
COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

TITLE PAGE

TELECOMMUNICATIONS SERVICES

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This tariff applies to the Telecommunications Services (including Basic Local Exchange and Miscellaneous Services) furnished by Entelegant Solutions, Inc. between one or more points in the State of Colorado.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

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COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

EXPLANATION OF SYMBOLS

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

- (C) - Change in text due to a changed regulation, term, or condition, which does not affect rates.
- (D) - Deleted or discontinued rate, regulation, term, condition or material.
- (I) - To signify a change resulting in an increase to a rate.
- (R) - To signify a change resulting in a reduction to a rate.
- (M) - Material moved from or to another part of the utility's tariff; a footnote indicating where the material was moved from and where the material was moved to shall accompany all "M" classified changes.
- (N) - New material, including new products, rates, terms or conditions.
- (T) - Change in text but no change to rate, term, condition or charge.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by Entelegant Solutions, Inc., hereinafter referred to as the Company, to Customers within the State of Colorado. Entelegant Solutions's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the Colorado Public Utilities Commission. In addition, this tariff is on file with the Colorado Public Utilities Commission. In addition, this tariff is available for public inspection during normal business hours at the main office of Entelegant Solutions, Inc. at 3800 Arco Corporate Drive, Suite 310, Charlotte, North Carolina 28273.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a)(I)
 - 2.1.1.A.1.(a)(I)(i)
 - 2.1.1.A.1.(a)(I)(i)(1)
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 1 - DEFINITIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using switched access, which connects a Customer's location to Carrier's location or switching center.

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

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Business - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

Commission - Colorado Public Utilities Commission.

Company or Carrier - Entelegant Solutions, Inc., unless otherwise clearly indicated by the context.

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

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 1 - DEFINITIONS, (CONT'D.)

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

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

End User - Any person, firm, corporation, partnership or other entity that uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Entelegent - Used throughout this tariff to mean Entelegent Solutions, Inc. unless clearly indicated otherwise by the text.

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

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 1 - DEFINITIONS, (CONT'D.)

IXC or Interexchange Carrier - A long distance telecommunications services provider.

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.

LEC - Local Exchange Company.

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

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

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

Other Telephone Company - An Exchange Telephone Company, other than the Company.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 1 - DEFINITIONS, (CONT'D.)

PBX - Private Branch Exchange.

Premises - A building or buildings on contiguous property.

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

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

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

Usage Based Charges - Charges for minutes or messages traversing over local exchange facilities.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

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

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

2.1.1 Shortage of Equipment or Facilities

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

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.2 Use of Services

- A.** Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- B.** The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- C.** The Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- D.** The Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

- A.** Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B.** Except as otherwise stated in this tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C.** At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination.
- D.** In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E.** Service may be terminated upon written notice to the Customer if:

 - 1.** the Customer is using the service in violation of this tariff; or
 - 2.** the Customer is using the service in violation of the law.
- F.** This tariff shall be interpreted and governed by the laws of the State of Colorado regardless of its choice of laws provision.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (Cont'd.)

- G.** Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H.** To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

2.1.4 Limitations on Liability

- A.** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6.
- B.** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

- C. Whenever billing for basic local exchange service and any associated taxes and surcharges has not been determined accurately because of the Company's omission or negligence, the Company shall offer the following:
1. Whenever the Company over-bills a customer for the service, the Company shall offer the customer a refund. When the amount of the refund exceeds the charges for two months of basic local exchange service and any associated taxes and surcharges, the customer shall be offered the choice either to receive the refund as a one-time credit on the customer's bill or as a one-time payment from the company. If the customer elects a one-time payment, the Company shall mail the refund within thirty days. Such over-billing shall not be subjected to interest. Refunds for over-billing shall not be provided for a period of time exceeding two years.
 2. Whenever the Company under-bills a customer for service, the customer shall be allowed to make an installment payment arrangement when the amount exceeds the charges for two months of basic local exchange service and any associated taxes and surcharges. A customer shall be advised that any installment payment agreement may, at the option of the customer, extend over a time period equal in length to the period over which the errors were accrued. Charges for under-billing shall not be billed for a period of time exceeding two years and shall not include late payment fees or interest.
 3. Whenever the Company collects from a customer more money than is due the Company, because of an erroneous payment or electronic transfer, the Company shall electronically issue or mail the customer a refund within five days of realizing the mistake. When the amount of the refund exceeds the charges for two months of basic local exchange service and any associated taxes and surcharges, the customer shall be offered the choice either to receive the refund as a one-time credit on the customer's bill or as a one-time payment from the company. Such refunds shall not be subjected to interest. Refunds for erroneous payments shall not be provided for a period of time exceeding two years.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

- D.** The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- 1.** Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 - 2.** Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, terrorist acts, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - 3.** Any unlawful or unauthorized use of the Company's facilities and services;
 - 4.** Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 - 5.** Breach in the privacy or security of communications transmitted over the Company's facilities;

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

D. (Cont'd.)

- 6.** Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Section 2.1.4.A.
- 7.** Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- 8.** Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 9.** Any non-completion of calls due to network busy conditions;
- 10.** Any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

- E.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F.** The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G.** Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.
- H.** Directory Errors - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

I. With respect to Emergency Number 911 Service

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 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 service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
2. Neither is the Company responsible for any infringement, nor 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.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

I. With respect to Emergency Number 911 Service, (Cont'd.)

- 3.** When a Customer with a nonpublished 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 emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

2.1.5 Notification of Service-Affecting Activities

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

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

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

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities, (cont'd.)

F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. the reception of signals by Customer-provided equipment.

2.1.7 Non-routine Installation

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

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.8 Special Construction

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

- A.** where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B.** of a type other than that which the Company would normally utilize in the furnishing of its services;
- C.** over a route other than that which the Company would normally utilize in the furnishing of its services;
- D.** in a quantity greater than that which the Company would normally construct;
- E.** on an expedited basis;
- F.** on a temporary basis until permanent facilities are available;
- G.** involving abnormal costs; or
- H.** in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this rate sheet remains in the Company, its partners, agents, contractors or suppliers.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A.** the payment of all applicable charges pursuant to this tariff;
- B.** damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C.** providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D.** obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C. Any and all 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;

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (Cont'd.)

- 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., 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 2.3.1.D.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G.** not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Liability of the Customer

- A.** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate sheet of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C.** The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this rate sheet including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this rate sheet is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

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

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities

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

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.4 Inspections

- A.** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B.** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) 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.
- C.** If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.2 Billing and Collection of Charges

The Company will comply with the Customer Billing Requirements as outlined in 4 CCR 723-2-2304.

