

INTERSTATE PRIVATE LINE SERVICES PRICE LIST

TITLE PAGE

INTERSTATE PRIVATE LINE SERVICES PRICE LIST

OF

CORCOM COMMUNICATIONS, INC.

This price list contains descriptions, regulations and rates applicable to the furnishing of Interstate Private Line Services provided by Corcom Communications, Inc. This price list is on file at the Company's principal place of business.

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CHECK SHEET

Original and revised pages, as named below, comprise all changes from the original Price List in effect on the date indicated.

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EXPLANATION OF SYMBOLS

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

- (C) - To signify changed regulation
- (D) - To signify discontinued rate or regulation
- (I) - To signify increase
- (M) - To signify matter relocated without change
- (N) - To signify new rate or regulation
- (R) - To signify reduction
- (S) - To signify reissued matter
- (T) - To signify a change in text but no change in rate or regulation
- (Z) - To signify a correction

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APPLICATION OF PRICE LIST

This price list sets forth the service offerings, rates, terms and conditions applicable to the furnishing of Private Line Services by Corcom Communications, Inc. to Customers within local exchanges. Service is currently offered only to nonresidential Customers.

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SECTION 1 – DEFINITIONS

Certain terms used generally throughout this Price List for the Access services of this Company are defined below.

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

Analog: A transmission method employing a continuous (rather than a pulsed or digital) electrical signal that varies in amplitude or frequency in response to changes of sound, light, position, etc., impressed on a transducer in the sending device.

Application for Service: A standard Company order form which includes all technical and descriptive information which will enable the Company to provide the communication services or facilities, or both, as requested by the applicant and as provided by the Company.

Authorized User: A carrier, person, firm, partnership, association, company, corporation, governmental agency or other entity, which is authorized by the Customer to be connected to the service of the Customer. An Authorized User must be specifically named in the application for service.

Bit: The basic unit in digital communications.

Channel: A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof whether or not by means of single physical facility or route. One 1.544 mbps service is equivalent to 24 channels.

Commission - The Federal Communications Commission or the Public Utility Commission of the State in which service is offered.

Company: Corcom Communications, Inc.

Customer: The carrier, person, firm, partnership, association, company, corporation, governmental agency or other entity, which orders, cancels, amends or uses service and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated: A facility or equivalent system or subsystem set aside for the sole use of a specific Customer.

Digital: A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

Duplex Service: Service that provides for simultaneous transmission in both directions.

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

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SECTION 1 - DEFINITIONS, (CONT'D.)

Facilities: A fixed, mobile, or transportable structure, including (a) all installed electrical and electronic wiring, cabling, and equipment and (b) all supporting structures, such as utility, ground network, and electrical supporting structures provided by the Company and/or its Underlying Carrier(s).

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

Impaired Service: That portion of service provided to a Customer or Authorized User that is temporarily inoperative during such time as the Company has not been notified of such status or has not been given an opportunity to test and repair.

Individual Contract Basis ("ICB"): A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case and the charges for which are contained in a contract executed by the Customer and the Company.

Interrupted Service: That portion of service provided to a Customer or Authorized User of which the Company has been notified of a temporary cessation and given an opportunity to test and repair.

Network: The Company's or Underlying Carrier's transmission facilities, including its fiber optics-based communications system and all other transmission lines and interconnection equipment.

Network Services: The Company's telecommunications services offered on the Company's or its Underlying Carrier's Network.

Node: The Company office where Customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

One-Way Service: Service which provides for transmission in one direction.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

Special Construction: Service configurations specifically designed and constructed at a Customer's request.

Station: A premises or point designated by the Customer at which a Channel terminates and where information originates or terminates.

Two-Way Service: Service which provides for transmission and/or reception to or from a station.

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SECTION 1 - DEFINITIONS, (CONT'D.)

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

DS-3	Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS-1 Services.
Gbps	Gigabits per second; billions of bits per second.
Kbps	Kilobits per second; 1000s of bits per second.
Mbps	Megabits; millions of bits per second.
LAN	Local Area Network.
LATA	Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.
VLAN	Virtual Local Area Network. A network structure that places restrictions on traffic flow to allow geographically distributed users to communicate as if they were on a single physical LAN.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company's service is furnished to a Customer for interstate communications. The Company's service is available twenty-four hours per day, seven days per week. Customers may use services and facilities provided under this price list to obtain access to services offered by other service providers. The Company is responsible under this price list only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its customers.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities, to protect the integrity of its telecommunications network, to meet changing regulatory requirements or when such requirements have a material adverse effect on the feasibility of providing service, as determined by the Company, in its reasonable judgment, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this price list is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

