BUSINESS DATA SERVICES (BDS) PRODUCT GUIDE

This Product Guide contains the descriptions, regulations, and rates applicable to the provision of interstate BDS provided by Inteliquent, Inc. ("Company").

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SECTION 1: DEFINITIONS

Certain terms used herein are defined as follows:

Act - means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 State. 56 (1996) codified throughout 47 U.S.C., and as interpreted by Applicable Law

Bit - the smallest unit of information in the binary system of notation.

Carrier or Telecommunications Carrier - any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in communication by wire or radio; provided that where the defined term “Non-Carrier” is used in this Product Guide, the entity will not be considered a Telecommunications Carrier.

Channel(s) - an electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.

Clear Channel Capability (CCC) – 64 kbps CCC provides a Bipolar with Eight Zero substitution (B8ZS) encoding technique that allows a customer to transport voice or data signals over a 64 kbps channel with no constraint on the quantity or sequence or ones (mark) and zero (space) bits.

Common Channel Signaling Network - a digital data network carrying signaling, routing, and control information which interfaces with the voice/data network.

Company – see “Telephone Company”.

Customer(s) - any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or any other entity which subscribes to the services offered under this Product Guide.

End User - any customer of a telecommunications service that is not a Carrier.

Exchange - a unit generally smaller than a LATA, established by the incumbent local service provider for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area.

SECTION 1: DEFINITIONS

Immediately Available Funds - a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, and U.S. Postal Money Orders.

Individual Case Basis (ICB) - a condition in which the regulations, rates and charges for an offering under the provisions of this Product Guide are developed based on the circumstances in each case.

Interconnected Carrier (IC) or Interconnected Telecommunications Carrier – A Carrier or Telecommunications Carrier connected to the Telephone Company.

Interstate Communications - both interstate and foreign communications.

Interexchange Carrier (IXC) – Toll Service provider.

Intrastate Communications - any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved. Intrastate communication can be intraLATA or InterLATA in nature, with intraLATA calls being between two parties located within the same LATA and intrastate, interLATA calls being between two users in different LATAs in the state.

Local Access and Transport Area (LATA) - a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Meet-Point Billing (MPB) - refers to the billing associated with interconnection of facilities between two or more carriers for the routing of traffic to and from an interexchange carrier with which one or more of the carriers does not have a direct connection. In a multi-bill environment, each local carrier bills the appropriate tariffed or product guide rate for its portion of a jointly provided Special Access Service (aka Business Data Services or "BDS").

Point of Termination - the point of demarcation within a customer-designated premises or point of interconnection at which the Telephone Company's responsibility for the provision of service ends.

Premises - a building, a portion of a building in a multi-tenant building or buildings on continuous property not separated by a public thoroughfare.

Telephone Company – Inteliquent, Inc.

V and H Coordinates Method - a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

SECTION 2: GENERAL REGULATIONS

2.1 Undertaking of the Telephone Company

2.1.1 Scope

(A) The Telephone Company does not undertake to transmit messages under this Product Guide.

(B) The Telephone Company shall be responsible only for the installation, operation and maintenance of the services which it provides.

(C) The Telephone Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.

(D) Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this Product Guide.

(E) The Telephone Company does not warrant that its facilities and services meet standards other than those set forth in this Product Guide.

2.1.2 Limitations

(A) The customer may not assign or transfer the use of services provided under this Product Guide; however, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:

(1) another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability, if any, applicable to such services, if any; or

(2) a court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

SECTION 2: GENERAL REGULATIONS

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.2 Limitations (Cont'd)

(B) In all cases of assignment or transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer which acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this Product Guide shall apply to such assignee or transferee.

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

(D) The regulations for the installation and restoration of Telecommunications Service Priority (TSP) system services shall be subject to the Federal Communications Commission's Rules and Regulations.

(E) Subject to compliance with the rules mentioned in (D) preceding, the services offered herein will be provided to customers on a first-come, first-served basis.

2.1.3 Liability

(A) The Telephone Company's liability, if any, for its willful misconduct is not limited by this Product Guide. With respect to any other claim or suit, by a customer, or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of (B) through (L) following, the Telephone Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this Product Guide as a Credit Allowance for a Service Interruption.

SECTION 2: GENERAL REGULATIONS

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

(B) The Telephone Company shall not be liable for:

(1) Any act or omission of any other carrier or customer providing a portion of a service;

(2) Any intentional, wrongful act of a Telephone Company employee when such act is not within the scope of the employee's responsibilities for the Telephone Company and/or is not authorized by the Telephone Company;

(3) Any representations made by Telephone Company employees that do not comport, or that are inconsistent, with the provisions of this Product Guide;

(4) Any noncompletion of calls due to network busy conditions; and

(5) Any calls not actually attempted to be completed during any period that service is unavailable.

(C) The Telephone Company is not liable for damages to the customer premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Telephone Company's negligence.

(D) The Telephone Company shall be indemnified, defended and held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this Product Guide, involving:

(1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications;

(2) Claims for patent infringement arising from the end user's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or Interconnected Carrier ("IC");

(3) All other claims arising out of any act or omission of the end user in the course of using services provided pursuant to this Product Guide.

SECTION 2: GENERAL REGULATIONS

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

(E) The Telephone Company shall be indemnified, defended and held harmless by the IC against any claim, loss or damage arising from the IC's use of services offered under this Product Guide, involving:

(1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the IC's own communications;

(2) Claims for patent infringement arising from the IC's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or IC or;

(3) All other claims arising out of any act or omission of the IC in the course of using services provided pursuant to this Product Guide.

(F) The Telephone Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Telephone Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to such customer's use of services so provided.

(G) No license under patents (other than the limited license to use) is granted by the Telephone Company or shall be implied or arise by estoppel, with respect to any service offered under this Product Guide. The Telephone Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this Product Guide and will indemnify such customer for any damages awarded based solely on such claims.

(H) The Telephone Company's failure to provide or maintain services under this Product Guide shall be excused by labor difficulties, governmental orders, civil commotion, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in 2.4.4. following.

SECTION 2: GENERAL REGULATIONS

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

(I) The Telephone Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Telephone Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

(J) Except as otherwise stated in this Product Guide, any claim of whatever nature against the Telephone Company shall be deemed conclusively to have been waived unless presented in writing to the Telephone Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

(K) NEITHER TELEPHONE COMPANY NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR ASSIGNS, SHALL BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, INCLUDING THEIR OWN CUSTOMERS OR END USERS, FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS OR ANY OTHER PECUNIARY LOSS, ARISING IN ANY WAY OUT OF OR UNDER THIS PRODUCT GUIDE OR RELATED AGREEMENT, WHETHER IN TORT, CONTRACT OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CARRIER'S AND ITS SUBCONTRACTORS LIABILITY TO CUSTOMER AND ITS CUSTOMERS OR END USERS ARISING OUT OF OR UNDER THIS PRODUCT GUIDE OR RELATED AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER TO CARRIER IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE TIME THAT THE EVENT RESULTING IN LIABILITY OCCURS.

