EXHIBT B
PROPOSED TARIFFS

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO COMMUNICATIONS ACCESS SERVICES WITHIN

THE STATE OF ILLINOIS

PAETEC COMMUNICATIONS, L.L.C.
TARIFF NO. 1

Cancelling Illinois C.C. Tariff No. 3 in its entirety of Paetec Communications, Inc.

TABLE OF CONTENTS

Leaf

Table of Contents 2

Concurring Carriers 3

Connecting Carriers 3

Other Participating Carriers 3

Symbols 4

Section 1 - General Regulations 5

Section 2 - Rules And Regulations 21

Section 3 - Switched Access 47

Section 4 - Direct Access 59

Section 5 - End User Access Service 72

Section 6 - Special Arrangements 73

Section 7 - Reciprocal Compensation Arrangements 76

Section 8 - Billing And Collection 77

Section 9 - Description and Application of Rates & Charges 94

Current Rates 96

CONCURRING CARRIERS
None

CONNECTING CARRIERS
None

OTHER PARTICIPATING CARRIERS
None

SYMBOLS

When changes are made in any tariff sheet, a revised sheet will be issued replacing the tariff sheet affected. Changes will be identified on the revised sheet through the use of the following symbols:

(C) Indicates Changed Regulation

(D) Indicates Discontinued Rate or Regulation

(I) Indicated Rate Increase

(M) Indicates Move in Location of Text

(N) Indicates New Rate or Regulation

(R) Indicates Rate Reduction

(T) Indicates Change of Text Only

SECTION 1 - GENERAL REGULATIONS

1.1 APPLICATION OF TARIFF

This tariff contains regulations, rates and charges applicable to the provision of access services by PAETEC Communications, LLC to Customers.

The provision of service by the Company as set forth in this tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

1.2 DEFINITIONS

ACCESS CODE - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXXX, 950-0XXX, or 950-1XXX.

ACCESS MINUTES - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

ACCESS SERVICE – Includes services and facilities provided by the Company for the origination or termination of any intrastate telecommunications or origination or termination of other services utilizing the same PAETEC network services or functionality regardless of the technology used in transmission. This includes, but is not limited to, Internet Protocol or similar services to the extent subject to state regulatory jurisdiction.

ACCESS TANDEM - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

ANSWER SUPERVISION - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

CALL - A Customer attempt for which the complete address code is provided to the service end office.

CARRIER OR COMMON CARRIER - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

CENTRAL OFFICE - A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

SECTION 1 - GENERAL REGULATIONS (Cont'd)

1.2 DEFINITIONS (Cont'd)

CHANNEL - A communications path between two or more points of termination.

COMMUNICATIONS SYSTEM - Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

COMPANY - PAETEC Communications, LLC

COMMISSION - The Illinois Commerce Commission

CUSTOMER - The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this tariff, including but not limited to Interexchange Carriers (ICs), End Users and other telecommunications carriers or providers originating or terminating toll VoIP-PSTN traffic.

CUSTOMER DESIGNATED PREMISES - The premises specified by the Customer for termination of Access Services.

DUAL TONE MULTIFREQUENCY (DTMF) - Tone signaling, also known as touch tone signaling.

END OFFICE SWITCH - A Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

END USER - Any customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

ENTRY SWITCH - First point of switching.

SECTION 1 - GENERAL REGULATIONS (Cont'd)

1.2 DEFINITIONS (Cont'd)

EXCHANGE - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

FACILITIES - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

FIRST POINT OF SWITCHING - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

INTERSTATE COMMUNICATIONS - Any communications with that crosses over a state boundary. Interstate Communications includes interstate and international communications.

INTRASTATE COMMUNICATIONS - Any communication which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL CALLING AREA - A geographical area, as defined in the Company's local or general exchange service tariff in which an End User may complete a call without incurring toll usage charges.

MESSAGE - A Message is a Call as defined above.

SECTION 1 - GENERAL REGULATIONS (Cont'd)

1.2 DEFINITIONS (Cont'd)

NETWORK SWITCHING – Network Switching provides for the use of Company switching equipment and related network to originate or terminate an access minute of use of any type. It applies to the establishment and release of connections on a per call basis between two or more circuits, communications systems, alternative switches or services.

OFF-HOOK - The active condition of Switched Access Service or a telephone exchange line

ON-HOOK - The idle condition of Switched Access Service or a telephone exchange line.

ORIGINATING DIRECTION - The use of Switched Access Service for the origination of calls from an End User premises to a carrier's premises.

POINT OF TERMINATION - The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

PREMISES - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

SERVING WIRE CENTER - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

SECTION 1 - GENERAL REGULATIONS (Cont'd)

1.2 DEFINITIONS (Cont'd)

SPECIAL ACCESS CIRCUIT - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

TERMINATING DIRECTION - The use of Switched Access Service for the completion of calls from a carrier's premises to an End User premises.

TOLL VOIP-PSTN TRAFFIC - The term "Toll VoIP-PSTN Traffic" denotes a customer's interexchange voice traffic exchanged with the Telephone Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. "Toll VoIP-PSTN Traffic" originates and/or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.

TRANSMISSION PATH - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

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

TRUNK GROUP - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

WIRE CENTER - A physical location in which one or more central offices, used for the provision of exchange services, are located.

1.3 UNDERTAKING OF THE COMPANY

The Company shall be responsible only for the installation, operation and maintenance of service which it provides and does not undertake to transmit messages under this tariff.

Services provided under this tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this tariff.

SECTION 1 - GENERAL REGULATIONS (Cont'd)

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.1 LIABILITY OF THE COMPANY

The Liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances as set forth in Section 1.6. The extension of such allowances shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.

The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including, but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action or request of the federal government, or of any other government, including federal 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 civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-out, work stoppages, or other labor difficulties.

The Company shall not be liable for any act or omission of any entity furnishing to the Company or the Company's Customers facilities or equipment used for or with the services the Company offers.

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.

SECTION 1 - GENERAL REGULATIONS (Cont'd)

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.1 LIABILITY OF THE COMPANY (Cont'd)

The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at the premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.

The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds 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 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, presence, condition, location, or use of any installation so provided.

The Company shall not be liable for any damages resulting from delays in meeting any service date due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

The Company is not liable for any defacement of or damage to the premises of the Customer (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.

The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing facilities or equipment used for or in conjunction with the Company's service.

SECTION 1 - GENERAL REGULATIONS (Cont'd)

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.1 LIABILITY OF THE COMPANY (Cont'd)

The Company makes no warranties or representations, express or implied either in fact or operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use, except those expressly set forth herein.