INTERSTATE PRIVATE LINE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.1.3 Terms and Conditions

- A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days' notice. Unless otherwise specified herein, for the purpose of computing charges in this price list, a month is considered to have 30 days. All calculations of dates set forth in this price list shall be based on calendar days, unless otherwise specified herein.
- B. The Customer may be required to enter into written service orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this price list.
- C. Unless otherwise prohibited by law or specified by contract, upon expiration of a term contract, the service term will renew automatically at the same terms and conditions for successive one-year terms unless either party notifies the other 30 days prior to the expiration of the then current term that it wishes to terminate the service. The Company may terminate services if the Customer's material breach hereunder is not corrected within 30 days following written notification thereof. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this price list prior to termination. In the event the Customer terminates service prior to the end of the term or the Company terminates for Customer's breach hereunder, the Customer's termination liability shall be 100% of the monthly recurring charges for the remaining term.

The Company reserves the right to impose termination charges at a higher rate than stated herein if the Company incurs unusually high capital costs to provide services to or remove services from the Customer's location. The Company also reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to terminate service. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

- D. Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

INTERSTATE PRIVATE LINE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.1.3 Terms and Conditions, (Cont'd.)

- E. The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- F. The Customer agrees to operate Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to Section 2.1.3.G. below.
- G. The Customer agrees to return to the Company all Company provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- H. The Company's service may require connection to facilities, terminal equipment or channel derivation devices provided by the Customer. Such facilities, equipment or devices must comply, at all times on a continuing basis, with technical specifications established by the Company. The Company shall have no obligation to install, maintain, repair or operate Customer-provided facilities, equipment or devices. In the event the Company, in responding to a Customer-initiated service call, determines that the cause of such service call is a failure, malfunction or inadequacy of Customer provided facilities, equipment or devices, Customer shall compensate Company for such service call at the Company's then prevailing rates.

INTERSTATE PRIVATE LINE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Liability of the Company

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this price list and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this price list.

- 2.2.1 The liability of the Company, its agents, servants or employees, or any other common carrier that furnishes any portion of Company's service for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company.
- 2.2.2 The Company shall not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors. The Company is not liable or responsible for any act or omission of any other company, firm or business furnishing a service or equipment to a Customer, which service or equipment is related to the services supplied by the Company, but which service or equipment is not provided by the Company.
- 2.2.3 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any Commission, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.2.4 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Liability of the Company, (Cont'd.)

- 2.2.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.2.6 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- 2.2.7 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.2.8 The Company is not liable for any defacement of or damage to the premises of a Customer (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- 2.2.9 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.2.10 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- 2.2.11 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with the Company.
- 2.2.12 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Liability of the Company, (Cont'd.)

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

2.2.14 The Company shall be indemnified and held harmless by the Customer against:

- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted by the Customer of the Company's facilities;
- B. Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the Customer;
- C. All claims of any kind by Customer's end users; and
- D. All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer in connection with any service provided by the Company.

2.3 Notification of Service Affecting Activities

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Provision of Equipment and Facilities

- 2.4.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this price list. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.4.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.
- 2.4.3 Equipment installed at the Customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 2.4.4 Facilities and services may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. When such terminal equipment is used, the equipment shall comply on a continuing basis with technical specifications established by the Company. In the event that the Company, in responding to a Customer-initiated service call determines that the cause of such service call is a failure, malfunction or inadequacy of the Customer-provided equipment, the Customer shall compensate the Company for such service call at the Company's then prevailing rates.
- 2.4.5 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 Price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price list and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
- A. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - B. the reception of signals by Customer-provided equipment; or
 - C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- 2.4.6 The Customer is responsible for usage charges, damages and loss resulting from the unauthorized or fraudulent use by the Customer, its agents, employees or third parties, of the services provided hereunder if such charges, damages or loss results from the

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failure,
malfunction, inadequacy or failure to properly secure Customer provided equipment.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 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 accordance with the provisions of

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

2.6 Ownership of Facilities

Title to all facilities provided in accordance with this price list remains in the Company, its Underlying Carriers, agents or contractors.

2.7 Prohibited Uses

2.7.1 The services the Company offers shall not be used for any unlawful purposes or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

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

2.8 Obligations of the Customer

2.8.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges, either nonrecurring, recurring, ICB, or other charges, pursuant to this price list.
- B. reimbursing the Company for damage to, or loss of, Company managed facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.

INTERSTATE PRIVATE LINE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.8.1 General, (Cont'd.)