SECTION 2: GENERAL REGULATIONS

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

(L) DISCLAIMER OF WARRANTIES. TELEPHONE COMPANY MAKES NO WARRANTY TO CUSTOMER, OR TO ITS OWN CUSTOMERS, END USERS, OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES OR RESULTS, TITLE, NONINFRINGEMENT, QUIET ENJOYMENT OR QUIET POSSESSION, OR CORRESPONDENCE TO DESCRIPTION WITH RESPECT TO THE SERVICES AND ANYTHING PROVIDED OR USED UNDER, OR AS A RESULT OF, THIS PRODUCT GUIDE OR ANY RELATED AGREEMENT.

2.1.4 Provision of Services

The Telephone Company, to the extent that such services are or can be made available with reasonable effort, will provide to the customer upon reasonable notice services offered in other applicable sections of this Product Guide at rates and charges specified therein.

2.1.5 Maintenance of Services

The services provided under this Product Guide shall be maintained by the Telephone Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Telephone Company, other than by connection or disconnection to any interface means used, except with the written consent of the Telephone Company.

2.1.6 Refusal and Discontinuance of Service

Unless the provisions of 2.2.1(B) apply, if a customer fails to comply with the provisions of this Product Guide or other requirements agreed to by the customer, including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on five (5) days written notice of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying customer and/or discontinue the provision of services at any time thereafter. Telephone Company reserves the right to refuse service to any carrier whose use or continued use of the Service would be materially adverse to the interest of the Telephone Company or Interconnected Carriers.

If the Telephone Company does not refuse additional applications for service on the date specified in the five (5) days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service by the non-complying customer without further notice.

SECTION 2: GENERAL REGULATIONS

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.7 Notification of Service-Affecting Activities

The Telephone Company will provide the customer reasonable notification of service affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific; they affect many customer services. No specific advance notification period is applicable to all service activities. The Telephone Company will work cooperatively with the customer to determine reasonable notification requirements.

2.1.8 Coordination with Respect to Network Contingencies

The Telephone Company intends to work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2.1.9 Emergency Blocking

Customer agrees that if the Telephone Company, in its sole discretion, determines that an emergency action is necessary to protect the Telephone Company network or business, the Telephone Company may block any transmission path over the Telephone Company network to Customer transmissions that are needed to protect the integrity of the Telephone Company network or business. Neither Party shall have any obligation to the other Party for any claim, judgment or liability resulting from such blockage.

SECTION 2: GENERAL REGULATIONS

2.2 Use

2.2.1 Interference or Impairment

(A) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Telephone Company and associated with the facilities utilized to provide services under this Product Guide shall not interfere with or impair service over any facilities of the Telephone Company, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.

(B) Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with (A) preceding, the Telephone Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in 2.4.4 (A) and (B) following is not applicable.

2.2.2 Unlawful Use

The service provided under this Product Guide shall not be used for an unlawful purpose.

SECTION 2: GENERAL REGULATIONS

2.3 Obligations of the Customer

2.3.1 Damages

The customer shall reimburse the Telephone Company for damages to the Telephone Company facilities utilized to provide services under this Product Guide caused by the negligence or willful act of the customer or resulting from the customer's improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. The Telephone Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Telephone Company for the damages to the extent of such payment.

2.3.2 Ownership of Facilities and Theft

Facilities utilized by the Telephone Company to provide service under the provisions of this Product Guide shall remain the property of the Telephone Company. Such facilities shall be returned to the Telephone Company by the customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

2.3.3 Equipment Space and Power

The customer shall furnish or arrange to have furnished to the Telephone Company, at no charge, equipment space and electrical power required by the Telephone Company to provide services under this Product Guide 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 Telephone Company. The customer shall also make necessary arrangements in order that the Telephone Company will have access to such spaces at reasonable times for installing, testing, inspecting, repairing or removing Telephone Company services. Customer shall prepare its site for and accept delivery of any equipment before the requested service start date. Customer shall provide reasonable access for Carrier to install, maintain, or remove any equipment.

SECTION 2: GENERAL REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.4 Availability for Testing

The services provided under this Product Guide shall be available from the Telephone Company at times mutually agreed upon in order to permit the Telephone Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

2.3.5 Design of Customer Services

Subject to the provisions of 2.1.7 preceding, the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Telephone Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.3.6 References to the Telephone Company

The customer may advise End Users that certain services are provided by the Telephone Company in connection with the service the customer furnishes to End Users; however, the customer shall not represent that the Telephone Company jointly participates in the customer's services.

SECTION 2: GENERAL REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.7 Claims and Demands for Damages

(A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this Product Guide, any circuit, apparatus, system or method provided by the customer.

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

(C) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the customer or third parties arising out of any act or omission of the customer in the course of using services provided under this Product Guide.

SECTION 2: GENERAL REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.8 Jurisdictional Report Requirements

(A) A Mixed Use Special Access Service is a Special Access Service (line) which carries both intrastate and interstate traffic.

When the Customer orders a Mixed Use Special Access Service (line) which is entirely or partially physically intrastate, the Customer must certify to the Company whether the physically intrastate portion of the service (line) is considered to be jurisdictionally intrastate or jurisdictionally interstate as follows:

- If the Customer estimates that the interstate Special Access traffic on the service (line) involved constitutes ten percent or less of the total traffic on the service (line), the service (line) is considered to be jurisdictionally intrastate and will be provided in accordance with the applicable rates and terms and conditions of the appropriate intrastate tariff/Product Guide.

- If the Customer estimates that the interstate Special Access traffic on the service (line) involved constitutes more than ten percent of the total traffic on the service (line), the service (line) is considered to be jurisdictionally interstate and will be provided in accordance with the applicable rates and terms and conditions in this Product Guide.

(B) Special Access Jurisdictional Verification If a dispute arises, the Company will ask the Customer to provide the data the Customer uses to determine the certified interstate percentage. The Customer shall supply the data within thirty (30) days of the Company request. The Customer shall keep records of system design and functions from which the percentage was determined, and upon request of the Company make the records available for inspection as reasonably necessary for purposes of verification of the percentages.

2.3.9 Coordination with Respect to Network Contingencies

The customer shall, in cooperation with the Telephone Company, coordinate in planning the actions to be taken to maintain maximum network capability, including following natural or manmade disasters which affect telecommunications services.

2.3.10 Compliance with Laws

Customer shall comply with all applicable laws and regulations in its use of the service. Customer is solely responsible for all products and services it provides to its End Users and to other carriers.

