

WORLDCOM

RECEIVED

Western Public Policy

707 17th St., Suite 4200
Denver, CO 80202
888 475 7218
Fax 303 390 6333

MAR 3 1 29 PM '03

NM PUBLIC
REGULATION
COMMISSION

(Competitive Local Exchange Carrier)

March 3, 2003

New Mexico Public Regulation Commission
Records Department
224 East Palace Ave., Marian Hall
Sante Fe, N.M. 87501

RE: Advice Letter No. 03-01

MCImetro Access Transmission Services, LLC ("Metro") hereby files an original and five (5) copies of its initial initial tariff New Mexico Tariff No. 1

In addition, please date, stamp and return the enclosed duplicate of this letter in the enclosed envelope. If you have any questions regarding this filing, please call me at 303-390-6459.

Sincerely,



Randee Klindworth
Tariff Specialist

LOCAL EXCHANGE SERVICE

MClmetro ACCESS TRANSMISSION Services, LLC

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF New Mexico

Issued: March 3, 2003

Effective: March 17, 2003

Randee Klindworth
Tariff Specialist
707 17th Street, #4200
Denver, CO 80202

LOCAL EXCHANGE SERVICE

CHECK SHEET

Pages 1 to 63 inclusive of this Tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

<u>Page</u>	<u>Revision</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
11.1	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original

* New or revised page

Issued: March 3, 2003

Effective: March 17, 2003

Randee Klindworth
Tariff Specialist
707 17th Street, #4200
Denver, CO 80202

LOCAL EXCHANGE SERVICE

CHECK SHEET (CONT'D)

<u>Page</u>	<u>Revision</u>
26	Original
27	Original
28	Original
29	Original
30	Original
31	Original
32	Original
33	Original
34	Original
35	Original
36	Original
37	Original
38	Original
39	Original
40	Original
41	Original
42	Original
43	Original
44	Original
45	Original
46	Original
47	Original
48	Original
49	Original
50	Original

LOCAL EXCHANGE SERVICE

CHECK SHEET (CONT'D)

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
50.1	Original		
50.2	Original		
50.3	Original		
50.4	Original		
50.5	Original		
50.6	Original		
50.7	Original		
50.8	Original		
51	Original		
51.1	Original		
51.2	Original		
51.3	Original		
51.4	Original		
51.5	Original		
51.6	Original		
51.7	Original		
52	Original		
53	Original		
54	Original		
55	Original		
56	Original		
57	Original		
58	Original		
59	Original		
60	Original		
61	Original		
62	Original		
63	Original		

* New or revised page

LOCAL EXCHANGE SERVICE

TABLE OF CONTENTS

	<u>PAGE NO.</u>
CHECK SHEET	2
TABLE OF CONTENTS	5
EXPLANATION OF SYMBOLS	8
APPLICATION OF Tariff	9
1. DEFINITIONS	10
2. REGULATIONS	
2.1 Undertaking of the Company	16
2.1.1 Scope	16
2.1.2 Shortage of Equipment or Facilities	16
2.1.3 Terms and Conditions	17
2.1.4 Liability of the Company	19
2.1.5 Notification of Service-Affecting Activities	27
2.1.6 Provision of Equipment & Facilities	27
2.1.7 Non-routine Installation	29
2.1.8 Ownership of Facilities	29
2.2 Prohibited Uses	29
2.3 Obligations of the Customer	
2.3.1 General	29
2.3.2 Claims	31
2.4 Customer Equipment and Channels	
2.4.1 General	33
2.4.2 Station Equipment	33
2.4.3 Interconnection of Facilities	34
2.4.4 Inspections	35
2.5 Payment Arrangements	
2.5.1 Payment for Service	36
2.5.2 Billing and Collection of Charges	38
2.5.3 Disputed Bills	39
2.5.4 Advance Payments	39
2.5.5 Deposits	40
2.5.6 Discontinuance of Service	41

LOCAL EXCHANGE SERVICE

TABLE OF CONTENTS (Cont.)

	<u>PAGE NO.</u>
2. REGULATIONS	
2.6 Allowances for Interruptions in Service	
2.6.1 Credit for Interruptions	45
2.6.2 Limitations on Allowances	46
2.6.3 Use of Alternative Service Provided by the Company	47
2.7 Cancellation of Service	
2.7.1 Cancellation of Application for Service	47
2.7.2 Cancellation of Service by the Customer	48
2.8 Transfers and Assignments	48
2.9 Notices and Communications	49
3. Local Exchange Service	50
3.1 Residential	50

LOCAL EXCHANGE SERVICE

Issued: March 3, 2003

Effective: March 17, 2003

Randee Klindworth
Tariff Specialist
707 17th Street, #4200
Denver, CO 80202

LOCAL EXCHANGE SERVICE

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

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

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

LOCAL EXCHANGE SERVICE

APPLICATION OF Tariff

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by MCImetro Access Transmission Services, LLC, to Customers within the local exchange service area defined herein.

Issued: March 3, 2003

Effective: March 17, 2003

Randee Klindworth
Tariff Specialist
707 17th Street, #4200
Denver, CO 80202

LOCAL EXCHANGE SERVICE

1. Definitions

Certain terms used generally throughout this Tariff are defined below, unless otherwise noted .

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

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

Call Forward Busy: Automatically routes incoming calls to a designated answering point when the called line is busy.

Call Forward No Answer: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

Call Forward Variable: Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.

Call Hold: Allows the User to hold one call for any length of time provided that neither party goes On Hook.

Call Park: Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

LOCAL EXCHANGE SERVICE

1. Definitions (Cont'd)

Call Pickup: Allows a User to answer incoming calls to another Station line within a defined call pickup group. Call Pickup is provided as either Group Call Pickup, where predesignated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number.

Call Trace: Allows a called party to initiate an automatic trace of the last call received and is available for Local Line customers. After receiving an offending call, the customer must hang up and dial the feature code *57 (1157 for rotary phones) prior to receiving another inbound call. After dialing the feature code, the customer receives a recording that indicates that the trace was successful, and that the originating number has been captured and forwarded to the Company. The recording will also provide the customer a toll free number to the Company's Annoyance Call Bureau (ACB) Center for the customer to call for further action or to speak to an ACB representative. An ACB representative advises the customer that the telephone numbers of calls identified as harassing shall be released only to authorized investigative or law enforcement officers. This information will not be given directly to the customer. Customers will be instructed to file a complaint with the appropriate law enforcement officials. Information on originating telephone number identified as harassing are released verbally to law enforcement with proof of identification. A subpoena is required before written records may be released to law enforcement. The Company is not liable for damages if, for any reason, the call trace attempt is not successful. The practices of law enforcement officials vary, and the Company does not represent that any action taken by such officials with regard to the traced number.

Call Transfer/Consultation/Conference: Provides the capability to transfer or add a third party, using the same line.

Call Waiting: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

Call Waiting Cancel: Allows a User to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.

Caller ID with Name and Number: Allows the subscriber to view the name and phone number of the calling party before the phone is answered.

LOCAL EXCHANGE SERVICE

1. Definitions (Cont'd)

Calling Number Delivery: Identifies the 10-digit number of the calling party.

Calling Number Delivery Blocking: An optional feature which allows a customer to block the delivery of their telephone number to the called party's destination display on a selective or complete basis. There are two types of Calling Number Delivery Blocking: 1) Selective Blocking allows a customer to activate and deactivate on a per-call basis Calling Number Delivery Blocking using a feature access code prior to placing an outgoing call. Selective Blocking does not prevent the delivery of telephone numbers to 911 emergency providers. 2) Complete Blocking allows a customer to request Calling Number Delivery Blocking on the customer's line or trunk which automatically blocks the delivery of the caller's number on all outgoing calls. Complete Blocking does not prevent the delivery of telephone numbers to 911 emergency providers.

Class of Service: (see Toll Restriction)

Company: MCImetro Access Transmission Services, LLC, a Delaware Corporation, which is the issuer of this Tariff.

Conference/Six-Way: The User can sequentially call up to five other people and add them together to make up a six-way call.

