MIDWEST TELECOM OF AMERICA, INC. REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES WITHIN THE STATE OF INDIANA

(T)

Issued By:
James Smutniak
Vice President
Midwest Telecom of America, Inc.
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Merrillville, IN 46410

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INDIANA UTILITY REGULATORY COMMISSION TELECOMMUNICATIONS DIVISION

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F is of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all change from the original tariff in effect on the date indicated.

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1	1st Rev.	43	Original	57.19	Original	66.1	1st Rev.	82.2	Original
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INDIANA UTILITY REGULATORY COMPUSSION
TELECOMPUNICATIONS DIVISION

CANCELS SECOND REVISED PAGE NO. 6

PLICATION OF TARIFF

(T)

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of competitive intrastate On-net and Off-net end-user local exchange services by Midwest Telecom of America, Inc., (herein referred to as the Company and/or "MTA"), to Customers within the State of Indiana, applicable exclusively to AT&T and Verizon operating areas.

Due to the merger of SBC and AT&T, the company formerly known as SBC is now known as AT&T. Any references in this tariff to "SBC" or "SBC operating areas" should be construed as a reference to "AT&T" or "AT&T operating areas."

Resale-based end-user local exchange communications services are not subject to this tariff and are instead subject to the Company's adoption of the applicable ILEC retail local exchange tariff. Where the applicable ILEC has replaced its local exchange tariff in the State of Indiana with a retail service guide, the Company's pricing, terms, and conditions for any Company provided service to Customers under resale arrangements will be subject to the same pricing, terms, and conditions as those found in the applicable ILEC retail service guide.

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

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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ISSUED: July 15, 2003

CANCELS SECOND REVISED PAGE NO. 8

Definitions

Certain terms used generally throughout this tariff are defined below.

(C) 1+ Domestic Long Distance: Any long distance telephone call that which originates from a customer's local telephone service access line and terminates to any other local telephone access number located outside the immediate local calling area in the domestic contiguous United States of America. This does not include Alaska, Puerto Ricco, U.S. Virgin Islands, Hawaii, Canada, Mexico or any other International locations.

Account: All local exchange access lines billed to a single location by Billed Telephone Number (BTN).

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

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

(N) Call Center Organization: A central place or network of places which makes and may receive a large amount of inbound/outbound local and 1+ long distance calls.

pany: Used throughout this tariff to refer to Midwest Telecom of America, Inc., an Indiana Corporation, which is the issuer of this tariff, its subsidiaries and affiliates.

(T) Commercial Agreement: Refers to any Midwest Telecom of America, Inc., Off-Net services provided to Customers where the underlying facilities, including switching, loop, and transport, are provided to Midwest Telecom of America, Inc by the applicable Incumbent Local Exchange Carrier. This term is sometimes referred under the acronym C.A.

(T) Commercial Service Agreement: Distinct from the term "Commercial Agreement" this term refers to the contract between Midwest Telecom of America, Inc., and the Customer.

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

Data Application Call/Dial up Internet Access Call: A local or long distance call made using a modem to access a data network, another modem or an Internet Service Provider.

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Midwest Telecom of America, Inc.

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Definitions (Cont'd.)

(T) End-User: A Customer of Midwest Telecom of America, Inc., or an employee of a Customer of Midwest Telecom of America, Inc.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Extended Area Service: Service where customer place calls to other specified exchanges without incurring message toll costs.

ILEC: Incumbent Local Exchange Carrier., for example AT&T and Verizon.

IURC: The Indiana Utility Regulatory Commission.

(T) Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation. This term is sometimes referred to under the acronym "ICB".

্<u>J ারু User:</u> A person, firm or corporation designated by the Customer as a user of local exchange service this hed to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

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 Calling: A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.

Local Exchange Carrier: A company that furnishes exchange telephone service.

Mbps: Megabits, or millions of Bits, per second.

(T) MTA: Midwest Telecom of America, Inc. The terms "MTA", "Midwest Telecom of America, Inc." and "Company" may be used interchangeably

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Lanitions (Cont'd.)

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

(M) Off-Hook: The term "off-hook" denotes the active condition of a telephone exchange service line.

(T) Off-Net: MTA Telecommunications Services rendered via facilities owned and operated by other entities such as Incumbent Local Exchange Carriers. Off-Net services are distinguished from On-Net services insofar as On-Net services utilize switching owned and operated by MTA.

On-Hook: The term "on-hook" denotes the idle condition of a telephone exchange service line.

(T) On-Net: MTA Telecommunications and/or Voice over IP Services rendered via MTA's own facilities including, but not limited to, switching owned and operated by MTA. On-Net services are distinguished from Off-Net services insofar as Off-Net services utilize switching owned and operated by other entities such as Incumbent Local Exchange Carriers.

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 of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof 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.

Services: The Company's telecommunications services offered on the Company's network.

Station: Telephone equipment from or to which calls are placed.

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Definitions (Cont'd.)

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Telemarketing Organization: An enterprise that markets goods or services by telephone.

<u>Toll Free Service:</u> A term to describe an inbound communications service which permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (e.g. NPA is 800, 888, etc.).

<u>Trunk</u>: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

<u>Unlimited Domestic Long Distance:</u> Any long distance telephone call that which originates from a customer's local telephone service access line and terminates to any other local telephone access number located outside the immediate local calling area in the domestic contiguous United States of America. This will also include calls to Puerto Ricco, U.S. Virgin Islands and Hawaii. Calls to Canada, Mexico, Alaska or any other International locations are not included.

(T)
<u>User</u>: Interchangeable term with the term "End User".

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I.U.R.C. NO. 5 FIRST REVISED PAGE NO. 11

Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with the provision of an access line and usage within a local calling area for the transmission of high quality, 2-way interactive switched voice or data communications between points within the State of Indiana.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers. Company reserves the right to offer its Customers a variety of competitive services as deemed appropriate by Company. The Company reserves the right to discontinue offering the service and grandfather existing customers on one day's notice to the Commission, in the event that 1) facilities are not available to the Company to adequately provide the service, and 2) such lack of facilities is the result of the failure of any carrier (from whom the Company is securing facilities to provide the service) to provide adequate service to the Company.

2.1.2 Shortage of Equipment of Facilities

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

2.1.3 Terms and Conditions

- 2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one year, and shall continue to be provided until canceled by the Customer, on not less than 90 days written notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
- (N) 2.1.3.2 Services offered are solely Non-Basic Telecommunications Service

 The Company offers only non-basic telecommunications services defined by IC 8-1-2.6-0.3.

 The Company does not offer basic telecommunications services defined by IC 8-1-2.6-0.1

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions (continued)

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

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2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions (continued)

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- 2.1.3.2 Customers may be required to enter into written Service Orders, which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.
- 2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on an annual basis at the then current rates unless terminated by either party upon 90 days written notice. All Customer notices must be sent via U.S. certified mail, major overnight packaging carrier service or hand delivered by Customer with signed delivery acknowledgement from MTA. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- 2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Indiana without regard for the State's choice of laws provisions.
- 2.1.3.5 No other telecommunications provider may 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.
- 2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- 2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.8 below.

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2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions (continued)

- 2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 2.1.3.9 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.

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2.2 Establishment of Service

2.2.1 Applications for Service

An application for service, whether made orally or in writing, establishes the contract between the Company and the customer on the terms and conditions set forth in this tariff. Neither the contract nor any rights acquired there under may be assigned or in any manner transferred.

2.2.2 Minimum Contract Periods

- 2.2.2.1 Except as otherwise provided, the minimum contract period is one year for all services furnished. The customer shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.
- 2.2.2.2 Except as provided in 2.2.2.1 preceding, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to the customers to the day the succeeding directory is first distributed to customers.
- 2.2.2.3 The Company may require a minimum contract period longer than one year at the same location in connection with special (non-standard) types or arrangements of equipment, or for unusual construction, necessary to meet special demands and involving extra costs.

2.2.3 Cancellation of Application for Service Prior to Establishment of Service

- 2.2.3.1 Where the Applicant cancels an order for service before the start of installation or special construction of facilities, all charges agreed to as detailed in MTA's Commercial Service Agreement will apply.
- 2.2.3.2 Where installation of facilities, other than those provided by special construction, has been started prior to the cancellation, the lower of the following charges applies:
 - A. The total costs (including overheads) in connection with providing and removing such facilities.

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- 2.2.3 <u>Cancellation of Application for Service Prior to Establishment of Service</u> (continued)
 - B. The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any installation and termination charges applicable.
 - 2.2.3.3 Where special construction of facilities has been started prior to the cancellation and there is another requirement for the specially constructed facilities, in place, no charge applies.
 - 2.2.3.4 Where special construction of facilities has been started prior to the cancellation, and there is no other requirement for the specially constructed facilities, a charge equal to the costs incurred in the special construction (including overheads) applies. Where one or more, but not all, of the services involved in the special construction are canceled, a charge equal to the cost (including overheads) incurred for the discontinued service applies.
 - 2.2.3.5 Installation or special construction of facilities for a customer starts when the company incurs any expense in connection therewith which would not otherwise have been incurred and the customer has advised the Company to proceed with the installation or special construction.

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2.2.4 Establishing Credit

- 2.2.4.1 The Company, in order to assure the payment of its charges for service, will require applicants and customers to establish and maintain credit in accordance with 170 Indiana Administrative Code 7-1.3-3.
- 2.2.4.2 The establishment or reestablishment of credit as provided in this Section shall not relieve the applicant or customer from compliance with other provisions of this tariff as to advance payments and the payment of bills, and shall in no way modify the provisions regarding disconnection and termination of service for failure to pay bills due for service furnished.

Applicants for Service

- A. The Company may refuse to furnish service to an applicant that has not established credit or has not paid charges for service of the same classification, previously furnished by the Company at the same or another address, until arrangements suitable to the Company have been made to pay such charges.
- B. The Company may also refuse to furnish service to an applicant that has not paid charges for service of the same classification, previously furnished by any telephone company at the same or another address, until deposit arrangements suitable to the Company are made.
 - (1) Applicants may establish credit in one of the following ways:
 - a. Submit to a credit check and pass with a minimum score of 60 out of 100 possible points.
 - b. Payment of cash deposit to the Company in accordance with Section 2.2.5 below.
 - c. Providing a sufficient written guarantee of payment for service by a guarantor satisfactory to the Company.
 - d. Providing a surety bond, provided that such surety bond has been issued by an insurance company that has received a certificate of authority from the Department of Insurance to do business in Indiana.

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2.2.4 Establishing Credit (continued)

- (2) During the verification of an applicant's credit, the Company will permit service to be installed upon the advance payment by the applicant of an amount equal to applicable service charges and initial nonrecurring charges applicable for service installation plus the estimated amount of the applicant's monthly bill for service. Such advance payment will be credited to the applicant's service account but does not relieve the applicant of his responsibility to subsequently establish credit in accordance with (1) preceding.
- C. If credit is not so established, the Company may disconnect the service not sooner than seven (7) days after mailing of written notice of intention to disconnect.

When a customer's service has been disconnected in accordance with the above, service will not be reconnected until the customer has established credit.

- (1) A customer may be required to reestablish credit by the payment or increase of a cash deposit in accordance with Section 2.2.5 following when any of the following conditions occur:
 - a. During the first twelve months that a customer receives service, the customer pays late four times or has service disconnected by the company for nonpayment two times.
 - b. After the first twelve months that the customer has received service, the customer has had service disconnected twice by the Company within a twelve-month period or the Company provides evidence that the customer used a device or scheme to obtain service without payment.
- (2) Payment by the customer of delinquent bills will not of itself relieve the customer from the obligation of establishing his credit with respect to the account involved or with respect to any other account in connection with the same or any other class of service which the Company may be providing such customer.

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2.2.4 Establishing Credit (continued)

- (3) A customer may be required to reestablish credit in accordance with 2.2.4.2 B (1) b., proceeding when the amount of service furnished or the basis on which credit was formerly established has significantly changed.
- (4) If a customer fails to reestablish his credit as required by the Company his service may be disconnected not sooner than seven (7) days after mailing of written notice of intention to disconnect.

2.2.5 Cash Deposits

2.2.5.1 Amount of Deposits

The amount of a deposit (U.S. currency) which an applicant or customer may be required to pay to the Company as a means of establishing credit shall be determined as follows as outlined in 170 Indiana Administrative Code 7-1.1-15:

A. Applicant

An amount not to exceed one-sixth (1/6) of the customer's estimated annual billing based upon the average annual bills for that class and type of service.

B. <u>Initial Payment</u>

Payment of deposit is required in full before installation of service.

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2.2.5 Cash Deposits (continued)

C. Adjustments to Deposit

The amount of a deposit may be adjusted on the basis of B preceding, at the option of the customer, applicant or the Company at any time when the character or degree of the customer's use of the service has materially changed, or when it develops that the character or degree of such use will materially change, and such change is not temporary.

2.2.5.2 Interest to be Paid on Deposits

Simple interest will accrue at a rate equal to the rate paid on United States savings bonds series EE. Interest will be compounded annually and shall be paid by the Company on all deposits made for the purpose of establishing credit but in no case shall interest be allowed for a period extending beyond the date of refund or the date service is terminated, whichever date is earlier. Interest shall be computed from the date of payment of the deposit and shall be paid to the customer as follows:

- A. By credit to the customer's account annually, or
- B. By payment, no more than once in any 12 months' period, when requested by the customer, or
- C. By adding the accrued interest to the amount of the deposit at the time such deposit is refunded or applied to an unpaid bill of the customer in accordance with Section 2.2.5.3 following.

2.2.5.3 Refund or Application of Deposits

The Company will refund deposits, within twelve months, including accrued interest, upon surrender of the receipt of certificate of deposit properly endorsed, or delivery of a cancellation receipt for the deposit, if the Company so requests, when all of the following conditions occur:

- A. The customer has paid any past due bill for service owed to the Company.
- B. Service has not been discontinued for no Reference EIVED

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2.2.5 Cash Deposits (continued)

- C. The customer has not paid late four times.
- D. The Company has not provided evidence that the customer used a device or scheme to obtain service without payment.

Or any of the following occurs:

- A. The customer establishes credit by other means in accordance with Section 2.2.4 preceding,
- B. The service is terminated and the bills are paid in full, or
- C. The applicant cancels his application for service and any charges incurred are paid in full.

When the service is terminated or the application is canceled and there are charges due the Company, the deposit plus interest will be applied to the charges, and the balance, if any, returned to the customer or applicant.

2.2.5.4 <u>Lifeline</u>

No deposit will be charged for a lifeline customer that voluntarily elects to receive toll blocking service.

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2.3 Provision of Equipment and Facilities

2.3.1 General

- 2.3.1.1 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.
- 2.3.1.2 The Company shall use reasonable efforts to maintain facilities 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 installed by the Company, except upon the written consent of the Company.
- 2.3.1.3 Equipment installed at the Customer Premises for use in connection with the services that the Company offers shall not be used for any purpose other than that for which the Company has provided it.
- 2.3.1.4 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. Beyond this responsibility, the Company shall not be responsible for:
 - A. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - B. the reception of signals by Customer provided equipment; or
 - C. network control signaling where such signaling is performed by Customer provided network control signaling equipment.

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2.3 Provision of Equipment and Facilities (Cont'd.)

2.3.2 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.

2.3.3 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

2.3.4 Use of Service

2.3.4.1 General

Service is furnished for use by the customer and may be used only by others as specifically provided elsewhere in this tariff.

2.3.4.2 Unlawful Use of Service

Service shall not be used for any purpose in violation of law or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service of a customer when:

A. An order is issued, signed by a judge as defined by Indiana Statutes, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

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its transmission of signals if said transmission is causing interference to others or impairing the service of others.

2.3.4.8 Subscribing to Adequate Service

If a customer's use of service interferes unreasonably with the service of other customers, the interfering customer will be required to take service in sufficient quantity or of a different class or grade.

2.3.4.9 Telephone Solicitation by Use of Recorded Messages

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of non-requested calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.4 Liability of the Company

- 2.4.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6, below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company follows the guidelines set forth in 170 Indiana Administrative Code 7-1.2-1.
- (T) 2.4.2 The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.11, the Company's liability, if any, shall be limited as provided herein.

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2.3 Provision of Equipment and Facilities (Cont'd.)

2.3.4 Use of Service (continued)

2.3.4.6 Fraudulent Use

- A. Service shall not be used to transmit a message, to locate a person, or to otherwise give or obtain information without payment of the charges applicable to such use.
- B. No device shall be used by a customer with the service or facilities of the Company for the purpose of avoiding payment of the applicable charge.

2.3.4.7 Interference with or Impairment of Service

Service shall not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

2.3.4.8 Subscribing to Adequate Service

If a customer's use of service interferes unreasonably with the service of other customers, the interfering customer will be required to take service in sufficient quantity or of a different class or grade.

2.3.4.9 Telephone Solicitation by Use of Recorded Messages

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of non-requested calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

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Telecommunications division

2.4 Liability of the Company

- The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6, below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents. The Company follows the guidelines set forth in 170 Indiana Administrative Code 7-1.2-1.
- 2.4.2 The Company's liability, if any, with regard to delayed installation of Company **(T)** facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.11, the Company's liability, if any, shall be limited as provided herein.
 - 2.4.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
 - 2.4.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.

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- 2.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided or Company provided equipment or facilities.
- 2.4.6 The Customer shall indemnify and hold the Company harmless (including costs and reasonable attorney's fees) from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 2.4.7 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

2.4.8 Claims

- 2.4.8.1 Notwithstanding the Customer's obligations as set forth in Section 2.5.2, the Company shall be indemnified, defended, and held harmless (including costs and reasonable attorney's fees) by the Customer or by others authorized by it to use the service against any claim, loss or damage arising directly or indirectly from Customer's use of services furnished under this tariff, including:
 - A. claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and
 - B. patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others

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- C. all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- 2.4.8.2 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.4.9 THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE EXCEPT AS EXPRESSLY SET FORTH IN THIS TARIFF. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ITS SERVICES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE OR ANY DEFECT IN THE SERVICE WHATSOEVER, NEITHER COMPANY NOR ANY AFFILIATED OR UNAFFILITATED THIRD PARTY, THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPEICAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.
- 2.4.10 The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billings for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or (2) not prevented by customer-provided equipment but which would have been prevented had Company-provided equipment been used.

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- 2.4.11 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.
- 2.4.12 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.5.1 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the company may, upon written notice, terminate the Customer's service without liability.

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2.4.13 With respect to Emergency Number 911 Service:

- 2.4.13.1 This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- 2.4.13.2 Neither is the Company responsible for any infringement or Invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

2.4.14 With respect to Directory Listings;

The Company follows the guidelines of 170 Indiana Administrative Code 7-1.2-8 in regards to Directory Listings.

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- 2.4.15 In conjunction with a non-published telephone number, as described in Section 6.4.5.2, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
- 2.4.16 When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

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2.5 Obligations of the Customer

2.5.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. reimbursing the Company for 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's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;
- 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 right-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.5.1(C). Any costs associated with 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;

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2.5 Obligations of the Customer (Cont'd.)

2.5.1 General

- 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's 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;
- 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 2.5.1(D) above; 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 or maintained 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 for interruptions in service will be made for the period during which service is interrupted for such purposes.

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2.5 Obligations of the Customer (Cont'd.)

2.5.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of
- the Customer, its employees, agents, representatives or invitees; or any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.5.3 Station Equipment

The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 (Ploying VIII)

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2.5 Obligations of the Customer (Cont'd.)

2.5.3 Station Equipment (continued)

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 other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.5.4 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense. Local 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. Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

2.5.5 Inspections

Upon reasonable 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 2.5.3 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

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. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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EFFECTIVE: July 17032003

Issued by: James Smutniak Midwest Telecom of America, Inc. 8929 Broadway Merrillville, Indiana 46410

INDIANA UTILITY REGULATORY COMMISSION TELECOMMUNICATIONS DIVISION

2.6 Allowances for Interruptions of Service

2.6.1 Credit for Interruptions

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

2.6.2 Restrictions on Allowance

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 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;

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2.6 Allowances for Interruptions of Service (Cont'd.)