- 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. The Company shall have reasonable access to the conduit to the Customer's space and to the Company's equipment and may remove or replace its equipment at any time. The Company shall have no responsibility whatsoever for any interruption of service resulting from the Company's inability to gain access to its equipment or cabling on Customer's premises.
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.8.1C. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.8.1.D above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment provided by Company.

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- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the equipment or facilities provided by the Company.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.8.1 General, (Cont'd.)

- H. making facilities and equipment provided by the Company available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.8.2 Claims

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

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

INTERSTATE PRIVATE LINE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Customer Equipment and Channels

2.9.1 General

A Customer may transmit or receive information or signals via the facilities provided by the Company.

2.9.2 Station Equipment

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer's premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer.

All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those

regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.16 following is not applicable.

- B. The Customer is responsible for ensuring that Customer provided equipment connected to the Company provided equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.9.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment provided by the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- B. Local Service may be connected to the services or facilities of communications carriers when authorized by, and in accordance with, the terms and conditions of the price lists of the other communications carriers which are applicable to such connections.

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- C. Facilities provided under this price list may be connected to Customer provided terminal equipment in accordance with the provisions of this price list.
SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.9.4 Inspections

- A. Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.9.2 B. for the installation, operation, and maintenance of Customer provided facilities and equipment to Company provided/managed facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- 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 equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Payment and Credit Regulations

2.10.1 Payment Arrangements

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to

pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

Billing for Services begins on the date the Company notifies the Customer that Service has been installed and tested by the Company and is available for the Customer's use ("Service Date"). Charges for Services, including applicable federal, state, and local taxes, will be billed in advance, except for charges based on usage, which will be billed one month in arrears. Charges are due within thirty (30) days from the date of the bill, but in no event later than the commencement of the next billing period.

Objections to billed charges must be reported to the Company within 120 days of receipt

of billing. Any claim not filed within this time period shall be deemed waived. Claims must include all supporting documentation. Customer may submit a dispute or by telephone at (877) 710-3442. The Company shall make adjustments to the Customer's invoice to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

The Company reserves the right to deny a request for additional services or restoration of services unless and until the Customer's account is in current status.

Charges for installations, service connections, moves, and rearrangements, and other engineering services performed by the Company, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this rate sheet.

The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via

any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.

INTERSTATE PRIVATE LINE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Payment and Credit Regulations, (Cont'd.)

2.10.2 Deposits

The Company reserves the right to require a deposit as a condition to the initial provision of Services or as a condition to the continued provision of Services.

2.10.3 Advance Payments

The Company reserves the right to require advance payment prior to performing.

2.10.4 Taxes, Surcharges and Fees

“Tax” or “Taxes” means any federal, state or local excise, gross receipts, value added, sales, use or other similar tax, fee, tax-like fee or surcharge of whatever nature and however designated, imposed or sought to be imposed, on or with respect to purchases by Customer or for the Company’s use of public streets or rights of way, which the Company is required or permitted by law or Price List to collect from Customer; provided, however, that the term “Tax” will not include any tax on the Company’s corporate existence, status, income, corporate property or payroll taxes.

The Company shall bill any and all applicable taxes, surcharges and fees, including, but not limited to: Federal Excise Tax; State Sales Tax; Municipal Taxes; Gross Receipts Taxes; Telecommunications Relay Services (“TRS”); and any taxes, surcharges, fees, charges or other payments contractual or otherwise, for the use of public streets or rights of-way, whether designated as franchise fees or otherwise. As permitted by law, the Company will recover from its Customers any such charges assessed directly against the Company. Such taxes or fees will be itemized separately on the Customer's invoice or billing detail. If Customer fails to pay any Taxes properly billed, Customer will be solely responsible for payment of the Taxes, and penalty and interest.

If either the Customer or the Company is audited by a taxing or other governmental authority, the other party will cooperate reasonably by responding to the audit inquiries in a proper, complete and timely manner. The Company will cooperate, at the Customer’s expense, with reasonable requests of the Customer in connection with any Tax contest or refund claim. The Customer will ensure that no lien is attached to or allowed to remain on any asset of the Company as a result of any Tax contest. Customer will indemnify and hold the Company harmless against any liabilities, damages, losses, costs or expenses arising out of such Tax proceedings, including without limitation any additional Taxes, interest, penalties and attorney’s fees.

INTERSTATE PRIVATE LINE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Payment and Credit Regulations, (Cont'd.)

2.10.4 Taxes, Surcharges and Fees, (Cont'd.)

If Customer claims an exemption for any Taxes, Customer must provide the Company with a proper tax exemption certificate as authorized by the appropriate taxing authority.