LOCAL EXCHANGE SERVICE

1. Definitions (Cont'd)

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

Customer Group Dialing Plan: A dialing scheme shared by the members of a Customer group, such as 4 digit internal dialing.

Digital Interface: Digital Interface provides a DS-1 digital transmission facility operating at 1.544 Mbps and time division multiplexed into 24 channels for the connection of Local Trunk-Basic or Local Trunk-DID to the Customer's PBX or trunk-capable Key System. Digital Interface can be used to carry one-way outbound traffic, one-way inbound or two-way traffic, Direct Inward Dialing, or a combination thereof.

Dial Pulse (DP): The pulse type employed by rotary dial Station sets.

Direct Inward Dialing (DID): A service attribute that routes incoming calls directly to Stations, bypassing a central answering point.

Do Not Disturb: Allows the User to prevent incoming calls from ringing its line by diverting them to a tone or a recorded announcement that informs the caller that the User is not accepting calls at this time.

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

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

Hunting: Routes a call to an idle Station line. There are three types of Hunting: 1) Uniform Call Distribution - Calls will be distributed evenly among a trunk group or hunt group by number of calls. For example the first call will go to the first member of the group, the second call to the second member, until each member has received a call, at which point the next call goes to the first member; 2) Sequential - Calls will start with the number of the line or trunk dialed and hunt up to the end of the trunk or hunt group. For a 10 line hunt group, if the fifth line is dialed, the switch will attempt to place the call on the fifth line. If that line is busy it will hunt through lines 6-10 stopping at line 10, and sending back a busy if no lines were available; and 3) Circular - Calls will start with the number of the line or trunk dialed and hunt up to the end of the trunk or hunt group and then start at the beginning of the trunk group and hunt back to the line that was dialed. For a 10 line hunt group, if the fifth line is dialed, the switch will attempt to place the call on the fifth line. If that line is busy it will hunt through lines 6-10, then hunt lines 1-4, and sending back a busy if no lines were available.

LOCAL EXCHANGE SERVICE

1. Definitions (Cont'd)

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Interim Local Number Portability:(ILNP): An optional feature of facilities based services which allows the customer to keep its existing telephone number. ILNP is accomplished via Remote Call Forwarding (RCF). Charges will apply per telephone number.

Joint User: A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Least Idle Trunk Selection (LIDL): LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

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

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

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

Message Waiting: This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dialtone).

Most Idle Trunk Selection (MIDL): MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

Multiple Appearance Directory Numbers: A directory number that is assigned more than once to one or more Proprietary Business Sets.

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

LOCAL EXCHANGE SERVICE

1. Definitions (Cont'd)

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

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

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

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

Qwest: Interchangeable with US West.

Selective Call Screening (SCS): A call processing arrangement designed to restrict certain types of billing options from a line or trunk originating a call. The service is offered to provide customers with a choice of originating call screening options when an operator services system is involved with the call processing. The Selective Call Screening service provides information to the operator services platform (mechanized or live operator) to denote special originating call handling was requested. The following billing options are available: billing as collect, bill to a third party number or billed to a calling card. The Company assumes no liability for calls completed by any other entity, carrier or operator services platform as long as the Selective Call Screening code accompanies the call sent to another entity, carrier or operator services platform. SCS Customers are responsible for all toll charges billed to their line(s) for calls that are not carried solely over MCI network and facilities. SCS is offered subject to switch availability on MCI Local Business facilities(lines and trunks).

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

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

LOCAL EXCHANGE SERVICE

1. Definitions (Cont'd)

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

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

Speed Dial (Speed Dial-8 or Speed Dial-30): Allows a User to maintain a list of 8 or 30 (Speed Dial-8 or Speed Dial-30) selected directory numbers which can be called by dialing a one or two-digit code.

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

Toll Restriction: (formerly Class of Service) Used to prevent a Station from dialing certain codes and numbers.

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

US West: Interchangeable with Qwest

User: A Customer or any other person authorized by the Customer to use service provided under this Tariff.

LOCAL EXCHANGE SERVICE

2. Regulations

2.1 Undertaking of the Company

2.1.1 Scope

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

Customers may use services and/or facilities provided under this Tariff to obtain access to services offered by other service providers. The Company is responsible under this Tariff only for the services and facilities provided herein.

2.1.2 Shortage of Equipment of Facilities

2.1.2.1 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.1.2.2 The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's 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.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one 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 Tariff, a month is considered to have 30 days. All calculations of dates set forth in this Tariff shall be based on calendar days, unless otherwise specified herein.

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

2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

2.1.3.4 This Tariff shall be interpreted and governed by the laws of the State of New Mexico without regard for the State's choice of laws provisions.

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

2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.8 below.

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

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1. Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (The Commission expressly reserves judgment on the propriety of all such tariff/Tariff provisions pending a Commission rule making on what, if any, liability-limiting language is appropriate.

2.1.4.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6, below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.1.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this Tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2:1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

2.1.4.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.

2.1.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

2.1.4.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by 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.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.6 Cont.

directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

2.1.4.7 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

2.1.4.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this Tariff, including:

-claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and-patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- 2.1.4.8 -all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this Tariff.
- 2.1.4.9 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.1.4.10 The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.1.4.11 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.12 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

2.1.4.13 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.14.13 (cont.) other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the company may, upon written notice, terminate the Customer's service without liability.

2.1.4.14 With respect to Emergency Number 911 Service:

- (a) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.14 (Cont'd)

- (b) Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

- 2.1.4.15 The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.16 In conjunction with a nonpublished telephone number, as described in Section 3.4.5.3, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.

2.1.4.17 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 the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this Tariff, Customer acknowledges and agrees with the release of information as described above.

2.1.4.18 In conjunction with the Busy Line Verification and Interrupt Service as described in Section 3.3.2, the Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

2.1.4.19 The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

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

2.1.6 Provision of Equipment and Facilities

2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.1.6.2 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.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

2.1.6.3 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.

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

- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer provided equipment; or
- (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.7 Non-routine Installation

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

2.1.8 Ownership of Facilities

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

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 a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.3 Customer may not use service furnished under this local exchange Tariff, directly or indirectly, to provide a service that constitutes exchange access and/or is subject to the application of access charges under applicable law. The Company reserves the right to:
- (1) request that Customer provide written certification that it is using the service in compliance with this requirement; and/or
 - (2) conduct a site survey of Customer premises or an audit of Customer books and records upon reasonable notice or take other reasonable measures to satisfy itself that Customer is using service in compliance with this Tariff.

In the event Customer is found to be using service in violation of this requirement, the Company may discontinue the provision of service without notice, any other provision of this Tariff to the contrary notwithstanding. Customer shall indemnify the Company for any liability, losses, penalties or payments (including without limitation access charges and the Company's attorneys' fees) incurred due to Customer's misuse of the Company's services obtained under this Tariff.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)2.3 Obligations of the Customer2.3.1 General

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this Tariff;
- (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) obtaining, maintaining, and otherwise having full responsibility for all 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 2.3.1(c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

LOCAL EXCHANGE SERVICE

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. 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 2.3.1(d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- (i) The Customer is responsible for taking all steps necessary to cancel or otherwise discontinue any local service(s) to be replaced by any Company facilities-based local service(s) as described herein.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims

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

- (a) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (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 manner not contemplated by the agreement between the Customer and the Company.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

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

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.2 Station Equipment (Cont'd)

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

2.4.3 Interconnection of Facilities

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

2.4.3.2 Local Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Tariffs of the other communications carriers which are applicable to such connections.

2.4.3.3 Facilities furnished under this Tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this Tariff.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

2.4.4.1 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 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 30 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

2.5.1.1 Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Service, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g, County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.1 Payment for Service (Cont'd)

2.5.1.2

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.¹ 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. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

Pending the conclusion of any challenge to a jurisdiction's right 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 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 returned to the Company.

Issued: March 3, 2003

Effective: March 17, 2003

Randee Klindworth
Tariff Specialist
707 17th Street, #4200
Denver, CO 80202

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable upon receipt.

2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided.

2.5.2.3 For new customers or existing customers whose service is disconnected, 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 30 days.