SECTION 2: GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances

2.4.1 Payment of Rates, Charges and Deposits

(A) The Telephone Company will, in order to safeguard its interests, require a customer which has a history of late payments or does not have acceptable credit, to make a deposit prior to or at any time after the provision of a service to the customer to be held by the Telephone Company as a guarantee of the payment of rates and charges. No such deposit will be required of a customer which is a successor of a company which has established credit with the Telephone Company and has no history of late payments to the Telephone Company. Such deposit may not exceed the estimated rates and charges for the service for a two-month period. The fact that a deposit has been made in no way relieves the customer from complying with the Telephone Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance that may remain will be refunded.

Such a deposit will be refunded or credited in any event to the account when the customer has acceptable credit or after the customer has established a one-year prompt payment record with no late payments at any time prior to the termination of the provision of the service to the customer. In case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive interest at the same percentage rate as that set forth in (C) following. Simple interest will be applied to the rate for the number of days from the date the customer deposit is received by the Telephone Company to and including the date such deposit is credited to the customer's account or the date the deposit is refunded by the Telephone Company. Should a deposit be credited to the customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the customer's account.

SECTION 2: GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) The Telephone Company shall bill all charges incurred by and credits due to the customer under this Product Guide attributable to services. In addition, the Telephone Company shall bill in advance charges for all services to be provided during the ensuing billing period.

The Telephone Company will establish a bill day each month for each customer account. The bill will cover non-usage sensitive service charges for the ensuing billing period for which the bill is rendered. Payment for bills is due as set forth in (C) following. If payment is not received by the payment date, as set forth in (C) following in immediately available funds, a late payment penalty will apply as set forth in (C) following

(C) All bills dated as set forth in (B) preceding for service are due 30 days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date) whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and a day when Martin Luther King Day, Washington's Birthday, Memorial Day, Columbus Day and Veterans Day are legally observed), payment for such bills will be due from the customer as follows:

(1) If such payment date falls on a Sunday or on a Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday. If such payment date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.

SECTION 2: GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(C)(1) (Cont'd)

Further, if any portion of the payment is received by the Telephone Company after the payment date as set forth in (a) preceding, or if any portion of the payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, then a late payment penalty shall be due to the Telephone Company. The late payment penalty shall be the portion of the payment not received by the payment date times a late factor. The late factor shall be the lesser of:

(a) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, applied on a simple interest basis for the number of days from the payment due date to and including the date that the customer actually makes the payment to the Telephone Company, or

(b) 0.000493 per day, (annual percentage rate of 18.0% applied on a simple interest basis for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company.

(D) In the event that a billing dispute concerning any charges billed to the customer by the Telephone Company is resolved in favor of the Telephone Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in (C) preceding. If the customer disputes the bill on or before the payment date, and pays the undisputed amount on or before the payment date, any late payment charge for the disputed amount will not start until 10 working days after the payment date. If the billing dispute is resolved in favor of the customer, no late payment penalty will apply to the disputed amount. If the customer disputes the billed amount and the billing dispute is resolved in the favor of the customer, the customer will receive a refund for any amount overpaid plus interest if applicable as described below.

If a customer has overpaid because of a billing error, a refund in the amount of the overpayment will be made to the customer. If a claim for a refund pertaining to the overpayment was submitted by the customer within six months of the payment date, interest on the refund will be paid to the customer from the date of the overpayment to and including the date on which the refund is made to the customer. The interest rate will be 0.000493 per day (annual percentage rate of 18.0%), applied on a simple interest basis. Refunds will be made by crediting the customer's account.

SECTION 2: GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(E) Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this Product Guide will be prorated to the number of days or major fraction of days based on a 30 day month. The Telephone Company will, upon written request and if available, furnish such detailed information as may reasonably be required for verification of any bill.

(F) Customer shall pay to the Telephone Company all taxes and fees that are associated with Customer's lease, use or purchase of the Services, or any other transaction hereunder, including, but not limited to, any sales, use, federal excise or similar taxes, franchise fees, right-of-way fees, license fees and surcharges. All such taxes and fees shall be stated separately on Customer's invoices. To the extent Customer claims exemption from any tax or fee, Customer must provide a valid exemption certificate. Customer agrees to pay and to hold the Telephone Company harmless from and against any penalty, interest, additional tax, or other charge that may be levied or assessed as a result of a delay or failure of Customer, for any reason, to pay any tax or fee charged to Customer by the Telephone Company.

(G) In the event that the Company pursues and prevails on a claim in Court or before any regulatory body arising out of a Customer's refusal to make payment pursuant to this Product Guide, Customer shall be liable for the payment of the Company's reasonable attorneys' fees incurred in collecting those unpaid amounts.

SECTION 2: GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.2 Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month except for those services ordered with a longer minimum term.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not, as follows:

(A) When a service with a one-month minimum period is discontinued prior to the expiration of the minimum period, a one-month charge will apply at the rate level in effect at the time service is discontinued.

(B) When a service with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, the applicable charge will be the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period, unless otherwise expressly specified under the terms of the written service order.

2.4.3 Cancellation of an Order for Service

Provisions for the cancellation of an order for service are established in the service order.

2.4.4 Credit Allowance for Service Interruptions

(A) General

A service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this Product Guide or in the event that the protective controls applied by the Telephone Company result in the complete loss of service by the customer, through no fault of the customer directly or indirectly. An interruption period starts when an inoperative service is reported to the Telephone Company, and ends when the service is operative.

SECTION 2: GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, when requested by the Customer in writing within ninety (90) days of the interruption and if not due to the negligence of the customer or the customer's end user, shall be as follows:

(1) Except as specified in the written service order, no credit shall be allowed for an interruption of less than 30 minutes. The customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or major fraction thereof that the interruption continues for all services except as described herein. The Telephone Company may require joint out of service testing between the customer and the Telephone Company for investigation and correction of the interruption.

(2) For interruptions of Services other than those provided for in 2.4.4.B.1., the Customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of the applicable fixed monthly rates, if any.

(3) The credit allowance(s) for service interruptions in any month shall not exceed applicable fixed monthly rates for that month for that particular rate element. An interruption period starts when an inoperative service is released by the customer to the Telephone Company for testing/repair and ends when the service is operative. The customer must make an inoperative circuit available for testing by the Telephone Company and provide access as needed. Suspension of the calculated interruption period will occur when access to the customer premises cannot be gained or the customer does not release the circuit experiencing trouble.

(4) No credit shall be allowed for interruptions required to perform preventative or routine maintenance, or to perform software updates when the customer has been notified at least 24 hours prior to such occurrences.

(5) The monthly charges used to determine the credit shall be the recurring, non-usage sensitive charges associated with that rate element (less any credits) that is inoperative.

SECTION 2: GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(C) When A Credit Allowance Does Not Apply

No credit allowance will be made for:

(1) Interruptions caused by the negligence of the customer.

(2) Interruptions of a service due to the failure of equipment or systems provided by the customer or others.