2.6.2 Restrictions on Allowance (continued)

- 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;
- 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;
- G. interruption of service due to circumstances or causes beyond the control of the Company.

2.6.3 Use of Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service.

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- 2.8.2.1 The Customer is responsible for the payment of Federal excise taxes, state and local sales and use taxes, and all taxes, fees, surcharges, and other exaction's imposed on the Company or its services by law or by governmental entities other than taxes imposed generally on corporations. All such taxes, fees, surcharges, and other exaction's shall be separately designated on the invoices and are not included in the tariff rates.
- 2.8.2.2 Indiana Utility Receipts Tax The Company will assess and itemize via a separate line item, a pass through charge equal to 1.4% of total local service charges, to recover for the Indiana Utility Receipts Tax created under I.C. 6-2.3-2-1.
- (N) 2.8.2.3 Indiana Universal Service Surcharge The Company will assess and itemize via a separate line item, a charge equal to 0.538% (or equal to the assessment rate as determined by the IUSF Administrator) of total intrastate charges, to recover for the Indiana Universal Service Fund charges which are assessed pursuant to I.U.R.C. order filed in Cause No. 42144.

2.9 Notices and Communications

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Midwest Telecom of America, Inc.

1567 E 93rd Avenue

Merrillville, Indiana 46410

EFFECTIVE: September 21, 2007

2.7 Billing / Payment (Cont'd.)

2.7.1 Customer Billing (continued)

(7) The address and telephone number of the provider, designating where the customer may initiate an inquiry or formal complaint regarding the bill as rendered or the service provided.

2.7.2 Payment of Charges for Service

- 2.7.2.1 The customer is responsible for the payment of charges for all services furnished including, but not limited to, calls originated or accepted at a customer's service location.
- 2.7.2.2 Bills are due upon receipt and may be paid at any of the Company's public business offices or other authorized payment locations. Payment shall be made in United States currency or by instruments so denominated and payable on demand at par in Commercial banks in the locality where facilities and service are rendered.
- 2.7.2.3 Charges for a message originated at a coin telephone shall be paid by cash deposit in the coin telephone unless arrangements for billing have been made.
- 2.7.2.4 When payment for service is made by check, a charge, as specified in Section 4.5 of this tariff will be made for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- 2.7.2.5 If the customer remits to the Company on more than one occasion during a twelve month period a check, draft, or other instrument which is dishonored the company may refuse acceptance of further checks and place the customer on a cash basis. Under a cash basis, the Company may refuse acceptance of anything as payment other than U.S. currency, U.S. Postal Service money orders, or in instrument denominated in U.S. dollars and guaranteed by or issued by a third party acceptable to the Company. The Company shall advise the customer in writing of the restriction and of the various options available in paying by cash.

2.7.3 <u>Late Payment Charge</u>

2.7.3.1 A late payment charge of 1.5% per month shall apply to amounts shown on a monthly bill which remain unpaid after the due date referred to in 2.7.2 preceding, except that the charge is not applicable as specified in 2.7.3.2 following.

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2.7 Billing / Payment (Cont'd.)

2.7.3 Late Payment Charge (continued)

2.7.3.2 Regulations

- A. The late payment charge does not apply to:
 - (1) amounts which are in dispute at the time the late payment charge would otherwise be applied.
 - (2) federal excise tax or any other taxes levied by law directly on the customer.
 - (3) accounts of the federal, state, county or local government.
 - (4) amounts billed by the Company for other entities for which the charge is not authorized by those entities' appropriate tariffs or contracts.
- C. Credit, deposit and collection procedures outlined in this Section are not waived or foreclosed by the application of a late payment charge.

2.7.4 Failure to Pay Charges for Service

- 2.7.4.1 A customer is considered to be delinquent in the payment of a bill when the total amount due is not received within 17 days of customer's receipt of invoice.
- 2.7.4.2 When a customer is delinquent in the payment of a bill, the Company may disconnect the service not sooner than seven (7) days after mailing of written notice of intention to disconnect.

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ISSUED: July 15, 2003

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2.8 Special Taxes, Fees, and Surcharges

2.8.1 <u>Telephone Surcharges</u>

2.8.1.1 In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges or taxes apply to the Customer's monthly bill statement as outlined in 2.8.2 below.

2.8.2 Surcharges and Taxes

- 2.8.2.1 The Customer is responsible for the payment of Federal excise taxes, state and local sales and use taxes, and all taxes, fees, surcharges, and other exaction's imposed on the Company or its services by law or by governmental entities other than taxes imposed generally on corporations. All such taxes, fees, surcharges, and other exaction's shall be separately designated on the invoices and are not included in the tariff rates.
- 2.8.2.2 Indiana Utility Receipts Tax The Company will assess and itemize via a separate line item, a pass through charge equal to 1.4% of total local service charges, to recover for the Indiana Utility Receipts Tax created under I.C. 6-2.3-2-1.

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ISSUED: August 11, 2003

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EFFECTIVE: August 13, 2003

2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order 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.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 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 deposit 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.
- 2.9.4 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.

2.9.5 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 preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible. **RECEIVED**

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ISSUED: July 15, 2003

EFFECTIVE: July 17, 2003

2.10 Transfer 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; (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.

2.11 Termination, Discontinuation or Refusal of Service

2.11.1 Business service may be terminated upon the expiration of the minimum contract period, upon the Company being notified in writing, 90 days in advance and upon payment of all charges due to the date of termination of the service.

Residential service may be terminated by the customer upon the Company being notified 30 days in advance and upon payment of all charges due to the date of termination of the service.

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TELECOMMUNICATIONS DIVISION

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2.11 Termination, Discontinuation or Refusal of Service (Cont'd.)

- 2.11.2 The Company may discontinue or refuse service for any of the reasons stated below:
 - 2.11.2.1 For failure to make or increase a deposit pursuant to applicable rules set forth in Section 2.2.4 preceding.
 - 2.11.2.2 For failure to pay a past due bill owed to the Company, including one for the same class of service furnished to the applicant or customer at the same or another location, or where the applicant or customer voluntarily assumed, in writing, responsibility for the bills of another applicant or customer.
 - 2.11.2.3 For failure to provide Company representatives with necessary access to Company-owned service or equipment, after the Company has made a written request to do so.
 - 2.11.2.4 When the Company has reason to believe that a customer has used a device or scheme to obtain service without payment and where the Company has so notified the customer prior to disconnection.
 - 2.11.2.5 For violation or noncompliance with an Indiana Regulatory Utilities Commission order.
 - 2.11.2.6 For violation or noncompliance with any rules and regulations of the Company on file with the Indiana Regulatory Utilities Commission for which violation of or noncompliance with the Company is authorized by tariff to deny or refuse service.
 - 2.11.2.7 For violation of or noncompliance with municipal ordinances and/or other laws pertaining to telephone service.
 - 2.11.2.8 For failure to pay past due bill of a previous customer of the premises to be served, provided that the applicant for service voluntarily signed a form agreeing to assume responsibility for the bills of the previous customer.

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Termination, Discontinuation or Refusal of Service (Cont'd.) 2.11 2.11.2.9 Without notice in the event hat the customer's use of equipment adversely affects the Company's service to others. Without notice in the event that the customer's use of equipment 2.11.2.10 will endanger public safety or health. 2.11.2.11 For a customer who has not used the service for a period of 30 days and who appears, after investigation to have left the community or who advised the Company that he or she does not desire to continue to be carried as a customer. Upon condemnation of any material portion of the facilities used by 2.11.2.12 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. 2.11.2.13 Without notice upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service. 2.11.2.14 Without notice upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation. 2.11.2.15 Without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. 2.11.2.16 The Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s). 2.11.2.17 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges

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up to suspension or discontinuance.

due and owing for service(s) furnished the time to suspension or discontinuance.

2.11 Termination, Discontinuation or Refusal of Service (Cont'd.)

2.11.2.18 Upon the Company's discontinuance of service to the Customer under this Section, all applicable charges, including termination charges, shall become due. This is 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.

2.12 Cancellation of Service

2.12.1 Cancellation of Application for Service

- 2.12.1.1 Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits 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.
- 2.12.1.2 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 service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- 2.12.1.3 The special charges described in 2.12.1.1 and 2.12.1.2 will be calculated and applied on a case-by-case basis.

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2.12 Cancellation of Service (Cont'd.)

2.12.2 Cancellation of Service by the Customer

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 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.2.2, all costs, fees and expenses incurred in connection with:

- 2.12.2.1 all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- 2.12.2.2 any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- 2.12.2.3 all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term.

2.13 Restoral of Service

- 2.13.1 If any customer's service is restored after having been disconnected in accordance with this tariff but a Company service order to terminate such service has not been completed when such service is restored, the customer will be required to apply a Reconnection Charge. Monthly service charges will not apply for the period between the disconnection and reconnection.
- 2.13.2 When a customer's service has been disconnected in accordance with this tariff and the service has been terminated through the completion of a Company service order, service will be reestablished only upon the basis of application for new service.

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INDIANA UTILITY REGULATORY COMMISSION TELECOMMUNICATIONS DIVISION

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2.14 Liability of MTA Vendors and Carriers

2.14.1 In no case shall Verizon, its Affiliates or the directors, officers, or employees of Verizon or its Affiliates be liable to MTA customers or other third parties for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages, arising out of a Services Failure.

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ISSUED: June 11, 2005

EFFECTIVE: June 13, 2005

3. Service Description

3.1 Local Exchange Service

3.1.1 Local Exchange Service consists of the services offered pursuant to this tariff, either individually or in combination. Each service is offered independent of the others and is offered via the Company's own or resold facilities for the transmission of communications unless otherwise noted.

Local Exchange Service provides a customer with a connection to the Company's switching network which enables the customer to:

- A. place or receive calls to and from any calling station in the local calling area, as defined herein;
- B. access interLATA, intraLATA, interstate or international calling services provided by the Company;
- C. access (at no additional charge) the Company's operators for servicerelated assistance; access toll-free telecommunications services such as 800/888 NPA; and access 9-1-1 service for emergency calling;
- D. access directory assistance services for the local calling area; and
- E. access Telephone Relay Service;
- F. access to per-call blocking, by dialing *67 the user will prevent their name and number from being provided to the called party.

Local Exchange Services cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch.

Individual line residence and business service is comprised of exchange access lines defined as follows:

Exchange Access Line – The service central office line equipment and all the Company plan facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the cust me CEIVED

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- 3. Service Description, (Cont'd.)
- 3.1 Local Exchange Service, (Cont'd.)
- 3.1.2 Local Exchange Term Services

Local exchange term services provide a Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

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Service in SBC operating areas is available on a flat rate (Business and Residential) and message rate basis (Business only) and offered on a term commitment basis only. Business service is offered on a term commitment with a one-year minimum term commitment. Residential is offered with a term commitment of 30 days, or with an option term commitment.

(N)

Service in Verizon North operating areas is available on a flat rate to Business only. Business service is offered on a term commitment with a one-year minimum term commitment.

Recurring charges for are billed monthly in advance. Non-recurring charges for usage and installation or rearrangement of service, as applicable, are billed on the next month's bill.

A one-time set up fee per account may apply.

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INDIANA UTILITY REGULATORY COMMISSION TELECOMMUNICATIONS DIVISION

ISSUED: December 29, 2003

EFFECTIVE: January 2, 2004

3.2 Custom Features

Custom Features are furnished to enable the Customer to enhance his basic telephone service. The facilities and equipment for these services are in the central office and service is furnished subject to the availability of these facilities.

Selected features are available to all local exchange Customers on a per transaction basis. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed a per transaction charge each time the feature is used by the Customer. Customers choosing to subscribe to these features on a monthly basis obtain unlimited use of these features for a fixed monthly charge.

3-Way Calling

Allows Customer to talk with two people, at two different numbers, at the same time. Customers also may place one caller on hold while talking privately to someone else at another location, and then return to the original call.

Repeat Dialing

Allows a Customer, when encountering a busy signal, to dial an access code to activate an automatic retrial of the busy number until both lines are idle.

Call Forwarding

Calls may be forwarded from the user's number to another telephone number/location.

Call Forward No Answer

Automatically routes incoming calls to a predetermined telephone number when the called line does not answer within a pre-specified number of rings.

Call Forward Busy

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Automatically routes incoming calls to a predetermined telephrene the called line is busy.

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3.2 Custom Features

Caller Identification/(Caller ID) with Name

This feature provides for the display of an incoming telephone number on Caller ID Compatible Customer Premises Equipment. The Company will deliver all numbers, including telephone numbers associated with non-published and non-listed service. If the incoming call is from a caller served by PBX, multi-line hunt group, Centrex or Star Ring Service, the telephone number transmitted will be the main number.

Caller Originating Trace

Allows the customer to dial a Call Trace activation code to initiate trace of the last incoming call without obtaining prior legal authorization or assistance from the Company. The results of a completed trace will be recorded in the customer's serving Central Office and will be made available only to law enforcement agencies, as directed by the Customer. A trace is considered complete when the number of the calling party is successfully recorded by the Customer's serving Central Office. The Customer will hear a pre-recorded announcement reporting that the trace was successful. A trace may only be performed within an area capable of transmitting the calling number information to the Customer's serving Central Office.

Auto Call Back

This service enables users to automatically call back the last incoming call, whether it was answered or not. This service will verbally tell the number of the party who last called the Customer, and will give the user an opportunity to press "1" to call that number.

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3.2 Custom Features, (Cont'd.)

Call Waiting

Allows the user to answer a call while already on a call, helping the Customer to avoid missing important calls. Users may also choose to cancel call waiting to prevent interruptions during a call.

Call Screening

Helps users to avoid talking to certain people by allowing a maximum of 12 selected numbers to be automatically rejected. Incoming calls on the rejection list are routed to a polite announcement informing the caller that the user is not accepting calls at this time.

Speed Calling 8

Allows the Customer to dial an abbreviated code to originate a call to any of 8 programmed telephone numbers.

Speed Calling 30

Allows the Customer to dial an abbreviated code to originate a call to any of 30 programmed telephone numbers.

Easy Call

Automatic dialing of a dialable telephone number consisting of seven (7) or more digits in the event that the Customer's line is taken off-hook and dialing does not commence within a Company determined interval, usually seven (7) seconds.

Multi Ring Service

Provides the Customer with two (2) separate telephone numbers, each with a distinctive ring, associated with one line.

Multi Ring 2nd Number

Provides the Customer with three (3) separate telephon in the state of the distinctive ring, associated with one line.

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3.2 Custom Features, (Cont'd.)

Secretarial Answering Service - Verizon North Areas Only

Answering Lines are furnished to customers who contract with the secretarial service customer to answer calls on their telephone lines. An answering line connects the customer's telephone line with the secretarial switchboard or key telephone system. They are provided on individual line service and for incoming calls only and do not provide a means of communication between the customer and the secretarial service attendant.

Answering Line mileage is measured airline from the secretarial switchboard or key system to the central office serving the switchboard or key system.

Toll Restriction Service - Verizon North Areas Only

Toll Restriction Service is a central office service that restricts one plus (1+), International (011+) zero plus (0+) and/or zero minus (0-) calling. Restricted calls are directed to a central office announcement. Two Toll Restriction options are available:

- Option 1 Any direct dialed one plus (1+) or direct dialed International (001+) call. This includes directory assistance (411, 1+411, 1+555-1212, 1+ NPA+555-1212). Calls to 800 service will not be restricted (1+800+XXX-XXXX). This option includes Originating Line Screening which allows outgoing intraLATA toll calls to be charged to the called telephone, a third number or a credit card account.
- 2. Option 2 Restricts any direct dialed one plus (1+) or direct dialed International (011+) call. This includes directory assistance (411, 1+411, 1+555-1212, 1+NPA+555-1212). Option 2 also restricts any local or long distance zero plus (0+) or zero minus (0-) call. If 911 service is not available in an exchange, zero minus (0-) calls will be restricted to Local Assistance and 911 Emergency. Calls to 800 Service will not be restricted (1+800+XXX-XXXX). Minimum contract period is one month.

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3.2 Custom Features, (Cont'd.)

Billed Number Screening Service - Verizon North Areas Only

Billed Number Screening Service is available to subscribers of the Company's local exchange services. This service prevents the billing of collect and/or third number billed calls to a customer's telephone account.

Selective Class of Call Screening Service - Verizon North Areas Only

Selective Class of Call Screening is offered to provide a choice of originating screening options. Screening options included but are not limited to Sent Paid, Third Number, Time and Charges, Collect, etc.. Minimum contract period for this service is one month.

Vacation Service - Verizon North Areas Only

- 1. Vacation Service is provided where facilities are available to business oneparty customers.
- 2. No outward or inward service is provided during the period of Vacation Service.
- 3. Vacation Service will not be made available for periods of less than one month. Service is offered for a maximum period of nine (9) months. The customer's number must be working for at least 90 days in a calendar year.
- 4. During the period of Vacation Service, no installations, moves, changes or maintenance will be provided. Changes to billing address are allowed.
- 5. The customer may request a service restoral date in advance of the maximum allowable vacation period. If a restoration date is not requested by the customer, complete service and billing will be restored on the last day of the maximum allowable vacation period of 9 months.

Rates:

- 1. A subsequent service ordering charge applies for the establishment of Vacation Service.
- 2. A Line Connection Charge applies to restore service at the completion of the Vacation period.
- 3. During the period the customer is furnished Vacation Service, calling services or miscellaneous services associated with the line will not be charged. Directory Listings and Operator Services will continue to bill.

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3.2 Custom Features, (Cont'd.)

700 Blocking Service - Verizon North Areas Only

700 Blocking Service provides business customers the ability to block access from a particular network access line to all telephone numbers for which the 700 NPA must be dialed.

900 Blocking Service

900 Blocking Service provides business customers the ability to block access from a particular network access line to all telephone numbers for which the 900 NPA must be dialed.

Queuing - Verizon North Areas Only

This service provides business customers subscribing to PABX access lines used in conjunction with the Company's equipment, the capability to equip that group with a queuing feature. Calls made to a multiline hunt group equipped with queuing feature will complete immediately if there is an idle terminal in the group. However, if all terminals in the hunt group are busy, the call is placed on queue and waits its turn to be served.

User Transfer - Verizon North Areas Only

This service provides business customers subscribing to PABX access lines used in conjunction with the Company's equipment, the ability to temporarily hold an established call, originate another call to a third party, and then transfer the first call to the third party. When a call has been transferred, the original line/trunk is cleared to place or receive another call.

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3.2 Custom Features, (Cont'd.)

Call Forwarding Service-Busy/No Answer-Fixed/Message Waiting Indicator (MWI) – Verizon North Areas Only

This service, permanently activated, permits the customer to have incoming calls redirected to a preselected telephone number at another location on a different premises when such incoming calls encounter either a normal busy line condition or a no answer condition. Where a toll message charge is applicable to the call to be forwarded, such charges will be billed to the Call Forwarding Customer. The Message Waiting Indication service allows the customer's line to receive an alerting signal in the form of an audible stutter dial tone.

Customer Controllable Ringing - Verizon North Areas Only

This service provides customers the ability to adjust the ring cycles that should be used prior to forwarding a call in a "No Answer" situation. To select the number of rings desired (1-9), the client will dial a special access code and then input a digit that corresponds to the number of ring cycles desired before the forwarding takes place.

Message Waiting Indication - Audible Ring Burst - Verizon North Areas Only

In addition to the stutter dial tone that a client receives to let them know a message is waiting, the Company can provide ringing at a special cadence to signal the client that a message is waiting. The reminder will be repeated at a s specific interval programmed by the Company.