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- A.** Unless otherwise specified, all charges for local exchange service, equipment and facilities, exclusive of charges for local messages in excess of monthly allowance, start the day after service is installed, continue through the date service is disconnect and are payable by the due date on the bill.
- B.** The Company shall present invoices for recurring charges monthly to the customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the due date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- C.** All service, installation, monthly recurring charges and non-recurring charges are due and payable fifteen (15) days after the billing date, which must be displayed on the customer's bill.
- D.** When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- E.** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges, (Cont'd.)

- F.** If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, thirty (30) days after the due date, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5% for business customers.
- G.** The Customer will be assessed a charge of twenty dollars (\$20.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- H.** If service is disconnected by the Company in accordance with Section 2.5.6 following and later restored, restoration of service will be subject to all applicable installation charges.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Disputed Bills

- A.** In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter. The Customer may contact the Company to address any complaints. The Company address for Customer complaints is: Entelegant Solutions, Inc., 3800 Arco Corporate Drive, Suite 310, Charlotte, North Carolina 28273, or via toll free number at: 888-274-7619.
- B.** Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer.
- If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Colorado Public Utilities Commission, 1560 Broadway, Suite 250, Denver, CO 80202, telephone: 303-894-2070 or within the state of Colorado 800-456-0858.
- C.** If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before construction of lines or facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities and one (1) month's advance payment for each subsequent month. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Subsequent advance payments will be credited on the appropriate monthly bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

2.5.5 Deposits

- A.** To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Colorado Public Utilities Commission Rules 4 CCR 723-2-2302. The decision to require a deposit shall be based solely on the Customer's credit history and shall not be based upon location, income level, source of income, occupation, race, creed, sex, national origin, marital status or number of dependents. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The amount of the deposit required will be the average of 3 months billing for business customers excluding taxes and surcharges. A deposit may be required in addition to an advance payment.
- B.** The Company may require existing Customers to make deposits if their payment records show substantial nonpayment for jurisdictional services provided by the Company in any 2 of the last 6 months, or 3 of the last 12 months. A deposit may be required even if such Customers have paid a part of the amount owed before the date of service disconnect for nonpayment. The Company will give the Customer written notice of the amount of the deposit that is required. The written notice shall inform the Customer that the deposit payment must be received in 15 calendar days.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Deposits, (Cont'd.)

- C.** Existing Customers may be required to pay a deposit in full without the notice requirements of (B) before service is restored whenever the denied service has been disconnected for nonpayment of outstanding charges.
- D.** The Company reserves the right to periodically review the Customer's credit worthiness and credit terms. The Company may request an initial deposit or an additional deposit based on the Customer's payment history and credit worthiness.
- E.** Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued simple interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- F.** Deposits will accrue interest annually at 0.34% in accordance with the Colorado Public Utilities Commission Rules 4 CCR 723-2-2302. **(R)**
- G.** The Company shall annually and automatically refund the deposits of Customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance of Service

The Company may discontinue or refuse service for any of the reasons stated below:

- A.** Upon nonpayment of basic local exchange service and any associated taxes and surcharges owing to the Company, the Company may, by giving fifteen (15) days written notice to the Customer, discontinue or suspend service without incurring any liability.
- B.** Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 15 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C.** Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D.** Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance of Service, (Cont'd.)

- E.** In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- F.** Upon the Company's discontinuance of service to the Customer under Section 2.5.6.A. or 2.5.6.B., the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.
- G.** In the event it becomes necessary for service to be discontinued to a Customer for nonpayment, a written notice, in accordance with state rules or laws, will be given advising the Customer of the amount due and the date by which the same must be paid. If the Customer fails to pay or make suitable arrangements for payment by said due date, the Company may suspend the service or discontinue the service and remove any or all of its equipment from the Customer's premises.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.7 Cancellation of Application for Service

- A.** Should a Customer cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B.** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced.
- C.** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D.** The special charges described in 2.5.7.A. through 2.5.7.C. will be calculated and applied on a case-by-case basis.

2.5.8 Changes in Service Requested

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

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 General

- A.** A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this rate sheet.
- B.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative or when the interruption is discovered by the Company, whichever comes first and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C.** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service, (Cont'd.)

2.6.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A.** Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;
- B.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C.** Due to circumstances or causes beyond the reasonable control of the Company;
- D.** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the service.
- F.** 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.** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H.** That was not reported to the Company within thirty (30) days of the date that service was affected.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service, (Cont'd.)

2.6.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.6.4 Application of Credits for Interruptions in Service

- A.** Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B.** For calculating credit allowances, every month is considered to have thirty (30) days.
- C.** A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.
- D.** A credit allowance of one day's service will be provided for an interruption of service of 8 hours or more in a continuous 24 hour period.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.7 Use of Customer's Service by Others

2.7.1 Joint Use Arrangements

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

2.8 Cancellation by Customer

Customers may cancel service verbally or in writing. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.9 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.9.1 Termination Liability

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

- A.** all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B.** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C.** all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.10 Transfers and Assignments

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

2.10.1 to any subsidiary, parent company or affiliate of the Company; or

2.10.2 pursuant to any sale or transfer of substantially all the assets of the Company; or

2.10.3 pursuant to any financing, merger or reorganization of the Company.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.11 Customer Liability for Unauthorized Use of the Network

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

2.11.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A.** The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B.** A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.
- C.** The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D.** The Customer is responsible for payment of all charges for Company calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless authorized use is due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.12 Notices and Communications

- 2.12.1** 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 the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.12.2** 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.
- 2.12.3** Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.12.4** 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.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.13 Taxes, Fees and Surcharges

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes, fees and surcharges are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

2.13.1 911 Service Surcharge

All Customers will be assessed a per line surcharge to support the local E911 Service Programs. This surcharge will appear as a separate line item on the Customer's bill. The amount of the surcharge will be equal to the per line assessment paid by the Company as determined by local jurisdictional assessments rounded up to the nearest whole cent, and may vary from time to time as required by Colorado law, Commission rules or local jurisdiction requirements.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 2 - REGULATIONS, (CONT'D.)

2.14 Miscellaneous Provisions

2.14.1 Telephone Number Changes

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

2.14.2 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 3 - SERVICE AREAS

3.1 Exchange Service Areas

An exchange is a geographically defined area established by the Commission for the administration of telecommunication services. Exchange service areas are listed below with their local calling areas. Maps for all exchanges are incorporated by reference to Qwest's Colorado PUC Tariff No. 23 Exchange Maps.