2.5.2.4 Amounts not paid within 30 days after the date of invoice are considered past due.

2.5.2.4.1 For residential service customers, a late payment charge of 1.5% may be assessed on payments not received within 30 days from the invoice date, where capabilities exist. The late payment charge will be applied to the entire unpaid balance of the customer's monthly invoice, including taxes. The late payment charge will not be applied to any disputed portion of the unpaid balance unless the dispute is resolved against the customer. The late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination.

2.5.2.5 A \$10.00 charge will be assessed for checks with insufficient funds or non-existing accounts.

2.5.2.6 Paper Invoices: For business customers who receive notification that invoicing will change to E-billing and who do not elect to use E-Billing, but continue to receive paper invoices, the following monthly recurring charge will apply per invoice based on the number of sheets in the paper invoice: 1-55 sheets of paper will be \$5.00. 56 or more sheets of paper will be \$25.00.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.5. Payment Arrangements (Cont'd)

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 30 days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the New Mexico Public Service Commission in accordance with the Commission's rules of procedure.

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Deposits

2.5.5.1 Applicants for service or existing Customers whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.

2.5.5.2 For Residential Service customers, the deposit will not exceed an amount equal to two times the estimated amount of one month's average bill for a service or facility which has a minimum payment period of one month; or

the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

2.5.5.3 deposit may be required in addition to an advance payment.

2.5.5.4 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

2.5.5.5 Deposits held for business customers will accrue interest at a rate of seven (7) percent per annum. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to the customer by deducting such interest from the amount of the next bill for service following the accrual date.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.5. Payment Arrangements (Cont'd)

2.5.5 Deposits(Cont.)

2.5.5.6 Deposits held for Residential Service customers will accrue interest at a rate paid by the Bank of New Mexico on a 6 month certificate of deposit as of the first business day of each year.

2.5.6 Discontinuance of Service

2.5.6.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer, discontinue or suspend service without incurring any liability.

2.5.6.2 Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.5. Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.3 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.

2.5.6.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the customer, immediately discontinue or suspend service without incurring any liability.

2.5.6.5 Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

2.5.6.6 The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability:

2.5.6.6.1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.6.6.1 (a-f) if:

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.6 Cont'd

2.5.6.6.1 (Cont'd)

- (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
- (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
- (c) The Customer has been given ten (10) day written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used; or
- (d) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the Tariff charges for the service by:
 - (d.1) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this Tariff; or
 - (d.2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - (d.3) Any other fraudulent means or devices; or

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.6 Cont'd

2.5.6.6.1 (Cont'd)

- (e) Use of service in such a manner as to interfere with the service of other users; or
- (f) Use of service for unlawful purposes.

2.5.6.6.2 Immediately, upon written notice to a Customer who has failed to pay any sum within 30 days of the date when payment was due;

2.5.6.6.3 Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5; or

2.5.6.6.4 Ten (10) days after sending the Customer written notice of noncompliance with any provision of this Tariff if the noncompliance is not corrected within that ten (10) day period; or

2.5.6.7 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.8 Upon the Company's discontinuance of service to the Customer under Section 2.5.6.1 or 2.5.6.2, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff.

2.6 Allowances for Interruptions of Service

2.6.1 Credit for Interruptions: When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's Tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.6 Allowances for Interruptions of Service (Cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
- (b) interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) interruption of service due to circumstances or causes beyond the control of the Company.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.6 Allowances for Interruptions of Service (Cont'd)

2.6.3 Use of Alternative Service Provided by the Company: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the Tariff rates and charges for the alternative service used.

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

2.7.1.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.7.1.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.7.1.3 The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.7 Cancellation of Service (Cont'd)

2.7.2 Cancellation of Service by the Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2, all costs, fees and expenses incurred in connection with:

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

2.8 Transfer and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.9. Notices and Communications

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

LOCAL EXCHANGE SERVICE

3. Local Exchange Service

3.1 Residential

3.1.1 General Provisions

- A. Application of Residential Service: Residential service is defined as service that is furnished (1) in private homes or apartments, including all parts of the subscriber's domestic establishment, for domestic use and not for substantial occupational use; (2) in college fraternity or sorority houses, college dormitories, convents and monasteries for domestic rather than occupational use in residential quarters; (3) used for purposes of study by a clergyman located in a , church, synagogue, mosque or other religious institution. The Company reserves the right to disconnect customer's residential service or to convert any plan associated with such service to a business plan upon appropriate customer notification if it is determined that usage is not consistent with normal residential applications. This service is for use by residential customers. The Company reserves the right to adjust a customer's service upon appropriate customer notification. If it is determined that non-voice usage applications (including, but not limited to, dial-up internet service or facsimile service) exceed reasonable limits, the Company may use its discretion either to disconnect the customer's residential service upon appropriate customer notification or to charge a \$50 monthly recurring data/internet usage charge in addition to all charges set forth in customer's residential service.
- B. Rates and Charges: Usage charges are based on local usage. Chargeable time for the customer shall begin when the called party answers and shall end upon disconnection by either party. Local calls are billed on a per minute basis unless otherwise indicated. Calls are rounded to the next higher full minute. If the computed charge includes a fraction of a cent, the fraction is rounded to the nearest whole cent.
- C. All residential service set forth in this Section of this tariff is presently only available to those customers who presently have service on lines with Qwest Communications or with MCImetro or another carrier who provisions service either via resale of Qwest Communications services or via UNE-Platform service provided by Qwest Communications.
- D. Line Connection Fee: Applies on a per line basis when a customer requests a new line of service or when a customer moves to a new location.
- E. Service Order Charge: Applies to changes made to an account after the point of sale.

LOCAL EXCHANGE SERVICE

3. Local Exchange Service (Cont.)

3.1 Residential (Cont.)

3.1.1 General Provisions (Cont.)

- F. Monthly recurring charge: Touch tone calling is included in the monthly recurring charge. The following are not included in the monthly recurring charge: non-recurring charges, operator assistance, directory assistance, directory listing options, interstate line charge, data/internet surcharge, blocking options, taxes, surcharges, per use charges and custom calling features not included in the residential services described below. Unless otherwise indicated, customers of residential service will receive Block 900/976 with their selected residential service at no additional charge.
- G. The Company reserves the right to discontinue offering the service and grandfather existing customers in the event that 1) facilities are not available to the Company to provide adequately the service, and 2) such lack of facilities is the result of the failure of any carrier (from whom the Company is securing facilities to provide the service) to provide adequate service to the Company.
- H. Termination of Residential Service: The following provisions will apply to customers who continue to maintain a Company account and who do not elect to subscribe to other service offerings under this tariff: For purposes of this section, the following definitions apply: new customers are customers, who, at the time of subscription to this plan, are not receiving service under MCI WorldCom Communications, Inc., NM S.C.C. Tariff No. 2 and this Tariff and <http://www.mci.com/service>; and existing customers are customers, who, at the time of subscription to this plan, are receiving service under MCI WorldCom Communications, Inc., NM S.C.C. Tariff No. 2 and this Tariff and <http://www.mci.com/service>.

LOCAL EXCHANGE SERVICE

3. Local Exchange Service (Cont.)

3.1 Residential (Cont.)

3.1.1 General Provisions (Cont.)

H. (Cont)

H.1 For customers subscribing to Residential RLA Service, the following termination provisions apply:

- 1) For existing customers who disconnect from either a) residential service under this tariff only, b) residential service under this tariff and intraLATA service under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2, or c) residential service under this tariff and interstate service under <http://www.mci.com/service/>: The companion residential long distance service under <http://www.mci.com/service/> , and intraLATA and/or interLATA service under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2, as well as residential service under this tariff, will terminate. Customers will then be automatically re-subscribed to the service offering under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2 for intraLATA service (if customer retains intraLATA service) and/or the service offering under <http://www.mci.com/service/> for interstate service (if customer retains interstate service) to which customer was subscribed at the time of subscription to this plan.

LOCAL EXCHANGE SERVICE

3. Local Exchange Service (Cont.)

3.1. Residential (Cont.)

3.1.1 General Provisions (Cont.)

H. (Cont.)

H.1 (Cont.)