(3) Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated.

(4) Interruptions of a service when the customer has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the customer prior to the release of that service.

(5) Periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.

(6) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.

(D) Use of an Alternative Service Provided by the Telephone Company

Should the customer elect to use an alternative service provided by the Telephone Company during the period that a service is interrupted, the customer must pay the tariffed or product guide rates and charges for the alternative service used.

(E) Temporary Surrender of a Service

In certain instances, the customer may be requested by the Telephone Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of 30 minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service rendered in any one monthly billing period.

SECTION 2: GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.5 Reestablishment of Service Following Fire, Flood or Other Occurrence

(A) Nonrecurring Charges Do Not Apply

Charges do not apply for the reestablishment of service following a fire, flood or other occurrence attributed to an Act of God provided that:

(1) The service is for the same customer.

(2) The service is at the same location on the same premises.

(3) The reestablishment of service begins within 60 days after Telephone Company service is available. (The 60 day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period).

(4) The services is the same type as that provided previous to the occurrence.

(5) The customer is current for all charges for services.

(B) Nonrecurring Charges Apply

Nonrecurring Charges apply for establishing service at a different location on the same premises or at a different premise pending reestablishment of service at the original location.

2.4.6 Title or Ownership Rights

The payment of rates and charges by customers for the services offered under the provisions of this Product Guide does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Telephone Company in the provision of such services.

2.4.7 Ordering, Rating and Billing of Special Access Service Where More Than One Exchange Telephone Company is Involved

When a service is ordered by a customer where one end of the service is in one Exchange Telephone Company operating territory and the other end is in another Exchange Telephone Company operating territory, each Exchange Telephone Company involved will receive a copy of the order and will arrange to provide its portion of the service

SECTION 2: GENERAL REGULATIONS

2.5 Notices

2.5.1 Any notices or other communications required or permitted to be given or the terms of this section shall be in hard-copy writing, unless otherwise specifically provided herein. Such notices or communications shall be sufficiently given if delivered personally, or if delivered by prepaid overnight express service, or if delivered by confirmed facsimile transmission and with a copy delivered thereafter either personally, or by prepaid overnight express service, to the Customer's authorized representative.

2.5.2 Notice shall be given to the Telephone Company's Vice President – Regulatory, One North Wacker Drive, Suite 2500, Chicago, IL 60606.

A copy of each notice relating to an action, suit, proceeding or claim is to be sent simultaneously to the Telephone Company's General Counsel, One North Wacker Drive, Suite 2500, Chicago, IL 60606.

2.5.3 Either party may unilaterally change its designated representative and/or address for the receipt of notices by giving seven days' prior written notice to the other party in compliance with this section. Any notice or other communication shall be deemed given when received.

2.6 The rates charged for services identified herein are applied in a manner such that the rate charged by the Telephone Company reasonably approximates the rate charged by the relevant Incumbent Local Exchange Carrier for such services.

SECTION 2: GENERAL REGULATIONS

2.7 Shared use (i.e., Switched Access Services provided over a digital high capacity Special Access (aka Business Data Services or “BDS”) facility (“Shared Use”)) is allowed.

The Shared Use facility will be ordered, provisioned and rated only as Special Access Service, regardless of whether individual channels of the Shared Use facility are used for Special Access Service, Switched Access Service, or any other type of service. Notwithstanding any provision of this Product Guide, the practice known as “ratcheting” (to apply non-Special Access rates on a proportional basis) shall not apply in any circumstance.

While shared use is allowed, individual services utilizing these high capacity shared use facilities must be ordered either as Switched Access Service (under the applicable Company FCC Tariff) or Special Access Service. When placing the order for the individual service(s) the Customer must specify a channel assignment for each service ordered. In certain Shared Use cases, the customer for the Special Access Service and Switched Access Service may be different. A Switched Access customer may, with proper authorization, order Switched Access directly to the Special Access customer's DS1 to VG multiplexer. In situations where the Switched Access order consists of 24 same Line-side or Trunk-side Switched Access connections between the same End Office and/or Tandems, the Switched Access customer may, with proper authorization, order directly to a DS1 port on a DS3 multiplexer.

For the avoidance of doubt, any facility that is not both ordered specifically as Switched Access Service and used exclusively to carry Switched Access Service traffic is therefore considered a “Shared Use” facility and subject to the rates, terms and conditions found in this BDS Product Guide.

SECTION 3: RATES AND CHARGES

3.1 BDS Rates and Charges – AT&T (Bellsouth) Territory

	NRC	**Monthly**
Channel Termination		
DS3		$95,099.73
DS1		$7,959.33
Direct-Trunked Transport – Fixed		
DS3		$72,140.93
DS1		$3,537.39
Direct-Trunked Transport – Per Mile		
DS3		$3,437.79
DS1		$773.96
Dedicated Multiplexing		
DS3		$40,814.82
DS1		$15,867.18

SECTION 3: RATES AND CHARGES

3.2 BDS Rates and Charges – AT&T (SWBT) Territory

	NRC	Monthly
Channel Termination		
DS3		$79,550.27
DS1		$7,841.42
Direct-Trunked Transport – Fixed		
DS3		$24,464.87
DS1		$8,364.23
Direct-Trunked Transport – Per Mile		
DS3		$3,472.52
DS1		$2,468.63
Dedicated Multiplexing		
DS3		$69,588.90
DS1		$10,039.37

SECTION 3: RATES AND CHARGES

3.3 BDS Rates and Charges – AT&T (Ameritech) Territory

	NRC	Monthly
Channel Termination		
DS3		$100,642.56
DS1		$9,180.56
Direct-Trunked Transport – Fixed		
DS3		$14,274.41
DS1		$2,284.56
Direct-Trunked Transport – Per Mile		
DS3		$4,526.52
DS1		$745.91
Dedicated Multiplexing		
DS3		$57,052.32
DS1		$21,427.80

SECTION 3: RATES AND CHARGES

3.4 BDS Rates and Charges – AT&T (PacBell) Territory

	NRC	Monthly
Channel Termination		
DS3		
California		$94,702.85
Nevada		$86,141.64
DS1		
California		$6,932.30
Nevada		$6,818.70
Direct-Trunked Transport – Fixed		
DS3		
California		$18,940.56
Nevada		$12,914.00
DS1		
California		$2,841.15
Nevada		$2,582.69
Direct-Trunked Transport – Per Mile		
DS3		
California		$1,294.25
Nevada		$1,549.62
DS1		
California		$558.98
Nevada		$526.82
Dedicated Multiplexing		
DS3		
California		$29,182.35
Nevada		$46,528.65
DS1		
California		$18,395.10
Nevada		$15,588.90