3.1.1 List of Exchange Areas and Exchange, Wire Center Included in the Local Calling Area

Listed below is a chart indicating the exchange areas and the additional localities outside of the exchange that Customers can call without a toll charge. Localities could include other exchanges or specific wire centers within an exchange. Customers may have to use the direct dialing code of 1+ to place calls within their local calling area.

The 303/720 Local Calling Area, hereinafter referred to as, the "Greater Denver LCA", consists of the following exchanges: Allenspark, Arvada, Aurora, Bailey, Boulder, Brighton, Broomfield, Castle Rock, Central City, Coal Creek Canyon, Deckers, Denver, Elbert, Elizabeth, Englewood, Erie, Evergreen, Fort Lupton, Frederick, Georgetown, Golden, Hudson, Idaho Springs, Keenesburg, Kiowa, Lafayette-Louisville, Lakewood, Littleton, Longmont, Lookout Mountain, Lyons, Morrison, Nederland, Parker, Sullivan, Ward; Byers and Deer Trail wire centers of Bijou Telephone Co-op Association, Inc.; Bennett wire center of Eastern Slope Rural Telephone Association, Inc.; Strasburg wire center of Strasburg Telephone Company, Inc.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 3 - SERVICE AREAS, (CONT'D.)

3.1 Exchange Service Areas, (Cont'd.)

3.1.1 List of Exchange Areas and Exchange or Wire Center Included in the Local Calling Area, (Cont'd.)

EXCHANGE AREA	EXCHANGE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Aguilar	Trinidad, Walsenburg; Branson and Weston wire centers of CenturyTel of Eagle
Alamosa	Del Norte, Monte Vista, South Fork; Blanca wire center of Blanca Telephone Company; Crestone and Mosca wire centers of Columbine Telephone Company; Antonito, Center, Creede, La Jara, Manassa and San Luis wire centers of CenturyTel of Eagle
Allenspark	Greater Denver LCA, Estes Park, Mead
Aspen	Basalt, Carbondale, Glenwood Springs
Bailey	Greater Denver LCA, Fairplay, Woodland Park wire center of the Colorado Springs Exchange
Basalt	Aspen, Carbondale, Glenwood Springs
Bayfield	Durango, Silverton; Allison, Pagosa Springs, Pagosa West wire centers of CenturyTel of Colorado; Ignacio wire center of CenturyTel of Eagle
Berthoud	Eaton-Ault, Estes Park, Fort Collins, Gilcrest, Greeley, Johnstown-Milliken, Lasalle, Longmont, Loveland, Mead, Platteville, Windsor; Nunn wire center of the Nunn Telephone Company

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 3 - SERVICE AREAS, (CONT'D.)

3.1 Exchange Service Areas, (Cont'd.)

3.1.1 List of Exchange Areas and Exchange or Wire Center Included in the Local Calling Area, (Cont'd.)

EXCHANGE AREA	EXCHANGE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Boulder	Greater Denver LCA
Breckenridge	Dillon, Fairplay, Leadville, Vail
Brighton	Greater Denver LCA; Roggen wire center of Roggen Telephone Cooperative Company
Broomfield	Greater Denver LCA
Brush	Fort Morgan, Hillrose, Sterling, Weldona; Willard wire center of Willard Cooperative Telephone Company; Woodrow wire center of Eastern Slope Rural Telephone Association; Akron wire center of CenturyTel of Eagle
Buena Vista	Fairplay, Leadville, Salida; Hartsel wire center of South Park Telephone Company
Calhan	Peyton, Air Force Academy, Black Forest, East, Gatehouse, Main, Pikeview and Security wire centers of the Colorado Springs Exchange; Simla wire center of Big Sandy Telecommunications, Inc.
Canon City	Florence; Main, Sunset, Vineland and West wire centers of the Pueblo Exchange; Howard, Pike Trails and Westcliffe wire centers of CenturyTel of Eagle

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 3 - SERVICE AREAS, (CONT'D.)

3.1 Exchange Service Areas, (Cont'd.)

3.1.1 List of Exchange Areas and Exchange or Wire Center Included in the Local Calling Area, (Cont'd.)

EXCHANGE AREA	EXCHANGE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Carbondale	Aspen, Basalt, Glenwood Springs, New Castle, Parachute, Rifle, Silt
Castle Rock	Greater Denver LCA
Central City	Greater Denver LCA
Coal Creek Canyon	Greater Denver LCA
Colorado Springs	<u>Exceptions</u> Air Force Academy wire center of the Colorado Springs Exchange Calhan, Peyton Black Forest wire center of the Colorado Springs Exchange Calhan, Peyton, El Paso wire center of El Paso County Telephone Company, Simla wire center of Big Sandy Telecommunications, Inc.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 3 - SERVICE AREAS, (CONT'D.)

3.1 Exchange Service Areas, (Cont'd.)

3.1.1 List of Exchange Areas and Exchange or Wire Center Included in the Local Calling Area, (Cont'd.)

EXCHANGE AREA	EXCHANGE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Colorado Springs, (Cont'd.)	East, Gatehouse, Main, and Pikeview centers of the Colorado Springs Exchange Calhan, Cripple Creek-Victor, Peyton; El Paso and Rush wire centers of El Paso County wire Telephone Company; Simla wire center of Big Sandy Telecommunications, Inc., Lake George wire center of CenturyTel of Eagle Green Mountain Falls and Manitou Springs wire centers of the Colorado Springs Exchange Cripple Creek-Victor; Lake George wire center of CenturyTel of Eagle Security wire center of the Colorado Springs Exchange Calhan, Cripple Creek-Victor, Peyton; El Paso and Rush wire centers of El Paso County Telephone Company; Lake George wire center of CenturyTel of Eagle Woodland Park wire center of the Colorado Springs Exchange Bailey, Cripple Creek-Victor, Deckers; Lake George wire center of CenturyTel of Eagle

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 3 - SERVICE AREAS, (CONT'D.)

