as Residential if none of the conditions of A. preceding apply, and:
 - (1) The use of the service is primarily and substantially of a social or domestic nature, and
 - (2) Service is located in a residence or, in the case of a combined business and residence premises, the service is located in bona fide residential quarters of such premises while business service is isolated in the business quarters of the same premises.
- C. Service classification is determined at the sole discretion of the Company pursuant to the conditions stated above. The Company may, at its discretion, levy charges for services which have been misclassified.

Company

Data Net Systems, L.L.C., the issuer of this tariff.

Customer

A person, firm, corporation or other entity that is authorized by the Company to use the Company's telecommunications services included in this tariff, is responsible for payment of charges included in this tariff, and is responsible for compliance with the Company's tariff regulations.

Direct Inward Dial

A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

District

An exchange or group of exchanges within MSA 1 used to identify the appropriate rate to be applied to a Customer's service. Specific District details as they are used in this tariff can be found in Illinois Bell Telephone's ILL C.C. No. 20, PART 4 --Section 2, Paragraph 4.4 (G).

Exchange Access

Means the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services.

Information Service

The term 'information service' means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.

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DEFINITIONS (Cont'd)

Installation Charges

Charges which are assessed on a non-recurring basis at the establishment of a service. The terms "installation charges" and "non-recurring charges" are used inter-changeably within this tariff to refer to non-variable charges.

InterLata Service

Telecommunications between a point located in a local access and transport area and a point located outside such area.

N

Joint-User

An authorized-user (as defined above) who is co-authorized by the provider of the service to jointly use the service being provided.

Kbps

Kilobits per second, which denotes thousands of bits per second.

Local Access and Transport Area

LATA means a contiguous geographic area established before the date of enactment of the Telecommunications Act of 1996 by a Bell operating company such that no exchange area includes points within more than 1 metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or established or modified by a Bell operating company after such date of enactment and approved by the Commission.

N

Monthly Charges

Charges which are assessed for services included within this tariff on a recurring, monthly basis. It can be assumed that all services offered within this tariff are charged a monthly charge unless otherwise identified.

Mbps

Megabits, or millions of bits per second.

Market Service Area 1

MSA 1 was 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. MSA 1 serves the greater Chicago Metropolitan Market Area.

Multi-Frequency or ("MF")

An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/Key systems.

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DEFINITIONS (Cont'd)

Service Surcharge

An additional sum added to the usual amount or cost.

N

Station

Telephone equipment from or to which calls are placed.

N

Trunk

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

User

A Customer or any other person authorized by the Customer to use service provided under this tariff.


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CHIEF CLERK'S OFFICE

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Data Net Systems, L.L.C.

1. REGULATIONS

1.1 Undertaking of the Company

1.1.1 Scope

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

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, 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.

1.1.2 Shortage of Equipment and Facilities

1.1.2.1 The Company reserves the right to limit or 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.

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

1.1.3 Terms and Conditions

1.1.3.1 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. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

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1.1.3 Terms and Conditions (Cont'd)

1.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.

Business customers selecting Primary Unlimited Intra-LATA Business or Additional Unlimited Intra-LATA Business Line Services require a one (1) year term agreement. Termination fees equal to 60% of the monthly rate times the remaining months on the agreement apply for early termination. After the agreement period the customer shall follow the terms beginning in Section 1.1.3.3.

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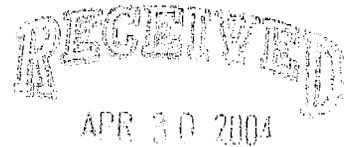
1.1.3.3 At the expiration of the initial term specified in the applicable Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current tariff rates until terminated by either party upon 30 days' written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

1.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Illinois without regard for the State's choice of laws provisions.

1.1.3.5 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company. Customer is absolutely prohibited from reselling these services or using the service to compete with the Company.

1.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

1.1.3.7 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 1.1.3.8 below. The Company is not liable for interruption of service due to any failure of Customer premises equipment provided by the Company or the Customer.



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Data Net Systems, L.L.C.

1.1.3 Terms and Conditions (Cont'd)

1.1.3.8 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.

1.1.4 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 preventive 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 notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

1.2 Liability of the Company

1.2.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or 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 acts or omission by the Company or any third parties, shall be limited to the extension of allowances for interruption as set forth in Section 1.10, 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, OR OTHERS USING THE SERVICE SUPPLIED TO CUSTOMER BY THE COMPANY, AS A RESULT OF ANY COMPANY SERVICE, EQUIPMENT, OR FACILITIES, OR THE ACTS, OMISSIONS, NEGLIGENCE OF THE COMPANY'S EMPLOYEES, AGENTS, OR SUPPLIERS.**

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1.2 Liability of the Company (Cont'd)

- 1.2.2 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 tariff, and subject to the provisions of Section 1.10, the Company's liability, if any, shall be limited as provided in Section 1.2.9.
- 1.2.3 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.
- 1.2.4 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 or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
- 1.2.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer, its employees, agents, or suppliers, or due to the failure or malfunction of Customer-provided equipment or facilities. This limitation of liability also pertains to Customer premises equipment purchased or leased from the Company by the Customer.
- 1.2.6 The Customer shall indemnify and hold the Company harmless (including costs and reasonable attorney's fees) from any and all loss, claims, demands, suits or other action, 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 provided by the Company. Notwithstanding the enforcement of the above provisions, the Company further reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

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1.2 Liability of the Company (Cont'd)

1.2.7 The Company shall not be liable for any defacement of or damage to Customer 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 gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers, or supplying carriers to the Company, shall be deemed to be agents or employees of the Company.

1.2.8 Notwithstanding the Customer's obligations as set forth in Section 1.4.2, the Company shall be indemnified, defended, and held harmless (including costs and reasonable attorney's fees) by the Customer or by others authorized by it to use the service against any claim, loss or damage arising directly or indirectly from Customer's use of services furnished under this tariff, including:

- (a) 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; or
- (b) patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; or
- (c) 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 tariff.

1.2.9 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 related to the claim is rendered.

1.2.10 **THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

1.2.11 The Company shall not be liable for any act or omission of any other company or companies supplying a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

1.2 Liability of the Company (Cont'd)

- 1.2.12 The Company shall not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billings for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or (2) not prevented by Customer-provided equipment but which would have been prevented had Company-provided equipment been used.
- 1.2.13 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 shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, harm, 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.
- 1.2.14 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, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 1.3.1 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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1.2 Liability of the Company (Cont'd)

1.2.15 With respect to Emergency Number 911 Service:

- (a) 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 to 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 this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- (b) Neither is the Company responsible for any infringement or 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.

1.2.16 The Company's liability arising from errors or omissions in Directory Listings shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs.

1.2.17 In conjunction with a private listing and semi-private listing services, as described in Section 2.7.2, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable in any manner should such number be divulged.

1.2.18 When a Customer with a non-published 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 the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information under the provisions as described above.

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ICC Docket No. 00-0635

I.C.C. Tariff No. 2

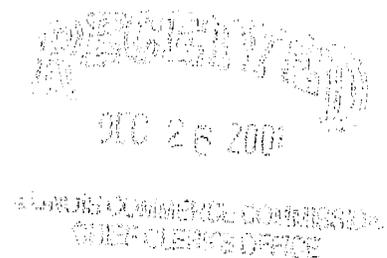
First Revised Page No. 19

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1.2 Liability of the Company (Cont'd)

1.2.19 In no case shall Data Net be liable to Customer or any third parties for any indirect, special or consequential damages, including but not limited to, economic loss, lost business or profits, whether foreseeable or not, and regardless of notification by Company of the possibility of such damages.

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