Enhanced Call Transfer - Verizon North Areas Only

Enhanced Call Transfer allows the user of a 2-way trunk with DID to transfer an incoming call to another line or trunk outside of the system and then to leave the connection without disconnecting the call. Available where facilities and conditions permit.

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ISSUED: December 29, 2003

EFFECTIVE: January 2, 2004

3. Service Description, (Cont'd.)

3.2 Custom Features, (Cont'd.)

Privacy Manager - SBC Areas Only

This feature is available to business customers and intercepts calls that are marked "private", "out of area", or "unavailable" on Caller ID units. When unidentified callers dial the subscriber's number, they will receive an announcement informing them that the party they are calling does not accept calls from unidentified callers. They will receive a prompt to state their name or the company they represent and the service will then attempt to connect the call. Only if the caller states their name will the call be connected.

The subscriber's Caller ID CPE will display the platform number and the name of the service. When the subscriber picks up the phone, they will receive a recording identifying the caller by name and will have three options: Press 1 to accept the call, Press 2 to deny the call or Press 3 to play the sales call refusal to the caller.

If the subscriber dials 2, the caller will continue to hear the recording as if the party they are calling were not at home. Forwarding on don't answer will not take place in this scenario as the call has been rejected. If the subscriber dials 3, the calling party will hear a recording stating that he called party does not accept phone solicitations and to please place this person's name and number on a "do not call" list.

If the subscriber has an answering machine which intercepts the call, the Privacy Manager feature will identify that the call has been answered and connect the caller to the answering system. The service will identify the call as being answered by an answering system and immediately connect the caller.

The subscriber can override the Privacy Manager platform through the use of a Personal Identification Number (PIN) which is changeable through a Voice Response Unit (VRU). The subscriber would establish this PIN in the event they receive frequent calls from friends and family that register as "unknown", "private" or "unavailable", i.e., cellular phones, payphones, and some long distance calls. The subscriber would then provide the PIN to those callers who would invoke the PIN upon being intercepted by platform which would enable the caller to bypass the Privacy Manager Platform and the call would be directly connected. The subscriber would hear a distinctive ring and upon answering the call would not hear any of the Privacy Manger messages or prompts.

ISSUED: March 23, 2005

RECVEMANUTE 2005

Issued by: James Smutniak Midwest Telecom of America, Inc. 1567 E. 93rd Ave. Merrillville, Indiana 46410

MAR 2 2 2005

3. Service Description, (Cont'd.)

3.2 Custom Features, (Cont'd.)

Privacy Manager - SBC Areas Only (Cont'd.)

This service will be available when facilities permit. Subscribers need to have Caller ID with Name as well as Touch – Tone service to subscribe to the Privacy Manager. This service will be provisioned on a line-by-line basis and customers with more than one line would need to have the service activated on each line if they want the ability to intercept unknown and blocked calls to each line.

<u>Call Identification Service – SBC Areas Only</u>

Call Identification Service will be provided only in Telephone Company central offices where facilities have been provided, and subject to the availability of those facilities.

Call Identification Service will enable a customer to have as many as three telephone numbers associated with a single line. Customers subscribing to this service will be able to receive calls dialed to two or three separate telephone numbers without having a second or third access line. A distinctive ringing pattern will be provided for each of the additional telephone numbers to facilitate identification of incoming calls. A distinctive Call Waiting tone for each additional telephone number will be provided, where facilities permit, to customers subscribing to Call Waiting Service.

Call Identification Service is available only to single line residence and single line business customers.

Call Identification Service may not be compatible with all types of customers provided telephone equipment.

Each customer will be entitled to one directory listing with each Call Identification number. Listings are subject to regulations specified for Directory Listings. Other Listings will also be provided under the terms and conditions for Directory Listings.

Call Identification lines must originate from the same central office switching machine.

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EFFECTIVE: March 25, 2005 MAR 2 2 2005

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- 3. Service Description, (Cont'd.)
- 3.2 Custom Features, (Cont'd.)

Call Identification Service - SBC Areas Only (Cont'd.)

Call Identification Service customers subscribing to the Custom Calling Feature – Call Forwarding must choose one of the following options. When Call Forwarding service is activated:

- 1. Calls to all telephone numbers associated with the line will be forwarded to a single number when Call Forwarding Service is activated.
- 2. Calls to the main telephone number only will be forwarded when Call Forwarding Service is activated. Calls to the additional Call Identification numbers will continue to ring and may be answered at the subscriber's premises.

Call Control - SBC Areas Only

Call Control is an optional service that provides a residence or business customer the capability to screen outgoing calls placed from their network access line, then block or allow calls initiated to dialed telephone numbers. Call Control allows the subscriber to activate or deactivate the feature. It also allows the subscriber to modify (control) the screening parameters through the use of a Touch-Tone telephone. In addition, Call Control allows the subscriber to dial a "personal identification number" during the interactive announcement to override any call restriction.

Screening of outgoing calls can be divided into two subsets:

- Dialed number to be allowed the "exception" list; and
- Dialed numbers to be restricted the "blocking' list.

In each of the subsets, the subscriber can change the numbers that are screened.

Upon the network's determination that a call is to be rejected, the calling party will receive an interactive announcement. The subscriber (or authorized user) can override this rejection through the use of a personal identification number which is customer changeable through a Touch-Tone telephone.

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EFFECTIVE: March 25, 2005 autniak MAR 2 2 2005

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Merrillville, Indiana 46410

- 3. Service Description, (Cont'd.)
- 3.2 Custom Features, (Cont'd

Call Control - SBC Areas Only (Cont'd.)

The screening list can be set up to restrict all outgoing calls except to certain specified numbers, area codes or local exchange prefixes, or it can be set up to allow all outgoing calls except to certain specified numbers, area codes or local exchange prefixes. Entries on the screening list can reflect any single number or combination of numbers representing long distance (including international) and local calls (single entries only, not ranges).

The standard menu blocking choices include:

- Block all long distance calls;
- Block all Operator Assisted calls;
- Block all specific telephone numbers, prefix and/or area code
 - Maximum of 10 individualized entries;
- Block all outgoing calls;

Allow the following exceptions to blocked calls

maximum of 10 individualized entries.

Calls to the Emergency Service code 9-1-1 will not be restricted.

The subscriber may access Call Control from the telephone line equipped with Call Control, or remotely, through the use of a Touch-Tone telephone.

Call Control may be provided subject to the availability of suitable central office facilities and capacity. Specifically, Call Control is offered only where the customer's location is served by a digital switch equipped with Advanced Intelligent Network (AIN) and Common Channel Signaling/Signaling System 7 (CSS/SS7) architecture and software.

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Issued by: James Smutniak Midwest Telecom of America, Inc. 1567 E. 93rd Ave. Merrillville, Indiana 46410

- 3. Service Description, (Cont'd.)
- 3.2 Custom Features, (Cont'd.)

Call Control - SBC Areas Only (cont.)

Call Control is available for use with Residence or Business Exchange Network Access lines, and when available, Residence or Business Exchange Network Access Lines equipped with Integrated Services Digital Network (ISDN).

Call Control does not relieve the customer of responsibility for calls charged to their telephone number (s).

Call Control will not be offered in areas where 9-1-1 is not available.

The Company shall not be liable to the customer or any other person or entity for damages of any nature or king arising out of, resulting from, or in connection with the provision of the service, including without limitation, the inability to access the operator or any non toll free number for any purpose.

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ISSUED: March 23, 2005

EFFECTIVE: March 25, 2005

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- 3. Service Description, (Cont'd.)
- 3.2 Custom Features, (Cont'd.)

Caller ID with Call Waiting

Allows the end user to see the number (and name, if applicable) of the waiting call.

3.3 Directory Assistance

3.3.1 General

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

3.3.2 Regulations

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

- A. Calls from coin telephones, including COCOTS.
- B. Requests for telephone numbers of non-published service.
- C. Requests in which the Directory Assistance operator provides an incorrect number.

The Customer must inform the Company of the error in order to receive credit.

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ISSUED: September 5, 2003

EFFECTIVE: September 9, 2003

3.4 IntraLATA Presubscription

3.4.1 <u>General</u>

IntraLATA presubscription is a procedure whereby a subscriber designates to the Company the carrier which the subscriber wishes to be the carrier of choice for intraLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier.

IntraLATA presubscription does not prevent a subscriber who has presubscribed to an intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative intraLATA toll carrier on a per-call basis.

3.4.2 Options

Option A: Subscriber may select the Company as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option B: Subscriber may select his/her interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option C: Subscriber may select a carrier other than the Company or the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription

Option D: Subscriber may select no presubscriped carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

3.4.3 Regulations

Subscribers of record on the effective date of this tariff will retain their current dialing arrangements until they request that their dialing arrangements be changed.

Subscribers of record or new subscribers may select with Options A, B, C or D for intraLATA presubscription.

Subscribers may change their selected option and/or their presubscribed intraLATA toll carrier at any time subject to charges as specified in section 4.10 following. RECEIVED

ISSUED: July 15, 2003

EFFECTIVE: 15/19/3, 2003

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3.4.4 Customer Notices

The Company will notify subscribers of the availability of intraLATA presubscription. The notice will contain a description of intraLATA toll presubscription, how to make an intraLATA toll presubscription carrier selection, and a description of when and what charges apply related to the selection of an intraLATA toll carrier.

3.5 IntraLATA Toll Services

3.5.1 Term Services

A. IntraLATA Switched Toll Services

IntraLATA Switched Toll Services allow Customers who presubscribe to any one of the Company's local exchange services to place outbound intraLATA calls. Service is offered on a term basis only.

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ISSUED: July 15, 2003

EFFECTIVE: July 17, 2003

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3.6 Exchange Areas

3.6.1 Exchanges (SBC Operating Areas)

EXCHANGE	CLASS	EXCHANGE	CLASS	
Acton	3	Dana	1	
Albany	1	Danville	3	
Alexandria	1	Darlington	1	
Amboy	2	Dugger	1	
Anderson	2	Dyer	L	
Andrews	1	East Chicago	L	
Attica	1	Eaton	1	
Auburn	1	Edinburg	1	
Bedford	1	Elizabethtown	1	
Bloomfield	1	Elwood	1	
Bloomington	1	Evansville	2	
Bluffton	1	Fairland	3	
Boonville	2	Fishers	3	
Boswell	1	Flat Rock	1	
Brownsburg	3	Fowler	1	
Bruceville	1	Frankfort	1	
Buck Creek	1	Galena	3	
Bunker Hill	1	Gary	L	
Burlington	1	Gaston	2	
Carmel	3	Greenfield	3	
Cayuga	1	Greentown	1	
Cedar Lake	L	Greenwood	3	
Chandler	2	Hammond	L	
Charestown	3	Hartford City	1	
Charlottesville	1	Heltonville	1	
Chesterfield	2	Highland	L	
Chrisney	1	Hope	1	
Clinton	1	Huntington	1	
Columbus	1	Indianapolis	3	
Converse	1	Jasonville	1	
Covington	1	Kendallville	1	RECEIVED
Crawfordsville	1	Kingman	1	
Crown Point	L	Kirklin	1	DEC 2 9 2003
Culver	1	Kokomo	1	
Cumberland	3	Ladoga 🦠	1	INDIANA UTILITY REGULATORY COMMISSION
Dale	1	-		TELECOMMUNICATIONS DIVISION

ISSUED: December 29, 2003

EFFECTIVE: January 2, 2004

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3.6 Exchange Areas (Cont'd)

3.6.1 Exchanges (SBC Operating Areas), (Cont'd.)

EXC	HANGE	CLASS	EXCHANGE	CLASS	
Loro	10	1	Oxford	1	
Larg	o e Village	1	Paragon	1	
	anon	1	Peru	1	
Linto		1	Plainfield	3	
Low		1	Rockport	1	
Man	=	և 1	Rockville	1	
Mari		1	Rosedale	1	
	shall	1	Russiaville	1	
	tinsville	1	St. John	, I	
	Cutchanville	2	St. Joseph	2	
	hanicsburg	1	St. Philip	2	
Mell		1	Sandridge	1	
	riliville	1	Sellersburg	3	
	nigan City	1	Shelbyville	1	
	nigantown	1	Sheridan	3	
	dletown	2	Solitude	1 .	
	itezuma	1	South Bend	2	
	tpelier	1	Spencer	1	
	resville	3	Spencerville	2	
	gantown	1	Stewart	1	
	OCCO	1	Summitville	1	
	Summit	1	Tell City	1	
	Vernon	2	Tennyson	<u> i</u>	
Mun		2	Upland	1	
	hville	1	Veedersburg	1	
	/ Albany	3	Vincennes	1	
	/ Castle	1	Washington	i 1	
	/ Harmony	2	Waveland	1	RECEIVED
	/ Market	1	Waynestown	1	
	/ Palestine	3	West Lebanon	1	
	/ Washington	1	West Newton	3	DEC 2 9 2003
	/burgh	2	Whiting	Ĺ	
	lesville	3	Yorktown	2	INDIANA UTILITY REGULATORY COMMISSION
	landon	3	Zionsville	3	TELECOMMUNICATIONS DIVISION
	eola	2		_	
	erbein	1			

ISSUED: December 29, 2003

EFFECTIVE: January 2, 2004

3.6.2 Exchanges (Verizon North Operating Areas – former GTE exchanges).

Exchange Service		Extended Area Service	Free Service
Exchange <u>Name</u>	Access Line Rate Group	Exchange <u>Name</u>	Exchange <u>Name</u>
Akron	1	Macy Mentone Silver Lake	
Albion	1	Kimmell	
Angola	2	Fremont Hamilton Orland Pleasant Lake Pokagon	
Arlington	1	Carthage Morristown Rushville	
Atwood	1	Bourbon Mentone Millwood	
Bippus	2	North Manchester Huntington	
Blountsville	4	Mooreland Muncie	
Bourbon	1	Atwood Millwood Tippecanoe	
Brazil	1	Center Point	RECEIVED
Bristol	4	Dunlap Elkhart Goshen Middlebury Osceola Wakarusa	DEC 2 9 2003 INDIANA UTILITY REGULATORY COMMISSION TELECOMMUNICATIONS DIVISION
Brookville	1	Laurel	

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EFFECTIVE: January 2, 2004

3.6.2 Exchanges (Verizon North Operating Areas – former GTE Exchanges).

Exchange Service		Extended Area Service	Free Service
Exchange <u>Name</u>	Access Line Rate Group	Exchange <u>Name</u>	Exchange <u>Name</u>
Burket	1	Claypool Mentone Silver Lake	
Butler	1	Auburn St. Joe	
Cambridge City	y 1		
Carthage	1	Arlington Knightstown Mays Rushville	
Center Point	1	Brazil	
Centerville	3	Greens Fork Richmond	
Chesterton	4	Michigan City Portage Valparaiso	
Churubusco	5	Arcola Fort Wayne Harlan Huntertown Leo Monroeville New Haven Ossian Poe-Hoagland	
		Roanoke Woodburn Zanesville	RECEIVED DEC 2 9 2003
Cicero	3	Atlanta Noblesville Tipton	INDIANA UTILITY REGULATORY COMMISSION Telecommunications division

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EFFECTIVE: January 2, 2004

3.6.2 Exchanges (Verizon North Operating Areas – former GTE Exchanges).

Exchange S	Service Ext	ended Area Service	Free Service
Exchange <u>Name</u>	Access Line Rate Group	Exchange <u>Name</u>	Exchange <u>Name</u>
Clay City	3	Cory Lewis Patricksburg	
Claypool	2	Burket Silver Lake Sidney Warsaw	
Connersville	2	Laurel	
Cory	4	Clay City Riley Terre Haute	
Dunkirk	4	Albany Eaton Muncie	
Dunlap	4	Bristol Elkhart Goshen Middlebury Osceola Wakarusa	
Elkhart	4	Bristol Dunlap Edwardsburg, MI Goshen Middlebury Osceola Union, MI Wakarusa Wyatt	RECEIVED DEC 2 9 2003
Farmland	4	M uncie	INDIANA UTILITY REGULATORY COMMISSION TELECOMMUNICATIONS DIVISION

ISSUED: December 29, 2003

EFFECTIVE: January 2, 2004

3.6.2 Exchanges (Verizon North Operating Areas – former GTE Exchanges).

Exchange Name Access Line Rate Group Exchange Name Exchange Name Fort Wayne 4 Arcola Churubusco Harlan Huntertown Leo Monroeville New Haven Ossian Poe-Hoagland Roanoke Spencerville St. Joe Woodburn Zanesville Fountain City 3 Greens Fork Richmond Frankton 4 Alexandria Anderson Elwood Perkinsville Fremont 2 Angola Hamilton Orland	Exchange Service		Extended Area Service	Free Service
Churubusco Harlan Huntertown Leo Monroeville New Haven Ossian Poe-Hoagland Roanoke Spencerville St. Joe Woodburn Zanesville Fountain City 3 Greens Fork Richmond Frankton 4 Alexandria Anderson Elwood Perkinsville Fremont 2 Angola Hamilton Orland			•	-
Frankton 4 Alexandria Anderson Elwood Perkinsville Fremont 2 Angola Hamilton Orland	Fort Wayne	4	Churubusco Harlan Huntertown Leo Monroeville New Haven Ossian Poe-Hoagland Roanoke Spencerville St. Joe Woodburn	
Anderson Elwood Perkinsville Fremont 2 Angola Hamilton Orland	Fountain Cit	y 3		
Hamilton Orland	Frankton	4	Anderson Elwood	
Pokagon	Fremont	2	Hamilton Orland Pleasant Lake	RECEIVED
Fulton 1 Macy DEC 2 9 2003	Fulton	1	Macy	DEC 2 9 2003
Galveston 3 Kokomo TELECOMMUNICATIONS DIVISION Logansport				
Garrett 1 ISSUED: December 20, 2003 EFFECTIVE: January 2, 2004				

ISSUED: December 29, 2003

EFFECTIVE: January 2, 2004

3.6.2 Exchanges (Verizon North Operating Areas – former GTE Exchanges).

Exchange Service		xtended Area Service	Free Service
Exchange <u>Name</u>	Access Line Rate Group	Exchange <u>Name</u>	Exchange <u>Name</u>
Glenwood	1	Mays Milroy Rushville	
Goshen	4	Bristol Dunlap Elkhart Middlebury Millersburg New Paris Osceola Wakarusa	
Graysville	1	Sullivan	
Greencastle	2	Fillmore Morton Roachdale	
Greens Fork	1	Centerville Fountain City Hagerstown Modoc	
Hamilton	2	Angola Fremont Orland Pleasant Lake Pokagon	
Hanna	3	LaPorte Rolling Prairie Union Mills Westville	RECEIVED DEC 2 9 2003 INDIANA UTILITY REGULATORY COMMISSION THE GROMMUNICATIONS DIVISION

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EFFECTIVE: January 2, 2004

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3.6.2 Exchanges (Verizon North Operating Areas – former GTE Exchanges).