3.1 Exchange Service Areas, (Cont'd.)

3.1.1 List of Exchange Areas and Exchange or Wire Center Included in the Local Calling Area, (Cont'd.)

EXCHANGE AREA	EXCHANGE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Cortez	Durango, Mancos; Mesa Verde; Rico wire center of Rico Telephone Company; Pleasant View wire center of Farmers Telephone Co., Inc; Dolores and Dove Creek wire centers of CenturyTel of Eagle
Craig	Hayden, Meeker; Oak Creek, Steamboat Springs, Yampa; Dinosaur, Maybell and Rangely wire centers of CenturyTel of Eagle
Crested Butte	Gunnison, Montrose; Arrowhead wire center of the Nucla-Naturita Telephone Company
Cripple Creek - Victor	Fairplay; East, Gatehouse, Green Mountain Falls, Main, Manitou Springs, Pikeview, Security and Woodland Park wire centers of Colorado Springs Exchange; Lake George and Pike Trails wire centers of CenturyTel of Eagle
De Beque	Fruita, Grand Junction, Palisade, Parachute; Collbran and Mesa wire centers of CenturyTel of Eagle
Deckers	Greater Denver LCA; Fairplay; Woodland Park wire center of the Colorado Springs Exchange
Del Norte	Alamosa, Monte Vista; Center, Creede and Saguache wire centers of CenturyTel of Eagle

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 3 - SERVICE AREAS, (CONT'D.)

3.1 Exchange Service Areas, (Cont'd.)

3.1.1 List of Exchange Areas and Exchange or Wire Center Included in the Local Calling Area, (Cont'd.)

EXCHANGE AREA	EXCHANGE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Delta	Fruita, Grand Junction, Montrose, Olathe; Cedaredge, Crawford, Eckert, Hotchkiss, Paonia and Somerset wire centers of Delta County Co-op Telephone Company
Dillon	Breckenridge, Fairplay, Georgetown, Kremmling, Leadville, Vail
Durango	Bayfield, Cortez, Mancos, Mesa Verde; Silverton; Allison, Marvel, Pagosa Springs, Pagosa West wire centers of CenturyTel of Colorado, Dolores and Ignacio wire centers of CenturyTel of Eagle
Eaton-Ault	Berthoud, Estes Park, Fort Collins, Gilcrest, Greeley, Johnstown-Milliken, La Salle, Loveland, Mead, Platteville, Windsor; Nunn wire center of the Nunn Telephone Company; Briggsdale and Grover wire centers of Wiggins Telephone Association

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 3 - SERVICE AREAS, (CONT'D.)

3.1 Exchange Service Areas, (Cont'd.)

3.1.1 List of Exchange Areas and Exchange or Wire Center Included in the Local Calling Area, (Cont'd.)

EXCHANGE AREA	EXCHANGE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Elbert	Greater Denver LCA
Elizabeth	Greater Denver LCA
Erie	Greater Denver LCA
Estes Park	Allenspark, Berthoud, Eaton-Ault, Fort Collins, Gilcrest, Greeley, Johnston-Milliken, La Salle, Loveland, Lyons, Mead, Platteville, Windsor; Nunn wire center of the Nunn Telephone Company
Evergreen	Greater Denver LCA
Fairplay	Bailey, Breckenridge, Buena Vista, Cripple Creek, Deckers, Dillon; Hartsel wire center of South Park Telephone Company; Lake George and Pike Trails wire centers of CenturyTel of Eagle
Florence	Canon City; Main, Sunset, Vineland and West wire centers of the Pueblo Exchange; Westcliffe wire center of CenturyTel of Eagle

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 3 - SERVICE AREAS, (CONT'D.)

3.1 Exchange Service Areas, (Cont'd.)

3.1.1 List of Exchange Areas and Exchange or Wire Center Included in the Local Calling Area, (Cont'd.)

EXCHANGE AREA	EXCHANGE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Fort Collins	Berthoud, Eaton-Ault, Estes Park, Gilcrest, Greeley, Johnstown-Milliken, La Salle, Loveland, Mead, Platteville, Windsor; Nunn wire center of the Nunn telephone Company; Red Feather Lakes and Walden wire centers of CenturyTel of Eagle
Fort Lupton	Greater Denver LCA, Platteville
Fort Morgan	Brush, Hillrose, Sterling, Weldona; Woodrow wire center of Eastern Slope Rural Telephone Association; New Raymer and Wiggins wire centers of Wiggins Telephone Association; Stoneham wire center of Stoneham Cooperative Telephone Company; Willard wire center of Willard Cooperative Telephone Company; Akron wire center of CenturyTel of Eagle
Fraser	Granby, Grand Lake, Hot Sulphur Springs, Kremmling
Frederick	Greater Denver LCA
Fruita	De Beque, Delta, Grand Junction, Montrose, Olathe, Palisade, Parachute

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 3 - SERVICE AREAS, (CONT'D.)

3.1 Exchange Service Areas, (Cont'd.)

3.1.1 List of Exchange Areas and Exchange or Wire Center Included in the Local Calling Area, (Cont'd.)

EXCHANGE AREA	EXCHANGE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Georgetown	Greater Denver LCA, Dillon
Gilcrest	Berthoud, Eaton-Ault, Estes Park, Fort Collins, Gilcrest, Greeley, Johnstown-Milliken, La Salle, Loveland, Mead, Platteville, Windsor; Nunn wire center of the Nunn Telephone Company
Glenwood Springs	Aspen, Basalt, Carbondale, New Castle, Parachute, Rifle, Silt; Gypsum, Eagle and McCoy wire centers of CenturyTel of Eagle
Granby	Fraser, Grand Lake, Hot Sulphur Springs, Kremmling
Grand Junction	De Beque, Delta, Fruita, Montrose, Olathe, Palisade, Parachute; Gateway, Nucla-Naturita and Paradox wire centers of Nucla-Naturita Telephone Company; Cedaredge, Crawford, Eckert, Hotchkiss, Paonia and Somerset wire centers of Delta County Co-op Telephone Company, Collbran and Mesa wire centers of CenturyTel of Eagle
Grand Lake	Fraser, Granby, Hot Sulphur Springs, Kremmling

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 3 - SERVICE AREAS, (CONT'D.)

3.1 Exchange Service Areas, (Cont'd.)

3.1.1 List of Exchange Areas and Exchange or Wire Center Included in the Local Calling Area, (Cont'd.)

EXCHANGE AREA	EXCHANGE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Greeley	Berthoud, Eaton-Ault, Estes Park, Fort Collins, Gilcrest, Hudson, Johnstown-Milliken, Keenesburg, La Salle, Loveland, Mead, Platteville, Weldona, Windsor; Roggen wire center of Roggen Telephone Cooperative Company; Nunn wire center of the Nunn Telephone Company; Briggsdale, Grover, New Raymer and Wiggins wire centers of Wiggins Telephone Association; Stoneham wire center of Stoneham Cooperative Telephone Company
Gunnison	Crested Butte, Montrose; Lake City wire center of CenturyTel of Eagle, Arrowhead wire center of the Nucla-Naturita Telephone Company
Hayden	Craig, Oak Creek, Steamboat Springs, Yampa
Hillrose	Brush, Fort Morgan, Sterling, Weldona; Willard wire center of Willard Cooperative Telephone Company; Akron wire center of CenturyTel of Eagle
Hot Sulphur Springs	Fraser, Granby, Grand Lake, Kremmling
Hudson	Greater Denver LCA, Greeley, La Salle
Idaho Springs	Greater Denver LCA

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 3 - SERVICE AREAS, (CONT'D.)