SECTION 3: RATES AND CHARGES

3.5 BDS Rates and Charges – Brightspeed Territory

	NRC	Monthly
Channel Termination		
DS3		
Alabama		$6,532.00
Arkansas		$5,337.00
Georgia		$6,081.00
Illinois		$5,274.00
Indiana		$6,153.00
Kansas		$8,213.00
Louisiana		$6,756.00
Michigan		$6,412.00
Mississippi		$6,459.00
Missouri		$6,555.00
New Jersey		$6,338.00
North Carolina		$6,441.00
Ohio		$6,803.00
Pennsylvania		$5,674.00
South Carolina		$4,610.00
Tennessee		$6,635.00
Texas		$6,211.00
Virginia		$5,130.00
Wisconsin		$6,568.00
DS1		
Alabama		$697.00
Arkansas		$569.00
Georgia		$649.00
Illinois		$562.00
Indiana		$656.00
Kansas		$876.00
Louisiana		$721.00
Michigan		$684.00
Mississippi		$689.00
Missouri		$699.00
New Jersey		$676.00
North Carolina		$676.00
Ohio		$726.00
Pennsylvania		$605.00
South Carolina		$492.00
Tennessee		$708.00
Texas		$662.00
Virginia		$547.00
Wisconsin		$700.00

SECTION 3: RATES AND CHARGES

3.5 BDS Rates and Charges – Brightspeed Territory (Cont'd)

	NRC	Monthly
Direct-Trunked Transport – Fixed		
DS3		
Alabama		$2,672.00
Arkansas		$2,183.00
Georgia		$4,526.34
Illinois		$3,925.74
Indiana		$2,517.00
Kansas		$3,360.00
Louisiana		$2,764.00
Michigan		$2,623.00
Mississippi		$2,642.00
Missouri		$2,681.00
New Jersey		$4,719.26
North Carolina		$4,795.70
Ohio		$5,065.06
Pennsylvania		$3,231.00
South Carolina		$1,886.00
Tennessee		$2,714.00
Texas		$4,624.62
Virginia		$2,099.00
Wisconsin		$4,890.38
DS1		
Alabama		$285.00
Arkansas		$424.06
Georgia		$265.00
Illinois		$418.60
Indiana		$487.76
Kansas		$651.56
Louisiana		$536.90
Michigan		$280.00
Mississippi		$282.00
Missouri		$285.00
New Jersey		$502.32
North Carolina		$511.42
Ohio		$540.54
Pennsylvania		$451.36
South Carolina		$365.82
Tennessee		$525.98
Texas		$493.22
Virginia		$407.68
Wisconsin		$522.34

SECTION 3: RATES AND CHARGES

3.5 BDS Rates and Charges – Brightspeed Territory (Cont'd)

	NRC	Monthly
Direct-Trunked Transport – Per Mile		
DS3		
Alabama		$467.00
Arkansas		$382.00
Georgia		$791.70
Illinois		$686.14
Indiana		$440.00
Kansas		$587.00
Louisiana		$483.00
Michigan		$458.00
Mississippi		$49.00
Missouri		$469.00
New Jersey		$824.46
North Carolina		$839.02
Ohio		$884.52
Pennsylvania		$406.00
South Carolina		$330.00
Tennessee		$474.00
Texas		$808.08
Virginia		$367.00
Wisconsin		$855.40
DS1		
Alabama		$50.00
Arkansas		$74.62
Georgia		$46.00
Illinois		$76.80
Indiana		$85.54
Kansas		$114.66
Louisiana		$94.64
Michigan		$49.00
Mississippi		$49.00
Missouri		$50.00
New Jersey		$87.36
North Carolina		$89.18
Ohio		$94.64
Pennsylvania		$78.26
South Carolina		$63.70
Tennessee		$92.82
Texas		$85.54
Virginia		$70.98
Wisconsin		$91.00

SECTION 3: RATES AND CHARGES

3.5 BDS Rates and Charges – Brightspeed Territory (Cont'd)

	NRC	Monthly
Dedicated Multiplexing		
DS3		
Alabama		$2,906.54
Arkansas		$2,366.00
Georgia		$2,695.42
Illinois		$1,285.00
Indiana		$1,499.00
Kansas		$2,000.00
Louisiana		$1,646.00
Michigan		$1,562.00
Mississippi		$1,573.00
Missouri		$2,906.54
New Jersey		$2,810.08
North Carolina		$2,855.58
Ohio		$3,015.74
Pennsylvania		$2,515.24
South Carolina		$2,043.86
Tennessee		$2,941.12
Texas		$2,753.66
Virginia		$2,275.00
Wisconsin		$2,912.00
DS1		
Alabama		$309.40
Arkansas		$252.98
Georgia		$158.00
Illinois		$249.00
Indiana		$291.20
Kansas		$387.66
Louisiana		$176.00
Michigan		$167.00
Mississippi		$168.00
Missouri		$309.40
New Jersey		$300.30
North Carolina		$303.94
Ohio		$177.00
Pennsylvania		$267.54
South Carolina		$218.40
Tennessee		$313.04
Texas		$293.02
Virginia		$133.00
Wisconsin		$311.22

SECTION 3: RATES AND CHARGES

3.6 BDS Rates and Charges – CenturyLink Territory

	NRC	**Monthly**
Channel Termination		
DS3		
Arizona		$47,052.21
Colorado		$65,128.59
Idaho		$65,128.59
Iowa		$65,128.59
Minnesota		$47,052.21
Montana		$47,052.21
Nebraska		$65,128.59
New Mexico		$65,128.59
North Dakota		$47,052.21
Oregon		$65,128.59
South Dakota		$47,052.21
Utah		$47,052.21
Washington		$65,128.59
Wyoming		$47,052.21
DS1		
Arizona		$5,124.96
Colorado		$6,788.17
Idaho		$6,788.17
Iowa		$6,788.17
Minnesota		$5,124.96
Montana		$5,124.96
Nebraska		$6,788.17
New Mexico		$6,788.17
North Dakota		$5,124.96
Oregon		$6,788.17
South Dakota		$5,124.96
Utah		$5,124.96
Washington		$5,124.96
Wyoming		$5,124.96

SECTION 3: RATES AND CHARGES

3.6 BDS Rates and Charges – CenturyLink Territory (Cont'd)

	NRC	Monthly
Direct-Trunked Transport – Fixed		
DS3		
Arizona		$18,789.88
Colorado		$26,136.56
Idaho		$26,136.56
Iowa		$26,136.56
Minnesota		$18,789.88
Montana		$18,789.88
Nebraska		$26,136.56
New Mexico		$26,136.56
North Dakota		$18,789.88
Oregon		$26,136.56
South Dakota		$18,789.88
Utah		$18,789.88
Washington		$26,136.56
Wyoming		$18,789.88
DS1		
Arizona		$2,142.99
Colorado		$2,763.00
Idaho		$2,763.00
Iowa		$2,763.00
Minnesota		$2,142.99
Montana		$2,142.99
Nebraska		$2,763.00
New Mexico		$2,763.00
North Dakota		$2,142.99
Oregon		$2,763.00
South Dakota		$2,142.99
Utah		$10,630.66
Washington		$10,630.66
Wyoming		$2,142.99