Exchange Service		Extended Area Service	Free Service
Exchange <u>Name</u>	Access Line Rate Group		Exchange <u>Name</u>
Harlan	5	Arcola Churubusco Fort Wayne Huntertown Leo Monroeville New Haven Ossian Poe-Hoagland Roanoke Woodburn Zanesville	
Hobart	4	Gary Lake Station Merrillville Portage Wheeler	
Huntertown	5	Arcola Churubusco Fort Wayne Harlan Leo Monroeville New Haven Ossian Poe-Hoagland Roanoke Woodburn Zanesville	RECEIVED
Kimmel	1	Albion	DEC 2 9 2003
Kouts	3	LaCrosse Valparaiso Wanatah	INDIANA UTILITY REGULATORY COMMISSION TELECOMMUNICATIONS DIVISION

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EFFECTIVE: January 2, 2004

3.6.2 Exchanges (Verizon North Operating Areas – former GTE Exchanges).

Exchange Service		Extended Area Service	Free Service
Exchange <u>Name</u>	Access Line Rate Group	Exchange <u>Name</u>	Exchange <u>Name</u>
LaCrosse	3	Kouts Valparaiso Wanatah	
Lafayette	4	Battle Ground Brookston Buckcreek Clarks Hill Mulberry Otterbein Romney West Point	
Lake Station	4	Gary Hobart Merrillville Portage Wheeler	
LaPorte	3	Hanna Rolling Prairie Union Mills Westville	
Laurel	2	Brookville Connersville	
Leo	5	Arcola Churubusco Fort Wayne Harlan Huntertown Monroeville New Haven Ossian Poe-Hoagland Roanoke Woodburn Zanesville	RECEIVED DEC 2 9 2003 INDIANA UTILITY REGULATORY COMMISSION TELECOMMUNICATIONS DIVISION

ISSUED: December 29, 2003

EFFECTIVE: January 2, 2004

3.6.2 Exchanges (Verizon North Operating Areas – former GTE Exchanges).

Exchange Service		ended Area Service	Free Service
Exchange <u>Name</u>	Access Line Rate Group	Exchange <u>Name</u>	Exchange <u>Name</u>
Lewis	4	Clay City Farmersburg Riley Terre Haute	
Liberty	1 ,	West College Corner	
Logansport	2	Galveston Royal Center Lucerne Walton Twelve Mile	
Lucerne	2	Logansport	
Lynn	1		
Масу	1	Akron Fulton	
Mays	2	Carthage Glenwood Knightstown Rushville Spiceland	
Mechanicsburg	3	Anderson Markelville Middleton	
Mentone	1	Akron Atwood Burket Tippecanoe	RECEIVED DEC 2 9 2003 INDIANA UTILITY REGULATORY COMMISSION

ISSUED: December 29, 2003

EFFECTIVE: January 2, 2004

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3.6.2 Exchanges (Verizon North Operating Areas – former GTE Exchanges).

Exchange Service		ktended Area Service	Free Service
Exchange <u>Name</u>	Access Line Rate Group	Exchange <u>Name</u>	Exchange <u>Name</u>
Middlebury	4	Bristol Dunlap Elkhart Goshen Millersburg Osceola Wakarusa	
Millwood	1	Atwood Bourbon Nappanee	
Milroy	1	Glenwood Rushville	
Modoc	. 1	Greens Fork Hagerstown	
Monroeville	5	Arcola Churubusco Fort Wayne Harlan Huntertown Leo New Haven Ossian Poe-Hoagland Roanoke Woodburn Zanesville	
Mooreland	2	Blountsville Mount Summit New Castle New Lisbon	RECEIVED DEC 2 9 2003 INDIANA UTILITY REGULATORY COMMISSION TELECOMMUNICATIONS DIVISION

ISSUED: December 29, 2003

3.6.2 Exchanges (Verizon North Operating Areas – former GTE Exchanges).

Exchange Service		Extended Area Service	Free Service
Exchange <u>Name</u>	Access Line Rate Group	Exchange <u>Name</u>	Exchange <u>Name</u>
Morristown	3	Arlington Greensfield Manilla New Palestine Shelbyville	
Morton	1	Greencastle	
New Haven	5	Arcola Churubusco Fort Wayne Harlan Huntertown Leo Monroeville Ossian Poe-Hoagland Roanoke Woodburn Zanesville	
North Manche	ster 1	Bippus Sidney Silver Lake	RECEIVED DEC 2 9 7003
Orland	2	Angola Fremont Hamilton Pleasant Lake Pokagon	INDIANA UTILITY REGULATORY COMMISSION TELECOMMUNICATIONS DIVISION
Perkinsville	3	Anderson	Elwood
		Frankton	Lapel
Pleasant Lake	2	Angola Fremont Orland Pokagon	

ISSUED: December 29, 2003

3.6.2 Exchanges (Verizon North Operating Areas – former GTE Exchanges).

Exchange S	<u>Service</u>	Extended Area Service	Free Service
Exchange <u>Name</u>	Access Line Rate Group	Exchange <u>Name</u>	Exchange <u>Name</u>
Poe-Hoagland	5	Arcola Churubusco Fort Wayne Harlan Huntertown Leo Monroeville New Haven Ossian Preble Roanoke Tocsin Woodburn Zanesville	
Pokagon	2	Angola Fremont Hamilton Orland Pleasant Lake	
Portage	5	Chesterton Gary Hobart Lake Station Valparaiso Wheeler	
Prairie Creek	4	Fairbanks Farmersburg Riley Terre Haute	RECEIVED
Redkey	1		DEC 2 9 2003
Richmond	3	Centerville Fountain City	INDIANA UTILITY REGULATORY COMMISSION TELECOMMUNICATIONS DIVISION
Ridgeville	1		

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EFFECTIVE: January 2, 2004

3.6.2 Exchanges (Verizon North Operating Areas - former GTE Exchanges).

Exchange Service		Extended Area Service	Free Service
Exchange <u>Name</u>	Access Line Rate Group	Exchange <u>Name</u>	Exchange <u>Name</u>
Riley	4	Cory Lewis Prairie Creek Terre Haute	
Roanoke	5	Arcola Churubusco Fort Wayne Harlan Huntertown	t and
		Leo Monroeville New Haven Ossian Poe-Hoagland Woodburn Zanesville	Laud
Rolling Prairie	3	Hanna LaPorte Union Mills Westville	
Royal Center	2	Logansport	
Rushville		Arlington Carthage Glenwood Mays Milroy	RECEIVED
St. Joe	4	Auburn Butler	DEC 2 9 2003
		Ft. Wayne Spencerville	INDIANA UTILITY REGULATORY COMMISSION TELECOMMUNICATIONS DIVISION

ISSUED: December 29, 2003

3.6.2 Exchanges (Verizon North Operating Areas - former GTE Exchanges).

Exchange Service		Extended Area Service	Free Service
Exchange <u>Name</u>	Access Line Rate Group	Exchange <u>Name</u>	Exchange <u>Name</u>
Shirley	1		Wilkinson
Sidney	1	Claypool North Manchester	
Silver Lake	1	Akron Burket Claypool North Manchester	
Spiceland	2	Knightstown Mays New Castle New Lisbon	
Springport	4	Mount Summit Muncie New Castle New Lisbon	
Sullivan	1	Graysville	
Terre Haute	4	Clinton Cory Lewis Prairie Creek Riley Rosedale	
Tippecanoe	1	Argos Bourbon Mentone	
Union Mills	3	Hanna LaPorte Rolling Prairie Westville	DEC 2 9 2003 INDIANA UTILITY REGULATORY COMMISSION

ISSUED: December 29, 2003

EFFECTIVE: January 2, 2004

TELECOMMUNICATIONS DIVISION

3.6.2 Exchanges (Verizon North Operating Areas - former GTE Exchanges).

Exchange Service Ex		Extended Area Service	Free Service
Exchange <u>Name</u>	Access Line Rate Group	Exchange <u>Name</u>	Exchange <u>Name</u>
Valparaiso		Chesterton LaCrosse Kouts Portage Wanatah Wheeler	
Wabash	2	Lafontaine Lagro Roann	
Wakarusa	4	Bristol Duniap Elkhart Goshen Middlebury Nappanee New Paris Osceola Wyatt	
Walton	2	Logansport	
Wanatah	3	Kouts LaCrosse Valparaiso	
Waterloo	1	Auburn	
Wawaka	1		Topeka
West College C	orner 2	Morning Sun, OH Oxford, OH Liberty	RECEIVED
Westfield	5	Carmel Fishers Indianapolis Noblesville Oaklandon Sheridan Zionsville	DEC 2 9 2003 INDIANA UTILITY REGULATORY COMMISSION TELECOMMUNICATIONS DIVISION

ISSUED: December 29, 2003

EFFECTIVE: January 2, 2004

3.6.2 Exchanges (Verizon North Operating Areas – former GTE Exchanges).

Exchange Service		Extended Area Service	Free Service
Exchange <u>Name</u>	Access Line Rate Group	Exchange <u>Name</u>	Exchange <u>Name</u>
Westville	3	Hanna LaPorte Rolling Prairie Union Mills	
Wheeler	4	Gary Hobart Lake Station Portage Valparaiso	
Winchester	1		
Windfall	4	Elwood Greentown Kokomo Sharpsville Tipton	
Woodburn	5	Churubusco Fort Wayne Harlan Huntertown Leo Monroeville New Haven Poe-Hoagland Roanoke	
Wyatt	5	Elkhart Mishawaka Osceola South Bend Wakarusa	RECEIVED

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INDIANA UTILITY REGULATORY COMMISSION TELECOMMUNICATIONS DIVISION

ISSUED: December 29, 2003

3.6.2 Exchanges (Verizon North Operating Areas – former Contel Exchanges).

Exchange Service		Extended Area Service	Free Service
Exchange <u>Name</u>	Access Line Rate Group	Exchange <u>Name</u>	Exchange <u>Name</u>
Austin	2	Lexington Scottsburg	
Batesville	4		
Bicknell (Includes Edwa	1 ardsport) (1)	Freelandville	
Birdseye (Shnellville)	2	Dubois Ferdinand Haysville Huntingburg Jasper St. Anthony	
Brownstown (Vallonia)	3	Clearspring Medora Seymour Freetown Reddington Crothersville	
Butlerville	1	North Vernon Scipio San Jacinto	
Campbelsburg (Livonia)	1	Fredericksburg Salem Pekin Corydon	

(1) Edwardsport also has extended Area Service to the Sandborn exchange

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INDIANA UTILITY REGULATORY COMMISSION TELECOMMUNICATIONS DIVISION

ISSUED: December 29, 2003

3.6.2 Exchanges (Verizon North Operating Areas – former Contel Exchanges).

Exchange S	Service	Extended Area Service	Free Service
Exchange <u>Name</u>	Access Line Rate Group	Exchange <u>Name</u>	Exchange <u>Name</u>
Central	5	Crandall Elizabeth Georgetown Laconia Lanesville Leavenworth Marengo Milltown New Middleton Palmyra Ramsey	
Clearspring	3	Brownstown Medora Seymour Freetown Reddington Crothersville	
Corydon	5	Central Crandall Elizabeth Georgetown Laconia Lanesville Leavenworth Marengo Milltown New Middleton Palmyra Ramsey	REC

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ISSUED: December 29, 2003

3.6.2 Exchanges (Verizon North Operating Areas – former Contel Exchanges).

Exchange Service		tended Area Service	Free Service
Exchange <u>Name</u>	Access Line Rate Group	Exchange <u>Name</u>	Exchange <u>Name</u>
Crandali	5	Central Elizabeth Georgetown Laconia Lanesville Leavenworth Marengo Milltown New Middleton Palmyra Ramsey	
Crane	1	Loogootee Shoals Odon	
Crothersville	3	Brownstown Medora Seymour Freetown Reddington Seymour	
Cynthiana	2	Fort Branch (Haubstadt) (1) Owensville Poseyville Wadesville	
Decker	5	Hazleton Monroe City Vincennes	RECEIVED

(1) Cynthiana has Extended Area Service to Haubstadt exchange only.

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ISSUED: December 29, 2003

3.6.2 Exchanges (Verizon North Operating Areas - former Contel Exchanges).

Exchange Service		Extended Area Service	Free Service
Exchange <u>Name</u>	Access Line Rate Group	Exchange <u>Name</u>	Exchange <u>Name</u>
Dubois	3	Birdseye Ferdinand Haysville Huntingburg Jasper St. Anthony	
Elberfeld	4	Booneville Chandler Evansville McCutchanville Lynnville	
Elizabeth		Central Corydon Crandall Georgetown Laconia Lanesville Leavenworth Marengo Milltown New Middleton Palmyra Ramsey	
English	1		
Fairbanks	5	Farmersburg Shelburn Prairie Creek	RECEIVED
Farmersburg	5	Fairbanks Shelburn Lewis Prairie Creek	DEC 2 9 2003 INDIANA UTILITY REGULATORY COMMISSION TELECOMMUNICATIONS DIVISION

ISSUED: December 29, 2003

3.6.2 Exchanges (Verizon North Operating Areas – former Contel Exchanges).

Exchange Service		Extended Area Service	Free Service
Exchange <u>Name</u>	Access Line Rate Group	Exchange <u>Name</u>	Exchange <u>Name</u>
Ferdinand	5	Birdseye Dubois Haysville Huntingburg Jasper St. Anthony St. Meinrad	
Ft. Branch (Haubstadt) (1)	2	Francisco Mackey Oakland City Owensville Patoka Princeton	
Francisco (Haubstadt) (1)	1	Fort Branch (Haubstadt) Mackey Oakland City Owensville Patoka Princeton	
Fredericksburg	1	Campbellsburg Salem	
Freelandville	4	Bicknell Oakton (Carlisle) Sandborn	
Freetown (Acme/Surprise	3	Brownstown Clearspring Crothersville Medora Reddington Seymour	RECEIVED DEC 2 9 2003

INDIANA UTILITY REGULATORY COMMISSION TELECOMMUNICATIONS DIVISION

ISSUED: December 29, 2003

EFFECTIVE: January 2, 2004

3.6.2 Exchanges (Verizon North Operating Areas - former Contel Exchanges).

Exchange Service		Extended Area Service	Free Service
Exchange <u>Name</u>	Access Line Rate Group	Exchange <u>Name</u>	Exchange <u>Name</u>
Frichton	5	Monroe City VincennesI Wheatland	
Georgetown	5	Central Corydon Crandall Elizabeth Laconia Lanesville Leavenworth Marengo Milltown New Middleton Palmyra Ramsey Galena	
Greensburg (Clarks (New P		Westport	
Hanover	2	Madison	
Haysville	3	Birdseye Dubois Ferdinand Huntingburg Jasper St. Anthony	
Hazleton	5	Decker Patoka Princeton	RECEIVED
Henryville	3	New Albany Sellersburg Charleston	DEC 2 9 2003 INDIANA UTILITY REGULATORY COMMISSION TELECOMMUNICATIONS DIVISION

ISSUED: December 29, 2003

3.6.2 Exchanges (Verizon North Operating Areas - former Contel Exchanges).

Exchange Service		Extended Area Service	Free Service
Exchange <u>Name</u>	Access Line Rate Group	Exchange <u>Name</u>	Exchange <u>Name</u>
Huntingburg	3	Birdseye Dubois Ferdinand HaysvilleContel of Ind., Inc. Jasper St. Anthony Holland	
Jasper (Ireland) 3	Birdseye Dubois Ferdinand Haysville Huntingburg St. Anthony	·
Lanconia	5	Central Cordon Crandall Elizabeth Georgetown Lanesville Leavenworth Marengo Milltown New Middleton Palmyra Ramsey Galena Jeffersonville New Albany	

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ISSUED: December 29, 2003

3.6.2 Exchanges (Verizon North Operating Areas – former Contel Exchanges).

Exchange Service		Extended Area Service	Free Service
Exchange <u>Name</u>	Access Line Rate Group	Exchange <u>Name</u>	Exchange <u>Name</u>
Leavenworth	5	Central Corydon Crandall Elizabeth Georgetown Laconia Lanesville Marengo Milltown New Middleton Palmyra Ramsey	
Lexington	1	Austin Scottsburg	
Loogootee	1	Crane Shoals Montgomery	
Lynnville	1	Booneville Elberfeld	
Mackey	1	Ft. Branch/Haubstadt Francisco Oakland City Ownesville Patoka Princeton	
Madison North Madison	2	. Canaan Hanover San Jacinto	RECEIVED DEC 2 9 7003
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TELECOMMUNICATIONS DIVISION

ISSUED: December 29, 2003

3.6.2 Exchanges (Verizon North Operating Areas – former Contel Exchanges).

Exchange Service		Extended Area Service	Free Service
Exchange <u>Name</u>	Access Line Rate Group	Exchange <u>Name</u>	Exchange <u>Name</u>
Marengo	5	Central Corydon Crandall Elizabeth Georgetown Laconia Lanesville Leavenworth Milltown New Middleton Palmyra Ramsey	
Medora	3	Brownstown Clearspring Crothersville Freetown Reddington Seymour	
Merom	5		
Milan	5	Versailles Moores Hill	
Milltown	5	Central Corydon Crandall Elizabeth Georgetown Laconia Lanesville Leavenworth Marengo New Middleton Palmyra Ramsey	RECEIVED DEC 2 9 7003 - INDIANA UTILITY REGULATORY COMMISSION TELECOMMUNICATIONS DIVISION
Mitchell	3	Orleans Bedford	

ISSUED: December 29, 2003

EFFECTIVE: January 2, 2004

3.6.2 Exchanges (Verizon North Operating Areas – former Contel Exchanges).

Exchange Service		Extended Area Service	Free Service
Exchange <u>Name</u>	Access Line Rate Group	Exchange <u>Name</u>	Exchange <u>Name</u>
Monroe City	5	Decker Fritchton Vincennes Wheatland	
New Middleton	5	Central Corydon Crandall Elizabeth Georgetown Laconia Lanesville Leavenworth Marengo Milltown Palmyra Ramsey	
North Vernon	2	Butlerville Scipio San Jacinto	
Oakland City	1	Fort Branch (Haubstadt) Francisco Mackey Owensville Patoka Princeton	
Oakton (Carlisle)	4	Freelandville	RECEIVED
Orleans	3	Paoli Mitchell Bedford	DEC 2 9 2003 INDIANA UTILITY REGULATORY COMMISSION TELECOMMUNICATIONS DIVISION

ISSUED: December 29, 2003

3.6.2 Exchanges (Verizon North Operating Areas – former Contel Exchanges).

Exchange Service	Exten	ided Area Service	Free Service
	ss Line Group	Exchange <u>Name</u>	Exchange <u>Name</u>
Owensville	1	Cynthiana Fort Branch (Haubstadt) Francisco Mackey Owensville Patoka Princeton	
Palmyra	5	Central Corydon Crandall Elizabeth Georgetown Laconia Lanesville Leavenworth Marengo New Middletown Milltown Palmyra Ramsey	
Paoli	.1	Orleans	
Patoka	1 .	Ft. Branch (Haubstadt) Francisco Hazleton Mackey Oakland City Owensville Princeton	
Petersburg (Otwell/Union/Winslow)	5	Spurgeon	RECEIVED
			DEC 2 9 2003

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ISSUED: December 29, 2003

3.6.2 Exchanges (Verizon North Operating Areas – former Contel Exchanges).

Exchange Service		tended Area Service	Free Service
Exchange <u>Name</u>	Access Line Rate Group	Exchange <u>Name</u>	Exchange <u>Name</u>
Princeton	2	Ft. Branch (Haubstadt) Francisco Hazleton Mackey Oakland City Owensville Patoka	
Ramsey	5	Central Corydon Crandall Elizabeth Georgetown Laconia Lanesville Leavenworth Marengo New Middletown Milltown Palmyra	
Reddington	3	Brownstown Clearspring Crothersville Freetown Medora Seymour	
Salem	2	Campbellsburg Fredericksburg Pekin	RECEIVED
Scipio	2	Butlerville North Vernon San Jacinto	DEC 2 9 2003
Scottsburg	2	Austin Lexington	INDIANA UTILITY REGULATORY COMMISSION TELECOMMUNICATIONS DIVISION

ISSUED: December 29, 2003

EFFECTIVE: January 2, 2004

3.6.2 Exchanges (Verizon North Operating Areas – former Contel Exchanges).

Exchange Service		xtended Area Service	Free Service
Exchange <u>Name</u>	Access Line Rate Group	Exchange <u>Name</u>	Exchange <u>Name</u>
Seymour (Cortland)	3	Brownstown Clearspring Crothersville Freetown Medora Reddington	
Shelburn	5	Fairbanks Farmersburg	
Shoals	1	Loogootee Crane Trinity/Williams	
Spurgeon	5	Petersburg	
St. Anthony	3	Birdseye Dubois Ferdinand Haysville Huntingburg Jasper	
Versailles (Holton, Osgood	5 d)	Milan Moores Hill Napoleon	
Westport (Millhousen)	5	Greensburg	
Wheatland	5	Fritchton Monroe City	RECEIVED
Worthington	2	Linton Bloomfield	DEC 2 9 2003
		Diodifficia	INDIANA UTILITY REGULATORY COMMISSION TELECOMMUNICATIONS DIVISION