3.1 Exchange Service Areas, (Cont'd.)

3.1.1 List of Exchange Areas and Exchange or Wire Center Included in the Local Calling Area, (Cont'd.)

EXCHANGE AREA	EXCHANGE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Johnstown-Milliken	Berthoud, Eaton-Ault, Estes Park, Fort Collins, Gilcrest, Greeley, La Salle, Loveland, Mead, Platteville, Windsor; Nunn wire center of the Nunn Telephone Company
Julesburg	Sterling; Crook wire center of Haxtun Telephone Company
Keenesburg	Greater Denver LCA, Greeley, La Salle; Roggen wire center of Roggen Telephone Cooperative Company
Kiowa	Greater Denver LCA
Kremmling	Dillon, Fraser, Granby, Grand Lake, Hot Sulphur Springs
Lafayette-Louisville	Greater Denver LCA
La Salle	Berthoud, Eaton-Ault, Estes Park, Fort Collins, Gilcrest, Greeley, Hudson, Johnstown-Milliken, Keenesburg, La Salle, Loveland, Mead, Platteville, Windsor; Nunn wire center of the Nunn Telephone Company
Leadville	Breckenridge, Buena Vista, Dillon, Salida, Vail
Limon	Arriba, Genoa, Hugo, and Karval wire centers of Eastern Slope Rural Telephone Association, Simla wire center of Big Sandy Telecommunications, Inc.; Agate wire center of Agate Mutual Telephone Company
Longmont	Berthoud, Greater Denver LCA, Mead, Platteville

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 3 - SERVICE AREAS, (CONT'D.)

3.1 Exchange Service Areas, (Cont'd.)

3.1.1 List of Exchange Areas and Exchange or Wire Center Included in the Local Calling Area, (Cont'd.)

EXCHANGE AREA	EXCHANGE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Lookout Mountain	Greater Denver LCA
Loveland	Berthoud, Eaton-Ault, Estes Park, Fort Collins, Gilcrest, Greeley, Johnstown-Milliken, La Salle, Mead, Platteville, Windsor; Nunn wire center of the Nunn Telephone Company
Lyons	Greater Denver LCA, Estes Park, Mead
Mancos	Cortez, Durango, Mesa Verde; Dolores wire center of CenturyTel of Eagle
Mead	Allenspark, Berthoud, Eaton-Ault, Estes Park, Fort Collins, Gilcrest, Greeley, Johnston-Milliken, La Salle, Longmont, Loveland, Lyons, Platteville, Windsor; Nunn wire center of the Nunn Telephone Company
Meeker	Craig; Dinosaur, Maybell and Rangely wire centers of CenturyTel of Eagle
Mesa Verde	Cortez, Durango, Mancos; Rico wire center of Rico Telephone Company; Pleasant View wire center of Farmers Telephone Co., Inc; Dolores and Dove Creek wire centers of CenturyTel of Eagle

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 3 - SERVICE AREAS, (CONT'D.)

3.1 Exchange Service Areas, (Cont'd.)

3.1.1 List of Exchange Areas and Exchange or Wire Center Included in the Local Calling Area, (Cont'd.)

EXCHANGE AREA	EXCHANGE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Monte Vista	Alamosa, Del Norte; Mosca wire center of Columbine Telephone Company; Center, Creede, La Jara and Saguache wire centers of CenturyTel of Eagle
Montrose	Crested Butte, Delta, Fruita, Grand Junction, Gunnison, Olathe, Ouray, Ridgway, Silverton, Telluride; Norwood wire center of CenturyTel of Eagle, Arrowhead, Nucla-Naturita and Paradox wire centers of Nucla-Naturita Telephone Company
Morrison	Greater Denver LCA
Nederland	Greater Denver LCA
New Castle	Carbondale, Glenwood Springs, Parachute, Rifle, Silt
Oak Creek	Craig, Hayden, Steamboat Springs, Yampa
Olathe	Delta, Fruita, Grand Junction, Montrose
Ouray	Montrose, Ridgway, Silverton, Telluride

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 3 - SERVICE AREAS, (CONT'D.)

3.1 Exchange Service Areas, (Cont'd.)

3.1.1 List of Exchange Areas and Exchange or Wire Center Included in the Local Calling Area, (Cont'd.)

EXCHANGE AREA	EXCHANGE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Palisade	De Beque, Fruita, Grand Junction, Parachute, Collbran and Mesa wire centers of CenturyTel of Eagle
Parachute	Carbondale, De Beque, Fruita, Glenwood Springs, Grand Junction, New Castle, Palisade, Rifle, Silt
Parker	Greater Denver LCA
Peyton	Calhan; Air Force Academy, Black Forest, East, Gatehouse, Main, Pikeview, and Security wire centers of Colorado Springs Exchange; Simla wire center of Big Sandy Telecommunications, Inc.
Platteville	Berthoud, Eaton-Ault, Estes Park, Fort Collins, Fort Lupton, Gilcrest, Greeley, Johnstown-Milliken, La Salle, Longmont, Loveland, Mead, Windsor; Nunn wire center of the Nunn Telephone Company
Pueblo	
Avondale wire center of the Pueblo exchange	Walsenburg; Fowler, Gardner, Manzanola and Ordway wire centers of CenturyTel of Eagle
Main, Sunset, Vineland and West wire centers of the Pueblo Exchange	Canon City, Florence, Walsenburg; Beulah wire center of Pine Drive Telephone Company; Colorado City and Rye wire centers of Rye Telephone Company; Fowler, Gardner, Manzanola, and Ordway wire centers of CenturyTel of Eagle

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 3 - SERVICE AREAS, (CONT'D.)