SECTION 3: RATES AND CHARGES

3.6 BDS Rates and Charges – CenturyLink Territory (Cont'd)

	NRC	**Monthly**
Direct-Trunked Transport – Per Mile		
DS3		
Arizona		$3,518.34
Colorado		$4,477.88
Idaho		$4,477.88
Iowa		$4,477.88
Minnesota		$3,518.34
Montana		$3,518.34
Nebraska		$4,477.88
New Mexico		$4,477.88
North Dakota		$3,518.34
Oregon		$4,477.88
South Dakota		$3,518.34
Utah		$3,518.34
Washington		$4,477.88
Wyoming		$3,518.34
DS1		
Arizona		$366.60
Colorado		$477.31
Idaho		$477.31
Iowa		$477.31
Minnesota		$366.60
Montana		$366.60
Nebraska		$477.31
New Mexico		$477.31
North Dakota		$366.60
Oregon		$477.31
South Dakota		$366.60
Utah		$366.60
Washington		$366.60
Wyoming		$366.60

SECTION 3: RATES AND CHARGES

3.6 BDS Rates and Charges – CenturyLink Territory (Cont'd)

	NRC	**Monthly**
Dedicated Multiplexing		
DS3		
Arizona		$11,234.07
Colorado		$15,315.83
Idaho		$15,315.83
Iowa		$15,315.83
Minnesota		$11,234.07
Montana		$11,234.07
Nebraska		$15,315.83
New Mexico		$15,315.83
North Dakota		$11,234.07
Oregon		$15,315.83
South Dakota		$11,234.07
Utah		$11,234.07
Washington		$15,315.83
Wyoming		$11,234.07
DS1		
Arizona		$1,195.74
Colorado		$1,643.53
Idaho		$1,643.53
Iowa		$1,643.53
Minnesota		$1,195.74
Montana		$1,195.74
Nebraska		$1,643.53
New Mexico		$1,643.53
North Dakota		$1,195.74
Oregon		$1,643.53
South Dakota		$1,195.74
Utah		$1,195.74
Washington		$1,643.53
Wyoming		$1,195.74

SECTION 3: RATES AND CHARGES

3.7 BDS Rates and Charges – Frontier Territory

	NRC	**Monthly**
Channel Termination		
DS3		
Alabama		$274,071.80
Arizona		$265,282.94
California		$265,282.94
Connecticut		$609,749.13
Florida		$274,071.80
Georgia		$274,071.80
Idaho		$265,282.94
Illinois		$265,282.94
Indiana		$274,071.80
Iowa		$564,840.08
Michigan		$274,071.80
Minnesota		$265,282.94
Mississippi		$192,663.32
Montana		$265,282.94
Nebraska		$265,282.94
Nevada		$265,282.94
New Mexico		$265,282.94
New York		$265,282.94
North Carolina		$274,071.80
Ohio		$274,071.80
Oregon		$265,282.94
Pennsylvania		$274,071.80
South Carolina		$274,071.80
Tennessee		$265,282.94
Texas		$892,525.74
Utah		$265,282.94
Virginia		$200,021.08
Washington		$274,071.80
West Virginia		$265,282.94
Wisconsin		$265,282.94

SECTION 3: RATES AND CHARGES

3.7 BDS Rates and Charges – Frontier Territory (Cont'd)

	NRC	Monthly
Channel Termination		
DS1		
Alabama		$43,712.85
Arizona		$45,794.05
California		$45,794.05
Connecticut		$37,426.06
Florida		$43,712.85
Georgia		$43,712.85
Idaho		$45,794.05
Illinois		$45,794.05
Indiana		$43,712.85
Iowa		$42,787.67
Michigan		$43,712.85
Minnesota		$45,794.05
Mississippi		$32,573.33
Montana		$45,794.05
Nebraska		$45,794.05
Nevada		$45,794.05
New Mexico		$45,794.05
New York		$45,794.05
North Carolina		$43,712.85
Ohio		$43,712.85
Oregon		$45,794.05
Pennsylvania		$43,712.85
South Carolina		$43,712.85
Tennessee		$45,794.05
Texas		$58,144.82
Utah		$45,794.05
Virginia		$61,618.12
Washington		$43,712.85
West Virginia		$45,794.05
Wisconsin		$45,794.05

SECTION 3: RATES AND CHARGES

3.7 BDS Rates and Charges – Frontier Territory (Cont'd)

	NRC	Monthly
Direct-Trunked Transport – Fixed		
DS3		
Alabama		$57,213.26
Arizona		$115,642.08
California		$115,642.08
Connecticut		$189,232.42
Florida		$57,213.26
Georgia		$57,213.26
Idaho		$115,642.08
Illinois		$115,642.08
Indiana		$57,213.26
Iowa		$150,103.23
Michigan		$57,213.26
Minnesota		$115,642.08
Mississippi		$74,778.38
Montana		$115,642.08
Nebraska		$115,642.08
Nevada		$115,642.08
New Mexico		$115,642.08
New York		$115,642.08
North Carolina		$73,687.23
Ohio		$57,213.26
Oregon		$115,642.08
Pennsylvania		$57,213.26
South Carolina		$73,687.23
Tennessee		$115,642.08
Texas		$92,513.64
Utah		$115,642.08
Virginia		$173,462.96
Washington		$73,687.23
West Virginia		$115,642.08
Wisconsin		$115,642.08

SECTION 3: RATES AND CHARGES

3.7 BDS Rates and Charges – Frontier Territory (Cont'd)

	NRC	**Monthly**
Direct-Trunked Transport – Fixed		
DS1		
Alabama		$10,513.03
Arizona		$9,089.56
California		$9,089.56
Connecticut		$15,769.53
Florida		$10,513.03
Georgia		$10,513.03
Idaho		$9,089.56
Illinois		$9,089.56
Indiana		$10,513.03
Iowa		$21,795.22
Michigan		$10,513.03
Minnesota		$9,089.56
Mississippi		$11,572.75
Montana		$9,089.56
Nebraska		$9,089.56
Nevada		$9,089.56
New Mexico		$9,089.56
New York		$9,089.56
North Carolina		$5,833.01
Ohio		$10,513.03
Oregon		$9,089.56
Pennsylvania		$10,513.03
South Carolina		$5,833.01
Tennessee		$9,089.56
Texas		$6,292.80
Utah		$9,089.56
Virginia		$11,564.41
Washington		$5,833.01
West Virginia		$9,089.56
Wisconsin		$9,089.56