ISSUED: December 29, 2003

3.6.2 Exchanges (Verizon North Operating Areas – former Contel Exchanges).

Exchange Service		Extended Area Service	Free Service
Exchange <u>Name</u>	Access Line Rate Group	Exchange <u>Name</u>	Exchange <u>Name</u>
Cutler	1	Burlington Delphi Geetingsville Rossvill	
Delphi	2	Battleground Brookston Buck Creek Burrows Camden Cutler Deer Creek Idaville Yeoman	
Idaville	1	Buffalo Camden Delphi Yeoman	
Markle	2	Bluffton Huntington Reservoir Uniondale Zanesville	
Ossian	5	Churubusco Craigville Fort Wayne Harlan Huntertown Leo-Grabill Monroeville New Haven Poe-Hoagland Roanoke Tocsin Uniondale Zanesville	RECEIVED DEC 2 9 2003 INDIANA UTILITY REGULATORY COMMISSION TELECOMMUNICATIONS DIVISION

ISSUED: December 29, 2003

EFFECTIVE: January 2, 2004

3.6.2 Exchanges (Verizon North Operating Areas - former Contel Exchanges).

Exchange Service		tended Area Service	Free Service
Exchange <u>Name</u>	Access Line Rate Group	Exchange <u>Name</u>	Exchange <u>Name</u>
Reservoir	2	Andrews Huntington Markle Warren	
Zanesville	5	Churubusco Fort Wayne Harlan Huntertown Leo-Grabill Markle Monroeville New Haven Poe-Hoagland Roanoke Uniondale	

RECEIVED

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3.6 Exchange Areas (Cont'd)

(RESERVED FOR FUTURE USE)

RECEIVED

DEC 2 9 2003

(RESERVED FOR FUTURE USE)

RECEIVED

DEC 2 9 2003

3.6 Exchange Areas (Cont'd)

(RESERVED FOR FUTURE USE)

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ISSUED: December 29, 2003

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3.6 Exchange Areas (Cont'd)

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(RESERVED FOR FUTURE USE)

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INDIANA UTILITY REGULATORY COMMISSION TELECOMMUNICATIONS DIVISION

ISSUED: December 29, 2003

3.6 Exchange Areas (Cont'd)
(RESERVED FOR FUTURE USE)

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INDIANA UTILITY REGULATORY COMMISSION TELECOMMUNICATIONS DIVISION

ISSUED: December 29, 2003

(RESERVED FOR FUTURE USE)

RECEIVED

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INDIANA UTILITY REGULATORY COMMISSION TELECOMMUNICATIONS DIVISION

ISSUED: December 29, 2003

3.6 Exchange Areas (Cont'd)

(RESERVED FOR FUTURE USE)

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INDIANA UTILITY REGULATORY COMMISSION TELECOMMUNICATIONS DIVISION

ISSUED: December 29, 2003

4. Rates and Charges

4.1 Application of Business and Residence Rates

- 4.1.1 The determination as to whether telephone service should be classified as Business or Residence is based on the character of the use to be made of the service. Service is classified as business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, service is classified as residence service if installed in a residence.
- 4.1.2 Business rates apply at the following locations, among others:
 - a. In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals and other business establishments.
 - b. In residence locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes; and in residence locations where an extension is located at a place where business rates would apply.
 - c. In the residence of a practicing physician, dentist, veterinary, surgeon or other medical practitioner who has no service at business rates at another location.
 - d. In any residence location where there is substantial business use of the service and the customer has no service elsewhere at business rates.
- 4.1.3 Residence rates apply at the following locations, among others:
 - a. In private residences; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the service is confined to the domestic use of the customer and listings of a business character are not furnished
 - b. In the residence of a practicing physician, dentist, veterinarian, surgeon or other medical practitioner provided that such residence is not part of an office building and provided the customer has service charges for at business rates at another location.

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EFFECTIVE: July 1702003

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INDIANA UTILITY REGULATORY COMMISSION TELECOMMUNICATIONS DIVISION

- 4. Rates and Charges, (Cont'd.)
- 4.2 Local Exchange Service Business
 - A. <u>Service Options</u>
 - .1 <u>Unlimited Flat Rate Local Calling Plan</u>
 - a. Application of Rates

Flat Rate Unlimited Plan consists of the following components:

Network Access Line - The Network Access Line provides Customers with access to the telephone network.

Local Usage – Customers are provided with unlimited number of outgoing local calls within the local calling area.

A monthly recurring charge will apply to this service. Touch-tone calling is included in the monthly fee. The following are not included in the monthly recurring charge but may apply: non-recurring charges, operator assistance, directory assistance, directory listing options, Federal Access Charge, data surcharge, blocking options, State and Federal sales tax, surcharges, per use charges, E-911, Telecommunication Relay Service and custom calling features.

Customers, in SBC serving areas and at the discretion of the Company, may receive the following features, where facilities are available: Caller ID, Call ID w/name, Caller ID w/Call Waiting, Call Forward, Call Forward – No Answer, Call Forward - Busy, Call Waiting, Speed Calling 8, 3-Way Calling, Message Waiting Indicator.

Customer, in SBC serving areas and at the discretion of the Company, may receive the following features but must pay the per use fee when the feature is activated by the Customer. These fees are indicated in section 4.4.2 of this tariff: Auto Call Back and Repeat Dialing.

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ISSUED: December 29, 2003

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4. Rates and Charges, (Cont'd.)

(I)

- 4.2 Local Exchange Service Business, (Cont'd.)
 - A. <u>Service Options</u>, (Cont'd.)
 - .1 <u>Unlimited Flat Rate Local Calling Plan</u>, (Cont'd.)
 - b. Rates In AT&T Serving Areas
 - (1) Network Access Line Charge, per month, per line

<u>Term</u>

Rate Class	1 Year	2 Year	3 Year
1	\$38.63	\$38.63	\$38.63
2	\$41.50	\$41.50	\$41.50
L	\$41.50	\$41.50	\$41.50
3	\$41.50	\$41.50	\$41.50

(2) <u>Local Usage</u>

Unlimited local calling within the local calling area included with Network Access Line Charge.

(3) Account Installation Migration

A one-time set up fee, per Account.

Term

NRC, per account \$50.00* \$0.00

* waived at Company's sole discretion

YED: January 30, 2008

RECEIVE February 5, 2008

Issued by: James Smutniak
Midwest Telecom of America, Inc.

1567 E 93rd Avenue

Merrillville, Indiana 46410

FEB 1 4 2008

- 4. Rates and Charges, (Cont'd.)
- 4.2 Local Exchange Service Business, (Cont'd.)
 - A. <u>Service Options</u>, (Cont'd.)
 - .1 <u>Unlimited Flat Rate Local Calling Plan</u>, (Cont'd.)
 - c. Rates In Verizon Serving Areas 1 Party Access Line
 - (1) Network Access Line Charge, per month, per line

	<u>Ter</u>	<u>m</u>		
Rate Class	1 Year	2 Year	3 Year	(1)
1	\$34.99	\$34.99	\$34.99	(1)
2	\$34.99	\$34.99	\$34.99	(1)
3	\$34.99	\$34.99	\$34.99	(l)
4	\$34.99	\$34.99	\$34.99	(Ĭ)
5	\$34.99	\$34.99	\$34.99	(Ĭ)

(2) Local Usage

Unlimited local calling with in the local calling area included with Network Access Line Charge.

(3) Account Installation Migration

A one-time set up fee, per Account.

	<u>Terr</u>	<u>n</u>
	<u>1 year</u>	<u>2 year</u>
NRC, per account	\$50.00*	\$0.00

* waived at Company's sole discretion

ISSUED: February 29, 2008

Issued by: James Smutn RECEIVE: March 5, 2008

Midwest Telecom of America, Inc.

1567 E 93rd Avenue Merrillville, Indiana 46410 MAR 0 3 2008

- 4. Rates and Charges, (Cont'd.)
- 4.2 Local Exchange Service Business, (Cont'd.)
 - A. <u>Service Options</u>, (Cont'd.)
 - .1 <u>Unlimited Flat Rate Local Calling Plan</u>, (Cont'd.)
 - d. Rates In Verizon Serving Areas Trunk Access Line
 - (1) Network Access Line Charge, per month, per line

	<u>Ter</u>	<u>m</u>		
Rate Class	1 Year	2 Year	3 Year	
1	\$49.99	\$49.99	\$49.99	(1)
2	\$49.99	\$49.99	\$49.99	(Ĭ)
3	\$49.99	\$49.99	\$49.99	(Ĭ)
4	\$49.99	\$49.99	\$49.99	(Ĭ)
5	\$49.99	\$49.99	\$49.99	ά

(2) <u>Local Usage</u>

Unlimited local calling with in the local calling area included with Network Access Line Charge.

(3) <u>Account Installation Migration</u>

A one-time set up fee, per Account.

<u>Term</u>

<u>1 year</u> <u>2 year</u> \$50.00*

NRC, per account \$50.00*

* waived at Company's sole discretion

ISSUED: February 29, 2008

RECEPTED: March 5, 2008

Issued by: James Smutniak Midwest Telecom of America, Inc.

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INDIANA UTILITY REGULATORY COMMISSION

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- 4. Rates and Charges, (Cont'd.)
- 4.2 Local Exchange Service Business, (Cont'd.)

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INDIANA UTILITY REGULATORY COMMISSION TELECOMMUNICATIONS DIVISION

ISSUED: December 29, 2003

EFFECTIVE: January 2, 2004

- 4. Rates and Charges, (Cont'd.)
- 4.2 Local Exchange Service Business, (Cont'd.)
 - A. <u>Service Options</u>, (Cont'd.)

(T)

- .2 Message Rate Local Calling Plan
 - a. <u>Application of Rates SBC Operating Areas Only</u>

Message Rate Local Calling Plan consists of two components:

- (1) <u>Network Access Line Charge</u> The Network Access Line provides Customers with access to the telephone network.
- (2) Local Usage Local service is charged for on the basis of the number of local messages originated with a minimum charge. When more than one message rate network access line is associated with a service and a local message allowance is provided, the local message allowance will be the sum of the allowances for those lines. The additional local messages in such cases will be the sum of the local messages in excess of that allowance.

A monthly recurring charge will apply to this service. Touch-tone calling is included in the monthly fee. The Local Usage allowance per line is 60 local messages per line and is included in the monthly recurring fee. The following are not included in the monthly recurring charge but may apply: non-recurring charges, operator assistance, directory assistance, directory listing options, Federal Access Charge, data surcharge, blocking options, State and Federal sales tax, surcharges, per use charges, E-911, Telecommunication Relay Service, local messages in excess of the total allowance and custom calling features.

Customers may, at the discretion of the Company, receive the following features, where facilities are available: Caller ID, Call ID w/name, Caller ID w/Call Waiting, Call Forward, Call Forward – No Answer, Call Forward – Busy, Call Waiting, Speed Calling 8, 3-Way Calling, Message Waiting Indicator.

Customer may also receive the following features but must pay the per use fee when the feature is activated by the Customer. These fees are indicated in section 4.4.2 of this tariff: Auto Call Back and Repeat Dialing.

ISSUED: December 29, 2003

Issued by: James Smutniak Midwest Telecom of America, Inc. 8929 Broadway Merrillville, Indiana 46410

RECLIVE: January 2, 2004

DEC 2 9 2003

- 4. Rates and Charges, (Cont'd.)
- 4.2 Local Exchange Service Business, (Cont'd.)

(T)

- A. <u>Service Options</u>, (Cont'd.)
 - .2 Message Rate Local Calling Plan, (Cont'd.)
 - b. Rates
 - (1) Network Access Line Charge, per month, per line

ISSU	JED PURSUANT TO PRDER NUMBER
	42357
DATE_	OCT 2 8 2003
INDIANA	UTILITY REGULATORY COMMISSION

<u>Term</u>				
1 Year	2 Year			
\$20.17	\$20.17			
\$20.17	\$20.17			
\$20.17	\$20.17			
\$26.06	\$26.06			
	<u>1 Year</u> \$20.17 \$20.17			

Torm

(2) Local Usage

	<u>rem</u>	
	1 Year	2 Year
Initial 60 messages	\$0.00	\$0.00
In excess of 60 Messages, each	\$0.16	\$0.16

(3) Account Installation Migration

A one-time set up fee, per Account.

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<u>Term</u>

OCT 2 7 7003

INDIANA UTILITY REGULATORY COMMISSION Telecommunications division NRC, per account \$50.00* \$0.00

* waived at Company's sole discretion

ISSUED: October 27, 2003

EFFECTIVE: October 29, 2003

- 4. Rates and Charges, (Cont'd.)
- 4.2 Local Exchange Service Business, (Cont'd.)

(C)

- A. <u>Service Options</u> (Cont'd.)
 - .3 Unlimited Local and Domestic Long Distance Calling Plan

<u>Application of Rates – SBC and Verizon North Operating</u>
<u>Areas Only</u>

Unlimited Local and Domestic Long Distance Calling Plan consists of the following components:

Network Access Line - The Network Access Line provides Customers with access to the telephone network.

Local Usage – Customers are provided with unlimited number of outgoing local calls within the local calling area.

Unlimited Domestic Long Distance Usage

A monthly recurring charge will apply to this service. Touch-tone calling is included in the monthly fee. The following are not included in the monthly recurring charge but may apply: non-recurring charges, operator assistance, directory assistance, directory listing options, Federal Access Charge, data surcharge, blocking options, State and Federal sales tax, surcharges, per use charges, E-911, Telecommunication Relay Service and custom calling features.

(C)

Customers, at the discretion of the Company, may receive three (3) features at no charge in SBC operating areas and two (2) features at no charge in Verizon North operating areas. If customer chooses more than the allotted amount of free features, then the allotted number of least costly features will be provided at no charge, where facilities are available. Customer is responsible for any per use fees when the feature is activated by the Customer. These fees are indicated in section 4.5 of this tariff.

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ISSUED: March 15, 2004

Issued by: James Smutniak Midwest Telecom of America, Inc. 8929 Broadway Merrillville, Indiana 46410 EFFECTIVE: March 17, 2004

INDIANA UTILITY REGULATORY COMMISSION TELECOMMUNICATIONS DIVISION

(N)

- 4. Rates and Charges, (Cont'd.)
- 4.2 Local Exchange Service Business, (Cont'd.)
 - A. <u>Service Options</u> (Cont'd.)

Customers using this unlimited local and long distance calling plan understand that any calls placed outside of their normal local calling area (long distance calls) for data applications or dial-up Internet access will not be counted as part of the unlimited local and long distance calling plan monthly fee.

Customers understand that they will be billed at a rate of 4.5 cents/minute for these types of data application/ Dial-up Internet Access long distance calls.

Call centers and telemarketing organizations are not eligible for this plan. If MTA, in its sole discretion, determines that any customer is running a telemarketing or call center organization, then MTA reserves the right to discontinue the unlimited local and long distance calling plan being used by said customer (telemarketing or call center organization) and retroactively from date of service establishment bill the customer at a rate of 4.5 cents/minute for all calls that terminated outside of their normal local calling area (long distance calls).

Facsimile and modem lines are not eligible for the MTA Unlimited Local and Long Distance Service Packages

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ISSUED: March 15, 2004

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- B. <u>Service Options</u>, (Cont'd.)
 - .1 <u>Unlimited Local and Domestic Long Distance Calling Plan</u> (Cont'd.)
 - b. Rates

(1) Network Access Line Charge, per month, per line

ISSUED PURSUANT TO ORDER NUMBER
42357 OCT 282003
INDIANA UTILITY REGULATORY COMMISSION

	<u>Te</u>	<u>rm</u>
Rate Class	1 Year	2 Year
1	\$49.95	\$44.95
2	\$49.95	\$44.95
L	\$49.95	\$44.95
3	\$49.95	\$44.95

(2) Local Usage

Unlimited local calling with in the local calling area included with Network Access Line Charge.

(3) Account Installation Migration

A one-time set up fee, per Account.

NRC, per account \$50.00* \$0.00

* waived at Company's sole discretion

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ISSUED: October 27, 2003

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- 4. Rates and Charges, (Cont'd.)
- 4.2 Local Exchange Service - Business, (Cont'd.)
 - C. Service Options, (Cont'd.)
 - .1 <u>Unlimited Local and Domestic Long Distance Calling Plan</u> (Cont'd.)
 - C. Rates - Verizon North Operating Areas Only
 - (1) Network Access Line Charge, per month, per line

Term Rate Class 2 Year 1 Year ΑII \$64.95 \$59.95

(2) Local Usage

> Unlimited local calling with in the local calling area included with Network Access Line Charge.

(3) Account Installation Migration

A one-time set up fee, per Account.

Term

1 year

2 year

NRC, per account \$50.00*

* waived at Company's sole discretion

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4. Rates and Charges, (Cont'd.)

(T)

4.3 Local Exchange Service – Residential – SBC Operating Areas Only

Residential service provided by MTA will be on a bundled basis only. Customers who subscribe to this voice service must select and designate Midwest Telecom of America, Inc as its Local Exchange Carrier (LEC) and Midwest Telecom of America as both its Interexchange Carrier (IXC) for interstate and intrastate calling and its intraLATA and interLATA toll calling.

Customer agrees to route and deliver exclusively to Midwest Telecom of America, Inc. all local and long distance traffic generated from customer's telephone facilities for an initial term of one year, commencing on the date of acceptance of agreement by Midwest Telecom of America, Inc. The initial term shall renew automatically for successive renewal term(s) of one year each. If customer cancels the local and or long distance service which results in a breach of their agreement with MTA, the Company, at its own discretion and with proper notice to the Customer, may terminate remaining services and may hold Customer liable for a \$200.00 cancellation penalty.

A monthly recurring charge will apply to this service. Touch-tone calling is included in the monthly fee. The following are not included in the monthly recurring charge but may apply: non-recurring charges, operator assistance, directory assistance, directory listing options, Federal Access Charge, data surcharge, blocking options, State and Federal sales tax, surcharges, per use charges, E-911, Telecommunication Relay Service and custom calling features.

Customers will receive unlimited local usage. Customers may also receive the following features, where facilities are available: Caller ID, Call ID w/name, Caller ID w/Call Waiting, Call Forward, Call Forward – No Answer, Call Forward – Busy, Call Waiting, Speed Calling 8, 3-Way Calling and Message Waiting Indicator.

Customer will also receive the following features but must pay the per use fee when the feature is activated by the Customer. These fees are indicated in section 4.4.2 of this tariff: Auto Call Back and Repeat Dialing.

This service is for use by residential customers. The Company reserves the right to adjust a customer's service upon appropriate customer notification. If it is determined that usage is not consistent with residential voice applications, customers service may be assessed a \$50.00 monthly recurring data usage charge of disconnected.

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INDIANA UTILITY REGULATORY COMMISSION

TELECOMMUNICATIONS DIVISION

EFFECTIVE: January 2, 2004

ISSUED: December 29, 2003

- 4. Rates and Charges, (Cont'd.)
- 4.3 Local Exchange Service Residential (Cont'd.)

Monthly Recurring Charge, per line:

(C)

Option 250: \$29.95 – includes Network Access Line charge, unlimited local calling, touch-tone, features, 250 minutes of 1+ domestic long distance usage. For usage over 250 minutes, the cost per minute is \$0.045. Calls are billed in six (6) second increments after an initial period for billing purposes of thirty (30) seconds.

Option 500: \$39.95 - includes Network Access Line charge, unlimited local calling, touch-tone, features, 500 minutes of 1+ domestic long distance usage. For usage over 500 minutes, the cost per minute is \$0.045. Calls are billed in six (6) second increments after an initial period for billing purposes of thirty (30) seconds.

