

Cbeyond Communications, LLC

**320 Interstate North Parkway
Atlanta, Georgia 30339**

**RESOLD INTRASTATE INTEREXCHANGE
TELECOMMUNICATIONS SERVICES TARIFF**

This tariff, being filed pursuant to Section 13-502(b) of the Public Utility Act, 20 ILCS 5, contains the description, regulations and rates for the furnishing of competitive resold interexchange telecommunications services provided by Cbeyond Communications, LLC throughout the State of Illinois. The principal offices of Cbeyond Communications, LLC are at 320 Interstate North Parkway, Atlanta, Georgia 30339. This tariff is on file with the Illinois Commerce Commission, and copies may be inspected during normal business hours at the Company's principal place of business in Atlanta, Georgia.

Issued: September 21, 2001

Effective: September 24, 2001

**By: Julia O. Strow
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CHECK SHEET

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date indicated below.

<u>Sheet</u>	<u>Revision</u>		<u>Sheet</u>	<u>Revision</u>
1	Original			
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27	2 nd Revised	*		
28	1 st Revised	*		
29	Original			

* = New revision or new sheet

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Effective: May 5, 2015

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- | | |
|-----|--|
| (D) | Delete or Discontinue |
| (I) | Change Resulting in an Increase to a Customer's Bill |
| (M) | Moved from another Tariff Location |
| (N) | New |
| (R) | Change Resulting in a Reduction to a Customer's Bill |
| (T) | Change in Text or Regulation but no Change in Rate or Charge |

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TARIFF FORMAT

- A. Sheet Numbering** - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
- B. Sheet Revision Numbering** - Revision numbers also appear in the upper right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheet** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff cross referenced to the current version number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current sheet on file with the Commission.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

1.1 Definitions

Busy Hour - The two consecutive half hours during which the greatest volume of traffic is handled.

Call - A completed connection between the Calling and Called parties.

Calling Station - The telephone number from which a Call originates.

Called Station - The telephone number called.

Carrier - An entity other than the Company that provides telecommunications services.

Commission - The Illinois Commerce Commission

Company – Cbeyond Communications, LLC, unless specifically stated otherwise.

Customer – End User. A person, association, firm, corporation, partnership, governmental agency or other entity, including affiliates or divisions of the Customer, in whose name the telephone number of the Calling Station is registered with the underlying local exchange carrier. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff.

Day - The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the Call is originated.

Disconnect - To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

Evening - The period of time from 5:00 p.m. to (but not including) 11:00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at the location from which the Call is originated.

Incomplete - Any Call where voice transmission between the Calling and Called station is not established.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS (Cont'd)

1.1 Definitions (Cont'd)

Holiday - For the purposes of this tariff recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Message - A completed telephone call by a Customer or User.

Night - The hours of 11:00 p.m. to 8:00 a.m., Sunday through Saturday, as measured by local time at the location from which the Call is originated.

Normal Business Hours - The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Premises - The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

Rate - Money, charge, fee or other recurring assessment billed to Customers for services or equipment.

State - Illinois

Terminal Equipment - Telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically, or inductively to the telecommunication system.

User - Customer or any authorized person or entity that utilizes the Company's services.

Weekend - The hours of 8:00 a.m. to 11:00 p.m. on Saturday, and 8:00 a.m. to 5:00 p.m. on Sunday, as measured by local time at the location from which the Call is originated.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS (Cont'd)

1.2 Abbreviations

BLV – Busy Line Verification

PBX – Private Branch Exchange

PIC – Primary or Preferred Interexchange Carrier

POP – Point of Presence

V&H – Vertical and Horizontal Coordinates

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SECTION 2 - RULES AND REGULATIONS

2.1 Company Undertaking

2.1.1 The Company provides resold interexchange telecommunications services to Customers for the direct transmission of voice, data and other types of telecommunications. The Company provides service to multi-line business Customers.

2.1.2 The Company provides resold long distance service throughout the state of Illinois.

2.1.3 The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth in this tariff. When authorized by the Customer, the Company may act as the Customer's agent for ordering access connection facilities provided by other companies or entities to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.

2.1.4 The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations on Service

2.2.5 Service is offered subject to the availability of facilities and provisions of this tariff.

2.2.6 Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.

2.2.7 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.

2.2.8 The Company's services may be denied for noncompliance with any of the Commission's regulations, or for other violations of the terms and conditions set forth in this tariff.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2 Limitations on Service (Cont'd)

- 2.2.5 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.
- 2.2.6 Service temporarily may be refused or limited because of system capacity limitations.
- 2.2.7 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.2.8 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.
- 2.2.9 The Company reserves the right to discontinue furnishing service where the Customer is using the service in violation of the law or the provisions of this tariff.