1.3.2 CLAIMS

Company shall be indemnified and held harmless by Customer against all claims, suits, proceedings, expenses, losses, liabilities, or damages (collectively, "Claims:) arising from the use of the services pursuant to this Tariff involving: (1) Claims of third parties, including patrons or customers of Customer, arising out of, resulting from, or related to the use of the services; (2) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication using the services; (3) Claims for patent infringement arising from combining or using the facilities and equipment furnished pursuant to this Tariff in connection or in combination with facilities or equipment not furnished by the Company; and (4) all other Claims arisen out of any act or omission of Customers or patrons of Customer, in connection with the services made available to the Customer pursuant to this Tariff. Customer agrees to defend Company against any such Claims and to pay, without limitation, all litigation costs, reasonable attorney's fees and court costs, settlement payments, and any damages awarded or resulting from any such Claims.

1.3.3 TESTING, MAINTENANCE, AND ADJUSTING

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the periods during which the Company makes such tests, adjustments, or inspections.

SECTION 1 - GENERAL REGULATIONS (Cont'd)

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.3 TESTING, MAINTENANCE, AND ADJUSTING (Cont'd)

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company

1.3.4 NON-ROUTING 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 not less than the cost of actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

1.3.5 OWNERSHIP OF FACILITIES

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title, or interest in all the facilities and associated equipment provided by the Company hereunder.

1.3.6 RIGHTS-OF-WAY

Any and all costs associated with obtaining and maintaining the rights-of-way from the point of entry at the Customer's location to the Customer, including but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities, shall be borne entirely by the Customer. Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions, and restriction of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the

SECTION 1 - GENERAL REGULATIONS (Cont'd)

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.6 RIGHTS-OF-WAY (Cont'd)

duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, Customer agrees that it shall assist Company in the procurement and maintenance of such right-of-way.

1.3.7 SERVICES PROVIDED BY OTHER CARRIERS

Company shall have no responsibility with respect to billings, charges, or disputes related to services used by Customer, which are not included in the services herein, including, without limitation, any local, regional, and long distance services not offered by the Company. Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

1.3.8 GOVERNMENTAL AUTHORIZATIONS

The provision of services under this Tariff is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Commission or other applicable agency, and Customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives.

SECTION 1 - GENERAL REGULATIONS (Cont'd)

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.9 ASSIGNMENT

The Company may, without obtaining any further consent from Customer, assign any rights, privileges, or obligations under this Tariff. Customer shall not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.

1.3.10 NETWORK MANAGEMENT

The Company will administer its network to insure the provision of acceptable service levels to all users of the Company's network services. Generally, service levels are considered acceptable only when both end users and customers are able to establish connections with little or no delay encountered within the Company's network.

The Company maintains the right to apply protective controls, i.e., those actions such as call gapping, which selectively cancels the completion of traffic, over any traffic carried over its network. These measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Company result in the complete loss of service to the Customer, the Customer will be granted a Credit Allowance for Service Interruptions as set forth below.

1.3.11 ALLOWANCES FOR INTERRUPTION IN SERVICE

A credit allowance will be given for any period during which any line subscribed to by Customer hereunder is out of service, except as specified below. Out of service conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any shall be deducted from the charges payable by Customer hereunder and shall be expressly indicated on the next bill to Customer. A credit allowance will be made when an interruption occurs because of a failure of any component furnished under this Tariff by Company.

SECTION 1 - GENERAL REGULATIONS (Cont'd)

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.11 ALLOWANCES FOR INTERRUPTION IN SERVICE (Cont'd)

An interruption period begins when the Customer reports a service to be interrupted and releases it for testing and repair. An interruption period ends when the service is operative. If the Customer reports the service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have thirty (30) days. 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 services on the interrupted portion of the circuit will receive a credit.

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the Customer, shall be as follows:

1.3.11.1For Monthly Recurring Charges, no credit allowance will be given on interruptions less than thirty (30) minutes. The Customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charge for the service for each period of 30 minutes or at least 15 minutes thereof that the interruption continues.

1.3.11.2For usage based charges, no credit will be allowed for an interruption less than 24 hours. The customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of: a) the monthly rates; b) the assumed minutes of use charge; or c) the minimum monthly usage charge, whichever is applicable, for each period of 24 hours or major fraction (12 hours and 1 minute) thereof that the interruption continues. However, in the case of the service billed based on actual usage, no credit allowance will be given when the actual usage charge exceeds the minimum monthly usage charge in any one monthly billing period.

SECTION 1 - GENERAL REGULATIONS (Cont'd)

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.11 ALLOWANCES FOR INTERRUPTION IN SERVICE (Cont'd)

No credit allowance will be made for:

Interruptions due to the negligence of, or non-compliance with the provisions of the Tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;

Interruptions of service due to the failure or malfunction of facilities, power, or equipment provided by the Customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Company;

Interruptions of service during any period in which the Company is not given access to the premises at which the Company provided service is interrupted or terminated;

Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction;

Interruptions of service during any period when the Customer, authorized user, or joint user has released service to the Company for maintenance purposed or for implementation of a Customer order for a change in service arrangements;

Interruptions of service due to circumstances beyond the control of the Company.

1.3.12 TRANSMISSION SPECIFICATIONS

The Company's transmission path will meet the standard transmission specifications as set forth in Bellcore Technical Publications. When the Company uses facilities and services from other service providers, the Company's transmission paths will conform to Bellcore Technical Publications, to the extent that the supplying service provider's facilities and services meet the specifications. The Company will, upon notification by the Customer that the date parameters set forth are not being met,

SECTION 1 - GENERAL REGULATIONS (Cont'd)

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.12 TRANSMISSION SPECIFICATIONS (Cont'd)

conduct tests independently or in cooperation with the Customer, and take any actions deemed by the Company to be necessary to insure that the data parameters are met.

1.3.13 PROVISION OF SERVICE PERFORMANCE DATA

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines may also be made available to the Customer based on previously arranged intervals and format.

1.3.14 ACCEPTANCE TESTING

At no additional charge the Company will, at the Customer's request and where applicable, cooperatively test at the time of installation the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity, and operations signaling. Balance parameters may also be tested where applicable.

1.3.15 ROUTINE TESTING

At no additional charge the Company will, at the Customer's request and where applicable, test after installation on an automatic or manual basis, 1004 Hz loss, C-message noise, and Balance (Return loss). In the case of automatic testing, the Customer shall provide remote office test lines and 105 test lines with associated responders or their functional equivalent. The frequency of the tests will be as mutually agreed on by the Customer and the Company, but shall consist of not less than quarterly 1004 Hz loss and C-message noise tests, and an annual balance test. Trunk test failures requiring Customer participation for trouble resolution will be provided to the Customer on an as-occurs basis.

SECTION 1 - GENERAL REGULATIONS (Cont'd)

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.16 DETERMINATION OF THE NUMBER OF TRANSMISSION PATHS

The Customer will determine the number of switched access service transmission paths to be provided for the busy hour minutes of capacity ordered. The Company can assist the Customer in developing the number of transmission paths using standard company engineering methods.