Unlimited Option:

\$44.95 - includes Network Access Line charge, unlimited local calling, touch-tone, unlimited features, and unlimited domestic long distance usage.

Customer may switch between options without penalty as long as they maintain terms and conditions of original agreement. A one-time charge of \$5.00 to switch options will apply. Customer must be current on their balance with MTA before switching options.

All residential service(s) will be invoiced via credit card only. If initial service is set up and credit card is invalid, MTA will provide customer with seven-day disconnection notification. Customer may submit another credit card within the seven-day notification period. If customer cannot establish and maintain invoicing via credit card, MTA will disconnect service and issue a \$200.00 cancellation penalty.

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- 4. Rates and Charges, (Cont'd.)
- 4.3 Local Exchange Service Residential (Cont'd.)

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ISSUED: July 15, 2003

EFFECTIVE: July 17, 2003

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4. Rates and Charges, (Cont'd.)

4.4 Directory Assistance Rates

SBC Areas Only:

Each call to Directory Assistance will be charged as follows:

	Per Call
Local and Local Toll	\$1.99
Local Call Completion	\$1.40
InterLATA/Interstate	\$1.99

The Customer may request a maximum of two telephone numbers per call.

- 4.4.1 A credit will be given for calls to Directory Assistance when:
- 4.4.2 The Customer experiences poor transmission or is cut-off during the call; or
- 4.4.3 The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify his or her Company Account Manager.

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ISSUED: March 23, 2005

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4.	Rates and Charges, (Cont'd.)
4.4	Directory Assistance Rates (Cont'd.) ISSUED PURSUANT TO ORDER NUMBER
	Local Operator Services Rates – Verizon North Areas Only 2 3 5 7
	Former GTE and Contel Exchanges: DATE JAN 0 2 2000 INDIANA, UTILITY REGULATORY COMMISSION
	For each call to Local Directory Assistance Service Number \$.40
	For each call to Local Directory Assistance Service placed through the "0" Operator, provided the "0" Operator is not the only route for Local Directory Assistance Service.
	Former Alltel Exchanges:
	For each call to Local Directory Assistance Service Number \$.40
	For each call to Local Directory Assistance Service placed through the "0" Operator, provided the "0" Operator is not the only route for Local Directory Assistance Service.
	Directory Connect Plus Service - Verizon North Areas Only
	Directory Connect Plus Service provides a mechanized announcement offering call completion to a directory assistance customer requesting an IntraLATA number.
	The following rate is in addition to the rates and charges for other tariff services including any applicable toll charges.
	DIRECTORY CONNECT PLUS SERVICE per completed call
	National Directory Assistance — Verizon North Areas Only TELECOMMUNICATIONS DIVISION
	For each call to the National Directory Assistance Service \$.95

ISSUED: December 29, 2003

EFFECTIVE: January 2, 2004

4. Rates and Charges, (Cont'd.)

4.5 Custom Feature Rates

AT&T Operating Areas Only

4.5.1 Business

	<u>Feature</u>	<u>Activation</u>	Monthly Pe	er Transaction	
(1)	Call Screening	\$0.00	\$5.50	N/A	
(1)	3-Way Calling	\$0.00	\$5.50	\$1.49	
(1)	Repeat Dialing	\$0.00	\$5.50	\$ 0.75	
(l)	Auto Call Back	\$0.00	\$5.00	\$1.49	
(I)	Call Originating Trace	\$0.00	N/A	\$5.00	
(1)	Caller ID	\$0.00	\$9.14	<u>N/A</u>	
(D)	Caller ID w/Name	\$0.00	\$2.60	<u>N/A</u>	
(l)	Call Forwarding	\$0.00	\$6.25	<u>N/A</u>	
	Call Forward No Answer	\$0.00	\$0.75	<u>N/A</u>	
	Call Forward Busy	\$0.00	\$0.75	<u>N/A</u>	
<u>(I)</u>	Call Waiting (incl.cancel				
(- 3	call waiting)	\$0.00	\$6.75	<u>N/A</u>	
6,2	Speed Calling 8	\$0.00	\$5.50	<u>N/A</u>	
(1)	Speed Calling 30	\$0.00	\$6.00	<u>N/A</u>	
	Easy Call	\$0.00	\$1.50	<u>N/A</u>	
	Message Waiting				
	Indicator	\$0.00	\$0.25	N/A	
	Multi Ring Service	\$0.00	\$5.00	<u>N/A</u>	
	Multi Ring 2nd Number	\$0.00	\$4.00	N/A	
	Remote Call Forwarding	\$0.00	\$19.20 per line	usage charges	(if applicable)
	Direct Connect	\$0.00	\$3.80 per line	usage charges	(if applicable)
(N)	Privacy Manager	\$0.00	\$6.00	<u>N/A</u>	
(N)	Call Identification #1	\$0.00	\$5.50	N/A	
(N)	Call Identification #2	\$0.00	\$5.00	N/A	
(N)	Call Control	\$0.00	\$10.00	<u>N/A</u>	

Rates and Charges, (Cont'd.)

Custom Feature Rates

Verizon Operating Areas Only

4.5.1 Business

Feature	Activation	<u>Monthly</u>	Per Transaction	<u>Note</u>
Call Forwarding	\$0.00	\$3.75	\$0.00	(1)
Call Waiting/Cancel	\$0.00	\$5.00	<u>\$0.00</u>	
Call Waiting w/Call Forwarding	\$0.00	\$5.00	\$0.00	(L)
Call Forwarding Busy Line/				
Don't Answer - Fixed	\$0.00	\$1.50	<u>\$0.00</u>	
Camp On/Busy Number Redial	\$0.00	\$4.50	<u>\$0.00</u>	(L)
Last Number/Save Number Redial	\$0.00	\$3.95	<u>\$0.00</u>	(L)
Distinctive Ring	\$0.00	\$6.00	<u>\$0.00</u>	
Speed Dialing – 8	\$0.00	\$3.75	<u>\$0.00</u>	(1)
Speed Dialing-30	\$0.00	\$5.25	<u>\$0.00</u>	(1)
Three-Way Calling	\$0.00	\$4.75	<u>\$0.75</u>	(1)**
Call Forwarding Busy Line/				
Don't Answer-Variable	\$0.00	\$3.00	<u>\$0.00</u>	
Call Forwarding Busy-Fixed	\$0.00	\$1.00	<u>\$0.00</u>	
Call Forwarding No Answer-Fixed	\$0.00	\$1.00	<u>\$0.00</u>	
n an existing fixed Call Forwarding				
ப் stination number is changed,				
each line or trunk so rearranged \$4.00	per line (charg	<u>e applies in li</u>	eu of connection charge)	
Busy Redial, per line	\$0.00	\$6.00	<u>\$0.75</u>	**
*69, per line	\$0.00	\$6.00	<u>\$0.75</u>	**
Priority Call, per line	\$0.00	\$4.00	<u>\$0.00</u>	
Call Block, per line	\$0.00	\$4.00	<u>\$0.00</u>	
Select Call Forwarding, per line	\$0.00	\$6.00	<u>\$0.00</u>	
Special Call Waiting, per line	\$0.00	\$6.00	<u>\$0.00</u>	(L)
Caller ID (Name Adder) #, per line	\$0.00	\$1.50	<u>\$0.00</u>	
Anonymous Call Block, per line	\$0.00	\$1.00	<u>\$0.00</u>	
Remote Call Forwarding	\$0.00	\$22.30	<u>\$0.00</u>	
NOTES				

(L) - Limited to existing customers at existing locations

ISSUED: February 29, 2008

RECEIVED EFFECTIVE: March 5, 2008

Issued by: James Smutniak Midwest Telecom of America, Inc. MAR 0 3 2008

1567 E 93rd Avenue

Merrillville, Indiana 46410 ANDIANA UTILITY RESULATORY COMMISSION TELECOMMUNICATIONS DIVISION

^{**} The maximum charge is \$7.50 per month per line

4. Rates and Charges, (Cont'd.)

4.5 Custom Feature Rates

Verizon North Operating Areas Only

4.5.1 Business (cont.)

ISSUED PURSUANT TO ORDER NUMBER

42357

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DATE_____INDIANA UTILITY REGULATORY COMMISSION

			INDIANA OTT	THE REGULATION COMMISSION
<u>Feature</u>	Activation	Monthly	Per Transac	tion Note
Queuing	\$0.00	\$1.50	\$0.00	
User Transfer, Per Line or Trunk	\$0.00	\$1.50	\$0.00	
Call Forwarding Busy/No Answer				
Fixed/MWI, Per line	\$0.00	\$1.75	\$0.00	
Customer Controllable Ringing	\$0.00	\$1.00	\$0.00	
Message Waiting Indication				
 Audible Ring Burst. Per Line 	\$0.00	\$1.50	\$0.00	
Feature Package:				
Call Forwarding Busy/No Answer				
Fixed/MWI, Customer Controllable				
Ringing, Message Waiting Indication-				
Audible Ring Burst, Per Line	\$0.00	\$2.75	\$0.00	
Enhanced Call Transfer, Per Trunk	\$25.00	\$19.00	\$0.00	
900 Blocking, per line	\$5.00	\$0.00	\$0.00	Only charge after first
			 	Request discontinued
700 Blocking, per line	\$5.00			Only charge after first
				Request discontinued
Vacation Service, per line	SRV Order	50% of curre	ent line rate	Line connection
				charge to restore srv.
Selective Call Screening, per line			···	charge to restore siv.
- 1 – Party	\$12.00	\$5.00	\$0.00	
- Trunk	\$12.00	\$10.00	\$0.00	
Billed Number Screening Service				
Option 1 Collect & 3 rd Number Billing				
- Per line Screened	\$0.00	\$2.00	\$0.00	
- over 49 lines, per line	\$0.00	\$1.00	\$0.00	
		*	Ψ0.00	
Option 2 Third Number Billing				
- Per line Screened	\$0.00	\$2.00	\$0.00	
- over 49 lines, per line	\$0.00	\$1.00	\$0.00	
		*	40.00	
Option 3 – Collect Billing				
- Per line Screened	\$0.00	\$2.00	\$0.00	CEIVED
- over 49 lines, per line	\$0.00	\$1.00	\$0.00	
Toll Restriction, per line	\$0.00	\$6.00	\$0.00	
Secretarial Answering Lines, each	\$0.00	\$1.75	\$0.00	DEC 2 9 2003
Secretarial Line Mileage, each 1/10 mile	e	T	- 40.00	A O (UU)
or fraction thereof	\$0.00	\$0.77	SO OO INDIANA	UTILITY REGULATORY COMMISSION
			Trii	COMMISSION COMMISSION
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ISSUED: December 29, 2003

EFFECTIVE: January 2, 2004

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CANCELS FIRST REVISED PAGE NO. 68

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4.5.2 Residential

(C)

SBC Operating Areas Only

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<u>Feature</u>	<u>Activation</u>	<u>Monthly</u>	Per Transaction
Call Screening	\$0.00	\$0.00	N/A
3-Way Calling	\$0.00	\$0.00	\$0.85
Repeat Dialing	\$0.00	\$0.00	\$0.75
Auto Call Back	\$0.00	\$0.00	\$0.95
Call Originating Trace	\$0.00	N/A	\$5.00
Caller ID	\$0.00	\$0.00	N/A
Caller ID w/Name	\$0.00	\$0.00	N/A
Call Forwarding	\$0.00	\$0.00	N/A
Call Forward No Answer	\$0.00	\$0.00	N/A
Call Forward Busy	\$0.00	\$0.00	N/A
Call Waiting (incl.cancel			1777
call waiting)	\$0.00	\$0.00	N/A
Speed Calling 8	\$0.00	\$0.00	N/A
Speed Calling 30	\$0.00	\$4.00	N/A
Easy Call	\$0.00	\$1.50	N/A
Message Waiting			1377
Indicator	\$0.00	\$0.00	N/A
Multi Ring Service	\$0.00	\$5.00	N/A
Multi Ring 2nd Number	\$0.00	\$4.00	N/A
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- 4. Rates and Charges, (Cont'd.)
- 4.6 Service Charges

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ISSUED: December 4, 2003

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4. Rates and Charges, (Cont'd.)

4.6 Service Charges

General

Service Charges are Non-Recurring charges applicable for the following:

- <u>Service Connections</u> Establishment of telephone service for a customer or subsequent additions to that service. No distinction is made between a "New Installation" and an "Outside Move"
- Inside Moves Transfer of existing service or equipment from one location to another on the same premises and in the same building.
- <u>Equipment and Wiring Changes</u> Substitutions of a different style or type of equipment, or a rearrangement of equipment or wiring, which does not involve a change in location of equipment.
- Records Work Only Customer requested changes or additions affecting records only.

Service Charges are in addition to all other rates and charges for service and equipment. They apply to and not in lieu of any applicable Initial, Non-recurring, Installation and Other Charges specified by this tariff or Construction Charges made because of unusual cost or conditions in establishing, moving, or changing service.

Service Charges apply for the following operations required to establish, add to, move or change telephone equipment and service:

- Service Request Charges Receiving, recording and processing of a customer's request.
- Central Office Line Connection Charges Performing the work operations associated with the line extending from the serving central office to the customer's premises including, but not limited to, central office connections, cable cross connections, and connecting the drop wire and protector.

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ISSUED: December 4, 2003

- 4. Rates and Charges, (Cont'd.)
- 4.6 Service Charges (Cont'd.)

General (Cont'd.)

Service Charges also include <u>Records Work Only Charges</u> – the receiving, recording, processing, and taking action in connection with customer requested changes or additions to records only including, but not limited to, directory listings and Joint User Service.

Service Charges will not apply to the following:

In the case of damage to or destruction of the customer's premise due to fire, flood, or other catastrophe, the same service will be reestablished without charge, either at the same or a different location. However, Service Charges will apply to any temporary service installed pending reestablishment of the customer's regular service.

Moves or changes required for the proper maintenance of the equipment or service or made at the initiative of MTA for service reasons.

To the restoral of service which has been on Temporary Suspension of Service.

For Company-sponsored promotional offerings or at the discretion of the Company.

To initially request blocking of calls to 900 and or 976 Information Services numbers.

To change 900 and/or 976 blocking if initiated within 90 days of when 976 service is available in the customer's area.

Subsequent additions or changes if initiated within two weeks of a residence Initial Service Connection.

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ISSUED: December 4, 2003

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FIRST REVISED PAGE NO. 69.3

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4. Rates and Charges, (Cont'	'd.)	'd.)
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ISSUED PURSUANT TO ORDER NUMBER

4.6 Service Charges (Cont'd.)

42357

(T) General (Cont'd.)

DATE JAN U Z ZUUS INDIANA UTILITY REGULATORY COMMISSION

		AND REAL PROPERTY AND REAL PRO
Charges- SBC Serving Areas Only	Residence	<u>Business</u>
Service Request Charge, per request a. Initial Service Connection b. Subsequent Inside Moves,	\$27.00	\$39.00
Changes, or Additions	\$14.00	\$26.00
Line Connection Charge, per access line*	\$20.00	\$20.00
Records Work Only Charge, per request	\$9.00	\$17.00

* The following Central Office Line Connection Charges will apply when one-party residence service is reestablished for ten or more lines, for the same customer, at the same time and the same location, through instrumentalities already in place:

First ten lines, each	\$22.00
Next ten lines, each	10.00
Over twenty lines, each	4.00

(N)

Charges –Verizon North Serving Area Only	Business
Service Ordering a. Initial Order, each b. Subsequent Order, each	\$43.95 \$19.50
Line Connection, each	\$21.55
Record Order, each RECEIVED	\$6.65
Reconnection DEC 2 9 2003	\$12.00°
manual attait, presented to authorities	\$14.10
Wiring Charge, each location	\$16.85

ISSUED: December 29, 2003

EFFECTIVE: January 2, 2004

- 4. Rates and Charges, (Cont'd.)
- 4.6 Service Charges (Cont'd.)

Application of Service Charges

Either one or a combination of the Service Charges will apply depending on the operations involved to meet the customer's request.

Except where specific charges are quoted in this Tariff, all other equipment facilities, and wiring will be installed, moved, and or changed at cost.

Service Request Charges

Service Request Charges are divided into two categories:

- Initial Service Connection for connecting new or additional central office lines.
- Subsequent for moving or changing existing service and equipment or adding additional service and equipment and services <u>other</u> than central office lines.

One Service Request Charge (either Initial or Subsequent) applies for each request made for telephone equipment and services to be completed for the same account, at the same premises, at the same time.

Unless otherwise specified, a Service Request Charge – Subsequent applies in addition to any other Non-Recurring charges which may be applicable for telephone equipment or service furnished following the initial service connection.

A Service Request Charge – Initial is applicable when a telephone number change is made at the customer's request and is not required for the proper operation of the service. This charge is not applicable when telephone number changes are initiated by MTA.

A Service Request Charge – Initial is applicable when a change in class or grade of service is made at the customer's request and is not required for the proper operation of the service. This charge is not applicable when changes in grade of service are initiated by MTA.

ISSUED: December 4, 2003

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Issued by: James Smutniak Midwest Telecom of America, Inc. 8929 Broadway Merrillville, Indiana 46410

DEC 0 3 2003

INDIANA UTILITY REGULATORY COMMISSION TELECOMMUNICATIONS DIVISION

- 4. Rates and Charges, (Cont'd.)
- 4.6 Service Charges (Cont'd.)

Application of Service Charges (Cont'd.)

A Service Request Charge – Subsequent is applicable for a change in name and responsibility except if there is no interruption in the residential service and the service is transferred to a subscriber who resides in the same household at the time of the transfer or to a subscriber who will reside with the original customer in which case a Records Work Only Charge applies.

A Service Request Charge – Initial is applicable for changing lines from or to Rotary Hunting Service.

A Service Request Charge – Subsequent is applicable to subsequent requests for blocking of calls to 900 and 976 Information Services numbers.

Central Office Line Connection Charge

A Central Office Line Connection Charge is applicable for connecting an access line from each serving central office; it does not apply to the transfer of an existing central office line serving a reseller's end user when there is no interruption of service.

Records Work Only Charge

The Records Work Only Charge is applicable for customer initiated requests for changes and/or additions to records only. The charge is waived if any other Service Charge is applicable to the customer's request.

A Records Work Only Charge is applicable for customer requested changes in their listed name or address, or changes in method of billing for services.

A Records Work Only Charge is not applicable to establish or change the customer's billing name and/or address, change in responsibility without a change in the listed name, or requests for MTA's Travel Card Service.

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ISSUED: December 4, 2003

EFFECTIVE: December 8, 2003

- 4. Rates and Charges, (Cont'd.)
- 4.6 Service Charges (Cont'd.)

Restoral of Service Charge

Where the service of the customer has been suspended due to violation of MTA's rules and regulations, but the service has not been terminated or the order to remove the service has not been completed, such service will be restored upon the payment of an amount equal to the appropriate Service Request Charge for Initial Service Connection as shown in this Section.

In case service has been suspended for non-payment of charges due, in addition to the restoration of service charge, the customer will be required to make satisfactory arrangements as to the payment of outstanding charges, and may also be required, if considered necessary by MTA, to ,make a cash deposit to provide satisfactory security in the future.

Subsequent to the completion of an order to discontinue service, the service will be reestablished only upon the basis of a new service application, subject to the provisions contained in Part 2 "Regulations" of this tariff, and subject to the usual Service Charges to connect service.

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ISSUED: December 4, 2003

EFFECTIVE: December 8, 2003

4. Rates and Charges, (Cont'd.)

4.6 Service Charges (Cont'd.)

Maintenance of Service Charge

ISSUED PURSUANT TO ORDER NUMBER

42357

DATE JAN 0 2 2009

A Non-Recurring Charge applies to each repair visit to a custome in the difficulty was due to a connection with a service difficulty when it is determined that the difficulty was due to a condition in a customer-provided terminal equipment, communications systems or accessory associated with the service. Repair visits due to trouble in customer premises inside wire are also subject to this charge,

For purposes of applying maintenance of Service Charges, Single-Line and Multi-Line Business are defined as follows:

Single-Line Business- one or more lines terminated in individual line- (non-key) terminating equipment (i.e., telephone sets, recording devices, etc.).