- 2) For existing customers who disconnect from either a) interstate service under <http://www.mci.com/service/> and from intraLATA service under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2, b) intraLATA service under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2 only, or c) from interstate service under [Http://www.mci.com/service/](http://www.mci.com/service/): The companion residential service offering under <http://www.mci.com/service/> and under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2 , as well as residential service under this tariff, will terminate. Customers will then be automatically re-subscribed to Residential RLD-1 Service under this tariff for local exchange service and to the service offering under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2 for intraLATA service (if customer retains intraLATA service) and/or the service offering under <http://www.mci.com/service/> for interstate service (if customer retains interstate service) to which customer was subscribed at the time of subscription to this plan.
- 3) For new customers who disconnect from either a) residential service under this tariff only, b) residential service under this tariff and intraLATA service under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2, or c) residential service under this tariff and interstate service under <http://www.mci.com/service/>: The companion residential long distance service under <http://www.mci.com/service/> , and intraLATA and/or interLATA service under , as well as residential service under this tariff, will terminate. Customers will then be automatically re-subscribed to Basic Calling Plan P under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2 for intraLATA service (if customer retains intraLATA service) and/or its companion interstate service offering under <http://www.mci.com/service/> for interstate service (if customer retains interstate service).

LOCAL EXCHANGE SERVICE

3. Local Exchange Service (Cont.)

3.1 Residential (Cont.)

3.1.1 General Provisions (Cont.)

H. (Cont.)

H.1 (Cont.)

- 4) For new customers who disconnect from either a) interstate service under <http://www.mci.com/service/> and from intraLATA service under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2, b) intraLATA service under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2 only, or c) from interstate service under <http://www.mci.com/service/>: The companion residential service offering under <http://www.mci.com/service/> and under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2, as well as residential service under this tariff, will terminate. Customers will then be automatically re-subscribed to Residential RLD-1 Service under this tariff for local exchange service and to Basic Calling Plan P under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2 for intraLATA service (if customer retains intraLATA service) and/or its companion interstate service offering under <http://www.mci.com/service/> for interstate service (if customer retains interstate service).

H.2: For customers subscribing to Residential RLE or Residential RLG Service, the following termination provisions apply:

- 1) For existing customers who disconnect from either a) residential service under this tariff only, b) residential service under this tariff and intraLATA service under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2, or c) residential service under this tariff and interstate service under <http://www.mci.com/service/>: The companion residential long distance service under <http://www.mci.com/service/>, and intraLATA and/or interLATA service under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2, as well as residential service under this tariff, will terminate. Customers will then be automatically re-subscribed to the service offering under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2 for intraLATA service (if customer retains intraLATA service) and/or the service offering under <http://www.mci.com/service/> for interstate service (if customer retains interstate service) to which customer was subscribed at the time of subscription to this plan.

LOCAL EXCHANGE SERVICE

3. Local Exchange Service (Cont.)

3.1 Residential (Cont.)

3.1.1 General Provisions (Cont.)

H. (Cont.)

H.2: (Cont.)

- 2) For existing customers who disconnect from either a) interstate service under <http://www.mci.com/service/> and from intraLATA service under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2, b) intraLATA service under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2 only, or c) from interstate service under [Http://www.mci.com/service/](http://www.mci.com/service/): The companion residential service offering under <http://www.mci.com/service/> and under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2 , as well as residential service under this tariff, will terminate. Customers will then be automatically re-subscribed to Residential RLD-3 Service under this tariff for local exchange service and to the service offering under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2 for intraLATA service (if customer retains intraLATA service) and/or the service offering under <http://www.mci.com/service/> for interstate service (if customer retains interstate service) to which customer was subscribed at the time of subscription to this plan.
- 3) For new customers who disconnect from either a) residential service under this tariff only, b) residential service under this tariff and intraLATA service under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2, or c) residential service under this tariff and interstate service under <http://www.mci.com/service/>: The companion residential long distance service under <http://www.mci.com/service/> , and intraLATA and/or interLATA service under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2, as well as residential service under this tariff, will terminate. Customers will then be automatically re-subscribed to Basic Calling Plan P under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2 for intraLATA service (if customer retains intraLATA service) and/or its companion interstate service offering under <http://www.mci.com/service/> for interstate service (if customer retains interstate service).

LOCAL EXCHANGE SERVICE

3. Local Exchange Service (Cont.)

3.1. Residential (Cont.)

3.1.1 General Provisions (Cont.)

H. (Cont.)

H.2 (Cont.)

- 4) For new customers who disconnect from either a) interstate service under <http://www.mci.com/service/> and from intraLATA service under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2, b) intraLATA service under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2 only, or c) from interstate service under [Http://www.mci.com/service/](http://www.mci.com/service/): The companion residential service offering under <http://www.mci.com/service/> and under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2 , as well as residential service under this tariff, will terminate. Customers will then be automatically re-subscribed to Residential RLD-3 Service under this tariff for local exchange service and to Basic Calling Plan P under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2 for intraLATA service (if customer retains intraLATA service) and/or its companion interstate service offering under <http://www.mci.com/service/> for interstate service (if customer retains interstate service).

H.3: For customers subscribing to Residential RLC Service, the following termination provisions apply:

- 1) For existing customers who disconnect from either a) residential service under this tariff only, b) residential service under this tariff and intraLATA service under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2, or c) residential service under this tariff and interstate service under <http://www.mci.com/service/>: The companion residential long distance service under <http://www.mci.com/service/> , and intraLATA and/or interLATA service under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2, as well as residential service under this tariff, will terminate. Customers will then be automatically re-subscribed to the service offering under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2 for intraLATA service (if customer retains intraLATA service) and/or the service offering under <http://www.mci.com/service/> for interstate service (if customer retains interstate service) to which customer was subscribed at the time of subscription to this plan.

LOCAL EXCHANGE SERVICE

3. Local Exchange Service (Cont.)

3.1 Residential (Cont.)

3.1.1 General Provisions (Cont.)

H. (Cont.)

H.3 (Cont.)

- 2) For existing customers who disconnect from either a) interstate service under <http://www.mci.com/service/> and from intraLATA service under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2, b) intraLATA service under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2 only, or c) from interstate service under <http://www.mci.com/service/>: The companion residential service offering under <http://www.mci.com/service/> and under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2 , as well as residential service under this tariff, will terminate. Customers will then be automatically re-subscribed to Residential RLD Service under this tariff for local exchange service and to the service offering under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2 for intraLATA service (if customer retains intraLATA service) and/or the service offering under <http://www.mci.com/service/> for interstate service (if customer retains interstate service) to which customer was subscribed at the time of subscription to this plan.
- 3) For new customers who disconnect from either a) residential service under this tariff only, b) residential service under this tariff and intraLATA service under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2, or c) residential service under this tariff and interstate service under <http://www.mci.com/service/>: The companion residential long distance service under <http://www.mci.com/service/> , and intraLATA and/or interLATA service under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2, as well as residential service under this tariff, will terminate. Customers will then be automatically re-subscribed to Basic Calling Plan P under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2 for intraLATA service (if customer retains intraLATA service) and/or its companion interstate service offering under <http://www.mci.com/service/> for interstate service (if customer retains interstate service).

LOCAL EXCHANGE SERVICE

3. Local Exchange Service (Cont.)

3.1. Residential (Cont.)

3.1.1 General Provisions (Cont.)

H. (Cont.)

H.3 (Cont.)

- 4) For new customers who disconnect from either a) interstate service under <http://www.mci.com/service/> and from intraLATA service under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2, b) intraLATA service under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2 only, or c) from interstate service under <http://www.mci.com/service/>: The companion residential service offering under <http://www.mci.com/service/> and under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2, as well as residential service under this tariff, will terminate. Customers will then be automatically re-subscribed to Residential RLD Service under this tariff for local exchange service and to Basic Calling Plan P under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2 for intraLATA service (if customer retains intraLATA service) and/or its companion interstate service offering under <http://www.mci.com/service/> for interstate service (if customer retains interstate service).

H.4: For Residential RLC-1 customers with local residential service on their primary lines described in this tariff who have two or more lines on their account, the following termination provisions apply:

- 1) For customers who disconnect from residential service under this tariff: The companion residential service offering under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2 and <http://www.mci.com/service/>, as well as residential service under this tariff, will terminate. Customers will then be automatically re-subscribed to Basic Calling Plan P under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2 and its companion residential service under <http://www.mci.com/service/>.