1.3.17 TRUNK GROUP MEASUREMENT REPORTS

Subject to availability, the Company will make available to the Customer trunk group data in the form of usage in CCS, peg count and overflow, at previously agreed to intervals.

1.4 PROHIBITED USES

The services the Company offers shall not be used for any unlawful purpose or for any use as to which Customer has not obtained all governmental approvals, authorization, licenses, consents and permits required to be obtained by the Customer with respect hereto.

The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to demonstrate that their use of the Company offerings complies with relevant laws, regulations, policies, orders, and decisions.

The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.

SECTION 1 - GENERAL REGULATIONS (Cont'd)

1.4 PROHIBITED USES (Cont'd)

A Customer, joint user, or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between Company and Customer shall not be that of partners or agents for one of the other, and shall not be deemed to constitute a partnership or agency agreement.

SECTION 2 - RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICES

2.1.1 Use of Service

11.1 Service may be used for any lawful purpose by the Customer or by any End User.

11.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

11.3 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

11.4 Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

11.5 Use of the facilities and services in this tariff and application of associated rates, terms and conditions is not constrained in any way by the technology used in transmission of the message or the communication transiting or switched on the Company's network. If service is rendered by the Company as described herein, the associated terms and conditions of payment for such services apply.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICES (Cont'd)

2.1.2 Limitations

A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.

B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.

C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.

D. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

E. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICES (Cont'd)

2.1.3 Customer-Authorized Use

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

2.1.5 Individual Case Base (ICB) Arrangements

The company may develop a bid in which the regulation, if applicable, rates and charges for the offering under the provisions of this Tariff are developed on the circumstances in each case. ICB arrangements will be summarized in an attachment to this Tariff.

2.1.6 Minimum Use Contracts

The Company may offer services which require a minimum use guarantee ("MUG") wherein the Customer agrees, in writing, to pay the minimum amount per period agreed to upon commencement of service. Customers falling below their MUG will be billed for the minimum amount due per period pursuant to the MUG agreement.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICES (Cont'd)

2.1.6 Minimum Use Contracts (Cont'd)

Should the Customer choose to terminate their contract prior to expiration of the term agreed to in the MUG agreement, the Customer will be liable for the minimum usage requirements contained in the contract multiplied by the number of months remaining in the term, unless Customer converts to another Company service with equal or greater term and minimum usage commitments. If no minimum usage requirements are specified in the contract, upon any early termination of Customer's contract, Customer will be liable for their monthly average usage (calculated over the last three full months immediately preceding the date of termination) multiplied by the number of months remaining in the term.

2.2 MINIMUM PERIOD OF SERVICE

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 FLEXIBLE PRICING

2.3.1 General

Flexible Pricing sets minimum and maximum rates that can be charged for access service. The Company may change a specific rate within the range of the established minimum and maximum rates.

2.3.2 Conditions

A. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.

B. Customer notification of a rate change shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.

C. A rate shall not be changed unless it has been in effect for at least thirty (30) days.

2.4 PAYMENT FOR SERVICE RENDERED

2.4.1 Service is provided and billed on a monthly basis. Bills are due 21 days after the postmark and are payable at any business office of the Company, by U.S. mail, or at any location designated by the Company. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the overdue charges accruing at the rate of 1.5% per month or the highest rate allowed by law, whichever is lower. Collection fees on overdue charges shall begin to accrue when the Account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.4.2 The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users or customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company.

2.4.3 The Company reserves the right to assess a charge of $20.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. The foregoing shall not limit the Company's right to discontinue service for returned checks or drafts under Section 2.9.1 below.

2.4.4 Application of Late Payment Charge

A. Late payment charges do not apply to final accounts.

B. Late payment charges do not apply to government agencies of the state of Illinois. These agencies are required to make payment in accordance with the provisions of Illinois State Finance Law.

C. Customer bills are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, including arrears and unpaid late payment charges.

D. Late payment charges to not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carrier forward to the next bill.

2.4.5 If Company initiates legal proceedings to collect any amount due hereunder and the Company substantially prevails in such proceedings, then the Customer shall pay all reasonable attorneys' fees and costs incurred by the Company in prosecuting such proceedings and any appeals therefrom.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.4.6 Customer Overpayment

The Company will provide interest on customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the customer deposit interest rate or the Company's applicable Late Payment Charge.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 DEPOSITS

2.5.1 The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to two month's estimated usage but may vary with the Customer's credit history and projected usage. The Customer shall be apprised that after one year of service the Account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff, the deposit shall be refunded in full. If subsequent payment or usage patterns change, the Company may request an increase in or re-submission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.

2.5.2 The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

2.5.3 If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

2.5.4 When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

2.5.5 Simple interest at the rate specified by the Commission shall be credited or paid to the Customer while the Company holds the deposit.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 ADVANCE PAYMENTS

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months estimated billing.

2.7 DISPUTED BILLS

Provided timely notice has been given in accordance with Section 8.1, in the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may request, within 30 days of the date of the bill containing the disputed amount and the Company shall comply with the request, an in depth investigation and review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or service shall be subject to cancellation under Section 2.9 following). The Company shall communicate to the Customer the results of such investigation and review as soon as reasonably possible.

In the case of a billing dispute or other complaint that is not resolved to the Customer's satisfaction by the billing agency or the Company, the Customer may appeal to the Illinois Commerce Commission at:

Illinois Commerce Commission
527 East Capitol Avenue
Springfield, Illinois 62794-9280
(800) 452-0795

2.8 TAXES AND OTHER SURCHARGES

Customer shall pay all sales, use, gross receipts, excise, access, bypass, or other local, state, and federal taxes, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the services (excluding taxes on Company's net income). Such taxes shall be separately stated on the applicable invoice.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.9 INSPECTION, TESTING AND ADJUSTMENT

2.9.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

2.9.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.9.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twentyfour hours in length and is requested by the Customer.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.10 SUSPENSION OR TERMINATION OF SERVICE

2.10.1 Suspension or Termination for Nonpayment

A. In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer must remit a Connection Charge as well as any payment due and any applicable deposits prior to reconnection.

B. Suspension or termination shall not be made until:

1. At least 10 days after written notification has been served personally on the Customer, or at least 20 days after written notification has been mailed to the billing address of the Customer or;

2. At least 10 days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.

3. Access service shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.10 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.10.2 Exceptions to Suspension and Termination

Access service shall not be suspended or terminated for:

A. Nonpayment of bills rendered for charges other than access service or deposits requested in connection with access service;

B. Nonpayment for service for which a bill has not been rendered;

C. Nonpayment for service which have not been rendered;

D. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures are in accordance with the Illinois Commerce Commission Rules and Regulations and applicable Illinois law.