3.1 Exchange Service Areas, (Cont'd.)

3.1.1 List of Exchange Areas and Exchange or Wire Center Included in the Local Calling Area, (Cont'd.)

EXCHANGE AREA	EXCHANGE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Ridgway	Montrose, Ouray, Silverton, Telluride; Norwood wire center of CenturyTel of Eagle
Rifle	Carbondale, Glenwood Springs, New Castle, Parachute, Silt
Salida	Buena Vista, Leadville; Howard and Saguache Wire centers of CenturyTel of Eagle
Silt	Carbondale, Glenwood Springs, New Castle, Parachute, Rifle
Silverton	Bayfield, Durango, Montrose, Ouray, Ridgway
Steamboat Springs	Craig, Hayden, Oak Creek, Yampa; Walden wire center of CenturyTel of Eagle
Sterling	Brush, Fort Morgan, Hillrose, Julesburg; Crook, Fleming and Haxtun wire centers of Haxtun Telephone Company; Akron wire center of CenturyTel of Eagle; Peetz wire center of Peetz Cooperative Telephone Company; Stoneham wire center of Stoneham Cooperative Telephone Company; Willard Wire center of Willard Cooperative Telephone Company; New Raymer wire center of Wiggins Telephone Association; Holyoke wire center of the Phillips County Telephone Company; Otis wire center of CenturyTel of Eagle

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 3 - SERVICE AREAS, (CONT'D.)

3.1 Exchange Service Areas, (Cont'd.)

3.1.1 List of Exchange Areas and Exchange or Wire Center Included in the Local Calling Area, (Cont'd.)

EXCHANGE AREA	EXCHANGE OR WIRE CENTER INCLUDED IN THE LOCAL CALLING AREA
Telluride	Montrose, Ouray, Ridgeway, Rico wire center of Rico Telephone Company; Norwood wire center of CenturyTel of Eagle
Trinidad	Aguilar, Walsenburg; Kim wire center of Rye Telephone Company; Branson and Weston wire centers of CenturyTel of Eagle
Vail	Breckenridge, Dillon; Leadville; Gypsum, Edwards, Eagle and McCoy wire centers of CenturyTel of Eagle
Walsenburg	Aguilar, Trinidad, Pueblo; Gardner and La Veta wire centers of CenturyTel of Eagle
Ward	Greater Denver LCA
Weldona	Brush, Fort Morgan, Greeley, Hillrose; Wiggins wire center of Wiggins Telephone Association
Windsor	Berthoud, Eaton-Ault, Estes Park, Fort Collins, Gilcrest, Greeley, Johnstown-Milliken, La Salle, Loveland, Mead, Platteville, Windsor; Nunn wire center of the Nunn Telephone Company
Yampa	Craig, Hayden, Oak Creek, Steamboat Springs

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 4 - SERVICE CHARGES AND SURCHARGES

4.1 Service Order and Change Charges

4.1.1 Non-recurring charges apply to processing Service Orders for new service and for changes in service.

Primary Line Connection Charge: Applies to requests for initial connection or establishment of telephone service with the Company.

Secondary Line Connection Charge: Applies to installation of a second or additional access line.

Conversion Charge: Applies when converting service “as-is” from the incumbent LEC.

Service Order Charge: Applies to connection of new lines and to services orders associated with Customer requests for changes in service, moves, and the addition of services, including the additional of calling features.

4.1.2 Rates

	<u>Business</u>
Line Connection Charge	
Primary Line	\$54.00
Secondary Line	\$54.00
Conversion Charge	
Primary Line	\$9.99
Secondary Line	\$4.99
Service Order Charge	
Moves/Charge in type	\$25.00
Change of Number Charge	\$13.50

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.2 Premises Visit Charge

Premises Visit charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises.

Premises Visit Charge	<u>M-F, 8-5</u>	<u>M-F, other than 8-5, and Sat</u>	<u>Sunday and Holidays</u>
Initial 15 minute increment or fraction thereof	\$65.00	\$70.00	\$75.00
Each additional 15 minutes or fraction thereof	\$25.00	\$25.00	\$30.00

4.3 Restoral Charge

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

Per occasion, per line: \$40.00

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.4 Carrier Presubscription

4.4.1 General

Within the original 30 days of new service, a Customer may change his or her interLATA and/or intraLATA long distance carrier at no charge. After this thirty day period, the Customer must place a service order each time there is a change in either the interLATA or intraLATA long distance carrier associated with the Customer's line after the initial installation of service. If the Customer changes the interLATA and the intraLATA carrier on the same order, only one service order charge will be assessed.

4.4.2 Rates and Charges

After a Customer's initial selection for a long distance carrier as detailed in Paragraph 4.4.1 above, for any change thereafter, a Primary Interexchange Carrier Change Charge, as set below will apply.

Nonrecurring Charges

<u>PIC change</u>	<u>Manual Order</u>	<u>Electronic Order</u>
IntraLATA		
Per Line, Trunk or Port	\$5.50	\$1.25
InterLATA		
Per Line, Trunk or Port	\$5.50	\$1.25
Combined IntraLATA & InterLATA		
Per Line, Trunk or Port	\$2.75	\$0.63

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 5 - LOCAL EXCHANGE SERVICE

5.1 General

Local exchange service is offered to business Customers on a presubscription basis from equal access originating end offices only. Service is provided on a term basis only. Unless otherwise specified, the minimum term is one (1) year. Rates for service may vary by call type and/or term commitment. Usage rates, per call charges and monthly fees may apply. In addition, applicable Service Order and other non-recurring charges may apply. Call timing is defined in the description for each service. Service is available 24 hours a day, 7 days a week. Service is available where technically feasible and where facilities permit.

5.1.1 Charges Based on Duration of Use

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

- A.** Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- B.** Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C.** Timing terminates on all calls when the calling party hangs up or the Company network receives an off-hook signal from the terminating carrier.
- D.** Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E.** All times refer to local time.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.1 General, (Cont'd.)

5.1.2 Basic Local Exchange Service

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

- A.** receive calls from other stations on the public switched telephone network;
- B.** access the Company Local Calling Services and other Services as set forth in this tariff;
- C.** access interexchange calling services of the Company and of other carriers;
- D.** access (at no additional charge) to Company operators and business office for service related assistance;
- E.** access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- F.** access relay services for the hearing and/or speech impaired.