SECTION 3: RATES AND CHARGES

3.7 BDS Rates and Charges – Frontier Territory (Cont'd)

	NRC	Monthly
Direct-Trunked Transport – Per Mile		
DS3		
Alabama		$46,256.85
Arizona		$11,564.41
California		$11,564.41
Connecticut		$24,600.29
Florida		$46,256.85
Georgia		$46,256.85
Idaho		$11,564.41
Illinois		$11,564.41
Indiana		$46,256.85
Iowa		$60,134.06
Michigan		$46,256.85
Minnesota		$11,564.41
Mississippi		$19,558.37
Montana		$11,564.41
Nebraska		$11,564.41
Nevada		$11,564.41
New Mexico		$11,564.41
New York		$11,564.41
North Carolina		$6,998.81
Ohio		$46,256.85
Oregon		$11,564.41
Pennsylvania		$46,256.85
South Carolina		$6,998.81
Tennessee		$11,564.41
Texas		$9,850.96
Utah		$11,564.41
Virginia		$32,596.51
Washington		$6,998.81
West Virginia		$11,564.41
Wisconsin		$11,564.41

SECTION 3: RATES AND CHARGES

3.7 BDS Rates and Charges – Frontier Territory (Cont'd)

	NRC	Monthly
Direct-Trunked Transport – Per Mile		
DS1		
Alabama		$7,569.49
Arizona		$3,469.34
California		$3,469.34
Connecticut		$3,596.48
Florida		$7,569.49
Georgia		$7,569.49
Idaho		$3,469.34
Illinois		$3,469.34
Indiana		$7,569.49
Iowa		$3,469.34
Michigan		$7,569.49
Minnesota		$3,469.34
Mississippi		$2,228.54
Montana		$3,469.34
Nebraska		$3,469.34
Nevada		$3,469.34
New Mexico		$3,469.34
New York		$3,469.34
North Carolina		$1,933.49
Ohio		$7,569.49
Oregon		$3,469.34
Pennsylvania		$7,569.49
South Carolina		$1,933.49
Tennessee		$3,469.34
Texas		$1,408.70
Utah		$3,469.34
Virginia		$5,754.65
Washington		$1,933.49
West Virginia		$3,469.34
Wisconsin		$3,469.34

SECTION 3: RATES AND CHARGES

3.7 BDS Rates and Charges – Frontier Territory (Cont'd)

	NRC	Monthly
Dedicated Multiplexing		
DS3		
Alabama		$187,536.71
Arizona		$294,361.94
California		$294,361.94
Connecticut		$189,232.42
Florida		$187,536.71
Georgia		$187,536.71
Idaho		$294,361.94
Illinois		$294,361.94
Indiana		$187,536.71
Iowa		$126,154.84
Michigan		$187,536.71
Minnesota		$294,361.94
Mississippi		$62,017.58
Montana		$294,361.94
Nebraska		$294,361.94
Nevada		$294,361.94
New Mexico		$294,361.94
New York		$294,361.94
North Carolina		$76,009.33
Ohio		$187,536.71
Oregon		$294,361.94
Pennsylvania		$187,536.71
South Carolina		$78,188.75
Tennessee		$294,361.94
Texas		$104,660.37
Utah		$294,361.94
Virginia		$158,787.04
Washington		$78,188.75
West Virginia		$294,361.94
Wisconsin		$294,361.94

SECTION 3: RATES AND CHARGES

3.7 BDS Rates and Charges – Frontier Territory (Cont'd)

	NRC	**Monthly**
Dedicated Multiplexing		
DS1		
Alabama		$84,937.77
Arizona		$54,877.74
California		$54,877.74
Connecticut		$43,103.06
Florida		$84,937.77
Georgia		$84,937.77
Idaho		$54,877.74
Illinois		$54,877.74
Indiana		$84,937.77
Iowa		$50,461.85
Michigan		$84,937.77
Minnesota		$54,877.74
Mississippi		$23,899.97
Montana		$54,877.74
Nebraska		$54,877.74
Nevada		$54,877.74
New Mexico		$54,877.74
New York		$54,877.74
North Carolina		$46,256.85
Ohio		$84,937.77
Oregon		$54,877.74
Pennsylvania		$84,937.77
South Carolina		$38,138.89
Tennessee		$54,877.74
Texas		$66,069.39
Utah		$54,877.74
Virginia		$53,195.24
Washington		$38,138.89
West Virginia		$54,877.74
Wisconsin		$54,877.74

SECTION 3: RATES AND CHARGES

3.8 BDS Rates and Charges - Verizon Territory (former Bell Atlantic/NYNEX)

	NRC	**Monthly**
Channel Termination		
DS3		
Connecticut		$24,565.95
Delaware		$32,169.57
District of Columbia		$32,169.57
Maryland		$32,169.57
Massachusetts		$24,565.95
New Jersey		$32,169.57
New York		$24,565.95
Pennsylvania		$32,169.57
RhodeIsland		$24,565.95
Virginia		$32,169.57
DS1		
Connecticut		$4,207.31
Delaware		$4,207.31
District of Columbia		$4,207.31
Maryland		$4,207.31
Massachusetts		$4,207.31
New Jersey		$4,207.31
New York		$4,207.31
Pennsylvania		$4,207.31
RhodeIsland		$4,207.31
Virginia		$4,207.31

SECTION 3: RATES AND CHARGES

3.8 BDS Rates and Charges - Verizon Territory (former Bell Atlantic/NYNEX) (Cont'd)

	NRC	**Monthly**
Direct-Trunked Transport – Fixed		
DS3		
Connecticut		$8,773.56
Delaware		$8,773.56
District of Columbia		$8,773.56
Maryland		$8,773.56
Massachusetts		$8,773.56
New Jersey		$8,773.56
New York		$8,773.56
Pennsylvania		$8,773.56
RhodeIsland		$8,773.56
Virginia		$8,773.56
DS1		
Connecticut		$433.30
Delaware		$584.96
District of Columbia		$584.96
Maryland		$584.96
Massachusetts		$433.30
New Jersey		$584.96
New York		$433.30
Pennsylvania		$584.96
RhodeIsland		$433.30
Virginia		$584.96

SECTION 3: RATES AND CHARGES

3.8 BDS Rates and Charges - Verizon Territory (former Bell Atlantic/NYNEX) (Cont'd)

	NRC	Monthly
Direct-Trunked Transport – Per Mile		
DS3		
Connecticut		$1,648.59
Delaware		$1,648.59
District of Columbia		$1,648.59
Maryland		$1,648.59
Massachusetts		$1,648.59
New Jersey		$1,648.59
New York		$1,648.59
Pennsylvania		$1,648.59
RhodeIsland		$1,648.59
Virginia		$1,648.59
DS1		
Connecticut		$215.58
Delaware		$291.03
District of Columbia		$291.03
Maryland		$291.03
Massachusetts		$215.58
New Jersey		$291.03
New York		$215.58
Pennsylvania		$291.03
RhodeIsland		$215.58
Virginia		$291.03