Customer must pay the applicable Taxes to the Company until it provides a valid exemption certificate. If applicable law exempts a service from a Tax, but does not also provide an exemption procedure, the Company will not collect such Tax if Customer provides a letter signed by one of its officers; (i) claiming a right to the exemption; (ii) identifying the applicable law that allows such exemption and does not require an exemption certificate; and (iii) agreeing to indemnify and hold the Company harmless from any tax, interest, penalties, loss, cost or expense asserted against the Company as a result of its not collecting the Taxes from Customer.

A. Gross Receipts Tax Recovery Surcharges

A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state. This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of interstate access charges in that state.

INTERSTATE PRIVATE LINE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Payment and Credit Regulations, (Cont'd.)

2.10.4 Taxes, Surcharges and Fees, (Cont'd.)

A. (Cont'd.)

Pending the conclusion of any challenge to a jurisdiction's rights to impose a gross receipts tax the Company may elect to impose and collect a surcharge covering such taxes, unless otherwise constrained by court order or direction, or it may elect not to impose and collect the surcharge. If it has collected a surcharge and the challenged tax is found to have been invalid and unenforceable, the Company, in its sole discretion, will either reduce service rates for a fixed period of time in the future in order to flow-through to Customers an amount equivalent to the funds collected or it will credit or refund such amounts to affected Customers (less its reasonable administrative costs), if the funds collected were retained by the Company or if they were delivered over to the taxing jurisdiction and later returned to the Company, or negotiate an arrangement with the taxing jurisdiction that benefits Customers in the jurisdiction in the future.

B. Federal Universal Service Fund (USF) Surcharge

Telecommunications services provided by the Company are subject to a Federal Universal Service Fund (FUSF) surcharge. This amount will be listed as a separate line item on the Customer's bill. The percentage at which the FUSF surcharge is assessed is subject to change to reflect the current FCC Universal Service Fund contribution factor.

C. Federal Subscriber Line charge

The Federal Subscriber Line charge is a monthly recurring charge and applies to all lines, trunks and PRI services offered pursuant to the Company's Local Exchange Service tariffs on file in each state in which the Company does business or in the Company's posted price lists. There are no exemptions associated with this product charge. Rates are subject to change. Further information regarding the Federal Subscriber Line charge is available on the Federal Communications Commission's website at www.fcc.gov.

INTERSTATE PRIVATE LINE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Payment and Credit Regulations, (Cont'd.)

2.10.5 Late Payment Charge and Cost of Collection

A late fee of 1.5% per month will be charged on any company billed past due balance. In the event that the Company incurs fees or expenses, including attorney's fees, collecting or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred.

2.10.6 Returned Item Charge

A charge of \$25.00, or the current allowable amount, will be assessed for any check or other form of payment returned by the drawee bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or financial institution. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution.

2.11 Cancellation by Customer

Unless a Customer has purchased service under a term agreement plan, the service may be cancelled at any time by contacting the Company. The minimum service period for service not furnished under a terms plan for which monthly charges apply is thirty (30) days. The Customer must provide proper identification when ordering or canceling service. Order cancellation and/or termination liability charges may apply.

2.12 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier or by applicable interconnection agreements. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

INTERSTATE PRIVATE LINE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.13 Refusal or Discontinuance by Company

The Company may refuse or discontinue service provided to Business Customers under the following conditions and in accordance with Commission rules and regulations. Unless otherwise stated, the Customer will be given five (5) day's written notice and allowed a reasonable time to comply with any rule or remedy any deficiency.

- 2.13.1 For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.
- 2.13.2 For the use of telephone service for any other property or purpose other than that described in the application.
- 2.13.3 For failure or refusal to provide the Company with a deposit to insure payment of bills in accordance with the Company's regulations or failure to meet the Company's credit requirements.
- 2.13.4 For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned or managed by the Company.
- 2.13.5 For non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations on file with the Commission, provided five (5) working days' written notice is given before termination.
- 2.13.6 For non-payment of bills for telephone service. Suspension or termination of service for nonpayment shall not be made without five (5) working days' written notice to the Customer.
- 2.13.7 Without notice in the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.13.8 Without notice in the event of tampering with the equipment furnished, managed, or owned by the Company.
- 2.13.9 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company, before restoring service, may require the Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use.
- 2.13.10 For failure of the Customer to make proper application for service.
- 2.13.11 For Customer's breach of the contract for service between the Company and the Customer.
- 2.13.12 When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

INTERSTATE PRIVATE LINE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.14 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Customer shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

2.15 Tests, Pilots and Contests

The Company may conduct special tests, pilot programs, and contests at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services.