E. Access service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.10 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.10.3 Verification of Nonpayment

Access service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless The Company has verified, in a manner approved by the Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.10 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.10.4 Termination For Cause Other Than Nonpayment

A. General

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or

2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or

3. in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or

4. in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.10 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.10.4 Termination For Cause Other Than Nonpayment (cont'd)

B. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;

2. Permitting fraudulent use.

C. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service.

2. In the event that access service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:

   a. no charge shall apply for the period during which service had been terminated, and

   b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.10 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.10.4 Termination For Cause Other Than Nonpayment (cont'd)

D. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.10 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.10.5 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

2.11 OBLIGATIONS OF THE CUSTOMER

2.11.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.11.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.11 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.11.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service. Customer shall provide a safe place to work which complies with all laws and regulations along the rights-of-way and in the equipment spaces which it is responsible for obtaining, and at which Company authorized personnel, employees, or agents may be installing, inspecting, maintaining, replacing, repairing or removing facilities and equipment.

Customer shall arrange access to any of the rights-of-way, conduit, and equipment space which it is responsible for obtaining at any time so that Company's authorized personnel, employees, or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by Company. Access to such sites shall be made available at a time mutually agreeable to Customer and Company. Customer acknowledges that, when repair work is required to restore services after interruption, it may be necessary to provide access on a twenty-four hour, seven day a week basis. Company shall also have the right to obtain access to the cable installed in Customer provided conduit at any splice or junction box. No credit allowance will be made for the period during which service is interrupted for such purposes.

Customer shall be responsible for obtaining and continuing in effect all approvals, consents, authorizations, licenses, and permits as may be required to permit Customer to comply with its obligations hereunder.

Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.11 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.11.4 Testing

The services provided under this tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2.11.5 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.11.6 Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.11 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.11.7 Jurisdictional Reports

Where possible, the Company will determine the jurisdiction of both originating and terminating calls from the call detail records generated via the switched network, and bill usage according to such determination. A call that enters the Customer's or Other Network Provider's ("ONP") network in a state different from the state in which the called station is located will be classified as interstate. A call that enters the Customer's or ONP's network at a point within the same state where the called station is located will be classified as intrastate. In these situations, the call is compensated according to the Company's switched access service rates, terms and conditions. A call that enters the Company network at a point within the same local calling area where the called station is located, as defined by the local exchange tariff of the incumbent LEC in whose territory the call completes, will be classified as local and subject to reciprocal compensation as described in Section 7.

In those cases where it is not possible for the Company to determine the jurisdiction of the call from the call detail, the Customer or ONP may provide the Company with a Percent Interstate Use (PIU) in order for the Company to properly jurisdictionalize intrastate from interstate services. The Customer or ONP may also provide a percent local use (PLU) to be applied to intrastate usage in order to separate the local traffic component. The percent, which should be represented as a whole number, is determined by taking the total interstate or local usage and dividing by the total minutes of use. For example, a Customer or ONP may have 100 total minutes for a bill period. In a situation where the Company might not be able to determine the jurisdiction of those minutes, the Customer or ONP would submit its PIU and PLU. If 90 MOUs were interstate, the PIU would be 90% and the customer would be invoiced for 90 MOUs at the interstate rate as tariffed. The remaining 10 MOUs are assumed to be intrastate if the Company cannot determine jurisdiction unless the Customer or ONP submits a PLU. If 9 minutes were local, the PLU would be 90% and the customer would be invoiced for 9 MOUs at the reciprocal compensation rate and the remaining 1 MOU at the intrastate switched access rate. The Customer or ONP may update the jurisdictional percentages reported to the Company on the First of January, First of April, First of July, and First of October. Reports should be

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.11 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.11.7 Jurisdictional Reports (Cont'd)

received no later than the 20th of each month. Reports will be used on a go-forward basis, and will be in effect until the Customer submits a revised report. Customers beginning service in the middle of a quarter may submit a jurisdictional report at the onset of service.

In the absence of a Customer-or ONP provided percent interstate use or percent local use, the following percentages will be used:

900 traffic:	100% PIU
700 traffic:	100% PIU
Local traffic:	0% PIU, 0% PLU
ISP traffic:	0% PIU, 0% PLU
All other:	percent determined by measurable network usage.

The percentage interstate use factor will be used by the Company to determine interstate and intrastate rates and charges where the Company cannot itself determine the jurisdiction of the call transiting its network. If the Customer does not provide a percent interstate use factor as provided in this section, the Company will apply a default factor PIU factor of fifty percent (50%) and assess the remaining minutes/facilities under the terms of the applicable state access tariff.

No pro-rating or back-billing will be done based on the report. The Company may require call detail records to substantiate projected interstate usage provided to the Company. In the event that the required jurisdictional report is not provided, the Company recorded or estimated percentage of interstate usage will be applied to the bill.

The Company reserves the right to verify the percents on the jurisdictional reports by examination of the underlying data. The Company will submit a request for verification in writing to the Customer or ONP. Such a request will occur no more than once a year. Once the request is received, the Customer will have 30 days to supply or otherwise make available the data to the Company.

The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's or ONP's previously reported PIU/PLU for the period upon which the audit was based, the call detail records may be requested more than once annually.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.11 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.11.8 Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.10.7 will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

A. For nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the state tariff rate per element.

B. For usage sensitive chargeable rate elements, multiply the percent intrastate use times actual use (measure or Company assumed average use) times the stated rate.

2.11.9 Measurement of Access Minutes

Customer traffic to end offices will be measured (recorded or assumed) by the Company at end office switches or access tandem switches. Originating and terminating calls will be measured or imputed to determine the basis for computing chargeable access minutes.

With Multifrequency Address Signaling, usage measurement begins when the originating entry switch receives the acknowledgment wink supervisory signal forwarded from the Customer's point of termination. For originating calls with SS7, usage measurement begins when either the Exit Message (EXM) or the Address Complete Message (ACM) is received.

The measurement of originating call usage ends when the entry switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.11 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.11.9 Measurement of Access Minutes

For terminating calls, the measurement of access minutes begins when the terminating entry switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered.

The measurement of terminating call usage ends when the terminating entry switch receives disconnect supervision from either the terminating end user's office, indicating the terminating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch.

2.11.10 Network Congestion

When a Customer offers service for which a substantial call volume is expected during a short period of time, the Customer must notify the Company at least 48 hours in advance of each peak period. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the telephone number(s) to be used. On the basis of the information provided, the Company may invoke network management controls to reduce the probability of excessive network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such controls.