LOCAL EXCHANGE SERVICE

3. Local Exchange Service (Cont.)

3.1 Residential (Cont.)

3.1.1 General Provisions (Cont.)

H. (Cont.)

H.4 (Cont.)

2) For customers who disconnect either from i) interstate service under <http://www.mci.com/service/> and interLATA service under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2 or ii) intraLATA service under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2: The companion residential service offering under <http://www.mci.com/service/> and under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2, as well as residential service under this tariff, will terminate. Customers will then be automatically re-subscribed to Basic Calling Plan P under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2 (if customer has disconnected from interstate service) or its companion residential service under <http://www.mci.com/service> (if customer has disconnected from intrastate service). Customer will also be automatically re-subscribed to Residential RLD service under this tariff.

3) For customers who disconnect both from interstate service under <http://www.mci.com/service/> and from intrastate (interLATA and intraLATA) service under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2: The companion residential service offering under <http://www.mci.com/service> and under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2, as well as residential service under this tariff, will terminate. Customers will then be automatically re-subscribed to Residential RLD Service under this tariff.

4) For customers who disconnect their primary line either from interstate service under <http://www.mci.com/service/>, intrastate service under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2, or residential service under this tariff, and customer's additional line or lines remain on the account: The companion residential service offering under <http://www.mci.com/service/> and under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2, and residential service under this tariff, will terminate. Customer's additional line or lines will then be automatically re-subscribed to Basic Calling Plan P under MCI WorldCom Communications, Inc, NM SCC Tariff No. 2 (if customer has disconnected from interstate service) or its companion residential service under <http://www.mci.com/service> (if customer has disconnected from intrastate service), and the additional line or lines will also be automatically re-subscribed to Residential RLD service under this tariff.

LOCAL EXCHANGE SERVICE

3. Local Exchange Service (Cont.)

3.1. Residential (Cont.)

3.1.2 Plans

3.1.2.1 Residential RLA Service

Customers who subscribe to this voice service must 1) select and designate MCImetro as its Local Exchange Carrier (LEC) and MCI WorldCom Communications, Inc., as both its Interexchange Carrier (IXC) for interstate and intrastate calling and as its intraLATA toll provider for intraLATA toll calling and 2) concurrent with enrollment in this plan, customers must also enroll in the companion residential service offered in <http://www.mci.com/service> and must subscribe to this service as offered in this Tariff and MCI WorldCom Communications, Inc, NM SCC Tariff No. 2. Customers who subscribe to this service may not subscribe to Residential RLC, RLE or RLG on another line on their account.

A monthly recurring charge of \$55.99 will apply to this service. This charge is identical to and shall not be in addition to any monthly recurring charge applicable to companion Federal Service or to companion State Service.

MCI WorldCom Communications Inc., customers will be charged the intraLATA and long distance rates as specified in the companion residential long distance service as set forth in <http://www.mci.com/service> and MCI WorldCom Communications, Inc, NM SCC Tariff No. 2.

Customer will receive unlimited local usage. Customer will receive the following features, where facilities are available: Call Waiting, Call Waiting ID Name & Number, Caller ID Name & Number, Speed Dial 8, Three Way Calling, Anonymous Call Rejection, and Voicemail.

Termination: The termination provisions set forth in Section H.1 herein will apply to customers of this service who continue to maintain a Company account and who do not elect to subscribe to other service offerings under this tariff.

LOCAL EXCHANGE SERVICE

3. Local Exchange Service (Cont.)

3.1 Residential (Cont.)

3.1.2 Plans (Cont.)

3.1.2.2 Residential RLC Service

Customers who subscribe to this voice service must 1) select and designate MCImetro as its Local Exchange Carrier (LEC) and MCI WorldCom Communications Inc., as both its Interexchange Carrier (IXC) for interstate and intrastate calling and as its intraLATA toll provider for intraLATA toll calling, 2) subscribe to Residential RLC Service as described in this tariff, and 3) concurrent with enrollment in this plan, customers must also enroll in the companion residential service offered in <http://www.mci.com/service> and in MCI WorldCom Communications, Inc, NM SCC Tariff No. 2. Customers who subscribe to this service may not subscribe to Residential RLA, RLE or RLG service as described in this tariff on another line on their account.

A monthly recurring charge will apply to this service. This charge is identical to and shall not be in addition to any monthly recurring charge applicable to companion Federal Service or to companion State Service.

Customer will receive unlimited local service usage.

For the purposes of this plan, the following definitions apply: new customers are customers, who, at the time of subscription to this plan, are not receiving service under this tariff and MCI WorldCom Communications, Inc, NM SCC Tariff No. 2 and <http://www.mci.com/service>; and existing customers are customers, who, at the time of subscription to this plan, are receiving service under this tariff and MCI WorldCom Communications, Inc, NM SCC Tariff No. 2 and <http://www.mci.com/service>.

Termination: The termination provisions set forth in Section H.3 herein will apply to customers of this service who continue to maintain a Company account and who do not elect to subscribe to other service offerings under this tariff:

Monthly Recurring Charge

Zone 1: \$24.99

Zone 2: \$28.99

LOCAL EXCHANGE SERVICE

3. Local Exchange Service (Cont.)

3.1 Residential (Cont.)

3.1.2 Plans (Cont.)

3.1.2.3 Residential RLC-1 Service

Residential RLC-1 Service is available to Customers who enroll in Residential RLA, RLC, RLE, or RLG service on their primary line as described in this tariff who have two or more lines on their account.

Customers who subscribe to this voice service must 1) select and designate MCImetro as its Local Exchange Carrier (LEC) and MCI WorldCom Communications Inc., as both its Interexchange Carrier (IXC) for interstate and intrastate calling and as its intraLATA toll provider for intraLATA toll calling, 2) subscribe to Residential RLA, RLC, RLE, or RLG service as described in this tariff, and 3) concurrent with enrollment in this plan, customers must also enroll in the companion residential service offered in <http://www.mci.com/service> and in MCI WorldCom Communications, Inc, NM SCC Tariff No. 2.

A monthly recurring charge will apply to this service. This charge is identical to and shall not be in addition to any monthly recurring charge applicable to companion Federal Service or to companion State Service. MCI WorldCom Communications Inc., customers will be charged the intraLATA and long distance rates as specified in the companion residential long distance service as set forth in <http://www.mci.com/service> and in MCI WorldCom Communications, Inc, NM SCC Tariff No. 2.

Customer will receive unlimited local service usage.

Monthly Recurring Charge:

Zone 1: \$20.99

Zone 2: \$24.99

Termination: The termination provisions set forth in Section H.4 herein will apply to customers of this service who continue to maintain a Company account and who do not elect to subscribe to other service offerings under this tariff.

LOCAL EXCHANGE SERVICE

3. Local Exchange Service (Cont.)

3.1 Residential (Cont.)

3.1.2 Plans (Cont.)

3.1.2.4 Residential RLD Service

Customers who subscribe to this voice service will receive local exchange service only. Customers must contact a Company representative to enroll in this service; this service is only available to customers previously enrolled in Residential RLC or RLC-1 service under this tariff who disconnect their long distance and intraLATA service under <http://www.mci.com/service> and MCI WorldCom Communications, Inc, NM SCC Tariff No. 2.

Unlimited local calling is included with this service. Usage from any other residential service offerings cannot be aggregated with this service.

IntraLATA calls are not included in the monthly Residential RLD charge. Customers who have selected MCI WorldCom Communications Inc., as their primary intraLATA exchange carrier will be charged the intraLATA rates as specified in MCI WorldCom Communications, Inc, NM SCC Tariff No. 2.

Monthly Recurring Charges:

Zone 1: \$22.99

Zone 2: \$26.99

LOCAL EXCHANGE SERVICE

3. Local Exchange Service (Cont.)

3.1 Residential (Cont.)

3.1.2 Plans (Cont.)

3.1.2.5 Residential RLD-1 Service

Customers who subscribe to this voice service will receive one home phone line that includes touch-tone service. Customers must contact a Company representative to enroll in this service; this service is only available to customers previously enrolled in Residential RLA service under this tariff who disconnect their long distance and intraLATA service under <http://www.mci.com/service> and MCI WorldCom Communications, Inc, NM SCC Tariff No. 2.

Unlimited local calling is included with this service. Customers will receive the following features, where facilities are available: Call Waiting, Call Waiting ID w/Name & Number, Caller ID w/Name & Number, Speed Dial 8, Three-Way Calling, Anonymous Call Rejection, and Voicemail. Usage from any other residential service offerings cannot be aggregated with this service.

IntraLATA calls are not included in the monthly Residential RLD-1 charge. Customers who have selected MCI WorldCom as their primary intraLATA exchange carrier will be charged the intraLATA rates as specified in MCI WorldCom Communications, Inc, NM SCC Tariff No. 2.

Monthly Recurring Charges:

Zone 1: \$33.99

Zone 2: \$36.99

LOCAL EXCHANGE SERVICE

3. Local Exchange Service (Cont.)

3.1. Residential (Cont.)

3.1.2 Plans (Cont.)

3.1.2.6 Residential RLD-3 Service

Customers who subscribe to this voice service will receive one home phone line that includes touch-tone service. Customer will receive unlimited local exchange service. Customers receive the following features, where facilities are available: Call Waiting, Call Waiting ID Name & Number, Caller ID Name & Number, 3-Way Calling, Anonymous Call Rejection

IntraLATA calls are not included in the monthly Residential RLD-3 charge. Customers who have selected MCI WorldCom as their primary intraLATA exchange carrier will be charged the intraLATA rates as specified in MCI WorldCom Communications, Inc, NM SCC Tariff No. 2.

Monthly Recurring Charge:

Zone 1:	\$29.99
Zone 2:	\$32.99

LOCAL EXCHANGE SERVICE

3. Local Exchange Service (Cont.)

3.1 Residential (Cont.)

3.1.2 Plans (Cont.)

3.1.2.7 Residential RLE Service

Customers who subscribe to this voice service must 1.) select and designate MCImetro as its Local Exchange Carrier (LEC) and MCI WorldCom Communications Inc., as both its Interexchange Carrier (IXC) for interstate and intrastate calling and as its intraLATA toll provider for intraLATA toll calling and 2) concurrent with enrollment in this plan, customers must also enroll in the companion residential service offered in <http://www.mci.com/service> and must subscribe to this service as offered in this tariff and MCI WorldCom Communications, Inc, NM SCC Tariff No. 2. Customers who subscribe to this service may not subscribe to Residential RLA, RLC, RLD-1 or RLG service as described in this tariff on another line on their account.

A monthly recurring charge will apply to this service. This charge is identical to and shall not be in addition to any monthly recurring charge applicable to companion interstate service or to companion intrastate service. MCI WorldCom Communications Inc., customers will be charged the intraLATA and long distance rates as specified in the companion residential long distance service as set forth in <http://www.mci.com/service> and MCI WorldCom Communications, Inc, NM SCC Tariff No. 2.

Customer will receive unlimited local exchange service. Customers receive the following features, where facilities are available: Call Waiting, Call Waiting ID Name & Number, Caller ID Name & Number, 3-Way Calling, Anonymous Call Rejection.

Monthly Recurring Charge:

Zone 1: \$33.99

Zone 2: \$36.99

Termination: The termination provisions set forth in Section H.2 herein will apply to customers of this service who continue to maintain a Company account and who do not elect to subscribe to other service offerings under this tariff.

LOCAL EXCHANGE SERVICE

3. Local Exchange Service (Cont.)

3.1 Residential (Cont.)

3.1.2 Plans (Cont.)

3.1.2.8 Residential RLG Service

Customers who subscribe to this voice service must 1) select and designate MCImetro as its Local Exchange-Carrier (LEC) and MCI WorldCom Communications Inc., as both its Interexchange Carrier (IXC) for interstate and intrastate calling and as its intraLATA toll provider for intraLATA toll calling and 2) concurrent with enrollment in this plan, customers must also enroll in the companion residential service offered in <http://www.mci.com/service> and must subscribe to this service as offered in this tariff and MCI WorldCom Communications, Inc, NM SCC Tariff No. 2. Customers who subscribe to this service may not subscribe to Residential RLA, RLC, or RLE service as described in this tariff on another line on their account.

A monthly recurring charge will apply to this service. This charge is identical to and shall not be in addition to any monthly recurring charge applicable to companion interstate service or to companion intrastate service. MCI WorldCom Communications Inc., customers will be charged the intraLATA and long distance rates as specified in the companion residential long distance service as set forth in <http://www.mci.com/service> and MCI WorldCom Communications, Inc, NM SCC Tariff No. 2.

Customer will receive unlimited local exchange service. Customers receive the following features, where facilities are available: Call Waiting, Call Waiting ID Name & Number, Caller ID Name & Number, 3-Way Calling, Anonymous Call Rejection.

Monthly Recurring Charge:

Zone 1: \$29.99

Zone 2: \$32.99

Termination: The termination provisions set forth in Section H.2 herein will apply to customers of this service who continue to maintain a Company account and who do not elect to subscribe to other service offerings under this tariff.

LOCAL EXCHANGE SERVICE

3. Local Exchange Service (Cont.)

3.1. Residential (Cont.)

3.1.3 Directory Assistance/Directory Assistance Call Completion

A customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. The customer may request a maximum of one listing per call.

Directory Assistance Per call charge: \$0.95

Customers may request the Directory Assistance operator to complete a call to the last number requested on that particular Directory Assistance call. The customer will be charged a usage rate in accordance with the Company Local Exchange Service to which the customer is presubscribed for completed calls.

Directory Assistance Call Completion Per Call Charge: \$0.00

Qualified customers who are unable to use a telephone directory because of physical disabilities will be exempt from the per call charge for Directory Assistance/Directory Assistance Call Completion.

3.1.4 Operator Services

Busy Line Verification Operator verifies that a line is currently busy.

Busy Line Interrupt Operator interrupts a conversation in progress to ascertain willingness to establish conversation with an alternate party.

Person-to-Person Call A service where the person originating the call specifies to the operator a particular person to be reached. Person to person can be billed to a calling card, billed to a third number or billed as collect at no additional charge.

3rd Number Billing Call A billing arrangement by which a message may be charged to an account associated with a number other than the originating or terminating numbers.

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

LOCAL EXCHANGE SERVICE

3. Local Exchange Service (Cont.)

3.1 Residential (Cont.)

3.1.4 Operator Services (Cont.)

3rd Number Billing – Operator Assisted A billing arrangement by which a message may be charged via personal operator assistance to an account associated with a number other than the originating or terminating numbers.

3rd Number Billing – Mechanized/Automated A billing arrangement by which a message may be charged to an account associated with a number other than the originating or terminating numbers without personal operator assistance.

Collect – Operator Assisted Provides the customer with the capability to charge a call to the called party via personal operator assistance. On the announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the announcement.

Collect – Mechanized/Automated Provides the customer with the capability to charge a call to the called party without personal operator assistance. On the announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the announcement.

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

Operator Assisted – Sent Paid Includes all calls where the person originating the call pays for the call by having the call billed to the originating phone number and calls from pay phones when the caller pays for the call by depositing coins.

Qualified customers who are unable to use a telephone directory because of physical disabilities will be exempt from charges for Operator Services.

Busy Line Verification:	\$2.00
Busy Line Interrupt:	\$2.75
Person-to-Person Call:	\$3.50
Collect-Operator Assisted:	\$2.25
3 rd Number Billing – Operator Assisted:	\$2.35
3 rd Number Billing – Mechanized/Automated:	\$1.35
Collect – Mechanized/Automated:	\$1.75
Operator Assisted – Sent Paid:	\$1.35

LOCAL EXCHANGE SERVICE

3. Local Exchange Service (Cont.)

3.1 Residential (Cont.)

3.1.5 Directory Listings Options and Types

Listed The customer's telephone number is listed in the telephone directory and is available through directory assistance. One primary listing is provided per telephone number on an account. The Directory Listing option selected for the Main listing determines how the line is published.

Non-Listed The customer's telephone number is not listed in the telephone directory, but is available through Directory Assistance.

Non-Published Listing The customer's telephone number is not listed in the telephone directory and is not available to requesters through directory assistance.

Main Listing Applied as the first listing for the customer's primary line.

Additional Main Listing Applied as the first listing for additional lines the customer may have on an account.

Residential Additional Listing This listing furnishes additional listings for a residential customer's telephone number, whether for the primary or additional lines.

Multi-Ring Listing support situations where there are multiple (2 or 3) phone numbers assigned to a single party line with distinctive ringing patterns. Available only to customers electing Listed or Non-Listed options.

Directory Listing Options and Types – Charges

<u>Option</u>	<u>Monthly Recurring Charge</u>
Listed	N/C
Non-Listed	\$1.50
Non-Published	\$2.50
Main	N/C
Additional Main	N/C
Residential Additional	\$1.50

LOCAL EXCHANGE SERVICE

3. Local Exchange Service (Cont.)

3.1 Residential (Cont.)

3.1.6 Other Residential Non-Recurring Charges

These charges are non-recurring and apply to various customer requests for connecting, moving or changing service. These charges are in addition to all other scheduled rates and charges that would normally apply.

<u>Non-Recurring Charges</u> <u>Option</u>	<u>Non-Recurring Charge</u>
Line Connection Fee	\$80.00
Installation Dispatch	\$50.00
Service Restoral Charge	\$30.00
Telephone Number Change Charge	\$20.00
Returned Check Charge	\$10.00
Record Order Charge	\$15.00
InterLATA/IntraLATA PIC Change Charge	\$5.00
Service Order Charge	\$0.00
Blocking Setup Charge*	\$6.00

* Applies only to customers selecting Toll Blocking or Carrier Access Code Blocking after initial installation.

3.1.7 Blocking Features

Block Call Return
Prohibits the customer from being capable of using the per-use Call Return feature.

Block Call Trace
Prohibits the customer from being capable of using the per-use Call Trace feature.

Block Collect and/or 3rd Party Calling
Prohibits the operator from connecting and charging collect and 3rd party calls.
Cannot be selected with Customized Call Restriction.

Block Directory Assistance Call Completion (DACC)
Prohibits the customer from completing Directory Assistance calls.

LOCAL EXCHANGE SERVICE

3. Local Exchange Service (Cont.)

3.1 Residential (Cont.)

3.1.7 Blocking Features (Cont.)

Carrier Access Code Blocking

Restricts attempts to place 1 + calls over an alternate carrier's network. Cannot be selected with Toll Restriction.

Toll Restriction Prohibits end-users from placing most 1 + calls and all 0 + outgoing calls (including access to 900/976 pay-per-call services). Local calls, calls to 800/950 numbers and repair will be permitted. Cannot be selected with Block International, Block 900/976, Carrier Access Code Blocking, Customized Call Restriction.

Block International

Prevents completion of 011 + and 101XXXX011 + International Direct Dialed calls. Will not block international direct dialed calls placed with an area code. Cannot be selected with Toll Restriction.

Block 900/976

Blocks the following outgoing calls from a customer's line.
Blocks: 976, 1 + 976, 1 + 900

Block Repeat Dialing

Prohibits the customer from using the Repeat Dialing monthly feature shown in Features and Options below. Cannot be selected with Repeat Dialing.

Block 3-Way Calling

Prohibits the customer from using the 3-Way Calling monthly feature shown in Features and Options below. Cannot be selected with 3-Way Calling.

Complete Blocking for Caller ID

Allows a customer to prevent delivery of their telephone number, on all outgoing calls, to a called party who subscribes to a Caller ID service.

Selective Blocking for Caller ID

Blocks customer's name and telephone number from appearing on the call recipient's Caller ID display on a per-call basis.

LOCAL EXCHANGE SERVICE

3. Local Exchange Service (Cont.)

3.1 Residential (Cont.)

3.1.7 Blocking Features (Cont.)

Blocking Features – Charges

<u>Feature</u>	<u>Monthly Recurring Charge</u>
Block Call Return	\$0.00
Block Call Trace	\$0.00
Block Collect and/or 3 rd Party Calling	\$0.00
Block DACC	\$0.00
Carrier Access Code Blocking	\$0.00*
Toll Restriction	\$0.00*
Block International	\$0.00
Block 900/976	\$0.00
Block Repeat Dialing	\$0.00
Block 3-Way Calling	\$0.00
Complete Blocking for Caller ID	\$0.00
Selective Blocking for Caller ID	\$0.00

* A non-recurring charge of \$6.00 will apply to customers selecting this feature after initial installation.

3.1.8 Features and Options

The following features are provided where facilities are available:

Anonymous Call Rejection (ACR) Rejects incoming calls that have been marked private or anonymous. Must be selected with Caller ID Number Only, Caller ID Name & Number, or Call Return.

Call Forwarding Automatically routes all incoming local or LD calls to any number that customer specifies. The Call Forwarding Number can be across state lines or outside of LATA boundaries, but local or long distance toll charges will apply from the call forwarding number to the forwarded-to number. Applied on a per line basis.

Call Forwarding-Busy Allows the end-user to forward calls outside the end-user's switch type when the called telephone number is busy. Incoming calls are forwarded to a predetermined Call Forwarding Number. The Call Forwarding Number can be across state lines or outside of LATA boundaries, but local or long distance toll charges will apply from the call forwarding number to the forwarded-to number. Cannot be selected with Call Forwarding - Busy & No Answer or Call Forwarding No Answer.

LOCAL EXCHANGE SERVICE

3. Local Exchange Service (Cont.)

3.1 Residential (Cont.)

3.1.8 Features and Options (Cont.)

Call Forwarding-No Answer Automatically forwards unanswered incoming calls to an alternate telephone number after a pre-selected number of rings. Incoming calls are forwarded to a predetermined Call Forwarding Number. The Call Forwarding Number can be across state lines or outside of LATA boundaries, but local or long distance toll charges will apply from the call forwarding number to the forwarded-to number. Cannot be selected with Call Forwarding - Busy & No Answer or Call Forwarding Busy.

Call Forwarding-Busy & No Answer Call Forwarding-Busy & No Answer Incoming calls may be forwarded to a local or long distance number pre-selected by the customer, but local or long distance toll charges will apply from the call forwarding number to the forwarded-to number. Calls must be forwarded to the same Call Forwarding Number on both a busy line condition and when the telephone is not answered after a predetermined Ringing Cycle. To forward calls to different Call Forwarding Numbers, separate features must be ordered. Cannot be selected with Call Forwarding-Busy or Call Forwarding-No Answer. Applied per line.

Call Return Enables the customer to dial back the number of the last incoming call whether the call was answered or not. Customer can prompt the central office to redial the telephone number of the last incoming call by dialing "1." Provides the telephone number of the last incoming call before the prompt to return the call. Cannot be selected with Block Call Return. Must be selected with Anonymous Call Rejection.

Call Screening Provides blocking of up to fifteen (15) numbers created on an "unwanted callers" list by the customer. When an "unwanted caller" attempts to call the customer, a recorded message indicates that the customer is not accepting calls. Applied per line.

Call Transfer Call Transfer allows an end-user to transfer an incoming call to any dialable telephone number, including a long distance telephone number, and to hang up without disconnecting the call. Call Transfer also allows an end-user to add a third party to an existing incoming call. Call Waiting and Call Transfer are compatible on the same line; however, only one feature will work at a time. If an end-user has Speed Dial 8 and subscribes to Call Transfer, the list size maximum changes from 8 to 6 numbers. The numbers used will be 2-7. The Call Transfer Number can be across state lines or outside of LATA boundaries, but local or long distance toll charges will apply.

LOCAL EXCHANGE SERVICE

3. Local Exchange Service (Cont.)

3.1 Residential (Cont.)

3.1.8 Features and Options (Cont.)

Call Waiting When on a call, Call Waiting alerts the customer with a special tone that another call is waiting. A reminder tone will sound ten (10) seconds after the first tone. It allows the waiting call to be answered without disconnecting from the existing call. Allows switching between the calls whenever desired. Allows either call to be ended at any time. The customer has the ability to disable and reactivate the feature at will. Applied per line.