SECTION 3: RATES AND CHARGES

3.8 BDS Rates and Charges - Verizon Territory (former Bell Atlantic/NYNEX) (Cont'd)

	NRC	Monthly
Dedicated Multiplexing		
DS3		
Connecticut		$8,031.22
Delaware		$8,031.22
District of Columbia		$8,031.22
Maryland		$8,031.22
Massachusetts		$8,031.22
New Jersey		$8,031.22
New York		$8,031.22
Pennsylvania		$8,031.22
RhodeIsland		$8,031.22
Virginia		$8,031.22
DS1		
Connecticut		$2,690.59
Delaware		$2,690.59
District of Columbia		$2,690.59
Maryland		$2,690.59
Massachusetts		$2,690.59
New Jersey		$2,690.59
New York		$2,690.59
Pennsylvania		$2,690.59
RhodeIsland		$2,690.59
Virginia		$2,690.59

SECTION 3: RATES AND CHARGES

3.9 BDS Rates and Charges – Verizon North Territory

	NRC	Monthly
Channel Termination		
DS3		
Pennsylvania (0169)		$29,353.55
Pennsylvania (0170, 0201)		$25,828.04
DS1		
Pennsylvania (0169)		$4,207.31
Pennsylvania (0170, 0201)		$2,751.25
Direct-Trunked Transport – Fixed		
DS3		
Pennsylvania (0169)		$8,773.56
Pennsylvania (0170, 0201)		$1,793.61
DS1		
Pennsylvania (0169)		$584.96
Pennsylvania (0170, 0201)		$48.48
Direct-Trunked Transport – Per Mile		
DS3		
Pennsylvania (0169)		$1,648.59
Pennsylvania (0170, 0201)		$158.30
DS1		
Pennsylvania (0169)		$291.03
Pennsylvania (0170, 0201)		$18.54
Dedicated Multiplexing		
DS3		
Pennsylvania (0169)		$2,525.58
Pennsylvania (0170, 0201)		$2,128.69
DS1		
Pennsylvania (0169)		$1,437.33
Pennsylvania (0170, 0201)		$756.24

SECTION 3: RATES AND CHARGES

3.10 BDS Rates and Charges – Verizon South Territory

	NRC	Monthly
Channel Termination		
DS3		
North Carolina (0864F)		$25,828.04
Virginia (4337)		$29,353.55
Virginia (0233)		$25,828.04
DS1		
North Carolina (0864F)		$449.92
Virginia (4337)		$4,207.31
Virginia (0233)		$3,064.42
Direct-Trunked Transport – Fixed		
DS3		
North Carolina (0864F)		$2,247.99
Virginia (4337)		$8,773.56
Virginia (0233)		$1,984.74
DS1		
North Carolina (0864F)		$22.02
Virginia (4337)		$584.96
Virginia (0233)		$106.56
Direct-Trunked Transport – Per Mile		
DS3		
North Carolina (0864F)		$313.82
Virginia (4337)		$1,648.59
Virginia (0233)		$160.43
DS1		
North Carolina (0864F)		$6.72
Virginia (4337)		$291.03
Virginia (0233)		$32.27
Dedicated Multiplexing		
DS3		
North Carolina (0864F)		$2,520.83
Virginia (4337)		$2,182.99
Virginia (0233)		$2,184.69
DS1		
North Carolina (0864F)		$952.33
Virginia (4337)		$1,511.99
Virginia (0233)		$952.33

SECTION 3: RATES AND CHARGES

3.11 BDS Rates and Charges – Consolidated (former Fairpoint) Territory

	NRC	**Monthly**
Channel Termination		
DS3		$18,197.00
DS1		$2,308.54
Direct-Trunked Transport – Fixed		
DS3		$6,498.93
DS1		$320.96
Direct-Trunked Transport – Per Mile		
DS3		$1,221.18
DS1		$159.69
Dedicated Multiplexing		
DS3		$5,949.05
DS1		$1,993.03

SECTION 4: SPECIAL ARRANGEMENTS

4.1 Special Construction

4.1.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs or product guides, charges will be based on the costs incurred by the Company and may include:

(A) non-recurring type charges;

(B) recurring type charges;

(C) termination liabilities; or

(D) combinations thereof.

4.1.2 Basis for Cost Computation

The costs referred to in 4.1.1 preceding may include one or more of the following items to the extent they are applicable:

(A) cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:

(1) equipment and materials provided or used,

(2) engineering, labor and supervision,

(3) transportation, and

(4) rights of way;

SECTION 4: SPECIAL ARRANGEMENTS

4.1 Special Construction (Cont'd)

4.1.2 Basis for Cost Computation (Cont'd)

(B) cost of maintenance;

(C) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

(D) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

(E) license preparation, processing and related fees;

(F) Product Guide preparation, processing and related fees;

(G) any other identifiable costs related to the facilities provided; or

(H) an amount for return and contingencies.

4.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.

(A) The termination liability period is the estimated service life of the facilities provided.

SECTION 4: SPECIAL ARRANGEMENTS

4.1 Special Construction (Cont'd)

4.1.3 Termination Liability (Cont'd)

(B) The amount of the maximum termination liability is equal to the estimated amounts for:

(1) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:

(a) equipment and materials provided or used,
(b) engineering, labor and supervision,
(c) transportation, and
(d) rights of way;

(2) license preparation, processing, and related fees;

(3) Product Guide preparation, processing, and related fees;

(4) cost of removal and restoration, where appropriate; and

(5) any other identifiable costs related to the specially constructed or rearranged facilities.

(C) The applicable termination liability method for calculating the unpaid balance of a term obligation is: (a) the sum of the amounts determined as set forth in Section 4.1.3.(B). preceding, multiplied by (b) a factor related to the unexpired period of liability, multiplied by (c) the discount rate for return and contingencies. The amount determined in section 4.1.3.(B) preceding shall be adjusted to reflect the predetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes .

SECTION 4: SPECIAL ARRANGEMENTS

4.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this Product Guide. Rates quoted in response to such competitive requests may be different than those specified for such services in this Product Guide. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

If the Company and a Customer enter into an ICB arrangement, the ICB arrangement may provide the Customer or the Company with certain rights to terminate the arrangement. If the Customer or the Company exercises such a termination right, then upon the effective date of termination, the ICB rates will no longer apply. The Customer and the Company will use their best endeavors to resolve in good faith all outstanding issues in the renegotiation of a successor agreement and will escalate any disputes to members of senior management. However, if the Customer and the Company are unable to come to a resolution of certain issues during the renegotiation process, either the Customer or the Company may at any time request arbitration, mediation or assistance from the Commission or, if applicable, the Federal Communications Commission, to resolve the remaining issues, in accordance with the applicable commission's procedures.

4.3 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers.