

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL AND MESSAGE TOLL
END-USER COMMUNICATIONS SERVICES WITHIN
THE STATE OF ILLINOIS

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N)

EXPLANATION OF SYMBOLS, REFERENCE
MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF

(M)

The following symbols shall be used in this tariff for the purpose indicated below:

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

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of Intrastate end-user communications services by Midwest Telecom of America, Inc., to customers within the State of Illinois. The Company will offer service under one of the following names: Midwest Telecom of America, Inc., Midwest Telecom, MTA and MTOA. All names are service marks of the Company.

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SECTION 1: DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Access Line: A transmission path, which connects a subscriber location to the carrier's terminal location or switching center.

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

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

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

Authorization Code: A numerical code, one or more of which is assigned to a subscriber to enable Focal Communications to identify use of service on his account and to bill the subscriber accordingly for such service. Multiple authorization codes may be assigned to a subscriber to identify individual users or groups of users on his account.

Automatic Number Identification (ANI): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, inter-exchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Bandwidth: The total frequency band, in hertz, allocated for a channel.

Bit: The smallest unit of information in the binary system of notation.

Call Back/Camp: This feature permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

Call Forwarding:

Call Forwarding Station: Allows calls directed to a station line to be routed to a user defined line inside or outside the customer's telephone system.

Call Forwarding System: Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the customer's telephone system.

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Call Forwarding Remote: This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

Call Forwarding Busy: Allows incoming calls to a busy station to be routed to a pre-selected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Don't Answer: Allows incoming calls to be automatically routed to a pre-selected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Variable Limited: When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

Call Forwarding Variable Unlimited: The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes on-hook.

Call Park: Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

Call Pickup: Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a customer group.

SECTION 1: DEFINITIONS

Call Transfer: Allows a station line user to transfer any established call to another station line inside or outside the customer group without the assistance of the attendant.

Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switch-hook flash.

Communications Services: The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company, Carrier, or Midwest Telecom of America, Inc.: Midwest Telecom of America, Inc., the issuer of this tariff.

Customer or Subscriber: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated Access Lines ("DAL"): A group of leased lines, which interconnect a switching system to a dedicated subscriber.

Dedicated Inbound Calls: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's POP. This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls: Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's Point of Presence (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dial Pulse (or "DP"): The pulse type employed by rotary dial station sets.

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the company operator.

Digital Signal Level 1 ("DS-1"): A 1.544 MBPS signal (T1 carrier).

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, bypassing a central answering point.

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SECTION 1: DEFINITIONS

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Disconnection: The disconnection of a circuit, dedicated access line or port connection being used for existing service.

Do Not Disturb: Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

DSX-1 Panel: Distribution equipment used to terminate and administer DS1 (1.544 MBPS) circuits.

Dual Tone Multi-Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service, which provides for simultaneous transmission in both directions.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Interconnection: The connection of telephone equipment to the network; also, the connection of one carrier with another, i.e., the interface between carriers.

Inter-exchange Service: Any of the Company's service offerings, which provide switched communications between Local Exchange Carriers defined exchange service areas. Inter-exchange Services include, but are not limited to MTS, Toll Free Service and Other Service Arrangements.

Joint User: A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by Midwest Telecom of America, Inc. and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

KBPS: Kilobits per second, denotes thousands of bits per second.

Last Number Redial: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

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SECTION 1: DEFINITIONS

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

Local Exchange Carrier or ("LEC"): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

MBPS: Megabits per second, denotes millions of bits per second.

Multi-Frequency or ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

On-Net: A customer location or building that is served by the Company's fiber optic network, whether the fiber is owned or leased by the Company.

Other Carrier: A person, firm, corporation, or entity regulated by the ICC or the FCC, which subscribes to Carrier's communications services and facilities and resells these communications services and facilities to the public for a profit. Unless otherwise indicated herein, the term "other carrier" when used in this tariff includes entities, which are brokers of the service (act as intermediaries for the purpose of reselling), processors of the service (enhance the value of the service through substantial incurred costs) and are underlying carriers or providers of facilities.

Point of Presence ("POP"): Point at which responsibility for handling traffic changes over from the local telephone operating company to the inter-exchange carrier.

Premises: The space designated by a Subscriber as its place or places of business for termination of service (whether for its own communications needs or for its resale subscribers).

Primary InterLATA Carrier ("PIC") - Long distance carrier designated by a telephone subscriber to provide him with InterLATA service without having to dial a special access code.

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

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service, which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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SECTION 1: DEFINITIONS

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

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

Shared Outbound Calls: Refers to calls in Feature Group D exchanges whereby the Customer's local telephone lines are pre-subscribed by the local exchange company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's network. Calls to stations within the Customer's LATA may be placed by dialing "10 + XXX or 101XXXX + the 10-digit number".

Speed Calling: Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed -calling list is customer-changeable.

Station: Allows a station line user to add, change or delete telephone numbers from a speed -calling list. The list is dedicated to the individual station line user.

Subscriber-Provided Equipment - Terminal equipment, as defined herein, provided by a subscriber.

System: Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Terminal Equipment - Devices, apparatus and their associated wiring, such as teleprinters, telephone handsets, data sets, or microprocessors.

T1 - The basic 24-channel 1.544 MBPS pulse code modulation system as used in the United States.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

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SECTION 1: DEFINITIONS

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

User or End User: A Customer, Joint User, or any other persons authorize by Customer to use service provided under this tariff.

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SECTION 2: REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company's network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2 Shortage of Equipment or Facilities

- A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

SECTION 2: REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.3 Terms and Conditions

- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day for those customers whom have properly notified MTA that they do not wish to renew or auto-renew their commercial service agreement. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B) Customers may be required to enter into written service orders, which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, other terms and conditions as well as the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C) Except as otherwise stated in this Tariff, at the expiration of the initial term specified in each Commercial Service Agreement, service shall continue on a one (1) year renewal basis at the then current rates unless terminated by either party upon 90 days written notice to the then existing term. Any termination shall not relieve the Customer of its obligation to pay for any charges incurred under the service order and this tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the Commercial Service Agreement shall survive such termination.
- D) In any action between the parties to enforce any provision of this tariff or Commercial Service Agreement, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

SECTION 2: REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.3 Terms and Conditions (cont'd.)

- E) Service may be terminated upon written notice to the Customer if:
 - 1) the Customer is using the service in violation of this tariff, service order agreement; or
 - 2) the Customer is using the service in violation of the law.
- F) This tariff shall be interpreted and governed by the laws of the State of Indiana and the County of Lake without regard for its choice of laws provision.
- G) Illinois Bell Telephone Company or Ameritech Illinois Metro (AIM) must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H) To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the Other Telephone Company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

SECTION 2: REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.4 Liability of the Company

- A) Except as otherwise stated in this Tariff, the liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.7. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- C) The Company shall not be liable for:
 - 1) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Network Services; or
 - 2) for the acts or omissions of common carriers or warehousemen.
- D) 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 equipment or facilities provided by the Customer or third parties.

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SECTION 2: REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.4 Liability of the Company (cont'd.)

- E) 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 reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4(E) as a condition precedent to such installations.
- F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G) The Company shall be indemnified, defended and held harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, invasion of privacy or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's facilities.
- H) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services in the month in which the event giving rise to the liability occurred. No action or proceeding against the Company shall be commenced more than one year after the event giving rise to the liability occurred.
- I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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SECTION 2: REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.4 Liability of the Company (cont'd.)

- J) The Company shall indemnify, defend, and hold harmless the Customer from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for any injury to persons or property, and any interruption of, interference to, or other defect in any service provided by the Company to any third party, if such injury, interruption, interference, or other defect was not caused by any negligent or intentional act or omission of the Customer or any of its officers, employees, agents, invitees, or contractors.

2.1.5 Notification of Service-Affecting Activities

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

SECTION 2: REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.6 Provision of Equipment and Facilities

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

2.1 Undertaking of the Company (cont'd.)

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Cary Smith – President
8929 Broadway
Merrillville, IN 46410

SECTION 2: REGULATIONS2.1.6 Provision of Equipment and Facilities (cont'd.)

- 2) the reception of signals by Customer-provided equipment; or
 - 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- G) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

2.1.7 Non-routine Installation

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

2.1.8 Special Construction

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

- A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- D) in a quantity greater than that which the Company would normally construct;

2.1 Undertaking of the Company (cont'd.)

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SECTION 2: REGULATIONS

2.1.8 Special Construction (cont'd.)

- E) on an expedited basis;
- F) on a temporary basis until permanent facilities are available;
- G) involving abnormal costs; or
- H) in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors. Equipment furnished by the Company on the premises of a subscriber is the property of the Company.

SECTION 2: REGULATIONS

2.2 Prohibited Uses

- A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Illinois Commerce Commission regulations, policies, orders, and decisions.
- C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- D) A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Also, transfer of service will not remove any legal obligations of any Customer for any existing Commercial Service Agreement between the Customer and the Company. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

SECTION 2: REGULATIONS

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A) the payment of all applicable charges pursuant to this tariff;
- B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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SECTION 2: REGULATIONS

2.3 Obligations of the Customer (cont'd.)

2.3.1 General (cont'd.)

- F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

SECTION 2: REGULATIONS

2.3 Obligations of the Customer (cont'd.)

2.3.2 Liability of the Customer

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C) The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- D) Neither subscriber's landlord nor landlord's officers, agents or employees, the building management or any party in interest to the lease under which subscriber occupies space in the building shall have any liability to subscriber arising from the provision or operation of the services and service-related equipment referred to herein, or the interruption or failure thereof from any cause whatsoever.

SECTION 2: REGULATIONS2.4 Customer Equipment and Channels2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

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

SECTION 2: REGULATIONS

2.4 Customer Equipment and Channels (cont'd.)

2.4.3 Interconnection of Facilities

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

SECTION 2: REGULATIONS

2.4 Customer Equipment and Channels (cont'd.)

2.4.4 Inspections

- A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

- B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

SECTION 2: REGULATIONS

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to 30 days of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

SECTION 2: REGULATIONS2.5 Customer Deposits and Advance Payments (cont'd)2.5.2 Deposits

- A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to the estimated charges for two (2) months for residential service and for four (4) months for business service.
- 1) For customers that have over six (6) months of service, and a deposit is requested, the estimated charges for customers shall be based on the average monthly billing of the past six (6) months to that customer.
 - 2) In the case of an applicant for service or a present customer who does not have six (6) months of service with the Company, the Company may use the average monthly bill for that class and type of service to determine the correct amount for that deposit. The estimated deposit for an applicant may take into consideration past billing history for service of another company if service was provided within the State of Illinois and within six (6) months of the application.
- B) The Company may request that a maximum of 1/3 of the amount of a requested deposit from any customer be paid within twelve (12) days after the date of the request for deposit. An applicant may be requested to pay no more than 1/3 of the deposit amount prior to the establishment of service. At least two billing periods shall be allowed for the balance of the deposit. A customer or applicant may, at their option, pay the deposit on a more expedited schedule.
- C) Deposits plus interest shall be automatically refunded after being held for twelve (12) months, so long as:
- 1) the customer has paid any past due bill for service owed to the same company;
 - 2) the service has not been discontinued for nonpayment;
 - 3) the customer has not paid late four (4) times; or
 - 4) the Company has not provided evidence that the customer used a device or scheme to obtain service without payment.

SECTION 2: REGULATIONS2.5 Customer Deposits and Advance Payments (cont'd)2.5.2 Deposits (cont'd)

If the Company does not return a customer's deposit after twelve (12) months, the Company shall provide the customer.

Deposits plus interest shall be refunded when service has been terminated for more than thirty (30) days, less the amount of unpaid bills, if any, for that service. A transfer of service from one premise to another within the area served by the Company shall not be deemed a termination of service by the Company if the class of service remains the same. When a deposit plus interest is applied to the liquidation of unpaid bills, the Company shall provide the customer with a statement showing the amount of the unpaid bill(s) liquidated by the deposit plus interest, and the balance remaining due whether to the customer or to the Company.

All deposit refunds shall be by separate check and not by credit to the customer's final bill. When a deposit or portion of deposit is refunded, the Company shall issue a Cancellation Notice carrying the same serial number as the Deposit Receipt and showing what portion of deposit is being refunded. No refund of less than one dollar (\$1.00) need be issued. When refunds are not deliverable, records shall be maintained to show the company's effort toward locating the applicant or customer, and delivering such refund.

- D) Interest shall be paid on all deposits held by the Company. The rate of interest will be the same as the rate existing for one year United States treasury bills at that point in time when the determination of the interest rate is made by the Commission. The interest rate will be rounded to the nearest one-half (1/2) of one percent (1%). In December of each year the Commission shall announce the rate of interest which shall be paid on all deposits held during all or part of the subsequent year. At the request of a customer, the Company shall compute the accrued interest upon the deposit and pay such amount to the customer. The Company need not make such payment more often than once in a twelve (12) months after the receipt of a deposit.

SECTION 2: REGULATIONS2.6 Payment Arrangements2.6.1 Payment for Service

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

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company. The due date for all charges billed by the Company to the Customer is the date of the invoice in question.

- A) Non-recurring and reoccurring charges are due upon receipt of an invoice from the Company. Any charges 30 days past due, customer agrees to pay a 1.5% late payment fee and any invoices outstanding for 45 days past the due date will cause a breach of the conditions to which the Company provides service to the customer and may result in the discontinuation of service to the Customer by the Company.
- B) The Company shall present invoices for monthly Recurring Charges as well as usage charges to the Customer for the preceding billing period.
- C) When service does not begin on the first day of the Billing cycle in question, or end on the last day of the Billing cycle in question, the charge for the fraction of the month in which service was furnished will be calculated on a daily pro rate basis. For this purpose, every Billing cycle in question is considered to have 30 days.
- D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds, which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:

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8929 Broadway
Merrillville, IN. 46410

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2.6.2 Billing and Collection of Charges (cont'd.)

- 1) a rate of 1.5 percent per month; or
 - 2) the highest interest rate which may be applied under state law for commercial transactions.
- F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G) Customers have up to two (2) years (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- H) If service is disconnected by the Company for nonpayment and payment has not been received or satisfactory payment arrangements have not been made for a period of ten (10) calendar days in and later restored, restoration of service will be subject to all applicable installation charges.

2.6.3 Discontinuance of Service for Cause

- A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving written notice to the Customer, discontinue or suspend service without incurring any liability. Service shall not be discontinued until at least five (5) days after delivery of notice, or eight (8) days after the postmark date on a mailed notice. Notice of discontinuance shall not be mailed before the third business day following the due date shown on the bill.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period. Service shall not be discontinued until at least five (5) days after delivery of notice, or eight (8) days after the postmark date on a mailed notice.
- C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

SECTION 2: REGULATIONS

2.6.3 Discontinuance of Service for Cause (cont'd.)

- E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs as set forth in Section 2.9 of this tariff. The Customer will also be responsible for payment of any reconnection charges.
- G) Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable to the Company.
- H) The Customer is responsible for providing adequate access lines to enable the Company to terminate all Toll Free Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate Toll Free Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after 90 days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's Toll Free Service, with 30 days written notice.

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (90) days written notice of desire to terminate service. Notice should be sent to:

Midwest Telecom of America, Inc.

- (T) | 1567 E. 93rd Ave.
Merrillville, IN. 46410
Attention: Customer Care

2.6 Payment Arrangements (cont'd.)

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1567 E. 93rd Ave.
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2.6.5 Cancellation of Application for Service

- A) Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D) The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

SECTION 2: REGULATIONS

2.6 Payment Arrangements (cont'd.)

2.6.6 Changes in Service Requested

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

2.6.7 Back-billing Procedure

- A) The Company will not include on subscriber's bill any previously unbilled charge for service furnished prior to twelve months immediately preceding the date of the bill, except as specified below.
- B) Subscriber's bill may include charges for service furnished up to five months prior to the date of the bill for:
 - 1) collect calls
 - 2) credit card calls
 - 3) third party calls
 - 4) "error file" calls (calls which cannot be billed due to the unavailability of complete billing information to the Company.)
- C) Subscriber's bill may include charges for service furnished up to one and a half (1 1/2) years prior to the date of the bill in circumstances involving toll fraud.

2.6.8 Establishment and Re-establishment of Credit

The Company reserves the right to examine the credit record of all applicants and subscribers. A subscriber whose service has been discontinued for nonpayment of bills will be required to pay any unpaid balance due to the Company and to re-establish credit.

SECTION 2: REGULATIONS2.7 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.7.1 for the part of the service that the interruption affects.

2.7.1 Credit for Interruptions

Midwest Telecom of America, Inc. will grant one (1) day credit for fixed charges for service allowance for any service interruption due to failure in Midwest Telecom of America, Inc.'s facility. Midwest Telecom of America, Inc. will waive (1) month's fixed charges for any service interruption lasting more than five (5) hours in a billing month due to failure in Midwest Telecom of America, Inc.'s facility. Credits will be payable only if the Customer has called in a trouble report within 3 days of the occurrence.

A service interruption will be deemed to have occurred only if service becomes unusable to Customer as a result of failure of Midwest Telecom of America, Inc.'s facility, equipment or personnel used to provide the service in question, and only where the interruption is not the result of: (i) the negligence or acts of Customer or its agents; (ii) the failure or malfunction of non-Midwest Telecom of America, Inc. equipment or systems; (iii) circumstances or causes beyond the control of Midwest Telecom of America, Inc; or (iv) a service interruption caused by service maintenance, alteration or implementation. Such credits will be granted only if: (a) Customer affords Midwest Telecom of America, Inc. full and free access to Customer's premises to make appropriate repairs, maintenance, testing, etc.; and (b) Customer does not continue to use the service on an impaired basis.

The foregoing states Customer's sole remedy for service interruption under the Agreement and in no event shall Midwest Telecom of America, Inc. be liable for any direct, indirect, incidental, consequential, punitive or special damages to Customer as result of any Midwest Telecom of America, Inc. service, equipment, facilities, person or system provided or utilized under this Agreement.

SECTION 2: REGULATIONS

2.7.2 Limitations on Allowances

No credit allowance will be made for:

- A) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C) interruptions due to the failure or malfunction of non-Company equipment;
- D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- G) due to circumstances or causes beyond the control of Company; and
- H) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.7.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 24 hours or more or cumulative service credits equaling 32 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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Cary W. Smith – President
8929 Broadway
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2.8 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1), Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

Upon cancellation or termination of service hereunder, Customer will make service available for removal, which will be accomplished by the Company in a careful and reasonably expeditious fashion. If Customer does not make the service or equipment available for removal by the Company, then in addition to all other remedies at law or equity available to the Company, all obligations of Customer will remain in force and effect until removal is accomplished. Customer will continue to pay charges for services during such period.

SECTION 2: REGULATIONS

2.8 Cancellation of Service/Termination Liability (cont'd.)

2.8.1 Termination Liability

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

- A) all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
- B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C) all Recurring Estimated Monthly Revenue Charges specified in the applicable Order Information section of the Commercial Service Agreement times the remaining months in the agreement and the customer agrees to pay this amount upon receipt.
- D) the reasonable removal of all equipment specially ordered to service customers, including: crating, shipping and insurance charges to applicable address locations if Midwest Telecom of America, Inc. can utilize the equipment.

2.9 Customer Liability for Unauthorized Use of the Network

2.9.1 Unauthorized Use of the Network

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

SECTION 2: REGULATIONS

2.9 Customer Liability for Unauthorized Use of the Network (cont'd)

2.9.2 Liability for Calling Card Fraud

- A) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company calling card, provided that the unauthorized use occurs before the Company has been notified.
- B) A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.
- C) The Customer must give the Company written notice that an unauthorized use of the Company calling card has occurred or may occur as a result of loss, theft or other reasons. Notice should be sent to:
Midwest Telecom of America, Inc.
(T) 1567 E. 93rd Ave.
Merrillville, IN. 46410
Attention: Customer Care
- D) The Customer is responsible for payment of all charges for services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.
- E) The Customer is liable for all charges incurred as a result of unauthorized use of the Network, including incidental and consequential damages. In addition, the Customer is responsible for payment of any charges related to the suspension and/or termination of service and any charges for reconnection of service.

SECTION 2: REGULATIONS

2.9 Customer Liability for Unauthorized Use of the Network (cont'd.)

2.9.3 Liability for Credit Card Fraud and Other Unauthorized Use

- A) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a credit card, provided: (1) the card is an accepted credit card, and (2) the unauthorized use occurs before the Company has been notified.

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

- B) The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.
- C) The Customer must give the Company written notice that an unauthorized use of the credit card has occurred.

SECTION 2: REGULATIONS

2.10 Use of Customer's Service by Others

2.10.1 Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or Illinois Commerce Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.10.2 Joint Use Arrangements

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

SECTION 2: REGULATIONS

2.11 Transfers and Assignments

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

- A) to any subsidiary, parent company or affiliate of the Company; or
- B) pursuant to any sale or transfer of substantially all the assets of the Company; or
- C) pursuant to any financing, merger or reorganization of the Company.

2.12 Notices and Communications

- A) The Customer shall designate on the Commercial Service Agreement an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B) The Company shall require the Customer to send all notices and Communications to the (T) Company at the following address: (1567 E. 93rd Ave Merrillville, IN. 46410 Attention: Customer Care).
- C) All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- D) The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

SECTION 2: REGULATIONS

2.13 Operator Services Rules

A) The Company will enforce the following operator service rules.

A provider of intrastate operator assisted communications services must:

- 1) identify itself at the time the end-user accesses its services;
- 2) upon request, quote all rates and charges for its services to the end-user accessing its system;
- 3) arrange to have posted in plain view at each telephone location which automatically accesses the operator service provider's network and where its services are made available to the public or transient end-users:
 - (a) the operator service provider's name and address;
 - (b) bill and service dispute calling information including the operator service provider's dispute resolution phone number;
 - (c) clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and
 - (d) notice concerning any and all amounts to be billed by the operator services provider on behalf of any host location or third party which will appear on the operator service provider's bill for services rendered.

SECTION 2: REGULATIONS

2.13 Operator Services Rules (cont'd.)

A) (cont'd.)

- 4) in instances when the provider is unable to complete the call and it requires transfer to another telephone corporation which may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and
- 5) in the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.

B) The Company will comply with the following provisions:

- 1) Providers of intrastate operator assisted communications services shall not take any action or enter into any arrangement which restricts end-user selection among competing inter-exchange telephone corporations or end users access to competing providers of intrastate operator assisted communications services, or pay any commissions or other compensation to any entity engaged in such action or arrangement.

2.14 Credit for Interruptions of Basic Local Exchange Service

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When the use of basic local exchange service as defined by 83 Ill Adm. Code part 732, furnished by the Company is interrupted, the following adjustments of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperable by reason of the interruption whenever said interruption continues for a period of twenty-four (24) hours or more from the time the interruption is reported to or known to exist by the Company:

- (a) If the interruption lasts for greater than twenty-four (24) hours but equal to or less than forty-eight (48) hours, Company shall provide a credit equal to a pro-rata portion of monthly recurring charges for the services interrupted;
- (b) If the interruption lasts for greater than forty-eight (48) hours but equal to or less than seventy-two (72) hours, Company shall provide a credit for 33% of one month's recurring charges for all interrupted services;
- (c) If the interruption lasts for greater than seventy-two (72) hours but equal to or less than ninety-six (96) hours, Company shall provide a credit for 67% of one month's recurring charges for all interrupted services;
- (d) If the interruption lasts for greater than ninety-six (96) hours but equal to or less than one hundred twenty (120) hours, Company shall provide a credit for one full month's recurring charges for all interrupted services;
- (e) If the interruption lasts for greater than one hundred twenty (120) hours, Company will provide alternative phone service to the Customer or provide an additional credit of \$20 per day, at the Customer's option.
- (f) The credit for services applies to the following non-usage sensitive services:
 - Monthly Basic Local Service
 - Federal and State Subscriber Line Charges (SLC)
 - Flat Rated Extended Area Service (where applicable)
 - Customer Calling Features
 - CLASS Features

For calculating credit allowances, every month is considered to have 30 days. Only those facilities on the interrupted portion of the circuit will receive a credit.

SECTION 2: REGULATIONS

2.15 Limitation on Credit for Interruption Allowances

No credit allowance will be made for

- (a) Interruptions due to the negligence or willful acts of or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint User, or other common carrier providing service connected to the service by the Company;
- (b) An emergency situation;
- (c) An emergency situation is defined as:
 - A declaration made by the applicable state or federal government agency that the area served by the local exchange carrier is either a state or federal disaster area;
 - An act of third parties, including acts of terrorism, vandalism, riot, civil, unrest, war or acts of parties that are not agents employees or contractors of the local exchange carrier, or
 - A severe storm, tornado, earthquake , flood or fire, including any severe storm tornado, earthquake flood or fire that prevents the local exchange carrier from restoring service due to impassable roads, downed power lines, or the closing off of affected areas by public safety officials.
- (d) Interruptions due to the failure or malfunctions or customer-owned telephone equipment or inside wiring.
- (e) Interruptions of service extended by the Company's liability to gain access to its facilities and equipment for the purpose of investigating and correcting interruptions due to the Customer changing a scheduled appointment, provided that the interruption is not extended further by the Company;
- (f) Interruptions of service extended by the Company's inability to gain access to its facilities and equipment because the Customer missed an appointment, provided that the interruption is not further extended by the Company;
- (g) Interruptions of service during any period when it is necessary for the Customer to release service to the Company for necessary maintenance purposes or for implementation of a Customer order for a change in service arrangement.
- (h) Interruptions that occur as a result of the Company's right to refuse service to the Customer as provided in 83 Ill. Adm. Code 735.

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SECTION 2: REGULATIONS2.15 (i) Limitation on Credit for Interruption Allowances cont'dNew Service Installation Requirements

As provided for in 83 Ill. Adm. Code 732.20(a), the Company will install basic local exchange service within five (5) business days after the Customer orders service. The five (5) days start when the Company has received verification of the new service order as required by 220 ILCS 5/13-902(c). If the Company fails to install basic local service within five (5) business days, the Company will waive 50% of any installation charges or if the installation is pursuant to the Link Up program, the Company shall provide a credit of \$25. If the Company fails to install service within 10 business days after the service application is placed, the Company shall waive 100% of the installation charge, or if the installation is pursuant to the Link Up program, the Company shall provide a credit of \$50. For each day that the failure to install service continues beyond the initial ten (10) business days, or beyond five (5) business days after the customer's requested installation date, whichever is greater, the Company will either provide alternative telephone service or an additional credit of \$20 per day, at the Customer's option until service is installed.

The New Service Installation credit referenced in Section 2.16 does not apply as a result of:

- (a) The customer requesting an installation date beyond the five (5) days from the date of the order,
- (b) Negligence or willful acts of , or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint User, or other common carrier providing service connected to the service by the Company,
- (c) An emergency situation is defined as:
 - A declaration made by the applicable state or federal government agency that the area served by the local exchange carrier is either a state or federal disaster area;
 - An act of third parties, including acts or terrorism, vandalism, riot civil unrest, war, or acts of parties that are not agents, employees or contractors of the local exchange carrier, or
 - A severe storm, tornado, earthquake, flood or fire including any severe storm, tornado, earthquake, flood or fire that prevents the local exchange carrier from restoring service due to impassable roads, downed power lines, or the closing off of affected areas by public safety officials.

SECTION 2: REGULATIONS2.15 Limitation on Credit for Interruption Allowances cont'd

- (d) The inability to gain access to the customer's premises due to the Customer missing an appointment provided that the violation is not further extended by the carrier,
- (e) The Customer requesting a change to the scheduled appointment, provided the violations is not further extended by the carrier,
- (f) The Company's right to refuse service to a customer as provided in 83 Ill.Adm.Code735; or
- (g) location, a customer requests service in a geographic area where the carrier is not currently offering service, or there are insufficient facilities to meet the customer's request for service.

2.16 Alternative Telephone Service

Should the Customer elect to use an alternative service provided by the Company, the customer must pay the tariff rate and charges for the service equivalent provided for a service outage of less than one hundred twenty (120) hours. If the service outage is greater than one hundred twenty(120) hours the customer alternative telephone service is provided free of charge.

2.17 Failure to Keep Scheduled Appointment for Basic Local Exchange Service

If the Company needs access to the Customer premise an appointment will be made with the customer. If the Company fails to show up for the appointment, a credit of \$50 will be applied to the customer's telephone bill.

- (a) Appointment times will be listed in four hour increments and the service technician will show up between the times agreed upon with the Customer.
- (b) The credit does apply if:
 - i. The customer is not available during the hours of the appointment.
 - ii The Company provides twenty-four (24) hour notice of its inability to keep the appointment. The twenty-four (24) hour period is from the end-point of the appointment commitment. If the Company states the commitment is from 8:00am to 12:00pm, the Company would have until 10:00am the previous day to notify the customer of an appointment change without penalty. The Company will not make an appointment "window" of greater than a four hour period.

SECTION 3: APPLICATION OF RATES

3.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

3.2 Charges Based on Duration of Use

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

- A) Calls are measured in increments based on duration and identified for each service. All calls, which end in a fraction of an increment will be rounded-up to the next whole unit.
- B) Timing on completed calls begins when calls are answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D) 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.
- E) All times refer to local time.

SECTION 3: APPLICATION OF RATES3.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

- A) Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated Toll Free Service or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.
- B) The airline distance between any two rate centers is determined as follows:
- 1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center from the above-referenced Bellcore document.
 - 2) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
 - 3) Square each difference obtained in step (2) above.
 - 4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.
 - 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
 - 6) 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.

7) FORMULA =
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

SECTION 3: APPLICATION OF RATES

3.3 Rates Based Upon Distance (cont'd)

C) Calls will be banded according to the following mileage schedule:

Calls terminating up to and including 8 miles from point of origin Band (A)

Calls over 8 miles but up to and including 15 miles from point of origin Band (B)

Calls that terminate over 15 miles from point of origin Band (C)

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SECTION 4: SERVICE AREAS4.1 Exchange Access Service Areas

Exchange Access Service Areas (EASA) are provided (pursuant to Section 5.1) in limited geographic areas. Exchange Access Services bearing the following NPA-NXX are provided in the following areas¹:

NPA/NXX	EASA	NPA/NXX	EASA
312-261	Chicago Zone 1 – Franklin	815-327	Plainfield
312-373	Chicago Zone 1 – Franklin	815-328	Lockport
312-602	Chicago Zone 1 – Franklin	815-331	McHenry
312-637	Chicago Zone 1 – Canal	815-332	Woodstock
312-638	Chicago Zone 1 – Canal	815-346	Gardner
312-892	Chicago Zone 1 – Franklin	815-852	Kankakee
312-893	Chicago Zone 1 – Franklin	815-361	Manhattan
312-895	Chicago Zone 1 – Franklin	815-364	Morris
312-896	Chicago Zone 1 – Superior	815-366	Ottowa
630-216	Hinsdale	815-371	Utica
630-563	Elmhurst	815-377	Crescent City
630-566	Aurora	815-550	Grant Park
630-578	Geneva	815-844	Joliet
630-604	Warrenville	847-199	Round Lake
630-839	Naperville	847-515	Huntley
630-982	Big Rock	847-556	Evanston
630-929	Downers Grove	847-656	Northbrook
773-353	Chicago Zone 3 – Newcastle	847-557	Libertyville
708-497	LaGrange	847-574	Lakeforest
773-572	Chicago Zone 4 – Lakeview	847-589	Antioch
773-913	Chicago Zone 9 – South Chicago	847-595	Algonquin
708-570	Tinley Park	847-628	Elgin
708-585	Calumet City	847-655	Park Ridge
708-575	Chicago Heights	847-792	Hampshire
708-810	Beecher	847-879	Elk Grove
708-876	Oaklawn	847-919	Northbrook

¹ Full service versions of the Company's Exchange Access Services will be provided to Customers, at Customer premises located in these areas pursuant to this tariff to the extent that: (a) the Company has in-place and available network facilities extending to such premises; or (b) the Customer's premises is served by an Illinois Bell Telephone Company or a Centel Telephone Company of Illinois wire center at which the Company maintains a collocation arrangement and is able to reasonably employ such arrangement to interconnect to unbundled exchange link facilities which the Company, in its sole discretion, judges to be of a type, grade, technical specification, quality and quantity sufficient to, and offered under conditions consistent with, the delivery of such services.

SECTION 4: SERVICE AREAS

4.2 Calling Areas

Local and IntraLATA calling areas¹ are associated with each Exchange Access Service provided pursuant to Section 5.1. Company exchanges are associated with geographically defined areas called districts. Intradistrict calls are classified as Band A. Applicable bands for Interdistrict calls are specified in Section 4.3 following.

The districts that form each zone mirror those of Illinois Bell, Ameritech Illinois Metro (AIM) and GTE within LATA 358, and are detailed in the Local Exchange Routing Guide. Intrazone calls are classified as Band A.

4.3 Interdistrict Band Designations

Calls originating in one band and terminating in another will be rated according to the schedule in section 3.3. Focal's interdistrict band designations mirror those of Illinois Bell. Detailed district by district rating information for calls originating from any of Midwest Telecom of America Inc.'s rate centers can be found in Illinois Bell tariff ILL. C.C. No. 20, Part 4 (Exchange Access Services), Section 2 (Exchange Lines and Usages), 4.4G Usage Charges - (Interdistrict Band Designations).

¹ Rates and rate plans for Local and IntraLATA Calling Area calls placed over Company-provided Exchange Access Services are set forth in Section 8.

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SECTION 5: EXCHANGE ACCESS SERVICE5.1 General

Exchange Access Service provides a Customer with a telephonic connection and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- A) receive calls from other stations on the public switched telecommunications network;
- B) access other services offered by the Company as set forth in this tariff;
- C) access certain interstate and international calling services provided by the Company;
- D) access (at no additional charge) the Company's operators and business office for service related assistance;
- E) access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- F) access services provided by other common carriers which purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or which maintain other types of traffic exchange arrangements with the Company.
- G) Exchange Access Service can not be used to originate calls to other telephone companies' caller-paid information services (e.g. NPA 900, NXX 970, 540, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked. Calls to numbers "NXX 976" will also be blocked unless otherwise specified by the Customer at the time service is ordered. Should a customer request unblocking for access to a caller-paid information service, the customer assumes full responsibility for payment of any charges for those services.

SECTION 5: EXCHANGE ACCESS SERVICE5.1 General (cont'd.)

Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the customer's premises.

The following Exchange Access Services are offered:

Basic Line Service (both Residential and Business)
Basic Trunk Service
DID Trunk Service
Digital Trunk Service

5.1.1 Monthly access rates for network access lines are determined by class of service and by access area.

5.1.2 The appropriate access area for each district is shown in Section 5.2 following.

5.2 Access Area Designations

ACCESS AREA	EXCHANGE DISTRICT	ACCESS AREA	EXCHANGE DISTRICT
A	Chicago Zone 1	B	Elk Grove Village
B	Chicago Zone 9	B	Hinsdale
C	Joliet	B	Northbrook
C	Aurora	C	Oak Lawn
C	Chicago Heights	B	Evanston
C	Woodstock	C	Elgin
C	Lockport	C	Geneva
C	Libertyville	C	McHenry
C	Lakeforest	C	Calumet City
C	Tinley Park	C	Algonquin
C	Antioch	C	Downers Grove
C	Elmhurst	C	Beecher
C	Big Rock	A	Chicago Zone 1
B	Chicago Zone 3	B	Chicago Zone 4
C	Crescent City	C	Gardner

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SECTION 5: EXCHANGE ACCESS SERVICE

5.2 Access Area Designations (cont'd).

<u>ACCESS AREA</u>	<u>EXCHANGE DISTRICT</u>	<u>ACCESS AREA</u>	<u>EXCHANGE DISTRICT</u>
C	Morris	C	Ottowa
B	Park Ridge	C	Plainfield
C	Utica		

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SECTION 5: EXCHANGE ACCESS SERVICE5.3 Basic Line Service

Basic Line Service provides a Customer with a single, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Company-provided Basic Lines. Each Basic Line is provided with the following standard features, which can be deleted at the Customer's option:

Touch Tone
Call Waiting
Call Forwarding
Three-Way Conference Calling

Non-recurring and monthly recurring rates per Basic Line apply as follows:

Each Line	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Access Area A	\$500.00	\$25.00
Access Area B	\$500.00	\$25.00
Access Area C	\$500.00	\$25.00

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SECTION 5: EXCHANGE ACCESS SERVICE**5.4 End User Common Line (EUCL) Charge**

End User Common Line Charges as filed for the State of Illinois listed below will be applicable to all end users.

EUCL Charge Per T1/PRI			
<i>T1/PRI</i>	<i>Qty</i>	<i>EUCL</i>	<i>ILEC \$</i>
Chicago			
T1/(DOD,DID,DIOD)	24	\$4.35	\$104
PRI	5	\$4.35	\$22

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SECTION 5: EXCHANGE ACCESS SERVICE

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SECTION 5: EXCHANGE ACCESS SERVICE

5.5 Basic Trunk Service

Basic Trunk Service provides a Customer with a single, voice-grade telephonic communications Channel, which can be used to place or receive one call at a time. Basic Trunks are provided for Connection of Customer provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic Trunk is provided with touch tone signaling and may be configured into a hunt group with other Company provided Basic Trunks.

For trunks equipped with Direct Inward Dial (DID) capability and DID numbers, see sections Sections 5.6 & 5.7.

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Per Trunk		
Access Area A	\$500.00	\$25.00
Access Area B	\$500.00	\$25.00
Access Area C	\$500.00	\$25.00

Customers of Basic Line Service may select optional feature Caller Name and Number Delivery for an additional monthly charge. Prior to sending the originating telephone number to a Customer's display unit, the Company will associate that number with an electronic white pages listing, thereby transmitting both the originating number and the associated directory listing.

All Access Areas Monthly Recurring Charge for Calling Name and Number Delivery \$6.00 per line

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SECTION 5: EXCHANGE ACCESS SERVICE5.6 DID Trunk Service

DID Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to receive incoming calls one call at a time. DID Trunk Service transmits the dialed digits for all incoming calls allowing the customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. DID number charges set forth in Section 6.2 blocks apply in addition to the DID Trunk charges listed below.

Non-recurring and monthly recurring rates per DID Trunk, apply as follows:

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Per Trunk		
Access Area A	\$500.00	\$35.00
Access Area B	\$500.00	\$35.00
Access Area C	\$500.00	\$35.00

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SECTION 5: EXCHANGE ACCESS SERVICE5.7 Digital Trunk Service

Digital Trunk Service provides a Customer with a digital connection operating at 1.544 Mbps which is time division multiplexed into 24 individual voice-grade telephonic communications channels, each of which can be used to place or receive one call at a time. Digital Trunks are provided for connection of compatible Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Digital Trunk is provided with dual tone multi-frequency (DTMF) or multi-frequency (MF) signaling, as specified by the Customer. Digital Trunks may be configured into hunt groups with other Company-provided Digital Trunks. The terminal interface for each Digital Trunk Service is a DSX-1 panel.

Individual channels carried over a Digital Trunk may be equipped with Direct Inward Dial (DID) capability. Additional charges for DID numbers are set forth in Section 6.2. Monthly recurring rates per Digital Trunk per point, apply as follows:

Digital T1

<u>T1 Equivalent</u>	(Rates apply to Access Areas A, B & C)		
	<u>1 year term</u>	<u>2 year term</u>	<u>3 year term</u>
1	\$340	\$323	\$307
4	\$307	\$292	\$277
7	\$277	\$270	\$263
12	\$270	\$265	\$260
19	\$265	\$262	\$260
28+	\$262	\$260	\$257

DID/DOD T1

<u>T1 Equivalent</u>	(Rates apply to Access Areas A, B & C)		
	<u>1 year term</u>	<u>2 year term</u>	<u>3 year term</u>
1	\$522	\$495	\$471
4	\$471	\$459	\$448
7	\$456	\$445	\$433
12	\$429	\$418	\$407
19	\$409	\$405	\$400
28+	\$385	\$381	\$377

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SECTION 5: EXCHANGE ACCESS SERVICE(D)(R) 5.7 Digital Trunk Service (cont'd.)

For Access Areas A, B, and C, other rates per Digital Trunk per point apply as follows:

	<u>Monthly Recurring</u>	<u>Non-Recurring Charge</u>	
Digital T1 and PRI Installation Charges	N/A	1 yr. \$312.50	2 yr. \$0.00
Channelized DIDs (per channel)*	\$11.25	\$31.25	

Customer may, at its option, procure link directly from another service provider other than Midwest Telecom of America, Inc. while subscribing to Midwest Telecom of America's port elements.

*Channelized DIDs are not discounted as the number of T1s decrease.

5.8 ISDN Primary Rate Interface (PRI)

Midwest telecom of America, Inc. ISDN PRI is a competitive digital business telecommunications service offered to all customers located within Chicago LATA 358. ISDN PRI is a switched service that provides the end user with clear channel signaling (64Kbs) in increments of 24 channels formatted within a T1 (1.544 MBPS) allowing such uses as carrying voice traffic, packetized data, or acting as common trunks. Midwest Telecom of America, Inc. ISDN PRI end users will connect their CPE equipment to Midwest Telecom of America's central office via T1 connections.

All Customer Provided Equipment (CPE) used with Midwest Telecom of America, Inc.'s ISDN PRI is required to conform with the Bellcore Technical Reference Specifications as used by Midwest Telecom of America, Inc: ISDN Primary Rate Access Transport System Requirements (a module of TSGR, FR-440), Issue Number 01; Technical Reference: TR-TSY-000754.

5.8.1 Standard Features for Circuit Switched Voice and Circuit Switched Data Services

A. Call by Call for Trunk Groups

Allows Circuit Switched Voice and Circuit Switched Data Services to enable over the Midwest Telecom of America, Inc. ISDN PRI trunk to share "B" channels and arrange them as a single trunk group. This allows incoming and outgoing Circuit Switched Voice and Data calls to utilize "B" Channels on a call by call basis. (Without this capability, each service would require "B" channel.) "B" Channel Packet Switched Data Service cannot utilize this capability. ISDN PRI provides the end user with fractional T1 capabilities by using multiple B channels as required to support the request for aggregate bandwidth of each application thus using SS7 interconnection trunks between Midwest Telecom of America, Inc. and Ameritech. All of the 23 channels (24 where technology permits) are usable as stand alone trunk groups. Trunk groups can be equipped with Direct Inward Dial (DID) functionality.

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SECTION 5: EXCHANGE ACCESS SERVICE

5.8 ISDN Primary Rate Interface (PRI) (cont'd.)

5.8.1 Standard Features for Circuit Switched Voice and Circuit Switched Data Services (cont'd.)

B. Caller Name and Number Delivery (Caller ID) Capability

All calling numbers presented to the services working on the ISDN PRI connection can be delivered to the customer's CPE, including calls made to Direct Inward Dialing Service telephone numbers.

C. Clear Channel Capability

ISDN PRI uses a standard 23B +D channel format providing "B" channels solely used for customer applications, since all signaling and control functions are handled by the "D" channel. This allows up to 64 KBPS access on each "B" channel and multiple B channels can be configured together in order to satisfy bandwidth requirements required to pass customer information to distant end terminations where technically feasible via Midwest Telecom of America, Inc. ISDN PRI connections. ISDN PRI also allows multiple T1s to be configured as one user group using a single D channel for signaling support thus increasing available bandwidth.

D. Digital Voice Transmission

All voice calls are converted from an analog into a digital format to be transported across the network.

E. "D" Channel Control of Multiple Prime

Utilizes a single "D" channel to provide signaling and control for multiple ISDN PRI connections within a defined group. This allows the end user an additional bandwidth of 1.544 MBPS for each additional PRI port connection.

F. Equal Access Calling

Allows the customer to predefine an inter-exchange carrier or randomly access an inter-exchange carrier for each Trunk Group enabled. The carrier designation can be changed for charges as filed for the State of Illinois with the F.C.C. in Ameritech Operating Companies Tariff F.C.C. No. 1.

SECTION 5: EXCHANGE ACCESS SERVICE5.8 ISDN Primary Rate Interface (PRI) (cont'd.)5.8.1 Standard Features for Circuit Switched Voice and Circuit Switched Data Services (cont'd.)5.8.2 Optional Features for Circuit Switched Voice and Circuit Switched Data Services

A. Backup "D" Channel Arrangement

Provides backup for a primary "D" channel under those circumstances where multiple ISDN Prime connections share a single "D" channel. A predetermined "D" channel on another PRI connection would automatically take over call control and signaling functions.

Monthly Recurring Charge

Non Recurring Charge

D-Channel

\$62.50

\$62.50

B. System Intercommunication Service

Allows Midwest Telecom of America, Inc. ISDN PRI "B" channels to connect to a Centrex business system or another Midwest Telecom of America, Inc. ISDN PRI that originates in the same central office. This feature is offered on a per trunk group basis only.

Rate: Individual Case Basis (ICB)

C. Call by Call for Fx and Tie Lines

Allows Foreign District (FX) and Tie Line calls to be directed to and originated from ISDN PRI "B" channels. This provides Call by Call service selection for incoming and outgoing Circuit Switched and Private Facility services

Rate: Individual Case Basis (ICB)

D. 2B Channel Transfer

Allows the Customer's CPE to more efficiently use PRI trunk connections for ISDN calling. If an inbound call is forwarded or transferred using two channels in a PRI, the channels that were used to make the connection can be dropped and made available to future calls.

Monthly Recurring: \$93.75

Non-Recurring: \$125.00

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SECTION 5: EXCHANGE ACCESS SERVICE5.8.2 Optional Features for Circuit Switched Voice and Circuit Switched Data Services (cont'd.)E) Caller Name and Number Delivery (Caller ID)

Caller ID allows customers to receive the name and number of the calling party at a PBX/station equipped with a customer-provided display. The Customer must have a PBX or Key System that is ISCN NI-2 compliant and can accept a PRI.

Monthly Recurring: \$437.50

Non-Recurring Charge: \$62.50

F) Outbound ANI over T1

Enables Midwest Telecom of America, Inc. outbound Customers to deliver a pre-programmed calling name and calling number over their T1 Trunks. The Customer can request a specific name and number to be delivered when they make an outbound call.

Monthly Recurring: \$62.50

Non-Recurring Charge: N/A

5.8.3 Usage Rates

Voice and circuit switched calls will be subject to the usage charges in the Company's Basic Line Service as shown in section 8.3 of this tariff.

(R)(I) 5.8.4 Line Charges

The rates shown below for Midwest Telecom of America, Inc. PRI are exclusive of local and toll usage charges, Midwest Telecom of America, Inc. T1, and associated customer premises equipment.

T1 Equivalent	(Rates apply to Access Areas A, B & C)	
	1 year term	2 year term
1	\$437.50	\$437.50
4	\$437.50	\$437.50
7	\$437.50	\$437.50
12	\$437.50	\$437.50
19	\$437.50	\$437.50
28+	\$437.50	\$437.50

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SECTION 5: EXCHANGE ACCESS SERVICE5.9 Inbound Digital DID Service From Multiple Rate Centers

Inbound Digital DID Service From Multiple Rate Centers is designed for high volumes of inbound calling. A minimum order of 24 lines is required. This service will support all rate centers per facility or trunk group within Midwest Telecom of America Inc.'s designated service areas.

Customers may choose to have Inbound Digital DID Service from Multiple Rate Center equipped with ISDN Primary Rate Interface (PRI).

Monthly recurring rates per T1 apply as follows:

#T-1s	Digital DID			ISDN PRI		
	1YR	2YR	3YR	1 YR	2 YR	3 YR
1 – 3	\$750	\$550	\$523	\$1,200	\$1,000	\$900
4 – 6	\$695	\$495	\$470	\$1,100	\$900	\$800
7 – 11	\$668	\$468	\$444	\$1,050	\$850	\$750
12 – 18	\$640	\$440	\$418	\$1,000	\$800	\$700
19 – 27	\$613	\$413	\$392	\$950	\$750	\$650
28 +	\$585	\$385	\$366	\$900	\$700	\$600

For Access Areas A, B, and C, other rates per Digital Trunk per point apply as follows:

(I)

	<u>Monthly Recurring</u>	<u>Non-Recurring Charge</u>	
Digital T1 and PRI Installation Charges	N/A	1yr. \$937.50	2yr. \$248.75
DID numbers (charge per number)	\$0.025		\$3.13

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SECTION 5: EXCHANGE ACCESS SERVICE

5.9 Inbound Digital DID Service From Multiple Rate Centers (cont'd)

Monthly recurring rates per T1 if Co-located apply as follows:

#T-1s	ISDN PRI		
	MTM	1 YR	2 YR
1-3	\$1,050	\$850	\$765
4-6	\$965	\$765	\$680
7-11	\$923	\$723	\$638
12-18	\$880	\$680	\$595
19-27	\$838	\$638	\$553
28+	\$795	\$595	\$510

For Access Areas A, B, and C, other rates per Digital Trunk per point apply as follows:

(I)

	<u>Monthly Recurring</u>	<u>Non-Recurring Charge</u>
Digital T1 and PRI Installation Charges	N/A	1 yr. \$937.50 2 yr. \$248.75
DID numbers (charge per number)	\$0.025	\$3.13

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SECTION 5: EXCHANGE ACCESS SERVICE5.10 Virtual Exchange Service5.10.1 Description

Virtual Exchange is an inbound foreign exchange (FX) service. The Company assigns telephone numbers (NPA-NXX-XXXX) from a foreign rate center outside the subscriber's geographic exchange area. Virtual Exchange service must terminate on Midwest Telecom of America, Inc.'s provided DID, DIOD, 2-way or ISDN PRI access facilities.

Virtual Exchange customers must subscribe to Midwest Telecom of America, Inc. DID, DIOD, 2-way or ISDN PRI service and maintain a BTN (Billing Telephone Number) from within their home rate center. Virtual Exchange service is an inbound only feature. All outbound calls originated from a Virtual Exchange customer will be charged at applicable usage rates based upon the customer's home rate center.

Virtual Exchange numbers are available only from existing Midwest Telecom of America, Inc. service areas as defined in this tariff.

(I) 5.10.2 Rates

	<u>Monthly Recurring Charge</u>	<u>Non-Recurring Charge</u>
Rate Center Charge	\$62.50	1 yr. \$937.50 2 yr. \$248.75
DID Numbers (charge per number)	\$ 2.50	\$ 3.75

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SECTION 5: EXCHANGE ACCESS SERVICE5.11 Private Line Service5.11.1 Description

Private line service provides a dedicated transmission path on a point-to-point basis that does not interface with a Company switch. Private line is an IntraLATA service and is offered on a DS3, OC3, OC12 and OC48 level. Private line service can be utilized either by collocated customers or by customers in a location that is served by the Company's fiber network (On-Net).

5.11.2 Restrictions

The following restrictions apply to private line service:

- 1.
2. If only one or none of the end-points is On-Net, the private line service is then limited to a DS3 level.
- 3.
4. Private line service for service levels above OC3 is available on an individual case basis.
- 5.

5.11.3 Pricing

	<u>DS3</u>		<u>OC3</u>	
	1yr.	3yr.	1yr.	3yr
Non-Recurring Charges				
Installation, Equipment & Fiber Pull (if required)	\$1250	\$1000	\$3125	\$2500
Monthly Recurring Charges				
Mileage	\$3125	\$2500	\$9375	\$7500
0 mile	\$ 0	\$ 0	\$ 0	\$ 0
each additional mile	\$ 87.50	\$70.00	\$262.50	\$ 210

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SECTION 5: EXCHANGE ACCESS SERVICE

5.12 Integrated Voice and Data Service

(C) 5.12.1 Description

Integrated Voice and Data (IVAD) Service allows a customer to utilize a single high capacity facility¹ to integrate both voice and data services. IVAD service is available in a base package of 6 voice channels and 512K Internet Bandwidth access. IVAD is expandable for both voice and data channels. Data is incrementally expanded by 128K.

5.12.2 Pricing

<u>Number of Channels</u>	<u>Bandwidth</u>	<u>1 Year</u>	<u>2Years</u>
6	512Kb	\$ 437.50	\$ 437.50

Incremental Expansion

Voice	\$3.50 each voice channel
Data	\$13.00 increments of 128K

Monthly pricing includes FCC port and EUCL charges.

Installation Charge (NRC)

\$ 937.50	1YR. Agreement
\$ 248.75	2YR. Agreement

Equipment Management Fee (all terms) \$52.50/month

Rates for usage, as specified in this tariff, will also apply.

The Company will provision the IVAD circuit to the customer's location, based on the proximity of that location to the Company's local network facilities and by the sole discretion of the Company as to the technology and transmission path utilized to provide the IVAD service.

² Installation charge includes service establishment, installation of circuit, installation of customer premise equipment and battery back-up. The customer is responsible.

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SECTION 6: EXCHANGE ACCESS OPTIONAL FEATURES6.1 Directory Listings6.1.1 Primary Listing

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number¹ in the directory(ies) published by the dominant Local Exchange Carrier in the area at no charge. This free primary listing includes a one-line listing in the white pages and a one-line heading in the yellow pages. It consists of a name and may include a nickname, title, designation, and an address and a telephone number.

(I) 6.1.2 Other Directory Listing Services

At the Customer's option, the Company will arrange for other directory listing services at the following rates:

	<u>Non-Recurring Charge</u>	<u>Monthly Recurring Charge</u>
Listed Service		
Additional Listing	N/A	\$5.60
Caption	N/A	\$4.00
Foreign Listing	N/A	\$4.00
Line of Information	N/A	\$4.00
Unlisted Service	N/A	\$1.40
Non-Published Service	N/A	\$1.70

6.2 Direct Inward Dial (DID) Service

DID service is an optional feature which can be purchased in conjunction with Company-provided Basic Trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID numbers apply in addition to charges specified for Basic Trunks or Digital Trunks in Sections 5.5, 5.6 and 5.7, respectively.

¹ For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise.

SECTION 6: EXCHANGE ACCESS OPTIONAL FEATURES

6.2 Direct Inward Dial (DID) Service (cont'd.)

So the Company may efficiently manage its number resource, the Company, at its sole discretion, reserves the right to limit the quantity of DID numbers a Customer may obtain. Requests for 300 or more DID numbers must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID station or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
(R)(I) DID Numbers (charge per number)	\$0.125	\$0.21

6.3 Reserved for Future Use

6.4 Reserved for Future Use

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SECTION 6: EXCHANGE ACCESS OPTIONAL FEATURES(N) 6.5 Billable Features

Feature	Description/Business Rules	Monthly Recurring Charge	Non-Recurring Charge
Three Way Calling – Usage	Per call activation	\$1.19	N/A
Auto Redial - Usage	Per call activation	\$1.19	N/A
Call Return – Usage	Per call activation	\$1.19	N/A
Three Way Calling – Usage	Per line/trunk. Not available on DID trunks	\$2.80	N/A
Auto Redial - Usage	Per line	\$2.80	N/A
Call Return – Usage	Per line	\$2.80	N/A
Caller ID Number	Per line/trunk. Name only. Not available on DID trunks.	\$10.19	\$11.20
Caller ID Name and Number	Per line/trunk. Name and Number. Not available on DID trunks.	\$8.00	N/A
Anonymous Call Rejection	Per line. (Available only to non-hunting lines)	\$2.10	N/A
Wire Maintenance Plan	Per line/trunk. Must be ordered on all lines/trunk per service location	\$4.40	\$6.16
Enhanced Mailbox-1 (Model 36934)	Per mailbox. May require Call Forwarding feature.	\$16.80	\$14.00
Enhanced Mailbox -2 (Model 36935)	Per mailbox. May require Call Forwarding feature.	\$16.80	\$14.00
Enhanced Mailbox-3 (Model 36937)	Per mailbox. May require Call Forwarding feature.	\$16.80	\$14.00
Auto Attendant Mailbox (Model 36758)	Per mailbox. May require Call Forwarding feature.	\$16.80	\$14.00
Extra Listing	Per number, when served by two or more main numbers per listing	\$5.60	N/A
Non-Published Listing	Number is not listed in the directory or with directory assistance.	\$1.40	N/A
Non-Listed Listing	Per listing. Number is not in the directory.	\$1.40	N/A
Extra Line of Information	Per line of additional text.	\$5.60	N/A
Basic Intercept Service	Per number (primary and DID). Service is provided at no extra charge for 90 days. (Also known as Disconnect Referral)	N/A	N/A
Extended Intercept Service, 4 months	Per number (primary and DID) Service is provided for one month beyond the initial 90 day period. Billed as one time charge on customer's final/next invoice. (Also known as Disconnect Referral)	N/A	\$12.50
Extended Intercept Service, 5 months	Per number (primary and DID) Service is provided for two months beyond the initial 90 day period. Billed as one time charge on customer's final/next invoice. (Also known as Disconnect Referral)	N/A	\$22.50

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SECTION 6: EXCHANGE ACCESS OPTIONAL FEATURES(N) 6.5 Billable Features (cont'd.)

Feature	Description/Business Rules	Monthly Recurring Charge	Non-Recurring Charge
Extended Intercept Service, 6 months	Per number (primary and DID) Service is provided for three months beyond the initial 90 day period. Billed as one time charge on customer's final/next invoice. (Also known as Disconnect Referral)	N/A	\$37.50
Extended Intercept Service, 7 months	Per number (primary and DID) Service is provided for four months beyond the initial 90 day period. Billed as one time charge on customer's final/next invoice. (Also known as Disconnect Referral)	N/A	\$50.00
Extended Intercept Service, 8 months	Per number (primary and DID) Service is provided for five months beyond the initial 90 day period. Billed as one time charge on customer's final/next invoice. (Also known as Disconnect Referral)	N/A	\$62.50
Extended Intercept Service, 9 months	Per number (primary and DID) Service is provided for six months beyond the initial 90 day period. Billed as one time charge on customer's final/next invoice. (Also known as Disconnect Referral)	N/A	\$75.00
Extended Intercept Service, 10 months	Per number (primary and DID) Service is provided for seven months beyond the initial 90 day period. Billed as one time charge on customer's final/next invoice. (Also known as Disconnect Referral)	N/A	\$87.50
Extended Intercept Service, 11 months	Per number (primary and DID) Service is provided for eight months beyond the initial 90 day period. Billed as one time charge on customer's final/next invoice. (Also known as Disconnect Referral)	N/A	\$100.00
Extended Intercept Service, 12 months	Per number (primary and DID) Service is provided for nine months beyond the initial 90 day period. Billed as one time charge on customer's final/next invoice. (Also known as Disconnect Referral)	N/A	\$112.50
Secondary Service Order Charge	Per order; to make any change after initial installation	N/A	\$25.00
Collect Calling	Per call surcharge. Applicable to Local and Intrastate IntraLATA	\$2.10	N/A
Third Number Billing	Per call surcharge. Applicable to Local and Intrastate IntraLATA	\$2.45	N/A
Collect Calling – Interstate IntraLATA	Per call surcharge, where applicable to Interstate IntraLATA	\$3.50	N/A
Station to Station Calling – Interstate IntraLATA	Per call surcharge, where applicable to Interstate IntraLATA	\$3.50	N/A
Person to Person Calling – Interstate IntraLATA	Per call surcharge, where applicable to Interstate IntraLATA	\$4.62	N/A

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SECTION 6: EXCHANGE ACCESS OPTIONAL FEATURES6.6 Local Number Portability (LNP)

LNP is an intelligent network function that allows a telephone customer the ability to keep their existing phone number while changing their telecommunications service provider. LNP is currently available in Chicago LATA 358. LNP is available within a rate district. The rate districts that form each rate center mirror those of Illinois Bell, Ameritech Illinois Metro (AIM) and GTE within LATA 358, and are detailed in the Local Exchange Routing Guide. A customer must keep the same address where they currently receive service or if a customer is moving to a new location, then the new service address must be within the same rate center as the old service address. The customer must keep the same level of service (DID, T1, etc.) that they had with the old service provider. The LNP Monthly Charge is being introduced pursuant to the Federal Communications Commission's Third Report and Order in Cc Docket No. 95-116, Released May 12, 1998 and will be assessed on a per network access line basis.

6.6.1 Local Number Portability (LNP) Rate

Monthly Recurring Charge	\$0.25 per line
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SECTION 7: RESOLD LOCAL EXCHANGE SERVICE

7.1 Description

Resold Local Exchange Service is composed of the resale of exchange access lines and local calling provided by other certificated Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate/international services.

Midwest Telecom of America, Inc. doesn't offer this service at this time.

SECTION 8: LOCAL AND INTRALATA CALLING SERVICE8.1 Description

Local and IntraLATA Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones included in the caller's local and IntraLATA calling areas, but within the caller's LATA.

8.2 Time Periods

Peak, Mid-Peak and Off-Peak rates apply as follows:

<u>Rates</u>	<u>From</u>	<u>To But Not Including</u>	<u>Days Applicable</u>
Peak	9:00 A.M. 2:00 P.M.	11:00 A.M. 8:00 P.M.	Mon. - Fri.
Mid-Peak	8:00 A.M. 11:00 A.M. 8:00 P.M.	9:00 A.M. 2:00 P.M. 9:00 P.M.	Mon. - Fri.
Off-Peak	All other days, times, and holidays.		

Holidays include New Year's Day (January 1), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

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SECTION 8: LOCAL AND INTRALATA CALLING SERVICE

8.3 Rates

The rates set forth in this section apply to all direct-dialed local and IntraLATA calls. For operator-assisted local and intraLATA calls, the operator charges listed in Section 12.1.3 apply in addition to the charges listed below.

8.3.1 Rates for local and IntraLATA calls

Per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.

(I) 8.3.1.1 Midwest Telecom of America, Inc. local and IntraLATA calling service rates

<u>BAND</u>	<u>Per Minute Rate</u>		
	<u>1 YR Agreement</u>	<u>2YR Agreement</u>	<u>3YR Agreement</u>
A	\$0.010	\$0.010	\$0.010
B	\$0.020	\$0.020	\$0.020
C	\$0.030	\$0.030	\$0.030

Calls are rated in (1) minute increments with a (1) minute call minimum.

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SECTION 8: LOCAL AND INTRALATA CALLING SERVICE

8.4 IntraLATA Interstate MTS

Midwest Telecom of America, Inc.'s IntraLATA MTS service allows Illinois customers to make outbound calls to the LATA 358 portion of NPA 219 in Indiana at discounted rates.

- * To be eligible for this rate, the customer must sign up for Midwest telecom of America, Inc.'s Long Distance service, which can be found in Midwest Telecom of America, Inc.'s separately filed IXC tariff with the Illinois Commerce Commission. For operator-assisted calls, the operator charges listed in Section 12 apply in addition to the rates listed in the separately filed IXC (MTS) tariff.

SECTION 9: MESSAGE TOLL SERVICE

9.1 Description

Message Toll Service enables a User of an exchange access line provided by the Company or another certified local exchange carrier to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the customer's Local Calling Area, but within the State of Illinois. MTS calls will be billed in 6-second increments with an initial billing period of 30 seconds.

Information regarding the various rate plans that Midwest Telecom of America, Inc. offers regarding IXC (MTS) services may be found within the company's separately filed tariff with the Illinois Commerce Commission. This tariff is available for public viewing at the Illinois Commerce Commission or customers may view a copy of this tariff at the Company's corporate headquarters located at 8929 Broadway Merrillville, IN. 46410.

9.2 Rates for operator-assisted calls are set forth in section 12 of this tariff.

SECTION 10: LONG DISTANCE SERVICE

10.1 Description

Long Distance Service enables a User of an exchange access line provided by the Company or another certified local exchange carrier to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside of the state of Illinois. Long Distance calls will be billed in 6 second increments with an initial billing period of 30 seconds.

Information regarding the various rate plans that Midwest telecom of America, Inc. offers regarding IXC (MTS) services may be found within the company's separately filed tariff with the Illinois Commerce Commission. This tariff is available for public viewing at the Illinois Commerce Commission or customers may view a copy of this tariff at the Company's corporate headquarters located at 8929 Broadway Merrillville, IN. 46410.

10.2. Rates for operator-assisted calls are set forth in Section 12.

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SECTION 11: OTHER SERVICE ARRANGEMENTS

11.0 Other Service Arrangements

This Section reserved for Other Service Arrangements.

12.1 Operator Services

Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Services, to users accessing pre-subscribed public pay phones or customer provided stations, and to Customers and Users of another local exchange carrier's access lines which the Customer has pre-subscribed to the Company's outbound calling services.

12.1.1 Definitions

Person-to-Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Station-to-Station: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or non-proprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones, which are coin telephones, will not be accepted.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then requests the operator to dial the called station.

Billed to Non-Proprietary Calling Card: Refers to calls that are dialed by the customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

SECTION 12: MISCELLANEOUS SERVICES

12.1 Operator Services (cont'd.)

Local exchange, IntraLATA, and Long Distance calls may be placed on an Operator Assisted basis. Usage charges for Operator Assisted calls are the same as those set forth in Sections 8 and 9, preceding. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, the surcharges specified in Section 12.2.3 and Section 12.3.2 will apply in addition to any applicable Operator charges.

In addition to the usage charges identified above, the following operator-assisted charges will apply:

	<u>Per Call Charges</u>
(I) Person-to-Person (Customer Dialed)	\$4.69
Station-to-Station (Customer Dialed)	\$2.80
Operator Dialed Charge (applies in addition to other operator charges)	\$0.60
Billed to Non-Proprietary Calling Card (additional surcharge)	\$0.50

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SECTION 12: MISCELLANEOUS SERVICES

12.2 Busy Line Verify and Line Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a called line.

- A) The operator will determine if the line is clear or in use and report to the calling party.
- B) The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

12.2.2 Regulations

- A) A charge will apply when:
 - (1) The operator verifies that the line is busy with a call in progress.
 - (2) The operator verifies that the line is available for incoming calls.
 - (3) The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.
- B) No charge will apply:
 - (1) When the calling party advises that the call is to or from an official public emergency agency.
 - (2) Under conditions other than those specified in 12.2.2(a) preceding.
- C) Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.
- D) The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

SECTION 12: MISCELLANEOUS SERVICES

12.2 Busy Line Verify and Line Interrupt Service

12.2.3 Rates

(I)	Busy Line Verify Service (each request)	\$2.17
(R)	Busy Line Verify and Busy Line Interrupt Service (each request)	\$2.80

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SECTION 12: MISCELLANEOUS SERVICES12.3 Directory Assistance12.3.1 Description

Customers and Users of the Company's calling services (excluding toll free services), may obtain directory assistance in determining telephone numbers within Illinois by calling the Directory Assistance operator.

12.3.2 Rates

- A) Directory Assistance charges apply for all requests for which the Company's facilities are used. Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

		<u>Local</u>	<u>All Other</u>
(I)(R)	Per Number Requested	\$1.05	\$1.05

- B) A credit will be given for calls to Directory Assistance when:
- the Customer experiences poor transmission or is cut-off during the call,
 - the Customer is given an incorrect telephone number, or
 - the Customer inadvertently misdials an incorrect Directory Assistance NPA.

To receive a credit, the customer must notify the Company operator or Business Office of the problem experienced.

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SECTION 12: MISCELLANEOUS SERVICES

12.4 Reserved For Future Use

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SECTION 12: MISCELLANEOUS SERVICES

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SECTION 12: MISCELLANEOUS SERVICES

12.7 Service and Maintenance Charges (Cont'd)

12.7.4 Service Trip Charge

If an on-premise visit by the Company is required for trouble or service difficulties not resultant from the Company's provided equipment, a Service Trip Charge may assessed to the subscriber for the visit by the Company and reasonable hourly charges by the technician.

Non-Recurring Charge: \$62.50 per visit

12.7.5 Labor Charges

The following charges shall apply for labor performed by the Company per Customer request. Labor hours are billed in half-hour increments.

- (R) Normal business hours: \$140.00 first 1hr, \$56.25 each additional ½ hr
(Monday through Friday, 8:00 a.m. to 6:00 p.m., except holidays*)
- (R)(I) Off-hour business hours: \$280.00 first 1hr, \$112.50 each additional ½ hr
(Monday through Friday, 6:00 p.m. to 8:00 a.m., except holidays*)
- (R)(I) Saturdays, Sundays, & Holidays*: \$468.00 first 1hr, \$187.88 each additional ½ hr

*Holidays include New Year's Day (January 1), Memorial Day (the last Monday in May), Independence Day (July 4) Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November) and Christmas Day (December 25).

SECTION 12: MISCELLANEOUS SERVICES12.8 Schedules for Emergency Telephone System Surcharge (9-1-1)

Pursuant to section 15.3 of “The Emergency Telephone Systems Act”, any municipality or any county may impose a monthly surcharge for 9-1-1, E9-1-1 or S9-1-1 services on billed subscribers of network connection provided by telecommunications carriers engaged in the business of transmitting messages by means of electricity originating within the corporate limits of the municipality or county imposing the surcharge at a rate per network connection. For the purposes of computing the surcharge, the network connections to which the surcharge shall apply shall be those in-service network connections, other than those network connections assigned to the municipality or county, where the service address for each such network connection or connections is located within the corporate limits of the municipality or county levying the surcharge.

The surcharge shall be collected from the subscriber by the telecommunications carrier providing the subscriber the network connection as a separately stated item on the subscriber’s bill. The amount of the surcharge collected by the telecommunications carrier shall be paid to the particular municipality or county not later than 30 days after the surcharge is collected, net of any network or other 9-1-1 or sophisticated 9-1-1 system charges then due the particular telecommunications carrier, as shown on an itemized bill. The telecommunications carrier collecting the surcharge shall also be entitled to deduct 3% of the gross amount of surcharge collected to reimburse the telecommunications carrier for the expense of accounting and collecting the surcharge.

12.9 Provisioning of 9-1-1, E9-1-1 or S9-1-1 Services

The Company has provided primary and secondary trunking (for redundancy) to route 9-1-1 traffic from the Company’s switch to the Regional Bell Operating Company (RBOC) Central Offices that route 9-1-1 calls to Public Safety Answering Points (PSAP).

12.10 Liability

- A) The Company’s entire liability to the customer or any person for interruption or failure of 9-1-1 service shall be limited by the terms set forth in this section, and in other tariffs of the Company. This 9-1-1 service is offered solely to assist the customer in providing 9-1-1 emergency service in conjunction with applicable fire, police and other public safety agencies. By providing this service to the customer, the Company does not create any relationship or obligation, direct or indirect, to any third party other than the customer.

SECTION 12: MISCELLANEOUS SERVICES

12.10 Liability (cont'd)

- B) The Company shall not be liable for civil damages, whether in contract, tort or otherwise, to any person, corporation, or other entity for any loss or damage caused by any Company act or omission in the design, development, installation, maintenance, or provision of 9-1-1 service other than an act or omission constituting gross negligence or wanton or willful misconduct. However, in no event shall the Company's liability to any person, corporation, or other entity for any loss or damage exceed an amount equal to the pro-rated allowance of the tariff rate for the service or facilities provided to the customer for the time such interruption to service or facilities continues, after notice by the customer to the Company. No allowance shall be made if the interruption is due to the negligence of willful act of the customer.
- C) The customer shall indemnify and hold harmless the Company from any damages, or other injuries which may be asserted by any person, business, governmental agency, or other entity against the Company or customer or any of their employees, directors, officers or agents except for Company acts of gross negligence or willful or wanton misconduct in connection with developing, adopting, implementing, maintaining, or operating the 9-1-1 system or for releasing subscriber information in connection with the provision of the 9-1-1 service
- D) The Company accepts no responsibility for obtaining subscriber record information from private telecommunications systems.
- E) The company shall not be liable or responsible for any indirect, incidental, or consequential damages associated with the provision of 9-1-1 service, including, by way of example and without limitation, when a failure or interruption of 9-1-1 service is due to the attachment of any equipment by a customer to Company facilities.
- F) The Company shall not be liable for any civil damages caused by an act or omission of the Company in the good faith release of information not in the public record, including non-published subscriber information to emergency service providers responding to calls placed to a 9-1-1 service or host providers using such information to provide 9-1-1 service.

SECTION 12: MISCELLANEOUS SERVICES12.11 Caller Name and Number Delivery (Caller ID) Blocking12.11.1 Per-Call Blocking

Per-Call Blocking is available to all customers in the Midwest Telecom of America, Inc. operating territory. This blocking option allows the calling party to block the passage of their telephone number and name on outgoing calls on a per-call basis. To activate Per-Call Blocking, the customer dials a special code prior to placing each call. There is no charge for using Per-Call Blocking, and it is provided on an unlimited basis. Per-Calling Blocking does not prevent the delivery of telephone numbers to 911 emergency service providers.

12.11.2 Per-Line Blocking

Per-Line Blocking is available to all customers in the Midwest telecom of America, Inc. serving territory. Per-Line Blocking must be added to a customer's line by placing a service order with the Company. This blocking option automatically prevents the display of the calling number and name on all outgoing calls placed from that line, unless the blocking feature is deactivated. Per-Line Blocking is offered free of charge for the first instance, and on a nonrecurring basis thereafter.

A Per-Line Blocking customer can deactivate blocking by dialing a special code. Blocking will be deactivated for that outgoing call only. As facilities permit, a line-blocking customer will be provided with a separate code to deactivate blocking, which is different from the per-call blocking code. Where this separate code is not available, the code for per-call blocking and the code to deactivate line blocking will be the same.

The Per-Line-Blocking option can only be added or removed from a customer's line by placing a service order with the Company. When this service is cancelled, the line is automatically converted to the Per-Call Blocking capability. Per-Line-Blocking does not prevent the delivery of telephone numbers to 911 emergency service providers.

SECTION 12: MISCELLANEOUS SERVICES

12.11 Caller Name and Number Delivery (Caller ID) Blocking (cont'd)

Per-Call Blocking customers and Per-Line Blocking customers cannot complete calls to Caller Name and Number Delivery subscribers who have activated the Anonymous Call Rejection (ACR) feature. If a blocking customer calls a Caller Name and Number Delivery subscriber who has activated ACR, the caller will hear an announcement that the called party is not accepting blocked calls. To complete a call to a Calling Name and Number Delivery subscriber who has activated ACR: (1) place the call by unblocking the telephone number; or (2) place the call through an operator. Option (2) will involve an operator surcharge in addition to the cost of the call.

12.11.3 Rates

	<u>Nonrecurring Charge</u> (per order, per line)
Calling Name and Number Delivery Blocking	
Per Call	\$0.00
Per Line	See Grandfathered Services, sec. 16, subsection 12.

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SECTION 12: MISCELLANEOUS SERVICES

13.1 Special Construction

13.1.1 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, 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.

13.1.2 Basis for Cost Computation

The costs referred to in 13.1.1 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;
- (B) cost of maintenance;

SECTION 13: SPECIAL ARRANGEMENTS

13.1 Special Construction (cont'd.)

13.1.2 Basis for Cost Computation (cont'd.)

- (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) tariff preparation, processing and related fees;
- (G) any other identifiable costs related to the facilities provided; or
- (H) an amount for return and contingencies.

13.1.3 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.
- B) The amount of the maximum termination liability is equal to the estimated amounts for:

SECTION 13: SPECIAL ARRANGEMENTS

13.1 Special Construction (cont'd.)

13.1.3 Termination Liability (cont'd.)

B) (Cont'd.)

- 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) tariff 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 for special construction. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 13.1.3(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 13.1.3(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 13: SPECIAL ARRANGEMENTS

13.2 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 tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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SECTION 13: SPECIAL ARRANGEMENTS

13.3 Reserved for Future Use

13.4 Telecommunications Service

Concurrence in Regulations and charges of the Illinois Telecommunications Access Corporation.

- A) Midwest Telecom of America, Inc. concurs in the Rates, Rules, and Regulations governing:
- 1) Intrastate Telecommunications Provisions for the Hearing-and Voice-Impaired as filed by the Illinois Telecommunications Access Corporation in its ILL. C. C. No. 1 tariff;
 - 2) Intrastate Telecommunications Provisions for the Deaf and Severely Hearing-Impaired for Dual Party Relay Service as filed by the Illinois Telecommunications Access Corporation in its ILL. C. C. No. 2 tariff.
- B) Midwest Telecom of America, Inc. extends this concurrence to any and all changes, which may be made subsequent to this date by the Illinois Telecommunications Access Corporation in its ILL. C. C. No.1 and ILL. C. C. No. 2 tariffs.
- C) Midwest Telecom of America, Inc. hereby expressly reserves the right to cancel and make void this statement of concurrence at any time.

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SECTION 13: SPECIAL ARRANGEMENTS

13.5 ITAC Supplemental Charge

Pursuant to the Order dated May 9, 2001, of the Illinois Commerce Commission in Docket No. 01-0300, Midwest Telecom of America, Inc. will impose a supplemental charge of three cents per month per line for all subscriber lines.

13.6 Illinois Telephone Connection Program

13.6.1 General

- A) The Illinois Telephone Connection Program (ITCP) is a federally funded program established to provide assistance to low income households. Eligible customers may receive a fifty percent reduction of service connection charges up to \$30.00.
- B) The ITCP applicant is required to meet the following eligibility criteria:
 - 1) The applicant must not be a dependent (for Federal Income Tax purposes) under the age of 60.
 - 2) The applicant must meet the requirements of a state established income test.

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SECTION 13: SPECIAL ARRANGEMENTS

13.6 Illinois Telephone Connection Program (cont'd.)

13.6.1 General (cont'd.)

- C) The Illinois Department of Public Aid will certify B (1) and B (2) above for the following assistance programs administered by the State of Illinois.
 - 1) Aid to Families with Dependent Children (AFDC)
 - 2) Aid to the Aged, Blind and Disabled.
 - 3) General Assistance (GA, City of Chicago only).
 - 4) Refuges/Repatriate Programs (RRA).
 - 5) Medical Assistance (excluding medical extension cases and spend down cases).
 - 6) Food Stamps.
- D) Presentation of a current medical card insured by one of the proxy programs and stated preceding or the Company's verification with the Department of Public Aid shall constitute proof of income eligibility.
- E) The ITCP assistance shall be granted on one access line per eligible low-income household.
- F) The fifty-percent discount on service connection charges, are allowable up to a maximum \$30.00 credit.
- G) A participant in the ITCP shall have the option to differ payment of the remaining installation charges over a minimum period of six months. Monthly payments to retire the outstanding balance shall be required, and no interest or carrying charges shall apply.

SECTION 13: SPECIAL ARRANGEMENTS

13.6 Illinois Telephone Connection Program (cont'd.)

13.6.2 Supplemental Assistance

In addition to the fifty-percent reduction in service connection charges, new subscribers who received service under this program will incur a one-time Supplemental Assistance credit of \$10.00 toward their service.

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SECTION 13: SPECIAL ARRANGEMENTS

13.7 Illinois Telephone Assistance Program

13.7.1 General

The Illinois Telephone Assistance Program (ITAP) is a program to supplement the assistance by the Illinois Telephone Connection Program (ITCP) as described in 13.6.1(A), preceding.

13.7.2 Contributions

Customers wishing to participate in the funding at ITAP may do so by electing to contribute on a monthly basis, a fixed amount to be included by the Company on the customer's monthly bill. The voluntary contribution shall not reduce the customer's total bill amount due the Company for telephone services or other charges.

- A) Residential customers may elect to contribute \$.50, \$1.00, \$2.00 or \$5.00 per month.
- B) Business customers may elect to contribute \$1.00, \$5.00, \$10.00 or \$25.00 per month.
- C) Customers may elect to discontinue or change the amount of the monthly contribution on their bill at any time upon providing, at least 30 days notice to the Company.
- D) Failure by the customer in any month to remit the entire billed amount shall reduce the ITAP contribution accordingly.

13.8 Temporary Programs Promotional

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.

SECTION 13: SPECIAL ARRANGEMENTS

13.8 Temporary Promotional Programs (cont'd)

13.8.1 Midwest Telecom of America, Inc. Local and IntraLATA Calling Promotions

Description

Midwest Telecom of America, Inc. may from time to time run promotional service programs. These promotional programs will be described within this tariff from time to time.

Rules and Regulations

1. The Customer must sign a Commercial Service Agreement. The minimum term commitment for this agreement shall be one year from the date that the service is installed.
2. At all times, the promotion is subject to the terms and conditions of this tariff.
3. Promotional pricing is available for the length of the Customer's agreement.
4. Midwest telecom of America, Inc. reserves the right to audit any usage commitment and charge standard tariff if the usage commitment isn't met during the promotional period and such usage is applicable to the promotion.
5. Rates apply to DOD T1s, PRI, and Two-Way Trunks. DID and Channelized DIOD are not eligible for promotional rates at this time.
6. Standard usage charges apply. Local, local toll, long distance, and outbound toll-free can be used to meet usage commitments.
7. Promotional pricing is available for new service and not as a replacement of existing service.

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SECTION 13: SPECIAL ARRANGEMENTS

13.8 **Temporary Promotional Programs (cont'd)**

13.8.2 **Midwest Telecom of America, Inc. Long Distance Promotion**

Description

Midwest Telecom of America, Inc. may from time to time run Long Distance promotional service programs. These promotional programs will be described within this tariff from time to time.

Rules and Regulations

1. InterLATA calls within the 48 contiguous United States only.
2. Does not apply to Toll Free calling.
3. All calls billed in 6-second increments with an initial billing period of 30 seconds.
4. Promotional rates must be available.
5. Customers must sign a Commercial Service Agreement.
6. Minimum term commitment must be for a period of one year from the time service is verified as being switched over to Midwest Telecom of America, Inc.'s network.
7. Promotional pricing is available for new service only and not as a replacement of existing service.
8. Midwest Telecom of America, Inc. reserves the right to audit any usage commitment and charge standard tariff rates if the usage commitment is not being met during the promotional period and if applicable to the promotion.

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SECTION 13: SPECIAL ARRANGEMENTS

13.8 Temporary Promotional Programs (cont'd)

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SECTION 13: SPECIAL ARRANGEMENTS

13.8 Temporary Promotional Programs (cont'd)

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SECTION 13: SPECIAL ARRANGEMENTS

13.8 Temporary Promotional Programs (cont'd)

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SECTION 13: SPECIAL ARRANGEMENTS

Temporary Promotional Programs (cont'd)

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SECTION 14: INTRA-NETWORK CALLING14.1 Midwest Telecom of America, Inc. Intra-Network Intra-LATA Calling14.1.1 Description

Midwest Telecom of America, Inc may at a future time allow Midwest Telecom of America, Inc. outbound customers to realize savings when they place calls to other Midwest Telecom of America, Inc. customer's inbound Midwest Telecom of America, Inc. T-1 lines. The same future savings applies to all calls within the local and local toll (intraLATA) areas, as defined in Section 4.2 of this tariff.

14.1.2 Regulations

1. Both the originating and terminating parties must have Midwest Telecom of America, Inc. T1/PRI lines in place at the originating and terminating premises. Customers with multiple local providers must program their PBX(s) to route calls over the proper Midwest Telecom of America, Inc T1 trunk-groups. If Midwest Telecom of America, Inc. facilities are trunked into a Customer's CENTREX block, then calls into those DIDs will not qualify as Midwest Telecom of America, Inc. Intra-network calls.
2. Customers must be in the same LATA. In addition, the customer must have their intraLATA toll traffic PIC-ed to Midwest Telecom of America, Inc. otherwise only local calls will qualify Midwest Telecom of America, Inc. Intra-Network calls.
3. For customers who may select this future service, Midwest Telecom of America, Inc. Intra-Network rates will prevail for all call types.

14.1.3 Rates

The rates set forth in this section, once the service becomes available, will apply to all direct-dialed Midwest Telecom of America, Inc. Intra-Network calls. For operator-assisted Midwest Telecom of America, Inc. Intra-Network calls, the operator charges in Section 12.1.3 apply in addition to the charges listed below.

<u>#T1s</u>	<u>Rate Per Minute</u>
1 – 3	N/A at this time. Rates have not been established as of yet for this service.
4 – 6	N/A at this time. Rates have not been established as of yet for this service.
7 – 11	N/A at this time. Rates have not been established as of yet for this service.
12 – 18	N/A at this time. Rates have not been established as of yet for this service.
19+	N/A at this time. Rates have not been established as of yet for this service.

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SECTION 14: INTRA-NETWORK CALLING

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SECTION 14: INTRA-NETWORK CALLING14.2 Midwest Telecom of America, Inc. Intra-Network InterLATA calling14.2.1 Description

Midwest Telecom of America, Inc.'s Intra-Network Inter-LATA calling may at some point in the future provide a tiered rate structure based upon how and where the interLATA call terminates. With Midwest Telecom of America, Inc.'s Intra-Network InterLATA calling, there are three types of call terminations.

1. Midwest Telecom of America, Inc. – Midwest Telecom of America, Inc. InterLATA Calling

Midwest Telecom of America, Inc.-to-Midwest Telecom of America, Inc. interLATA calling is defined as any interLATA call that originates and terminates on Midwest Telecom of America, Inc. facilities.

2. On-Market InterLATA Calling

On-Market interLATA calling is defined as any interLATA call that originates on Midwest Telecom of America, Inc. facilities and terminates within one of Midwest Telecom of America, Inc markets. Midwest Telecom of America, Inc. markets are based upon LATA boundaries.

LATAs associated with On-Market InterLATA Calling:

LATA	LATA NAME
128	EASTERN MASS
132	NEW YORK METRO NY
222	DELAWARE VALLEY NJ
224	NORTH JERSEY NJ
228	PHILADELPHIA PA
236	WASHINGTON DC
238	BALTIMORE MARYLAND
320	CLEVELAND OHIO
340	DETROIT MICHIGAN
358	CHICAGO ILLINOIS
438	ATLANTA GEORGIA
552	DALLAS TEXAS
560	HOUSTON TEXAS
628	MINNEAPOLIS MINN
674	SEATTLE WASHINGTON
722	SAN FRANCISCO CA
730	LOS ANGELES CA

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SECTION 14

SECTION 14: INTRA-NETWORK CALLING

14.2 Midwest Telecom of America, Inc Intra-Network InterLATA Calling(cont'd)

14.2.1 Description Cont'd

3. Off-Market InterLATA Calling:

Off-Market interLATA calling is defined as any interLATA call that originates on Midwest Telecom of America, Inc. facilities and terminates in a market not served by Midwest Telecom of America, Inc. (the call terminates in a LATA not listed above, but still lies within the 48 contiguous states).

14.2.2 Regulations

1. Customers must have their interLATA traffic PIC-ed to Midwest Telecom of America, Inc. in order to qualify for Midwest Telecom of America, Inc. Intra-Network InterLATA rates.
2. Calls of this type must originate and terminate on Midwest telecom of America, Inc. facilities.
3. Off-Market InterLATA rates do not include international calls or calls to Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Bahamas, Jamaica, Dominican Republic, other Caribbean countries, North Mariana Island, and Guam.

14.2.3 Rates

The rates set forth in this section apply to all direct-dialed Midwest telecom of America, Inc. Intra-Network InterLATA calls. All calls will be billed in 6-second increments with an initial billing period of 30 seconds. For operator assisted Midwest Telecom of America, Inc. Intra-Network InterLATA calls, the operator charges in Section 12.1.3 apply in addition to the charges listed below

	<u>Rate per minute</u>
Midwest Telecom of America, Inc. to Midwest Telecom of America, Inc. InterLATA Calling	N/A at this time.
On-Market InterLATA Calling	N/A at this time.
Off-Market InterLATA Calling	N/A at this time

SECTION 15: UNBUNDLED NETWORK ELEMENT PLATFORM EXCHANGE ACCESS SERVICE

See section 16 Grandfathered Services sub-section 15.

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(N) 16. Grandfathered Services

Grandfathered

No longer available for new installations, new customers or new locations. Customers utilizing equipment/services on the effective date of the "Grandfathering" may continue to do so as long as the service or equipment remains in the service for the same subscriber at the same premises or so long as it can be maintained.

Section 1: Definitions

Blank

Section 2: Regulations

Blank

Section 3: Application of Rates

Blank

Section 4: Service Areas

Blank

Section 5: Exchange Access Service

Blank

Section 6: Exchange Access Optional Features

Blank

Section 7: Resold Local Exchange Service

Blank

Section 8: Local & Intralata Calling Service

Blank

(N) 16. Grandfathered Services (Cont'd)**Section 9: Message Toll Service**

Blank

Section 10: Long Distance Service

Blank

Section 11: Other Service Agreements

Blank

Section 12: Miscellaneous Services12.11 Caller Name and Number Delivery (Caller ID) Blocking (cont'd)12.11.3 Rates

	<u>Nonrecurring Charge</u> (per order, per line)
Calling Name and Number Delivery Blocking	
(R) Per Call	\$0.00*

- Initial Per-Line Blocking is provided free of charge upon customer request. The nonrecurring charge applies for subsequent requests for Per-Line Blocking for the same customer at the same address

Section 13: Special Arrangements

Blank

Section 14: Intra-Network Calling

Blank

Section 15: Unbundled Network Platform Access Service

Grandfathered

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Cary W. Smith – President
1567 E. 93rd Ave
Merrillville, IN 46410

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Effective: March 25th 2005

Issued By:

Cary W. Smith – President
1567 E. 93rd Ave
Merrillville, IN 46410

(N) 16. Grandfathered ServicesUNE-Platform

Grandfather the Term "UNE-Platform" on all Commercial Service Agreements negotiated on an individual contract basis Where the Company's contract and/or commercial service agreement with the Customer states the Customer is selecting services under the "UNE-Platform, the Company hereby Grandfathers the term "UNE-Platform" for use in customer agreements. This action does not materially impact the customers service or other term and conditions of the ICB arrangement. All customer contracts and/or commercial service agreements containing the term "UNE-Platform" are considered valid and binding agreements until agreements are terminated in accordance with the terms and conditions of said agreement. The Company is replacing the term "UNE-Platform" with the term "Local Connect"

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