2.16 Service Level Standards and Credit Allowances for Interruption of Service

2.16.1 General Rules

- A. The Company will credit the Customer as set forth below for interruptions in service not due to the negligence of or non-compliance with the provisions of this price list by the Customer, nor to the operations or malfunction of the facilities, power, or equipment provided by the Customer. A credit allowance will be made when an interruption occurs because of a failure of any component furnished and maintained by Company hereunder. The issuance of credits pursuant to this Section shall be the Customer's sole remedy for service interruption claims.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperable, but refuses to release it for testing and repair or does not provide the Company with access to the Customer's premises, it is considered impaired but not interrupted.
- C. The Customer must obtain a trouble ticket by calling the Company's toll free number. The Company will issue a credit for service interruptions, if applicable, in accordance with this price list. The duration of the interruption is determined solely by the date and time the trouble ticket was opened and closed out as a resolved issue. Credits will not be issued, unless a trouble ticket exists for the facility, service or circuit in question.
- D. For calculating allowances, every month is considered to have 30 days. A credit allowance is applied on a pro-rata basis and is dependent upon the length of the interruption. Only those facilities or services on the interrupted portion of the circuit will receive a credit.

INTERSTATE PRIVATE LINE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.16 Service Level Standards and Credit Allowances for Interruption of Service, (Cont'd.)

2.16.1 General Rules (Cont'd.)

- E. If two or more trouble tickets have been opened for a particular service in a 30-day period, and the cause of outage is determined to be the Company's network or system equipment, such service will be deemed a Chronic Trouble Service. If a third trouble ticket is opened on a Chronic Trouble Service within thirty (30) days of the second trouble ticket, the Customer may disconnect the affected service without incurring termination liability.
- F. No credit for interruptions shall be issued by the Company if caused by a Force Majeure event as defined below.
- G. Credits for services that are provided and billed on a flat rate basis for a minimum period of at least one month shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the length of the interruption.
- H. Force Majeure: Such causes shall include, without limitation, acts of God, fire, flood, adverse weather conditions, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, ordinance, rule, restriction, regulation, direction, action or request of the United States government or any other government or of any civil or military authority, condemnation or exercise of rights of eminent domain, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.

INTERSTATE PRIVATE LINE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.17 Special Customer Arrangements

In cases where a Customer requests special arrangements which may include engineering, installation, construction, facilities, assembly, purchase or lease of facilities, and/or other special

services not offered under this price list, the Company, at its option, may provide the requested service under contract.

Upon notice to the Customer, the Company may change rates offered pursuant to special arrangement or individual case basis pricing if the provision of service at such rate(s) becomes economically infeasible.

2.18 Other Rules

2.18.1 The Company reserves the right to discontinue service, limit service, or to impose requirements on subscribers or Customers as required to meet changing regulations, rules or standards of the Commission.

2.18.2 The Customer may not assign its rights or obligations hereunder without the prior written consent of the Company, which shall not be unreasonably withheld or delayed.

2.18.3 All prices, terms, or conditions associated with any service contract entered into by the Customer are proprietary to the Company, except as required to be disclosed under the rules and regulations of the Commission. The Customer may not use the Company's service mark, name or logo in connection with the Customer's marketing of any service to end users, even where those services include a service supplied by the Company.

INTERSTATE PRIVATE LINE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.19 Notices and Communications

- 2.19.1 The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills service shall be mailed.
- 2.19.2 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.
- 2.19.3 All notices or other communications required to be given pursuant to this price list will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the communication or bill with the U.S. Mail or a private delivery service, and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.19.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or by following the procedures for giving notice set forth herein.

2.20 Expedited Due Date Service

2.20.1 General

Upon acceptance of the Customer's application for service, the Company will notify the Customer of the timeframe in which service will be installed. When a Customer requests that service be provided in advance of the established service interval, and the Company is able to comply, an Expedited Due Date Service charge will apply.

2.20.2 Limitation of Liability

The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly when an established expedited due date is not met by the Company.

INTERSTATE PRIVATE LINE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.20 Expedited Due Date Service, (Cont'd.)

2.20.3 Charges

The charge is applicable per exchange, per request and applies in addition to any normal service and installation charges applicable.

The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to expedite the service order.

Expedited Due Date Charge

Per DS3 or Equivalent	\$2,500.00
Per Ethernet above 45mb	ICB

2.21 Trouble Reporting

2.21.1 Trouble Ticket

If the Customer encounters a problem with any service after the actual completion date, the Customer must obtain a trouble ticket by calling the Company's toll free number. The Company will issue a credit for service interruptions, if applicable, in accordance with this price list. The duration of the problem is determined solely by the date and time the trouble ticket was opened and subsequently closed out as a resolved issue. Credits will not be issued unless a trouble ticket exists for the circuit in question.

INTERSTATE PRIVATE LINE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.21 Trouble Reporting, (Cont'd.)

2.21.2 Time and Materials Charges

Time and Materials Charges are charges for work performed on the Customer's side of the demarcation or to isolate trouble to the Customer's side of the demarcation point by a Company employee at the Customer's request that are not covered by other charges. Chargeable time is labor which includes, but is not limited to, work preparation, actual work, trouble isolation and clean-up. Material Charges are the items required to fulfill the job requirements. Any work required to establish or reestablish network access on the network side of the demarcation point is excluded from Time and Materials Charges.

Included in Time and Materials Charges are Initial and Additional Time and Material Charges, the Trouble Isolation Charge, the Optional Testing and Monitoring Charge and the Dispatch Charge.

A. Time and Materials Charge Elements

1. Initial Time and Material Charge (ITM):

The first 30 minute increment or fraction thereof of billable premises work performed on the Customer's premises.

Initial Time and Material Charge \$75.00

2. Additional Time and Material Charge (ATM)

Each 30 minute increment or fraction thereof beyond the first 30 minute increment of billable premises work performed on the Customer's premises.

Additional Time and Material Charge \$50.00 per 30 minute increment

INTERSTATE PRIVATE LINE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.21 Trouble Reporting, (Cont'd.)

2.21.2 Time and Materials Charges, (Cont'd.)

A. Time and Materials Charge Elements, (Cont'd.)

3. Trouble Isolation Charge (TIC)

When a Customer reports a trouble to the Company for repair or trouble isolation and no trouble is found in the Company's facilities and/or network, the Customer shall be responsible for payment of a Trouble Isolation Charge for the period of time from when Company personnel are engaged or dispatched to the Customer's premises to when the work is completed. Trouble isolated to Company facilities and/or network will result in no charge to the Customer.

A Customer is entitled to request Trouble Isolation via a Smart Jack Loop up with a result of no trouble found in the Company network a maximum of 4 instances in any given 30 day period without the assessment of a TIC charge to the Customer. Each request in excess of the maximum 4 requests within 30 days at a single Customer location shall result in a TIC charge. In addition, if the Customer requests additional assistance from Company personnel in isolating the trouble beyond the Smart Jack Loop-up Process a TIC Charge will apply for each such request.

Trouble Isolation Charge	\$85.00 per occurrence
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4. Optional Testing and Monitoring Charge (OTM)

If, after a Customer report of trouble to the Company, the Customer has been notified that no trouble is found in the Company facilities and/or network, and Customer has been assessed a Trouble Isolation Charge, Customer may request that the Company continue to assist with network testing and/or monitoring or otherwise continue to assist the Customer and/or its vendor. In such instance, the Customer will be assessed additional charges for the period of time from which Company personnel are engaged or dispatched to the Customer's premises to the time when the work is completed.

Optional Testing and Monitoring Charge	\$300.00 per occurrence
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INTERSTATE PRIVATE LINE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.21 Trouble Reporting, (Cont'd.)

2.21.2 Time and Materials Charges, (Cont'd.)

A. Time and Materials Charge Elements, (Cont'd.)

5. Dispatch Charge

The Dispatch Charge is a charge per premises visit or series of visits by a Company Field Technician to the Customer's premises for the purpose of performing billable premises work authorized or requested by the Customer or the Customer's authorized representative. The Dispatch Charge may be assessed in addition to all applicable Initial and Additional Time and Materials charges, Trouble Isolation Charge and Optional Testing and Monitoring Charge.

Dispatch Charge \$50.00 per occurrence

2.22 Termination Liability Under Term Contracts

The Company offers term agreements wherein the Customer agrees to retain specified Company services for a mutually agreed upon length of time. Discontinuance charges apply to early termination of term agreements. In the event that the Customer terminates a term agreement prior to the end of the term, the Customer's liability is 100% of the monthly recurring charges for the remaining term of the agreement. The Company reserves the right to impose termination charges at a higher rate as stated in a service contract if the Company incurs unusually high capital costs to provide the services to the Customer location.

INTERSTATE PRIVATE LINE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.23 Negotiated Rates and Competitive Discounts

Customized service packages at Negotiated Rates or Competitive Discounts may be furnished on a case-by-case basis in response to a request by a Customer of the Company for proposal or for a competitive bid. Service offered under this price list provision will be provided to the Customer pursuant to contract.

Competitive Discounts are available to the Customer purchasing services with a contract period of 24 months or greater. Competitive Discounts shall not exceed 30%.

Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this price list. Specialized rates or charges will be made available to similarly-situated Customers on a nondiscriminatory basis. The Company will consider the following factors when establishing special pricing arrangements: (1) the LATA in which the Customer is located; (2) the horizontal and vertical distance from the central office to the Customer's premises; (3) the availability and location of network facilities; (4) the type of service; (5) the price of the service; (6) the number of lines (circuits) being used; and (7) the length of the contract terms.

Upon notice to the Customer, the Company may change rates offered pursuant to this section if the provision of service at such rate(s) becomes economically infeasible.

2.24 Rules Applicable to Telephone Solicitors

The Company will not provide any network element or service to solicitors (i.e. telemarketers) that would block or otherwise interfere with on a per line basis, the display of the telephone solicitor's name and telephone number on the residential Customer's Caller ID equipment.

2.25 Slamming/Cramming

No service charges will be included on the Customer's bill without first having obtained the prior consent of the Customer for such charges to appear on the telephone bill. Casual billing, including, but not limited to collect calls, third party calls and calls to a Company toll access number, is exempt.

2.26 Order Modification Charge

If the Customer requests a change in the service order after receipt of a firm order confirmation (excluding requests to expedite the due date as provided by Section 2.20 of this price list), an Order Modification Charge will apply. Written requests to delay the due date received less than 72 hours prior to the due date shall not result in the delay of billing monthly recurring charges. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to modify the service order.

Order Modification Charge	\$100.00 plus Company expenses
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Effective: March 21, 2018
3159 Marble Ridge Ct.
Reno, Nevada 89511

INTERSTATE PRIVATE LINE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.27 Order Cancellation Charge

If the Customer cancels its order for service prior to the service due date, an Order Cancellation Charge will apply. The Company reserves the right to assess any documented charges from a third party that are directly associated with the Customer's request to cancel the service order.

Order Cancellation Charge	\$100.00 per circuit, plus any additional charges assessed by the Underlying Carrier.
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2.28 Restoration of Service Charge

A restoration charge applies to the restoration of service and facilities suspended because of nonpayment as provided by Section 2 of this price list or for any other reason and is payable at the time the restoration of the suspended service and facilities is arranged. The Customer must satisfy its past due balance and correct the deficiency which gave rise to the suspension (if other than nonpayment) prior to the restoration of service. In addition, the Company may require the Customer to pay a deposit prior to the restoration of the suspended service and facilities.

Restoration Charge:	\$50.00
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2.29 Service Provided Pursuant to Term Agreement

Upon expiration of a term contract, the service term will renew automatically at the same terms and conditions for successive one-year terms unless either party notifies the other 30 days prior to the expiration of the then current term that it wishes to terminate the service.

INTERSTATE PRIVATE LINE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.30 Emergency/ Crisis/ Disaster Restoration and Provisioning Telecommunications Service Priority

2.30.1 General

- A. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede price list language contained herein.

- B. The TSP program has two components, restoration and provisioning.
1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
 2. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

INTERSTATE PRIVATE LINE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.30 Emergency/ Crisis/ Disaster Restoration and Provisioning Telecommunications Service Priority,
(Cont'd.)

2.30.2 TSP Request Process

A. Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

1. Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.

National Security Leadership
National Security Posture and U.S. Population Attack Warning
Public Health, Safety, and Maintenance of Law and Order
Public Welfare and Maintenance of National Economic Posture
2. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as Customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
3. Complete the TSP Request for Service Users form (SF 315) available on The National Communications System website <http://tsp.ncs.gov/>.
4. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
5. Submit the SF 315 to the OPT.
6. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

INTERSTATE PRIVATE LINE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.30 Emergency/ Crisis/ Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)

2.30.2 TSP Request Process (Cont'd.)

B. Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.30.2.A. above for restoration priority assignment except for the following differences. The user should:

Certify that its telecommunications service is an emergency service. Emergency services are those that support one of the NS/EP functions listed in 2.30.2.A.1 above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

Verify that the Company cannot meet the service due date without a TSP assignment.

Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

INTERSTATE PRIVATE LINE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.30 Emergency/ Crisis/ Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)

2.30.3 Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- A. Identify telecommunications services requiring priority.
- B. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end user's TSP Authorization Code(s).
- C. Accept TSP services by the service due dates.
- D. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- E. Pay the Company any authorized costs associated with priority services.
- F. Report to the Company any failed or unusable services with priority levels.
- G. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- H. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

INTERSTATE PRIVATE LINE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.30 Emergency/ Crisis/ Disaster Restoration and Provisioning Telecommunications Service Priority, (Cont'd.)

2.30.4 Responsibilities of the Company

The Company will perform the following:

- A. Provide TSP service only after receipt of a TSP authorization code.
- B. Revoke TSP services at the direction of the end-user or OPT.
- C. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- D. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- E. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- F. Confirm completion of TSP service order activity to the OPT.
- G. Participate in reconciliation of TSP information at the request of the OPT.
- H. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- I. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- J. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- K. Disclose content of the NS/EP TSP database only as may be required by law.
- L. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

INTERSTATE PRIVATE LINE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.30 Emergency/ Crisis/ Disaster Restoration and Provisioning Telecommunications Service Priority,
(Cont'd.)

2.30.5 Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted Customer of the action to be taken.

INTERSTATE PRIVATE LINE SERVICES PRICE LIST

SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1 Service Offerings

3.1.1 Rate Elements

- A. Nonrecurring and monthly recurring rates apply for each High Capacity Private Line Service furnished by the Company.
- B. Nonrecurring Charges (“NRC”) are one-time only charges that apply on a per circuit basis. NRC’s may be waived for certain promotions and under the specific terms of individually negotiated contract services.
- C. Monthly recurring rates vary according to the time period for which the Customer commits to take the service.
- D. Optional features and functions are also available on an Individual Case Basis, these include:
 - 1. Cross-Connection Charge. This rate element applies for cross connections within Company locations between one or more Customer services, or between the services of different Customers.
 - 2. Multiplexing Charge. This rate element applies where the Customer requests that its services be multiplexed onto higher bandwidth facilities for delivery to the Customer.
 - 3. DCS Port Charge. This rate element applies where the Customer requests that its services be connected to a DCS Port.

INTERSTATE PRIVATE LINE SERVICES PRICE LIST

SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1 Service Offerings

3.1.2 POINT TO POINT

Point to Point Service allows two Customer designated locations to be connected by one Ethernet Dedicated Transport Service. The service terminated at both locations must be the same speed and the same capacity. Point to Point is comprised of two access loops.

	Monthly Recurring Charge
20 Megabit (Kansas/Missouri)	\$8,798.00
100 Megabit (California/Nevada)	\$3,799.00

INTERSTATE PRIVATE LINE SERVICES PRICE LIST

SECTION 4 - SPECIAL CONSTRUCTION

4.1 Special Construction Services

4.1.1 Subject to the arrangement of the Company and to all of the regulations contained in this Price list, special construction of facilities may be undertaken by the Company on a reasonable effort basis at the request of the Customer.

4.1.2 Special construction is that construction which is undertaken under one or more of the following circumstances:

- A. where facilities are not presently available and there is no other requirement for the facilities so constructed;
- B. where the facilities so constructed are of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. where the facilities so constructed are over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. where the quantity of facilities requested by the Customer is greater than that which the Company would normally construct;
- E. where the Customer requests that the facilities be constructed on an expedited basis or in advance of when the facilities would otherwise be constructed;
- F. where the facilities are provided on a temporary basis pending the availability of permanent facilities;
- G. where the construction requested involves abnormal costs; and
- H. where construction of facilities is done in advance of the Company's normal construction schedule.

4.1.3 Construction Charges

Special construction charges will be determined on an individual case basis.

INTERSTATE PRIVATE LINE SERVICES PRICE LIST

SECTION 4 - SPECIAL CONSTRUCTION SERVICES, (CONT'D.)

4.2 Individual Case Basis Arrangements

- 4.2.1 The Company may, in response to competitive request for proposal or for non-standard services, develop a responsive individual contract billing arrangement for services offered in this price list.
- 4.2.2 Prices quoted in response to such requests may be different from those in effect in this price list but will be set at a level that is at least equal to the relevant incremental costs for the requested service. Such price will also be available for similarly situated Customers.
- 4.2.3 An individual contract billing arrangement price quote will be offered to the Customer for acceptance in writing. Such individual contract billing arrangements will specify, among other things, the length of service, minimum volume of service required, and the rates and charges for the proposed service.

INTERSTATE PRIVATE LINE SERVICES PRICE LIST

SECTION 5 - PROMOTIONS

5.1 Promotional Offerings

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.