Call Waiting ID – Name and Number When the customer is on the phone and receives another call, Call Waiting ID displays the name and number of the incoming caller. Requires display screen, purchased separately by customer from an appropriate vendor. Must be selected with Caller ID-Name and Number and Call Waiting.

Caller ID-Number Only This feature enables the customer to view on a display unit the telephone number of the calling party. Requires display screen, purchased separately by customer from an appropriate vendor. Applied per line. Cannot be selected with Caller ID – Name and Number. Must be selected with Anonymous Call Rejection.

Caller ID - Name and Number This feature enables the customer to view on a display unit the telephone number of the calling party as well as the listing associated with the calling party's telephone number in most cases. Requires display screen, purchased separately by customer from an appropriate vendor. Applied per line. Cannot be selected with Caller ID – Number Only. Must be selected with Anonymous Call Rejection.

Customized Call Restriction Provides screening options that restrict certain types of outgoing operator assisted toll calls. When end-users dial 0/0+, operator services will require charges for the call to be billed collect, to a third party or to a calling card. Allows all local and nonchargeable calls, e.g., calls to 800 type service numbers and public emergency service numbers such as 911/Enhanced 911 (E911). Calls dialed 0/0+ to Directory Assistance (DA) will be permitted if alternate billing is provided. Must be selected with Block Collect & Third Party Calling. Cannot be selected with Block 900/976.

Directed Call Pickup Allows a line to pick up an incoming call which is ringing or has already been answered on another line.

LOCAL EXCHANGE SERVICE

3. Local Exchange Service (Cont.)

3.1 Residential (Cont.)

3.1.8 Features and Options (Cont.)

Home Intercom Provides an intercom system on a single line that has multiple telephone sets. When Home Intercom is initiated, all telephones on the line ring with a distinctive ring pattern. Any telephone on the line can be used to initiate Home Intercom.

Multi-Ring 2 Enables two telephone numbers to share one line, in one location, without installing any additional lines. A unique ringing pattern is provided for each of the additional numbers. Cannot be selected with Multi-Ring 3.

Multi-Ring 3 Enables three telephone numbers to share one line, in one location, without installing any additional lines. A unique ringing pattern is provided for each of the additional numbers. Cannot be selected with Multi-Ring 2.

Priority Call Ringing Provides a distinctive ringing pattern (short, long and short), for a Priority Call List containing up to 15 telephone numbers, all of which must be within a Signaling System 7 (SS7) network to be recognized. Incoming calls from telephone numbers on the Priority Call List that encounter a Busy or Don't Answer condition will be treated like any other incoming call; however, the distinctive ringing pattern is not forwarded to the remote location. Applied per line.

Repeat Dialing Allows auto call back of last outgoing number and keeps trying a busy line until the call can be completed. Applied per line. Cannot be selected with Block Repeat Dialing.

Speed Dial- 8 - This provides for the calling of pre-selected telephone numbers by dialing a 1- or 2-digit abbreviated code for up to 8 phone numbers. When the designated code is entered, the telephone number assigned to the code will be dialed. Cannot be selected with Speed Dial 30.

Speed Dial- 30 - This provides for the calling of pre-selected telephone numbers by dialing a 1- or 2-digit abbreviated code for up to 30 phone numbers. When the designated code is entered, the telephone number assigned to the code will be dialed. Cannot be selected with Speed Dial 8.

Three Way Calling - Allows another party to be added to a call already in progress. The added party may be local or long distance. Toll or local measured service charges will apply to each leg of a Three Way Call.

LOCAL EXCHANGE SERVICE

3. Local Exchange Service (Cont.)

3.1 Residential (Cont.)

3.1.8 Features and Options (Cont.)

Talking Call Waiting provides an audible announcement of the incoming caller's name. The announcement consists of the regular call waiting tone followed immediately by the calling party's name. On some out of state calls, the end-user may hear the state name followed by the area code where the call has originated. After hearing the new caller's name, the end-user can flash to accept the incoming call or ignore the new call and continue with the original conversation. Must be selected with Call Waiting or Call Waiting ID.

Voicemail A personalized answering service built right into a customer's telephone line. Customers can receive, save and retrieve messages from any touch-tone phone. Voicemail will take messages when the line is busy, if a call waiting is ignored or if the customer is online or sending a fax. Cannot be selected with Call Forwarding- Busy, Call Forwarding-No Answer, or Call Forwarding-Busy & No Answer.

Features and Options - Charges

Feature	Monthly Recurring Charge
Anonymous Call Rejection	\$0.00
Call Forwarding	\$3.00
Call Forwarding-Busy	\$0.40
Call Forwarding-No Answer	\$0.80
Call Forwarding-Busy with No Answer	\$1.15
Call Return	\$2.95
Call Screening	\$2.95
Call Transfer	\$6.00
Repeat Dialing	\$3.00
Call Waiting	\$4.78
Call Waiting ID w/Name & Number	\$0.00
Caller ID Number Only	\$5.75
Caller ID Name & Number	\$6.25
Customized Call Restriction	\$5.00
Directed Call Pickup	\$1.00
Home Intercom	\$1.50
Multi-Ring 2	\$5.00
Multi-Ring 3	\$7.50
Priority Call Ringing	\$3.00
Speed Dial 8	\$2.00
Speed Dial 30	\$3.00
Talking Call Waiting	\$2.95
Three Way Calling	\$3.50
Touch Tone	\$0.00

Revised: March 3, 2003

Effective: March 17, 2003

Randee Klindworth
Tariff Specialist
707 17th Street, #4200
Denver, CO 80202

LOCAL EXCHANGE SERVICE

3. Local Exchange Service (Cont.)

3.1 Residential (Cont.)

3.1.9 Pay Per Use Features

Call Return (*69) This feature enables the customer to dial back the number of the last incoming call whether the call was answered or not. If the line is busy call return will keep trying to complete the call for 30 minutes.

Call Trace (*57) Provides a detailed record of last incoming call, including call-waiting calls. It automatically records the phone number, time, and date of the call. MCI security processes this information and provides it to the appropriate law enforcement agency should you decided to file a complaint. Cannot be selected with Block Call Trace.

Repeat Dialing (*66) Repeat Dialing, when activated, automatically redials the last number the customer attempted to call. If the called line is not busy, the call will be placed. If the called line is busy, a confirmation announcement is heard. The customer hangs up and a queuing process begins. For the next 30 minutes, both the calling and called lines are checked periodically for availability to complete the call. If during this queuing process the called line becomes idle, the customer is notified, via a distinctive ring, that the network is ready to place the call. When the customer picks up the telephone the call will automatically be placed. In some locations, due to technological limitations Repeat Dialing must be purchased with Call Return.

3-Way Calling (*71) Allows another party to be added to a call already in progress. The added party may be local or long distance. Toll or local measured service charges will apply to each leg of a 3-Way Call. Cannot be selected with Block Three Way Calling.

Pay-Per-Use Features - Charges

<u>Feature</u>	<u>Per-Use Charge</u>
Call Return (*69)*	\$0.75
Call Trace (*57)	\$4.00
Repeat Dialing (*66)*	\$0.75
3-Way Calling (*71)*	\$0.75

* A spending cap of \$6.00 will apply to this feature; once the customer uses at least \$6.00 worth of this feature in any given month, the customer may continue to use this feature but will not be charged more than \$6.00 for that month of usage.

ed: March 3, 2003

Effective: March 17, 2003

Randee Klindworth
Tariff Specialist
707 17th Street, #4200
Denver, CO 80202

LOCAL EXCHANGE SERVICE

3. Local Exchange Service (Cont.)

3.1 Residential (Cont.)

3.1.10 Local Number Portability

Monthly Recurring Charge per line: \$0.43

3.1.11 Service Availability

Service is available in Zones 1 & 2 as adopted by New Mexico Public Regulation Commission.

3.1.12 Local Calling Areas

The Company concurs in the exchange and Local Calling Area designations specified in the relevant ILEC's Local Exchange Services tariff.