2.11.11 Purchase of Service

Should a Customer use the Company's access service, regardless of whether the Customer has affirmatively requested service or has an executed service order, the Customer will be subject to the obligations, rates, and charges as set forth in this Tariff.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.11 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.11.12 In certain cases the Company may be required to utilize its network to complete intraLATA toll free traffic programmed for carrier identification code (CIC) 110, which unlike other CICs, does not sufficiently identify a particular carrier that the Company may bill for the access services provided. The Company will perform the toll free database query and route this traffic to the terminating number via its intraLATA interconnection facilities with incumbent or other local exchange carriers in accordance with standard industry practices and information received from the national SMS/800 database. Unless otherwise specified in individual contracts (e.g., interconnection agreements), the carrier or provider to whom the terminating telephone number is assigned by the Local Exchange Routing Guide (LERG) or, if applicable, to whom that number has been ported, shall be deemed to be the Customer of the Company exchange access services which are provided for the switching and transport of any intraLATA toll free CIC 110 calls routed to that number. All toll free CIC 110 calls switched and transported by the Company shall be classified as jurisdictionally intrastate calls. As the Customer, the terminating local provider is responsible for the query charges and all switching and transport charges as specified herein.

All other toll free traffic determined by query to be associated with a carrier/responsible organization with a CIC other than 110 shall be routed and rated per the exchange access rules in other sections of this tariff or PAETEC Communications, LLC's FCC Tariff No. 1.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.11 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.11.13 Identification and Rating of VoIP-PSTN Traffic

(A) Scope

(1) VoIP-PSTN traffic is defined as traffic exchanged over the public switched telephone network ("PSTN") facilities that originates and/or terminates in Internet protocol ("IP") format. This section governs the identification of toll VoIP-PSTN ("toll VoIP") traffic that in the absence of an interconnection agreement will be subject to interstate switched access rates in accordance with the Federal Communications Commission Report and Order in WC Docket Nos. 10-90, etc., FCC No. 11-161 released (Nov. 18, 2011) ("FCC Order") as it may hereinafter be amended or clarified. Specifically, this section establishes the method of distinguishing toll VoIP traffic from the customer's total intrastate access traffic, so that toll VoIP traffic will be billed in accordance with the FCC Order.

(2) This section will be applied to the billing of switched access charges to a customer that is a local exchange carrier only to the extent that the customer has also implemented billing of interstate access charges for VoIP-PSTN Traffic in accordance with the FCC Order.

(B) Rating of toll VoIP-PSTN traffic

The Telephone Company will bill toll VoIP-PSTN traffic which it identifies in accordance with this tariff section at rates equal to the Telephone Company's applicable tariffed interstate switched access rates.

(C) Calculation and Application of Percent-VoIP-Usage Factor

The Telephone Company will determine the number of toll VoIP traffic minutes of use ("MOU") to which it will apply its interstate rates under subsection (B), above, by applying an originating Percent VoIP Usage ("OPVU") factor to the total intrastate access MOU originated by a Telephone Company end user and delivered to the customer and by applying a terminating PVU ("TPVU") factor to the total intrastate access MOU terminated by a customer to the Telephone Company's end user. The OPVU and TPVU will be derived and applied as follows:

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.11 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.11.13 Identification and Rating of VoIP-PSTN Traffic (Cont'd)

(C) Calculation and Application of Percent-VoIP-Usage Factor (Cont'd)

(1) The customer will calculate and furnish to the Telephone Company an OPVU factor, along with supporting documentation, representing the whole number percentage of the customer's total originating intrastate access MOU that the customer receives from the Telephone Company in the State that is originated by the Telephone Company in IP format.

(2) The customer will calculate and furnish to the Telephone Company a TPVU factor, along with supporting documentation, representing the whole number percentage of the customer's total terminating intrastate access MOU that the customer exchanges with the Telephone Company in the State that is sent to the Telephone Company and originated in IP format.

(3) The OPVU, TPVU and supporting documentation shall be based on information that is verifiable by the Telephone Company including but not limited to the number of the customer's retail VoIP subscriptions in the state (*e.g.*, as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information. The customer shall not modify its reported PIU factor to account for VoIP-PSTN traffic.

(4) After the Telephone Company verifies the OPVU and TPVU provided by the customer the Telephone Company will apply the OPVU and TPVU factors to the associated intrastate access MOU as indicated in Sections (D) and/or (E) below.

In the event that the Telephone Company can not verify the customer's OPVU and/or TPVU, the Telephone Company will request additional information to support the OPVU and/or TPVU, during this time no changes will be made to the existing OPVU and /or TPVU. The customer shall supply the requested additional information within 15 days of the Telephone Company's request or no changes will be made to the existing OPVU and/or TPVU. If after review of the additional information, the customer and Telephone Company establish a revised and mutually agreed upon OPVU and/or TPVU factor, the Telephone Company will begin using the new factor with the next bill period.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.11 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.11.13 Identification and Rating of VoIP-PSTN Traffic (Cont'd)

(C) Calculation and Application of Percent-VoIP-Usage Factor (Cont'd)

If the dispute is unresolved the customer may request that verification audits be conducted by an independent auditor, at customer's sole expense. During the audit, the most recent undisputed OPVU and/or TPVU factor will be used by the Telephone Company.

(5) In the absence of an interconnection agreement, at no time will the Telephone Company allow an OPVU or TPVU factor greater than the applicable State percentage as identified in Paragraph 963 of the FCC Order.

(D) Initial OPVU and TPVU Factor

In calculating the initial OPVU and TPVU factor(s), the Telephone Company will take the factor(s) provided by the customer into account retroactively to January 1, 2012, *provided that* the customer provides the factor(s) and supporting documentation, as specified in subsection (C) above to the Telephone Company no later than 15 days after the effective date of this tariff. If the customer does not furnish the Telephone Company with an OPVU and/or TPVU factor pursuant to the preceding subsection (C), the initial factor will be zero.

(E) OPVU and TPVU Factor Updates

The customer may update the OPVU and/or TPVU factor(s) semi-annually using the method set forth in subsection (C), above. If the customer chooses to submit such updates, it shall forward to the Telephone Company, no later than 15 days after the first day of January and/or July of each year, a revised OPVU and/or TPVU factor and supporting documentation based on data for the prior three months, ending the last day of December and/or June, respectively. Once verified by the Telephone Company the revised OPVU and/or TPVU factor will apply prospectively and serve as the basis for billing until superseded by a new verified factor.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.12 AUTOMATIC NUMBER IDENTIFICATION

2.12.1 General

This option provides the automatic transmission of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling station. The ANI feature, which is a software function, will be associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a Customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an access tandem and a Customer's premises.

Additional ANI information digits are available with Feature Group D only. These information digits will be transmitted as agreed to by the Customer and the Company.

2.12.2 Up to 7 Digit Outpulsing of Access Digits to Customer

This Option provides for the end office capability of providing up to 7 digits of the uniform access code (950-10XX) to the Customer premises. The Customer can request that only some of the digits in the access code be forwarded. The access code digits would be provided to the Customer premises location using multifrequency signaling, and transmission of the digits would precede the forwarding of ANI if that feature were provided. It is available with Feature Group B.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.12 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)

2.12.3 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

A. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.

B. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.

C. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.12 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)

2.12.3 Regulations (Cont'd)

D. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision A, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.

E. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Company until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

F. The ten digit ANI telephone number is only available with Feature Group D. The ten digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number. The ten digit ANI telephone number will be transmitted on all calls except in the case of ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described below).

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.12 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)

2.12.3 Regulations (cont'd)

G. Where ANI cannot be provided, information digits will be provided to the Customer.

The information digits identify: (1) telephone number is the station billing number - no special treatment required, (2) ANI failure has occurred in the end office switch which prevents identification of calling telephone number - must be obtained by operator or in some other manner. The ANI telephone number is the listed telephone number of the Customer and is not the telephone number of the calling party.

2.12.4 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings pursuant to the Public Service Law of the state of Illinois.

2.13 DETERMINATION OF MILEAGE

Service for which rates are mileage sensitive are rated on the airline distance between the Company's switch location and Customer-designated premises or the end office of the Customer-designated premises.

SECTION 3 - SWITCHED ACCESS SERVICE

3.1 GENERAL

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point electrical communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises in the LATA where it is provided.

The application of rates for Switched Access Service is described in Sections 3.5 and 3.6 following. Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

3.2 RATE CATEGORIES

There are two rate categories which apply to Switched Access Service:

- SWAS
- Local Transport Service
- End User and Common Line - see Section 5 of this tariff

SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)

3.2 RATE CATEGORIES (Cont'd)

3.2.1 Switched Access Service (SWAS)

SWAS provides for the use of Company switching equipment and network services to provide Switched Access Service where the Customer point of presence is connected indirectly to PAETEC's network through a tandem switch or functionally similar equipment controlled by a third party such as an incumbent local exchange carrier. SWAS is a per-minute rate element and includes the functional equivalent of the services the competing ILEC would charge for the connection between the End User and the Customer point of presence. Federal Subscriber Line Charges and other flat-rated charges designed to recover costs of the common line are not included in SWAS. Per call database and other services are charged separately. SWAS may include the following components: Local Switching, Tandem Transport Facility (per mile) (Averaged mileage between PAETEC switches and sub-tending tandems within the state), Tandem Transport Termination, Common Trunk Port, Entrance Facility, Tandem Functionality, Tandem Multiplexer

3.2.2 Local Transport Service (LTS)

Local Transport Service (LTS) provides for the transmission and switching of calls between the Customer designated premises and the switch (es) where the Customer traffic is switched to originate or terminate the Customer's communication when the End User is served by another carrier such as a wireless (CMRS Carrier). LTS is for the services where the IXC is indirectly connected to the company via the ILEC tandem.

LTS may include: Tandem Functionality, Tandem Multiplexer, Tandem Transport Facility (per mile) (Averaged mileage between PAETEC switches and sub-tending tandems within the state), Tandem Transport Termination, Common Trunk Port, Entrance Facility.

LTS may include the following usage and mileage sensitive rate elements:

a. Tandem Switching
b. Local Transport Termination
c. Local Transport Facility (mileage sensitive)

SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)

[RESERVED FOR FUTURE USE]

SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)

3.3 OBLIGATIONS OF THE COMPANY

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

3.3.1 Network Management

The Company will administer its network to provide acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or customer facilities, natural disasters, mass calling or national security demands.

SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)

3.3 OBLIGATIONS OF THE COMPANY, (Cont'd)

3.3.2 Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the switch where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to a switch and (2) the directionality of the service.

SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)

3.3 OBLIGATIONS OF THE COMPANY, (Cont'd)

3.3.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. The data provides information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. The data does not include service performance data which is provided under other tariff sections, e.g., testing service results. If data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

3.3.4 Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)

3.4 OBLIGATIONS OF THE CUSTOMER

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

3.4.1 Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable.

A. Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.11.7 preceding. Charges will be apportioned in accordance with those reports.

B. Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company option to ensure acceptable service levels

SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)

3.4 OBLIGATIONS OF THE CUSTOMER (Cont'd)

3.4.2 On and Off-Hook Supervision

The Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

3.4.3 Trunk Group Measurements Reports

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)

3.5 RATE REGULATIONS

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

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

3.5.1 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

3.5 RATE REGULATIONS, (Cont'd)

3.5.2 Cancellation of Access Service Order

A Customer may cancel an Access Order for the installation of service on any date prior to notification by the Company that service is available for the Customer's Use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or End User is unable to accept Access Service within 30 calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

A. Prior to Firm Order Confirmation Date
If an Access Order is canceled prior to the Firm Order Confirmation date, no charges will apply.

B. On or After Firm Order Confirmation Date
If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a flat cancellation fee.

Cancellation Fee	$50.00

3.6 MONTHLY RECURRING AND NON-RECURRING CHARGES

3.6.1 Multiplexing

The Company may charge for multiplexing services. Multiplexing provides an arrangement for converting a single, higher capacity or bandwidth circuit to several lower capacity or bandwidth circuits. The following multiplexing arrangements are offered for use with Switched Access Service:

11.5 DS3 to DS1 Multiplexing charges specified in rate attachment apply when a DS3 Entrance Facility or DS3 Direct Trunked Transport is connected with DS1 Direct Trunked Transport.

SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)

3.6 MONTHLY RECURRING AND NON-RECURRING CHARGES (Cont'd)

3.6.1 Multiplexing (Cont'd)

11.6 DS1 to Voice Grade Multiplexing charges specified in rate attachment apply when a DS1 Entrance Facility or DS1 Direct Trunked Transport is connected with Voice Grade Direct Trunked Transport.

3.6.2 Access Order Charge

The Access Order Charge is applied to all customer requests for new Direct and Switched Access. In addition, the Access Order Charge is applicable to customer requests for additions and changes or rearrangements to existing Direct and Switched Access. The Access Order Charge will be applied on a per order, affirmative or otherwise, basis to each order received by the Company or copy of an order received by the Company.

3.6.3 Installation Charge

For certain facilities and equipment, a nonrecurring installation charge, as set forth in the rate attachment following, will be applied at the service wire center for each facility /equipment installation.

SECTION 3 - SWITCHED ACCESS SERVICE (Cont'd)

3.7 RATES AND CHARGES

3.7.1 Recurring Charges

		Minimum	Maximum
A.	SWAS		
	Per Minute	$0.00	$0.05
B.	800 Data Base Access Service		
	Per Minute	$0.00	$0.05
C.	Local Transport Services		
	Per Mile	$0.00	$0.05
D.	Shared Switched Trunk Port		
	Per Minute	$0.00	$0.05
	Per Access Minute	$0.00	$0.05

SECTION 4 - DIRECT (DEDICATED) SERVICE

4.1 General

The various types of Company service offerings are described below. Company services are billed at predetermined monthly rates. Recurring charges are billed in advance of the month in which service is performed. In addition, the optional features and any extraordinary installation costs other than recurring and non-recurring charges may apply as described herein. Customers requesting these services may subscribe to services on a month-to-month basis, or for term discount plans of 1 to 5 years. Customers subscribing to a term discount plan may receive a discount on charges for these arrangements. Agreements for services in excess of 5 years will be negotiated on an ICB.

4.2 Service Configurations

There are two types of service configurations over which Company's services are provided: point-to-point service and multipoint service.

4.2.1 Point-To-Point Service

Point-To-Point Service connects two Customer-designated premises, either on a directly connected basis, or through a hub where multiplexing functions are performed.

4.2.2 Multipoint Service

Multipoint Services connect three or more Customer designated premises through a Company hub. There is no limitation on the number of locations connected via multipoint service. However, when more than three points are provided in tandem, the quality of service may be degraded. Multipoint service may be provided where technically possible. If Company determines that the requested characteristics for a multipoint service are not compatible, the Customer will be advised and given the opportunity to change the order within 60 days.

SECTION 4 - DIRECT (DEDICATED) SERVICE (Cont'd)

4.3 Service Descriptions and Technical Specifications

The following service descriptions and technical specifications will apply to Company's services. When references to Bellcore Technical Publications on file with the F.C.C. are made for performance criteria, the criteria will be considered objectives for Company's performance. In no case should the reference to these Bellcore standards be construed as creating any warranties on the part of Company. Technical publications are available for review by the Customer upon request.

4.3.1 Voice Grade Service (DS-0)

A Voice Grade Facility is a channel which provides voice frequency transmission capability in the normal frequency range of 300 to 3000 HZ and may be terminated as analog two-wire or four-wire, or where facilities permit, as a four-wire in a digital format when used in conjunction with another Voice Grade Facility termination at the other end. Voice Grade Facilities are provided between Customer designated locations or between a Customer designated location and a Company's hub.

Transmission specifications are defined in Bellcore Technical Reference TR-TSY-000335, issue 2 and PUB 41004, Table 4, and those publications referenced therein for Voice Grade frequency (300-3000hertz Voice Grade Transmission).

SECTION 4 - DIRECT (DEDICATED) SERVICE (Cont'd)

4.3 Service Descriptions and Technical Specifications (Cont'd)

4.3.2 Digital Data Service (DDS)

A Digital Data Channel is a channel for duplex four-wire transmission of synchronous serial data at rates of 2.4, 4.8, 9.6, 19.2, 56, or 64 Kbps. The actual bit rate is a function of the channel interface selected by the Customer. The channel provides synchronous service with timing provided by Company, through Company facilities to the Customer in the received bit stream. Digital Data channels are provided only between Customer designated locations and/or between Customer designated locations and a Company's hub.

4.3.3 DS-1 Service

DS-1 Service, or Digital Signal Level 1 Service, is a channel for the transmission of 1.5644 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-1 Channels are provided between Customer designated locations and between Customer designated locations and a Company's hub.

Technical standards are defined in Bellcore Technical Reference TR-NPL-000054, TR-TSY-000342, TR-TSY-000194, and PUB 62508, PUB 62411, PUB 62411A.

4.3.4 Type I Channels

Type I digital channels are provided where both endpoints of a channel are served by the Company's network. Rates for Type I Channels are provided in Section 7 of this tariff.

SECTION 4 - DIRECT (DEDICATED) SERVICE (Cont'd)

4.3 Service Descriptions and Technical Specifications (Cont'd)

4.3.5 Type II Channels

Type II digital channels are provided where at least one endpoint of a channel is served by the network of an entity with whom the company's network is interconnected; such channels are provided via a combination of the Company's facilities and the facilities of the interconnected entity. Rates for the portions of the service provided over the company's facilities are based on the rates for the corresponding Type I Channel rates. Rates for the portion of the service provided over the facilities of the interconnected entity are based on the rates charged the Company by the interconnected entity. The Company may apply a service charge or mark-up to the rates charged the Company by the interconnected entity.

4.3.6 DS-3 Service

DS-3 Service, or Digital Signal Level 3 Service, is a channel for the transmission of 44.736 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-3 Channels are provided between Customer designated locations and/or between Customer designated locations and a Company's hub. DS-3 service is provided with an electrical interface. As an option, this service may be provided to a Customer with an optical interface at the Customer's premises. Services with this option will terminate in Company's Optical Line Terminating Equipment (OLTE) located in Company's hub. The OLTE located at the Customer's premises is subject to the mutual agreement of the parties, and must be compatible with the OLTE located in Company's hub. The optical interface option is available only where facilities permit, and is offered on an Individual Case Basis (ICB)

Technical standards are defined in Bellcore Technical Reference TR-NPL-000054, TR-TSY-000342, TR-TSY-000194, and PUB 62508, PUB 62411, PUB 62411A.

SECTION 4 - DIRECT (DEDICATED) SERVICE (Cont'd)

4.3 Service Descriptions and Technical Specifications (Cont'd)

4.3.7 DS-3 Packaging

DS-3 services may be ordered in multiples as specified in the Dedicated Services Rates and Charges Section. These services are offered in the same configuration as DS-3 service (i.e. either electrical or optical interface), and with the same technical specifications.

4.3.8 Fractional DS-1 Service

Fractional DS-1 service consists of 2 to 24 DS-0 or DDS channels between two Customer designated locations, utilizing DS-1 level facilities, and multiplexing arrangements.

SECTION 4 - DIRECT (DEDICATED) SERVICE (Cont'd)

4.3 Service Descriptions and Technical Specifications (Cont'd)

4.3.9 Multiplexing Services

Multiplexing is provided in the following configurations:

M13 Multiplexing (ICB)

An arrangement that converts a 44.736 Mbps channel into 28 DS-1 channels using digital time division multiplexing.

DS-1 to DS-0 Multiplexing

An arrangement that converts a 1.544 Mbps channel into 24 channels for use with Voice Grade Facilities or DDS.

4.3.10 Customer Provided Equipment

Customer provided terminating equipment such as CSUs, multiplexers, and other terminating equipment may, at the Customer's request, be provided by the Customer, at the Customer's expense. Company makes no guarantees or warranties as to the performance of Customer provided equipment.

4.3.11 Entrance Facility

The Entrance Facility provides the transmission path and the interface between the Company's service wire center and customer provided facilities at the point of termination at the customer designated location

Switched Access is provided in a number of separate Entrance Facilities. Each Entrance Facility provides a specified facility interface (e.g., two-wire, four-wire, DS1, etc.) Provisions of the Entrance Facility and any Optional Arrangements may require placement of Company equipment on the Customer's premises.

SECTION 4 - DIRECT (DEDICATED) SERVICE (Cont'd)

4.3 Service Descriptions and Technical Specifications (Cont'd

4.3.11 Entrance Facility (Cont'd)

The following Standard Entrance Facilities are available:
DS1 Digital
DS3 Digital
Optical Fiber OC3, OC12, OC48

The number of Entrance Facilities provided is determined by the Customer's order for service.

In cases where the ordering customer provides its own access facilities through a vendor or other competitive access provider, the access order installation charge and an access order charge will be waived. A monthly recurring port charge applies to Customer entrance facilities regardless of type or method of provisioning. The port charge rates may be found in the rate section and are per facility ordered.

4.3.12 SWAS- DC

SWAS (Direct Connect) or SWAS-DC applies to Switched Access Service where the Customer directly connects to the Company switch. Additional flat-rated or other direct connect charges may apply per other terms of this Tariff.

SWAS-DC may include Local Switching on per minute of use element in addition to the facility and associated charges billed on a flat per month rate.

SECTION 4 - DIRECT (DEDICATED) SERVICE (Cont'd)

4.4 Service Descriptions and Technical Specifications (Cont'd)

4.3.13 Local Transport Services (Direct Connect)

Customers who choose Local Transport Services (Direct Connection) ("LTS – DC") directly connect with the Company's switch(es).
LTS-DC may include: Tandem Functionality, Tandem Multiplexer.

LTS-DC may include the following usage and mileage sensitive rate elements:

1. Tandem Switching
2. Local Transport Termination
3. Local Transport Facility (mileage sensitive)

SECTION 4 - DIRECT (DEDICATED) SERVICE (Cont'd)

4.4 Rate Categories

There are seven rate categories that may apply to Company's Services.

4.4.1 Channel Terminations (CT) / Local Distribution Channel (LDC)

The Channel Termination Rate Category provides for the communications path between a Customer designated premises, and another Customer designated premises. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the Company's service is to be connected, and the type of signaling capability (if any). One channel Termination charge applies per Customer designated premises at which the service is terminated.

4.4.2 Channel Mileage Termination (CMT) - Fixed

This rate element applies per termination whenever there is mileage associated with the channel; a channel has mileage associated with it when the endpoints are located in geographic areas normally served out of separate Telephone Company end offices. Different charges may apply depending on whether the connection is a Type I (on-Net) or Type II (off-net) connection.

4.4.3 Channel Mileage (CM) - Per Mile

This rate element applies whenever there is mileage associated with the channel. The unit rate is multiplied by the number of miles (Interoffice Mileage) between the two Telephone end offices which normally serve the geographic areas in which the endpoints of the channel are located. Interoffice Mileage is determined according to the V&H coordinates method set forth in Section 2.10.2. Fractions of a mile are rounded up to the next whole mile before rates are applied. Different charges may apply depending on whether the connection is a Type I (on-Net) or Type II (off-net) connection.

SECTION 4 - DIRECT (DEDICATED) SERVICE (Cont'd)

4.4 Rate Categories (Cont'd)

4.4.4 Optional Features and Functions

The Optional Features and Functions Rate Category provides for optional services which may be added to a Company's service to improve its quality or characteristics to meet specific communications requirements. These services are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics which may be obtained. These characteristics may be derived using various combinations of equipment.

4.4.5 Extraordinary Charges

From time to time, customers may request special services not addressed specifically by rate elements in this tariff, or services to locations that may cause Company to incur extraordinary expenses not contemplated in the provision of standard service offerings. These costs include, but are not limited to:

- Additional construction costs
- Building space rental or rights-of-way costs
- Additional equipment
- Special facilities routing

In these cases, the Customer will be billed additional charges computed on an ICB. Special services not addressed in this tariff shall be approved by the F.C.C. prior to the provision of such service.

SECTION 4 - DIRECT (DEDICATED) SERVICE (Cont'd)

4.4 Rate Categories (Cont'd)

4.4.6 Volume Discounts

Discounts for specified dollar volumes of traffic to a specific location or aggregate dollar volumes may apply, as specified in this tariff, to customers that subscribe to substantial volumes of Company's services.

4.4.7 Term Discounts

Customers will be eligible for discounts for executing agreements for services for 1 to 5 years, as specified in this tariff.

4.5 Application of Rate Elements

The rate elements described in F1 of this tariff will be applied as follows:

4.5.1 Point-To-Point Services

- Channel Terminations (when applicable)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

4.5.2 Multipoint Services

- Channel Terminations (one per designated Customer location)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

SECTION 4 - DIRECT (DEDICATED) SERVICE (Cont'd)

4.6 Regulations and Computations of Mileage

4.6.1 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

4.6.2 All times refer to local time.

4.6.3 All inter-city services are rated according to the mileage between the Company's Point of Presence in each city.

4.6.4 Airline mileage, used in connection with determining rates for intercity portions of services and facilities, is obtained by using the "V" and "H" coordinates assigned to each point as set forth in (e) below. This procedure is referenced in the AT&T Tariff FCC No. 10. To determine the airlines distance between any two locations, proceed as follows:

A) Utilize the "V" and "H" coordinates for each Customer designated location.

B) Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.

C) Square each difference obtained in step (ii) above.

D) Add the square of the "V" difference and the "H" difference obtained in step (iii) above.

SECTION 4 - DIRECT (DEDICATED) SERVICE (Cont'd)

4.6 Regulations and Computations of Mileage (Cont'd)

4.6.4 (Cont'd)

E) Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.

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

G) Formula = $\sqrt{\dfrac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$

SECTION 4 - DIRECT (DEDICATED) SERVICE (Cont'd)

4.7 Contract Rates - Special Pricing Arrangements-ICB

4.7.1 In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Company's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on Company and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

4.7.2 In addition to any rate or charge established by the Company, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option.

4.8 Back Billing

Company shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered, assuming that the customer was aware of the unbilled services during the period the services were unbilled, for a period of six years after the service was rendered.

SECTION 4 - DIRECT (DEDICATED) SERVICE (Cont'd)

4.9 Taxes

4.9.1 Sales, Use and Excise Taxes

In addition to all recurring, non-recurring, usage or special charges, Customer shall also be responsible for and shall pay all applicable federal, state and local sales, use and excise taxes.

4.10 **[Reserved]**

4.11 Temporary Promotional Programs

The Company may establish temporary promotional programs, wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service not previously received by the Customer. The terms of promotional programs will be filled with the F.C.C. subject to the requirements of applicable law, except if the promotion is to reduce rates.

SECTION 4 - DIRECT (DEDICATED) SERVICE (Cont'd)

4.12 RATES AND CHARGES

4.12.1 Recurring Charges

		Minimum	Maximum
A.	SWAS- DC Per access minute	$0.00	$0.05
A.	Local Transport Services Termination, per minute	$0.00	$0.05
B.	Transport		
	DS0 Port, per port	**	**
	DS1 Port, per port	**	**
C.	Multiplexing		
	DS3 to DS1	**	**
	DS1 to DS0	**	**
E.	800 Data Base Per Query	$0.00	$0.05

**For current rates please see PAETEC Communications, Inc's FCC Tariff No. 1 - Interstate Access