Basic 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 switch. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual line Business Basic Local Exchange Service is comprised of exchange access lines defined as follows:

Exchange Access Line - The service central office line equipment and all the Company plant 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 Customer.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.2 Local Service Plans

5.2.1 EnTele-Voice Economy (Measured Service)

A. Description

The EnTele-Voice Economy plan includes the following bundle of services:

- Basic Local Exchange Service, which includes local calling at \$0.05 per minute for the initial minute, or fraction thereof and \$0.02 for the subsequent minute or fraction thereof.
- Standard features include the following (unless otherwise requested):

700 Block	Directory Assistance Block
900/976 Block	Operator Assisted Call Block
Collect Call Block	International Call Block

B. Rates

Monthly Recurring	<u>Business</u> \$18.53
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COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.2 Local Service Plans, (Cont'd.)

5.2.2 EnTele-Voice Essential

A. Description

The EnTele-Voice Essential plan includes the following bundle of services:

- Unlimited local calling
- A combination of the following features per line for a monthly recurring charge of \$3.50 per feature

Caller ID (Number Only)	Call Waiting
Caller ID Deluxe (Name and Number)	Call Waiting ID
Call Forwarding/Don't Answer	Ring Master/Distinctive Ring
Call Forwarding/Busy Line	Three Way Calling
Call Forward/Variable	Hunting
Remote Access to Call Forwarding	Call Block (*60)
Speed Calling 8*	Call Return (*69)
Speed Calling 30*	Repeat Dialing (*66)
Anonymous Call Rejection	

- Standard features include the following (unless otherwise requested):

700 Block	Directory Assistance Block
900/976 Block	Operator Assisted Call Block
Collect Call Block	International Call Block

*Not regulated.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.2 Local Service Plans, (Cont'd.)

5.2.2 EnTele-Voice Essential, (Cont'd.)

B. Rates

Monthly Recurring

Business
\$35.02

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.2 Local Service Plans, (Cont'd.)

5.2.3 EnTele-Voice Encompass

A. Description

The EnTele-Voice Encompass service plan includes the following bundle of services:

- Unlimited local calling
- Any three of the features below for no additional charge:

Caller ID (Number Only)	Call Waiting
Caller ID Deluxe (Name and Number)	Call Waiting ID
Call Forwarding/Don't Answer	Ring Master/Distinctive Ring
Call Forwarding/Busy Line	Three Way Calling
Call Forward/Variable	Hunting
Remote Access to Call Forwarding	Call Block (*60)
Speed Calling 8*	Call Return (*69)
Speed Calling 30*	Repeat Dialing (*66)
Anonymous Call Rejection	
- Standard features include the following (unless otherwise requested):

700 Block	Directory Assistance Block
900/976 Block	Operator Assisted Call Block
Collect Call Block	International Call Block

*Not regulated.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 5 - LOCAL EXCHANGE SERVICE, (CONT'D.)

5.2 Local Service Plans, (Cont'd.)

5.2.3 EnTele-Voice Encompass, (Cont'd.)

B. Rates

Monthly Recurring

Business
\$47.00

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 6 - SUPPLEMENTAL SERVICES

6.1 Optional Calling Features

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

6.1.1 Feature Descriptions

Anonymous Call Rejection - Gives the Customer the ability to prevent future calls from specific telephone numbers and can be activated after receipt of an unwanted call or after entering a telephone number from which the calling party does not wish to receive future calls. The screening list holds a maximum of fifteen (15) numbers.

Call Block (*60) – Automatically rejects calls from a specified list of numbers or from the incoming number.

Call Forwarding - Allows incoming calls forwarded to be forwarded to another line specified by the Customer by dialing a code and the telephone number to which the calls will be forwarded.

Call Forwarding Don't 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 Line - Automatically routes incoming calls to a predetermined telephone number when the called line is busy.

Call Return (*69) - Automatically redials the last incoming call.

Call Trace (*57) - Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only.

Call Waiting / Call Waiting with Caller ID - Allows the Customer engaged in a call to receive a tone signal indicating a second call is waiting, and by operation of the switchhook to place the first call on hold and answer the waiting call. Call Waiting with Caller ID provides Call Waiting service with the display of Caller ID information for the call that is waiting.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.1 Optional Calling Features, (Cont'd.)

6.1.1 Feature Descriptions, (Cont'd.)

Caller ID-Number Only - Provides for the display of the calling party telephone number on Caller ID compatible Customer premises equipment.

Caller ID Name and Number - Provides for the display of the calling party name and telephone number on Caller ID compatible Customer premises equipment.

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

Remote Access to Call Forwarding - Permits the customer who also subscribes to Call Forwarding with the ability to activate, deactivate or change Call Forwarding from a remote location. Remote Access to Call Forwarding can only be accessed from a Dual Tone Multi-Frequency (DTMF) telephone which has a full set of characters, including "*" and "#". All charges incurred to access the remote number will be billed appropriately.

Repeat Dialing (*66) - Automatically redials a busy number for up to 30 minutes until line is available.

Ring Master/Distinctive Ring - Allows a Customer to have up to two separate telephone numbers (one main and one additional number) associated with one local exchange access line. Each telephone numbers has a distinctive ring on incoming calls for identification purposes.

Speed Calling* - Allows the Customer to dial an abbreviated code to originate a call to a list of programmed telephone numbers.

Three-Way Calling - Allows the Customer to add a third party to an existing conversation.

* Not regulated.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.1 Optional Calling Features, (Cont'd.)

6.1.2 Rates

A. Features Offered on a Monthly Basis

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines that will have access to the feature.

<u>Feature</u>	<u>Monthly Rate</u>
Anonymous Call Rejection	\$6.00
Call Block (*60)	\$3.50
Call Forwarding/Don't Answer	\$4.00
Call Forwarding/Busy Line	\$3.00
Call Forward/Variable	\$6.00
Call Return (*69)	\$5.50
Call Waiting	\$8.00
Call Waiting ID	\$3.50
Caller ID (Number Only)	\$10.00
Caller ID Deluxe (Name and Number)	\$10.00
Hunting	\$8.35
Remote Access to Call Forwarding	\$9.00
Ring Master/Distinctive Ring	\$7.45
Speed Calling 8*	\$4.50
Speed Calling 30*	\$5.50
Three Way Calling	\$6.00
Repeat Dialing (*66)	\$4.50

*Not regulated.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.1 Optional Calling Features, (Cont'd.)

6.1.2 Rates, (Cont'd.)

B. Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Business line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer.

<u>Feature</u>	<u>Per Use</u>
Call Return	\$0.95
Call Trace	\$1.00
Three Way Calling	\$0.95
Repeat Dialing	\$0.95

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.3 Operator Services

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Person-to-Person - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

Third Party Billed - 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.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.3 Operator Services, (Cont'd.)

6.3.1 Local Usage Charges

Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call.