Multi-Line Business – one or more lines terminated in, but not limited to, key telephone systems, PBX switches, multi-function systems, and Data arrangements.

Charges-SBC Serving Area Only

Non-Recurring Charge

Maintenance of Service Charge, per visit

Residence and Single-Line Business

\$51.00

Multi-Line Business

\$115.00

(N)

Charges-Verizon North Serving Area Only

Maintenance of Service Charge, per visit

1st Qtr. Hr.

\$30.00

each additional Qtr. Hr.

\$7.35

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ISSUED: December 29, 2003

EFFECTIVE: January 2, 2004

4. Rates and Charges, (Cont'd.)

(N)

Non-Recurring Charges

Part #	Item Description	Customer Cost
FP2	2 Port Face Place 4 Port Face Plate	\$1.32 \$1.32
FP4 FP6	6 Port Face Plate	\$1.32 \$1.32
FPBL	Blank Insert	\$0.72
RJ45SJ	RJ-45 Snap-in Jack	\$5.37
RJ11SJ	RJ-11 Snap-in Jack	\$5.37
RJ45BJ	1 Port RJ-45 Box Jack	\$1.17
RJ11BJ	1 Port RJ-11 Box Jack	\$1.05
RJ45P	RJ-45 Plug	\$0.36
RJ11P	RJ-11 Plug	\$0.30
SBX-7	7U Wall Mount Lockable Box	\$410.00
10	10U Wall Mount Lockable Box	\$580.00
RJ45IC	Standard RJ-45 Indoor Cable	\$0.27
RJ45UVSHC	UV Protective RJ-45 Indoor/Outdoor Shielded Cable	\$0.78
RJ45UVC	UV Protective RJ-45 Indoor/Outdoor Non-Shielded Cable	\$0.48
FSExpedite	Field Service Expedite Charge – New Install/Move	\$250.00
HrRate	Technical Hourly Rate (Bill in .5 increments for On-Net Serv	rice \$110.00
	Records Order Change	\$26.40

VED: September 19, 2007

EFIRCE (E. September 21, 2007

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1567 E 93rd Avenue

Merrillville, Indiana 46410

SEP 2 7 2007

Rates and Charges, (Cont'd.)

(N)

Non Recurring Service Charges

	On Net	Off – Net <u>Verizon operating area</u>	Off - Net <u>AT&T Operating Area</u>
Service Request Initial	\$40.00	\$43.95	\$39.00
Service Request Subsequent	\$30.00	\$19.50	\$26.00
Line Connection Charge, per line	\$20.00	\$21.55	\$20.00
Record Order	\$0.00	\$6.65	\$17.00

Service Charges are non-recurring charges applicable to any of the following:

- 1. Establishment of telephone service for a Customer of subsequent additions or changes to that service.
- 2. Transfer of existing service or equipment from one location to another on the same premises.
- 3. Service request charges for receiving, recording, and processing of a Customer's request for changes in service.
- 4. When the service of a Customer is suspended due to violation of terms of the agreement Between the Company and the Customer, or for delinquency in payments due the Company, the initial service order charge will be applicable for the restoration of service.

Line Connection Charges are per line charges applicable for connecting an access line from each serving central office. Such charges are in addition to any initial service charges.

Record Order Charges are non-recurring charges applicable to any of the following:

- 1. Customer initiated requests for changes and/or additions to records only. This charge is waived if any other Service charges are applicable to the customer request.
- 2. Customer initiated requests to changes in billing name or address, or changes in billing method for service.
- 3. A records charge is not applicable for changes in customer contact name.

SUED: February 29, 2008

RECEFFECTIVE: March 5, 2008

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ISSUED: December 4, 2003

EFFECTIVE: December 8, 2003

4.7 Low-Income Programs

Low-Income Programs consist of three programs, Lifeline Assistance, Link-Up Assistance and USA lifeline.

4.7.1 Definitions

The following terms shall be defined as follows:

Qualifying low-income subscriber - a subscriber who meets the low-income eligibility criteria established by the Indiana Utility Regulatory Commission: Medicaid; food stamps; Supplemental Security Income (SSI); federal public housing assistance or Section 8 (a Federal Housing Assistance Program administered by the Department of Urban Development); or Low-Income Home Energy Assistance Program (LIHEAP).

Toll Blocking Service - a service provided by the Company that lets consumers elect not to allow the completion of outgoing toll calls from their residential exchange access line.

The structure of each program is outlined in the following paragraphs.

4.7.2 <u>Lifeline Assistance</u>

Lifeline Assistance reduces an eligible customer's monthly Federal Subscriber Line Charge and rates for local service. An eligible customer receives credit for the Federal Subscriber Line Charge as well as a credit towards the residential local exchange access line rate. At no time shall the total Lifeline credit exceed the sum of the subscriber line charge and the local exchange access line rate.

4.7.2.1 Regulations

- a. Lifeline Assistance is available to all residential customers who meet the following eligibility requirements:
- 1. Customers must be participants in one of the following programs: Medicaid, food stamps, Supplemental Security Income (SSI), federal public housing assistance or Section 8 (a Federal Housing Assistance Program administered by the Department of Urban Development), or Low Income Home Energy Assistance Program (LIHEAP).
- b. As a participant in Lifeline Assistance, customers are eligible to receive Toll Blocking Service at no charge. This service will only be provided at the customer's request.

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ISSUED: July 15, 2003

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TELECOMMUNICATIONS DIVISION

4.7 Low-Income Programs (Cont'd.)

4.7.2 <u>Lifeline Assistance (continued)</u>

- c. Local service deposit requirements will be waived for customers who voluntarily receive Toll Blocking Service.
- d. Participants in Lifeline Assistance shall not be disconnected from local service for nonpayment of toll charges. In addition, the Company will not deny re-establishment of local service to customers who are eligible for Lifeline Assistance and have previously been disconnected for nonpayment of toll charges.
- e. Partial payments that are received from Lifeline customers will first be applied to local service charges and then to any outstanding toll charges.

4.7.2.2 Credits

Customers eligible for Lifeline Assistance shall receive a credit of the Federal Subscriber Line Charge, with an additional \$1.75 credit applied to the end user's basic local exchange service

4.7.3 <u>Link-Up Assistance (Lifeline Connection Assistance)</u>

Link-Up Assistance is described as an assistance program for qualifying low-income consumers that consists of a reduction in the customary charges for commencing telecommunications service and a deferred schedule for payment of charges assessed for commencing service for which the consumer does not pay interest. All eligible customers receive a credit for half of the service connection charges up to \$30.00 and do not pay interest on connection charges of up to \$200.00 that are deferred for a period not to exceed one year.

4.7.3.1 Regulations

- a. The same eligibility requirements as outlined in paragraph 4.6.2.1 above will apply for Link-Up Assistance.
- b. This credit is only available on the installation of a single residential access line at the principal residence of the eligible customer.
- c. This credit will apply for a second or subsequent time only for a principal place of residence with an address different from the residence address at which the Link Up Assistance was provided previously.
- d. An eligible low-income consumer may choose either or both the Service Connection Charges Credit and the Deferred Payment Schedule.

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4.7 Low-Income Programs (Cont'd.)

4.7.3 Link-Up Assistance (continued)

4.7.3.2 Service Connection Charges Credit:

A qualified Link-Up customer shall receive half of the Service connection Charges or \$30.00, whichever is less.

4.7.3.3 Deferred Payment Schedule

A deferred schedule (not to exceed a period of one year) for payment of the Service Connection Charges up to \$200.00, is available for Link-Up customers. Link-Up customers will not incur any interest charges for this deferred payment schedule. These Service Connection Charges do not include any permissible security deposit requirements.

4.7.4 Universal Service Assistance (USA) Lifeline

Universal Service Assistance (USA) lifeline is a telephone assistance program which provides certain eligible residential customers requesting residence telephone exchange service with the following benefits:

- Recurring discount on the monthly basic local exchange access line rate (not including any toll or local usage):
- · Waiver of the Federal Subscriber Line Charge;
- Waiver of a deposit to establish local service;
- · Waiver of the applicable service connection charges;
- Free toll restriction, call trace and automatic blocking for 900 and 976 calls; and
- Waiver of applicable service conversion charges for customers changing to or from USA lifeline. (USA lifeline does not apply to network wiring charges.)

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4.7 Low-Income Programs (Cont'd.)

4.7.4 Universal Service Assistance (USA) Lifeline (continued)

4.7.4.1 Regulations

- a. USA lifeline is only available to customers who are currently participating in one or more of the following assistance programs:
- · Temporary Assistance to Needy Families (TANF),
- · Community Action Against Poverty,
- · Food Stamps,
- · Supplemental Security Income (SSI) on the basis of blindness or disability under Title XVI of the Social Security Act,
- · Supplemental Security Income (SSI) Aged,
- · LIHEAP (Low Income Energy Assistance Program),
- · Medical Assistance (Medicaid) including any state program that might supplant Medicaid but only to the extent persons eligible for any such state program would have qualified under the Medicaid Program as it existed as of September 20, 1994, and
- · Federal Housing or Section 8 Assistance.
- b. The Company shall require, as proof of eligibility for USA lifeline, a document signed by the customer, certifying under penalty of perjury, that the customer is receiving benefits from one of the programs identified in 4.6.4.1 (a), above; identifying the specific program or programs from which the customer receives benefits, and agreeing to notify the company if the customer ceases to participate in such program or programs.
- c. A customer of USA lifeline cannot be a dependent (as defined by the Federal Income Tax Code) under the age of 60.
- d. USA lifeline is available for Residence Flat Rate or Residence Message Rate exchange access lines.
- e. The USA lifeline subsidies will only go towards the subscriber line charge and the local exchange access line rate.
- f. USA lifeline is available for a single telephone line at the customer's principal place of residence. It other exchange service will be permitted in the same household.
- g. The waiver of service connection charges under USA lifeline shall be available to eligible customers not more than once in a one-year period at the same address. Customers must pay or make arrangements to pay the Telephone Company any outstanding bills for regulated telephone services in the Customer's name, and no other member of the household can owe money for such services previously provided at the customer's current address, in order to benefit from such waivers.
- h. USA lifeline plan customers with past-due bills for local service charges will be offered payment arrangements for such local service charges with an initial payment not to exceed \$25.00 before service is installed and with the balance to be paid in 6 equal monthly payments. USA lifeline plan customers with past-due bills for toll service charges will be required to have toll restriction service until such past-due toll service charges have been paid. New USA lifeline plan customers will not be required to pay a deposit to obtain local service. The Telephone Company may request a deposit for toll service unless the customer elects toll restriction service.
- i. USA lifeline customers are prohibited from purchasing any optional services or features offered by the Telephone Company. Only service determined by the commission to be beneficial to customers with disabilities or medical conditions or in life-threatening situations will be permitted.

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4.7 Low-Income Programs (Cont'd.)

4.7.4.2 Credits

USA lifeline customers will pay the standard residential service rates described elsewhere in this tariff, less the following discounts: The sum of the subscriber line charge and the local exchange access line rate (without any usage) or \$10.20, whichever is smaller.

4.7.5 Universal Service Discount Plan for Schools and Libraries

Schools, libraries, and consortia including those entities that comply with 47 CFR, Section 54.501 will be eligible for the Universal Service Discount Plan for schools and libraries (Plan). Discounts available to eligible schools and libraries shall be determined based on 47 CFR, Section 54.505, and adopted by the Indiana Utility Regulatory Commission. Services purchased at a discount under this Plan shall not be resold.

- A. Terms and Conditions
 Plan provisions and eligibility are as detailed in 47 CFR beginning with
 Section 54.500.
- B. Prices Plan discounts are as detailed in 47 CFR, Section 54.505.

4.8 Emergency Services

Allows Customers to reach appropriate emergency services including police, fire and medical services. The 911 Service includes lines and central office features necessary to provide the capability to answer, transfer and dispatch public emergency telephone calls originated by persons within the telephone central office areas arranged for 911 calling. If 911 Service is not available in an area, the Company shall make arrangements for the Customer to reach the appropriate emergency services through dialing "0".

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ISSUED: July 15, 2003

EFFECTIVE: July 17, 2003

4.9 Telecommunications Relay Service

Telecommunications Relay Service enables hearing-impaired or speech-impaired persons who use a text telephone or similar devices to communicate freely with the hearing population for using the text telephone and vice versa. The Company does not impose any charge to end users for access to Telecommunications Relay Service. However, persons using this Service are liable for applicable per call/increment charges.

4.10 Telephone Directory

For Customers that subscribed to the Company's Basic Local Exchange Service, the Company will provide each Customer annually at no charge one copy of a printed directory listing all telephone service subscribers, except for unlisted and unpublished numbers, within the Customer's local exchange area. The Company may, at its option, either publish its own directory or provide a copy of one published by the dominant exchange service provider.

4.11 IntraLATA Presubscription

4.11.1 Application of Rates - Business

There will be no charge for a subscriber's initial intraLATA toll presubscription selection. New business local service subscribers will be asked to select a carrier(s) for their intraLATA toll and interLATA calls subject to presubscription at the time they place an order with the Company for local exchange service. If the new business subscriber is unable to make a selection at that time, the new business subscriber will be read a random listing of all available intraLATA toll carriers to aid his/her selection. If the new subscriber is still unable to make a selection at that time, the Company will inform the new subscriber that he/she will be given 90 days in which to inform the Company of an intraLATA toll presubscription carrier at no charge. The new subscriber will also be informed that the Company will assess a charge for any selection made after the 90 day window and that until a selection is made, the subscriber will be required to dial a carrier access code to route all intraLATA toll calls. New subscribers who do not make an intraLATA toll carrier presubscription choice at the time the new subscriber places an order establishing local exchange service with the Company will not be presubscribed to any intraLATA toll carrier, but rather will be required to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call. After a subscriber's initial selection for a presubscribed intraLATA toll carrier, an intraLATA presubscription change charge will apply for any change thereafter. RECEIVED

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EFFECTIVE 2 July 17, 2003

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INDIANA UTILITY REGULAT**6**RY COMMISSION Telecommunications division

ISSUED PURSUANT TO

ORDER NUMBER

42357

DATE

4. Rates and Charges, (Cont'd.)

4.11 IntraLATA Presubscription, (Cont'd.)

4.11.2 IntraLATA Presubscription Change Charge

Per non-residence or residence line, trunk, or port interestation of the per non-residence or residence line, trunk, or port in the per non-residence or residence line, trunk, or port in the per non-residence or residence line, trunk, or port in the per non-residence or residence line, trunk, or port in the per non-residence or residence line, trunk, or port in the per non-residence or residence line, trunk, or port in the per non-residence or residence line, trunk, or port in the per non-residence or residence line, trunk, or port in the per non-residence or residence line, trunk, or port in the per non-residence or residence line, trunk, or port in the per non-residence line, trunk, or port in the per

Charge:

Initial line

\$ 5.00

Additional line \$ 5.00

4.12 IntraLATA Toll, InterLATA and Interstate Long Distance Services*

4.12.1 Switched Toll Service

Switched Toll Service allows Customers who presubscribe to any one of the Company's local exchange services to place outbound 1+ calls. Calls are billed in six (6) second increments after an initial period for billing purposes of thirty (30) seconds.

Business - Term

1 Year 2 Year 3 Year Monthly Recurring Charge, per line: \$0.00 \$0.00 \$0.00

Usage Rate, per minute: Please see Midwest Telecom of America, Inc. IN Tariff #1

Residential - One Year Term*

Option 250: Initial 250 minutes; cost per min. \$0.00 Per minute rate - over 250 mins.

\$.045

Option 500: Initial 500 minutes; cost per min.

\$0.00

Per minute rate - over 500 mins.

\$.045

Unlimited Option: (includes unlimited domestic long distance Cost per min. R +\$0.00 -

Unused minutes do not carry over to proceeding month. DEC 2 9 7003

SBC Serving Area Only

INDIANA UTILITY REGULATORY COMMISSION

EFFECTIVE: January 2, 2004

ISSUED: December 29, 2003

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4.13 Public Telephone Surcharge

In order to recover Company expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an non-discountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless telephones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

(1)

Rate Per Call: \$0.56

UED: January 30, 2008

Issued by: James Smutniak

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4.14 Promotional Offerings

The Company may periodically offer alternative rates or billing arrangements as part of its promotional campaigns or competitive responses. The promotional offerings may be limited as to duration, dates and times of the offerings, and the locations where the offerings are made. Promotions do not apply to Centrex or Centranet customers or any Customers not service by the Unbundled Network Platform.

Each promotional offering requires a separate contract to be signed by the customer.

(T)

SBC Serving Area Only

4.14.1 One (1) Year Term Agreement Promotion for Local Exchange Service - Business

Effective Date: June 23, 2003

Product(s):

Local Exchange Flat Rate Unlimited Plan

Access Line Charge Only

Custom Calling Features

Discount:

15% Discount on Local Exchange Flat Rate

Access Line and Custom Calling Feature Monthly Reoccurring

Charges only.

Stipulations:

Effective for new customers or existing MTA customers that sign a one year term agreement as of the effective

date above. Agreement must state 15% discount.

4.14.2

Two (2) Year Term Agreement Promotion for Local Exchange Service - Business

Effective Date: June 23, 2003

Product(s):

Local Exchange Flat Rate Unlimited Plan

Access Line Charge Only

Custom Calling Features

Discount:

25% Discount on Local Exchange Flat Rate

Access Line and Custom Calling Feature Monthly Reoccurring

Charges only.

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TELECOMMUNICATIONS DIVISION

Merrillville, Indiana 46410

Promotional Offerings (Cont'd.)

SBC Serving Area Only

4.14.2

Two (2) Year Promotion for Local Exchange Service – Business (Cont'd.)

Stipulations:

Effective for new customers or existing MTA customers that sign a two year term agreement as of the effective date above. Agreement must state 25% discount

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4.14.3

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ISSUED: January 13, 2004

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Promotional Offerings (Cont'd.)

(Information previously on this paged has been moved to page 79.6)

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ISSUED: December 29, 2003

EFFECTIVE: January 2, 2004

Promotional Offerings (Cont'd.)

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ISSUED: December 29, 2003

EFFECTIVE: January 2, 2004

Promotional Offerings (Cont'd.)

Verizon North Serving Areas Only

4.14.4

One (1) Year Term Agreement Promotion for Local Exchange Service - Business

Effective Date:

January 1, 2004

Product(s):

Local Exchange Flat Rate Unlimited Plan

Access Line Charge Only

Custom Calling Features

Discount:

10% Discount on Local Exchange Flat Rate

Access Line and Custom Calling Feature Monthly Reoccurring

Charges only.

Stipulations:

Effective for new customers or existing MTA customers

that sign a one year term agreement as of the effective

date above. Agreement must state 10% discount.

4.14.5

One (1) Year Term Agreement Promotion for Local Exchange Service - Business

Effective Date:

January 1, 2004

Product(s):

Local Exchange Flat Rate Unlimited Plan

Access Line Charge Only

Custom Calling Features

Discount:

15% Discount on Local Exchange Flat Rate

Access Line and Custom Calling Feature Monthly Reoccurring

Charges only.

Stipulations:

Effective for new customers or existing MTA customers

that sign a one year term agreement as of the effective

date above. Agreement must state 15% discount.

Promotional Offerings (Cont'd.)

Verizon North Serving Areas Only

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ISSUED: October 27, 2003

EFFECTIVE: October 29, 2003

Promotional Offerings (Cont'd.)