6.3.2 Per Call Service Charges

Customer Dialed Calling Card	\$0.30
Operator Dialed Calling Card	\$1.13
Operator Assisted	
Collect	\$1.85
3rd Party Billed	\$1.51
Person-to-Person	\$3.00

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.4 Busy Line Verification and Emergency Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists, requests interruption and the call has already been verified as busy.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

6.4.1 Rates

Busy Line Verification, per request:	\$1.25
Busy Line Interrupt, per request:	\$2.00

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.5 Directory Listing Service

6.5.1 General

The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Listing services are available with all classes of main telephone exchange service.

6.5.2 Listings

A. Primary Listing

One listing, termed the primary listing, is included with each exchange access line or each joint user service.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.5 Directory Listing Service, (Cont'd.)

6.5.2 Listings, (Cont'd.)

B. Additional Listings

Additional listings may be the listings of individual names of those entitle to use the customer's service or, for business, Commissions, Divisions, Trade names, etc.

In connection with business service, regular additional listings are available only in the names of Authorized Users of the Customer's service.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings. However, when it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing will be permitted under the address of a branch exchange, Centrex or extension of an exchange service line installed on the premises of the Customer, but at an address different from that of the attendant position of main service.

Special types of additional listings, such as Alternate, Alpha and Informational, Duplicate and Reference Listings, Foreign Listings, etc. take the same business classification as the service with which such listings are furnished.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.5 Directory Listing Service, (Cont'd.)

6.5.2 Listings, (Cont'd.)

C. Nonpublished Service

The telephone numbers of nonpublished service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public.

Non published information may be released to emergency service providers, to customers who subscribe to Company offerings which require the information to provide service and/ or bill their clients, or, to telephone customers who are billed for calls placed to or from nonpublished numbers and to entities which collect for the billed services. Nonpublished names and/or telephone numbers may also be delivered to customers on a call-by-call basis.

Incoming calls to nonpublished service 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 the calling party may present, except claims of emergencies involving life and death. In such cases, the Company will call the non-published number and request permission to make an immediate connection to the calling party.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.5 Directory Listing Service, (Cont'd.)

6.5.2 Listings, (Cont'd.)

D. Nonlisted Service

Non-listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will only complete calls to a nonlisted number, if requested by a caller, during the course of a directory assistance call completion service.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonlisted service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

6.5.3 Monthly Rates

	<u>Monthly Rate</u>
Additional Listings	\$6.00
Nonlisted Service	\$2.00
Nonpublished Service	\$3.00

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 6 - SUPPLEMENTAL SERVICES, (CONT'D.)

6.6 N-1-1 Abbreviated Dialing Codes

6.6.1 Description

6.6.1.A Abbreviated dialing codes enable callers to connect to a location in the phone network that otherwise would be accessible only via a seven or ten-digit telephone number. The network must be pre-programmed to translate the three-digit code into the appropriate seven or ten-digit telephone number and route the call accordingly. For N-1-1 codes, the first digit can be any digit other than 1 or 0 and the last two digits are both 1.

6.6.1.B The following N-1-1 abbreviated dialing codes were assigned for specific uses by FCC Decision Nos. 97-51 and 00-256, issued in CC Docket 92-105:

- 211 - Community Information and Referral Services
- 311 - Non-Emergency Governmental Services
- 511 - Traffic and Transportation Information
- 711 - Telecommunications Relay Service
- 811 - Advanced Notice of Excavating Activities
- 911 - Emergency Service

6.6.2 Terms and Conditions

6.6.2.A The offering of these abbreviated dialing codes can be delivered via regular exchange access lines (by individual business line, residential line, PBX trunks, etc.)

6.6.2.B Access to these abbreviated dialing codes is not available through the following dialing arrangements:

- 1+
- 0+, 0- (credit card, third-party billing, collect calls)
- 101XXXX

In addition, operator assisted calls will not be completed.

6.6.2.C The company will provide only the delivery of the calls. The entity that has been granted authorization to use the N-1-1 abbreviated dialing code will be responsible for providing any announcements and services to the callers.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 7 - PROMOTIONS AND OPTIONAL CALLING PLANS

7.1 Promotions - General

From time to time, the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area, and will comply with all applicable Commission regulations. The Company will notify the Commission prior to the effective date of any promotional offering.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 8 - SPECIAL ARRANGEMENTS

8.1 Non-Routine Installation and/or Maintenance

At the Customer's request, installation and/or maintenance may be performed outside Company regular business hours, or (in sole discretion of the Company and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and 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.

8.2 Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for service that vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in the Rate Attachment. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the Customer.

8.2.1 The following information will be included in the summary:

- A.** LATA and type of switch
- B.** The V&H distance from the central office to the Customer's premises
- C.** Service description
- D.** Rates and charges
- E.** Quantity of circuits
- F.** Length of the agreement.

COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 9 - SPECIAL SERVICES AND PROGRAMS

9.1 Access Line Charge for Colorado Low-Income Telephone Assistance Program (LITAP)

The Colorado Low-Income Telephone Assistance Program Access Line Charge will be charged in addition to all recurring Basic Local Exchange Business Service access line charges, and to Public, Semi-Public, and Public Access Line (PAL) lines on a monthly basis, with the exception of (i) state and local governmental bodies; and (ii) those subscribers eligible for the Low-Income Telephone Assistance Program.

Monthly Charge Per Access Line: \$0.03

9.2 High Cost Support Mechanism

Company contributes to the Colorado High Cost Support Mechanism as required under 4 Code of Colorado Regulations 723-2-2840. A surcharge for the High Cost Support Mechanism will appear as a line item on all monthly bills.

Monthly Surcharge: 2.9% (I)

9.3 Telephone Relay Services

Company contributes to the Colorado Telephone Relay System as required under 4 Code of Colorado Regulations 723-2-2820. A surcharge for the Telephone Relay Services will appear as a line item on all monthly bills and is assessed on each line.

Monthly Charge Per Access Line: \$0.20

9.4 911 Emergency Services

Emergency Services (Enhanced 911) allows Customers to reach appropriate emergency services, including: police, fire and hospital medical services. Enhanced 911 Service has the ability to selectively route an emergency Call to the primary 911 provider so that it reaches the correct emergency service located closest to the Caller. In addition, Enhanced 911 Service enables the Customer's address and telephone information to be displayed to the person handling the 911 Call.

The Company will provide access to 911 and E911 services on a toll-free basis, to all Customers in Colorado, either directly or through arrangements with other telecommunications carriers in accordance with 4 CCR 723-29.