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ISSUED: December 29, 2003

EFFECTIVE: January 2, 2004

4.15 Rates By Individual Contract Basis (ICB)

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

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

Upon completion of any contractual arrangements entered into under this section, the Company will make the contract itself available to the Commission upon the Commission's request. The Company reserves the right to be protected from public disclosure of proprietary information contained in such contracts as allowed under law.

(C) │4.16 Rate Adjustment

All rates may be subject to adjustment during the term of the contract if a decision is rendered by the IURC, any court of jurisdiction, government entity, or ILEC to raise the cost of unbundled network elements. Customer's rates and charges may also be adjusted as a result of any decision rendered by the FCC, IURC, or by any government entity or Court of Jurisdiction to remove the ILEC requirement for providing unbundled network elements or combinations of unbundled network elements to Competitive Local Exchange Carriers. Said rate adjustments may be passed through to customer(s) and will in no way cancel the enforceability of the contract between the Company and the Customer.

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ISSUED: October 7, 2004

EFFECTIVE: October 11, 2004

4.17 Local Connect

"Local Connect" services refers to local exchange service (or group of local exchange services) offered by the Company pursuant to an individual Customer contract or commercial service agreement.

4.18 Grandfather Term UNE-Platform

Grandfather the Term "UNE-Platform" on all Commercial Service Agreements negotiated on an individual contract basis. Refer to section 6.

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ISSUED: October 7, 2004

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4.17 Grandfather Term UNE-Platform

Grandfather the Term "UNE-Platform" on all Commercial Service Agreements negotiated on an individual contract basis. Refer to section 6.

4.18 Business Local Exchange Services

The section identifies all business and local exchange services available to customer as delineated on the Company's Local Exchange Services Commercial Agreement.

Local Connect Wireless On Net Service – Local Exchange Service provided utilizing MTA wireless technology to establish the local loop connection between the customer premise and MTA owned switching facilities. Calls are transmitted via internet protocol, using voice packet technology. This service is comparable to POTS service, but does not rely on ILEC physical copper, fiber, or switching facilities. Service is provided in increments of two lines, with a minimum requirement of 2 lines per customer account.

Availability: Lake County

Pricing: subject to section 4.19 of this tariff or ICB.

Local Connect Wire Lined On Net Service – Local Exchange Service provided utilizing ILEC physical copper or fiber and MTA owned switching facilities. Calls are transmitted via internet protocol, using voice packet technology. This service is classified as POTS. Service is provided in increments of two lines, with a minimum requirement of 2 lines per customer account.

Availability: Lake County

Pricing: subject to section 4.19 of this tariff or ICB

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UED: June 12, 2006

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1567 E 93rd Avenue

Merrillville, Indiana 46410

8 Business Local Exchange Services (Cont'd)

Local Connect ILEC Commercial Agreement (C.A.) Service – Local Exchange Service provided utilizing leased ILEC local loops, switching and shared transport facilities pursuant to a privately negotiated commercial agreement between the ILEC(s) and MTA. This service is classified as POTS service.

Availability: Statewide in SBC and Verizon operating areas.

Pricing: subject to sections 4.2 of this tariff less (if applicable) less any promotional discounts or prompt pay discounts identified and agreed to in the Commercial Service Agreement between Customer and MTA.

Local Connect ILEC Resale Service – Local Exchange Service provided utilizing ILEC equipment, local loops, switching facilities and other parts of the ILEC infrastructure on a resold basis. Local Connect ILEC resold services function identically to those provided directly through the ILEC on a retail basis, and is classified as POTS type service.

Availability: Statewide in SBC and Verizon operating areas

Pricing: Subject to the Company's adoption of the applicable ILEC retail tariff, less any prompt pay discounts identified and agreed to in the Commercial Service Agreement between Customer and MTA.

Local Connect Centrex ILEC Resale Service – Centrex (central office exchange service) is a service which utilizes ILEC central office facilities to provide customers with advanced calling options and features in a contiguous environment, some of which are not available with POTS services. Centrex is essentially a partition of the central office facility with its own centralized capabilities for use by the business customer. Centrex is most often seen in organizations where more than 8 POTS lines are needed as it is more cost effective in some cases. It is also used for its ability to use internal call transfer via extensions, which as a business grows can save time and increase productivity.

Availability: Statewide in SBC and Verizon operating areas.

Pricing: Subject to the Company's adoption of the applicable ILEC retail tariff, less any prompt pay discounts identified and agreed to in the Commercial Service Agreement between Customer and MTA.

Local Connect Centrex ILEC Commercial Agreement (C.A.) Service – Centrex service provided utilizing leased ILEC local loops, switching and shared transport facilities pursuant to a privately negotiated commercial agreement between the ILEC(s) and MTA. Centrex provided in this manner functions identically to that of retail provided centrex service directly from the ILEC. Availability: Statewide in Verizon Operating areas.

Pricing: Subject to the Company's adoption of the applicable ILEC retail tariff, less any prompt pay discounts identified and agreed to in the Commercial Service Agreement between Customer and MTA.

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INDIANA UTILITY REGULATORY COMMISSION

EFFECTIVE: JELESONAUMOJONS DIVISION

SUED: June 12, 2006

Business Local Exchange Services (Cont'd)

Local Connect ISDN PRI ILEC Resale Service – ISDN (Integrated Services Digital Network) PRI (Primary Rate Interface) service provided utilizing resold ILEC facilities. ISDN PRI is a service more commonly found in large businesses with a need for many phone lines and/or an environment where callers can be given dedicated telephone numbers (DIDs) to directly reach specific people within that organization. PRIs consist of 23 B channels for voice, data, and other services, and one D channel for control and signaling information.

Availability: Statewide in SBC and Verizon operating areas, subject to where each respective ILEC offers the service.

Pricing: Subject to the Company's adoption of the applicable ILEC retail tariff, less any prompt pay discounts identified and agreed to in the Commercial Service Agreement between Customer and MTA.

Local Connect ISDN PRI Wireless On Net Service – ISDN (Integrated Services Digital Network) PRI (Primary Rate Interface) service is provided utilizing MTA's wireless On Net connectivity instead of ILEC physical copper or fiber. MTA. Calls are transmitted via internet protocol, using voice packet technology. ISDN PRI is a service more commonly found in large businesses with a need for many phone lines and/or an environment where callers can be given dedicated telephone numbers (DIDs) to directly reach specific people within that organization. PRIs consist of 23 B channels for voice, data, and other services, and one D channel for control and signaling information.

Availability: Lake County

Pricing: Subject to section 4.20 of this tariff or ICB

Local Connect ISDN PRI Wire Lined On Net Service – ISDN (Integrated Services Digital Network) PRI (Primary Rate Interface) service provided utilizing ILEC physical copper or fiber and MTA's switching facilities. Calls are transmitted via internet protocol, using voice packet technology. ISDN PRI is a service more commonly found in large businesses with a need for many phone lines and/or an environment where callers can be given dedicated telephone numbers (DIDs) to directly reach specific people within that organization. PRIs consist of 23 B channels for voice, data, and other services, and one D channel for control and signaling information.

Availability: Lake County

Pricing: Subject to section 4.20 of this tariff or ICB

DID Direct Inward Dial Telephone Numbers - A block of telephone numbers for calling into a company's PBX system. DIDs enable the company to assign individual telephone numbers to each workstation or person within the organization without requiring physical lines into the PBX for each possible connection. DIDs can only be used for incoming calls. One example of DID use would be a call center for taking orders over the phone. RECEIVED

Availability: Lake County

UED: June 12, 2006

Pricing: Subject to section 4.20 of this tariff or ICB

JUN 1 3 2006 EFFECTIVE: June 14, 2006

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DIOD Direct Inward Outward Dial Telephone Numbers – A block of telephone numbers for calling into and out of a company's PBX system. DIODs enable the company to make outbound calls as well as receive incoming calls at the same time. It is also known as two-way trunking on an ISDN PRI. Availability: Lake County

Pricing: Subject to section 4.20 of this tariff or ICB

4.18.1

Where the customer has signed a Commercial Service Agreement pertaining to either "Resale", "UNEP", or "CA" service, and the Company transitions the customer's network arrangements from ILEC wholesale network arrangements, to MTA owned network arrangements, said Commercial Service Agreement will remain in full force until its date of expiration.

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UED: June 12, 2006

4.19 Local Connect Pricing Table

MTA On-Net Local Connect Pricing Table

Т	Pricing Table							
Term	1 yr. Agreement		2 yr. Agreement		3 yr. Agreement		5 yr. Agreement	
		NRC	MRC	NRC	MRC	NRC	MRC	NRC
2		\$ 600.00	\$ 48.00	\$ 400.00	\$ 42.00	\$ 200.00	\$ 36.00	\$0.00
4	\$ 112.00	\$ 650.00	\$ 96.00	\$ 433.00	\$ 84.00	\$ 217.00	\$ 72.00	\$0.00
6	\$ 168.00	\$ 700.00	\$ 144.00	\$ 466.00	\$ 126.00	\$ 234.00	\$ 108.00	\$0.00
8	\$ 224.00	\$ 750.00	\$ 192.00	\$ 499.00	\$ 168.00	\$ 251.00	\$ 144.00	\$0.00
10	\$ 280.00	\$ 800.00	\$ 240.00	\$ 532.00	\$ 210.00	\$ 268.00	\$ 180.00	\$0.00
12	\$ 336.00	850.00	\$ 288.00	\$ 565.00	\$ 252.00	\$ 285.00	\$ 216.00	\$0.00
I4	\$ 392.00	900.00	\$ 336.00	\$ 598.00	\$ 294.00	\$ 302.00	\$ 252.00	\$0.00
16	\$ 448.00	950.00	\$ 384.00	\$ 631.00	\$ 336.00	\$ 319.00	\$ 232.00	
18	\$ 504.00	5 1,000.00	\$ 432.00	\$ 664.00	\$ 378.00	\$ 336.00	\$ 288.00	\$0.00
20	\$ 560.00 \$	S 1,050.00	\$ 480.00	\$ 697.00	\$ 420.00	\$ 353.00	\$ 360.00	\$0.00
22	\$ 616.00 \$	5 1,100.00		\$ 730.00	\$ 462.00	\$ 370.00		\$0.00
24	\$ 672.00 \$	1,150.00		\$ 763.00	\$ 504.00		\$ 396.00	\$0.00
26	\$ 728.00 \$	1,200.00		\$ 796.00	\$ 546.00		\$ 432.00	\$0.00
)28		1,250.00		\$ 829.00	\$ 588.00	\$ 404.00	\$ 468.00	\$0.00
30		1,300.00 \$		\$ 862.00		\$ 421.00	\$ 504.00	\$0.00
32	_	1,350.00 \$		\$ 895.00		\$ 438.00	\$ 540.00	\$0.00
34		1,400.00 \$		\$ 928.00	\$ 672.00	\$ 455.00	\$ 576.00	\$0.00
36		1,450.00 \$,	\$ 714.00	\$ 472.00	\$ 612.00	\$0.00
38	_	1,500.00 \$			\$ 756.00	\$ 489.00	\$ 648.00	\$0.00
40		1,550.00 \$		\$ 994.00	\$ 798.00	\$ 506.00	\$ 684.00	\$0.00
42		•		\$ 1,027.00	\$ 840.00	\$ 523.00	\$ 720.00	\$0.00
44			1,008.00	\$ 1,060.00	\$ 882.00	\$ 540.00	\$ 756.00	\$0.00
46	.		1,056.00	\$ 1,093.00	\$ 924.00	\$ 557.00	\$ 792.00	\$0.00
48			1,104.00	\$ 1,126.00	\$ 966.00	\$ 574.00	\$ 828.00	\$0.00
	φ 1,544.00 \$	1,750.00 \$	1,152.00	\$ 1,159.00	\$1,800.00	\$ 591.00	\$ 864.00	\$0.00

Note: Local Connect 5yr. Agreement Pricing and \$0.00 NRC is "only" available with L.D. Service and Internet Access (Any Speed)

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EFFECTIVE: June 14, 2006

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4.20 Local Connect PRI Pricing Table

MTA On-Net Local Connect PRI Pricing Table

Term	1 yr.	2 yr.	3 yr.	5 yr.
	\$	\$	\$	\$
Circuit MRC	1,031.25	937.50	812.50	687.50
EUCL	\$0.00	\$0.00	\$0.00	\$0.00
20 DID#'s	\$	\$	\$	\$
MRC	12.50	12.50	12.50	12.50
	\$	\$	\$	
NRC	1,875.00	1,250.00	625.00	\$0.00

te: 5 year Local Connect PRI Pricing and \$0.00 NRC is only available with L.D. and Internet Access Service.

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INDIANA UTILITY REGULATORY COMMISSION TELEGOMMUNICATIONS DIVISION

UED: June 12, 2006

EFFECTIVE: June 14, 2006

5. Other Services

5.1 Operator Services

5.1.1 Operator Assistance

Operator Assisted Calling Service is provided to Customers and users of the Company's Local Exchange Calling Services. In addition to charges which would otherwise apply pursuant to other sections of this tariff, each operator assisted call will be assessed a charge(s) as set forth within.

Third Number Billing

Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls

Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

Calling Cards

Provides the Customer with the capability to place a call using a calling card of an Interexchange Carrier with or without the assistance of an operator.

Person to Person

Calls completed with the assistance of an operator to a particular person, station, department, or PBX extension specified by the caller. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or the called party.

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5. Other Services (Cont'd.)

5.1 Operator Services (Cont'd.)

5.1.1 Operator Assistance (continued)

Station to Station

Calls complete with the assistance of an operator to a particular Station. The call may be billed to the called party.

General Assistance

General Assistance includes those situations when a Customer requests information such as dialing instructions, country or city codes, area code information and Customer Service 800 telephone numbers from an operator, but does not ask the operator to complete the call.

5.1.2 Busy Line Verification and Interrupt Service

The Customer shall indemnify and hold the Company harmless against all claims that might arise from either party to the interrupted call or any person.

Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:

5.1.2.1 Busy Line Verification

Upon request of the calling party, the Company will determine if the line is clear or in use, and report that information to the calling party.

5.1.2.2 <u>Busy Line Verification with Interrupt</u>

The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

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- 5. Other Services (Cont'd.)
- 5.1 Operator Services (Cont'd.)

5.1.2.3 Application of Rates

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Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:

- A. The operator verifies that the line is busy with a call in progress.
- B. The operator verifies that the line is available for incoming calls.
- C. 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.

(T)
5.1.3 Local Operator Services Rates – SBC Areas Only

Type

All Local Operator Services will be charged at \$0.10/minute.

5.1.4 <u>Local Operator Assisted Call Surcharges – SBC Areas Only</u>

•		·
Person-to-Person	\$8.95	
Collect - Person-to-Person	\$4.50	RECEIVED
Station-to-Station	\$1.00	Frontier trees of microsoft pillage
Third Number Billing	\$4.95	DEC 2 9 2003
Collect - Station-to-Station	\$3.00	DEC 7 \$ \0.000
Calling Card	\$1.00	INDIANA UTILITY REGULATORY COMMISSION
Busy Line Verification	\$2.00	TELECOMMUNICATIONS DIVISION
Busy Line Interrupt	\$5.00	· rrroommentontiene pistoloid

ISSUED: December 29, 2003

EFFECTIVE: January 2, 2004

Surcharge Rate (per call)

- 5. Other Services (Cont'd.)
- 5.1 Operator Services (Cont'd.)

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- 5. Other Services (Cont'd.)
- 5.1 Operator Services (Cont'd.)

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EFFECTIVE: January 2, 2004

- 5. Other Services (Cont'd.)
- 5.1 Operator Services (Cont'd.)

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ISSUED: December 29, 2003

EFFECTIVE: January 2, 2004

5. Other Services (Cont'd.)

5.2 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the incumbent local exchange carrier in the Customer's exchange area of the station number designated as the Customer's main billing number. Directory listings of additional Company station numbers, other than the Customer's main billing number associated with a Customer's service will incur an additional monthly recurring charge per listing.

- 5.2.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is levied.
- 5.2.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, is a contrived name used for advertising purposes or to secure a preferential position in the directory, or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 5.2.3 Each listing must be designated Government or Business to ensure placement in the appropriate section of the directory. In order to aid users of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 5.2.4 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

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JUL 1 5 2003 EFFECTIVE: July 17, 2003

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5. Other Services (Cont'd.)

5.2 Directory Listings (Cont'd.)

5.2.5 Directory listings are provided in connection with each Customer service as specified herein.

5.2.5.1 Primary Listing

A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.

5.2.5.2 Non-published Listings

The telephone numbers of non-published listings are not listed in either directories or directory assistance records available to the general public. Incoming calls to non-published numbers will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice notwithstanding any claim of emergency the calling party may present.

A Non-published Telephone Service will be furnished, at the Customer's request.

5.2.5.3 Non-listed Numbers

A non-listed number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party.

5.2.5.3 <u>Foreign Listings</u>

Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The customer will be charged the rates specified in the tariff published by the specific exchange carrier providing Foreign Listings.

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5.	Other Ser	vices (Cont'd.)	ISSUED PURSUANT TO ORDER NUMBER		
5.2	Directory	Listings (Cont'd.)			
	5.2.5.5	Additional Listing	A 8 3 5 7		
		A listing including additional telephone number	RIPANTO PIETE REQUESTORY COMMISSION		
(TT)		another Customer to be called in the event the the Customer's telephone.	ere is no answer from		
(T)	5.2.5.6	Non-Recurring Charges – SBC Operating Are	ea Only		
		Non-Recurring charges associated with Direct follows:	tory Listings are as		
			Per Listing or Per Number Charge*		
		Primary Listing Additional Listing Non-Listed Number	N/C \$ 4.00 \$ 8.35		
		Non-Published Number Foreign Listing	\$ 8.35 \$ 8.35		
·		* No charge if established at the same till established.	me service is		
(T)	5.2.5.7	Recurring Charges – SBC Operating Area On	ly		
		Monthly Recurring Charges associated with D follows:	irectory listings are as		
			Per Listing or Per Number Charge		
		Primary Listing Additional Listing Non-Listed Number Non-Published Number Foreign Listing DEC 2 9 2003			
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ISSUED: December 29, 2003

EFFECTIVE: January 2, 2004

TELECOMMUNICATIONS DIVISION

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5. Other Services (Cont'd.)

5.2 Directory Listings (Cont'd.)

ISSUED PURSUANT TO ORDER NUMBER

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5.2.5.8 Non-Recurring Charges – Verizon North Oper

n Operating Area GAN 0 2 2004

Business Only

	Monthly <u>Charge</u>	Nonrecurring <u>Charge</u>
Additional Listing, each	\$2.00	-
Alternate Call Listing, each	\$2.00	-
Nonpublished Telephone Numbers	\$2.20	-
Alphabetical Service Reference		
Listing, each	\$2.00	-
Cross Reference Listings, each	\$2.00	н
Nonlisted Service	\$2.20	<u> </u>

5.2.5.9 <u>Garrett Exchange – Verizon North Operating Area</u>

Business Only

	Monthly <u>Charge</u>	Nonrecurring <u>Charge</u>
Additional Listings, each	\$1.25	_
Foreign Exchange Listings, each	\$1.25	-
Alternate Call Number Listings, each,	\$1.25	
Nonpublished Listings	\$1.50	

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ISSUED: December 29, 2003

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- 5. Other Services (Cont'd.)
- 5.3 Primary Rate Interface (ISDN) Service(This section reserved for future use)

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ISSUED: July 15, 2003

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- 5. Other Services (Cont'd.)
- 5.3 Primary Rate Interface (ISDN) Service

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ISSUED: July 15, 2003

EFFECTIVE: July 17, 2003

(N) 6. 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

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Section 2: Regulations

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Section 3: Service Descriptions

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Section 4: Rates & Charges

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Section 5: Other Services

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Section 6: Grandfathered Services

UNE-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's agreements. This action does not materially impact the Customer's service or other term(s) and condition(s) 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".

ISSUED: October 7, 2004

EFFECTIVE: October 11, 2004