2.3 Limitations of Liability

- 2.3.1 Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 2.3.2 The Company is not liable to Users for interruptions in service except as set forth in Section 2.5 of this tariff.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited, unless otherwise ordered by the Commission, to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.3.4 The Company shall not be liable for and the User shall indemnify and hold the Company harmless against any claims for loss or damages involving:
 - 2.3.4.A Any act or omission of: (i) the User; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Limitations of Liability (Cont'd)

2.3.4 (Cont'd)

- 2.3.4.B Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, war, riots, government authorities or causes beyond the Company's control;
- 2.3.4.C Any unlawful or unauthorized use of the Company's facilities and services;
- 2.3.4.D Libel, slander, infringement of copyright, or unauthorized use of any trademark, trade name or service mark arising out of the material, data information, or other content transmitted over the Company's facilities;
- 2.3.4.E Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;
- 2.3.4.F Claims arising out of any act or omission of the User in connection with service provided by the Company.
- 2.3.4.G Breach in the privacy or security of communications transmitted over the Company's facilities;
- 2.3.4.H Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the User obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Customer.
- 2.3.4.I Defacement of or damage to the Customer's Premises or personal property resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof.
- 2.3.4.J Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Limitations of Liability (Cont'd)

2.3.4 (Cont'd)

2.3.4.K Any noncompleted Calls due to network busy conditions; and

2.3.4.L Any Calls not actually attempted to be completed during any period that service is unavailable.

2.3.5 The User shall reimburse the Company for all costs, expenses and attorney's fees incurred by the Company in its defense against claims set forth in Section 2.3.4.

2.3.6 The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the User, even if the Company has acted as the User's agent in arranging for such facilities or services.

2.3.7 Any claim against the Company shall be deemed waived unless presented to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

2.3.8 The Company makes no express representations or warranties regarding the service and disclaims any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The Company does not authorize anyone to make a warranty of any kind on its behalf and the User should not rely on any such statement.

2.3.9 Any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the Customer for service, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failure or defect in facilities furnished by the Company occurred, unless the Commission orders otherwise.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders, complying with tariff regulations and assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User. The Customer also is responsible for the payment of charges for all Calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.4.4 Upon reasonable notice, the equipment provided by the Company shall be made available to Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.
- 2.4.5 The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.6 The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by the negligence or willful act of the customer or user; improper use of service; or any use of equipment or service provided by others.
- 2.4.7 The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Customer (Cont'd)

2.4.8 The Customer agrees to release, indemnify and hold harmless the Company against 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 or person, for any service interruption or loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees) incurred by the Company in its defense against such actions.

2.5 Allowances for Interruptions in Service

2.5.1 General

2.5.1.A A service is interrupted when it becomes unusable to the User, *e.g.*, the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under this tariff.

2.5.1.B An interruption period begins when the User reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

2.5.1.C If the User reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service facility or circuit considered by the Company to be impaired.

2.5.2 Application of Credits for Interrupted Services

Upon the Customer's request, a credit allowance for a continuous interruption of service for a period of more than twelve (12) hours will be made in an amount that reflects a pro rata part of the month's charge for local exchange service for the period of day(s) during which service was inoperative. Under such circumstances, there will be a minimum twenty-four (24) hour adjustment. This adjustment will be accomplished by the issuance of a credit on the Customer's subsequent bill, or by a check in instances where a final bill already has been issued.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service (Cont'd)

2.5.2 Application of Credits for Interrupted Services (Cont'd)

2.5.2.A In the event the User is affected by such interruption for a period of less than twelve (12) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

2.5.3 Limitations on Allowances

2.5.3.A No credit allowance will be made for any interruption of service:

2.5.3.A.1 due to the negligence of, or noncompliance with the provisions of this tariff by, any person or entity other than the Company, including but not limited to the Customer or other entities or companies connected to the service of the Company;

2.5.3.A.2 due to the failure of power, equipment, systems or services not provided by the Company;

2.5.3.A.3 due to circumstances or causes beyond the control of the Company;

2.5.3.A.4 during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption;

2.5.3.A.5 during any period in which the User continues to use the service on an impaired basis;

2.5.3.A.6 during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

2.5.3.A.7 that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; or

2.5.3.A.8 that was not reported to the Company within thirty (30) days of the date that service was affected.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 Termination of Service

- 2.6.1 A Customer may terminate service, with or without cause, by giving the Company notice. If a Customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by the Company.
- 2.6.2 The Company may discontinue service to a Customer by mailing a written notice of discontinuance substantially in the form of Appendix A to 83 Ill. Admin. Code § 735. Service will not be discontinued until at least five (5) days after delivery of the termination notice, or eight (8) days after the postmark date on a mailed notice. Said notice will not be mailed to the Customer until three (3) business days after following the due date shown on the bill. This termination notice will remain effective for twenty (20) days after the date of discontinuance shown in the notice, after which time a new written notice of discontinuance must be sent to the Customer in accordance with the same procedures. In addition to the written notice, the Company will attempt to advise the Customer when service is scheduled for discontinuance.
- 2.6.3 Service shall not be discontinued for a past due bill after 12:00 noon on the day before or on any Saturday, Sunday, legal holiday recognized by the State of Illinois, or any day when the Company's business offices are not open. Service may be discontinued only between the hours of 8:00 a.m. and 2 p.m. unless the Company is prepared to restore service within three (3) hours of the receipt of payment, at the standard reconnection charge set forth in Section 4.2.2. The Company will have authorized personnel available until 5:00 p.m. on business days to reconnect service where conditions cited as grounds for discontinuance of service are corrected and the reconnection charge is paid.
- 2.6.4 Service shall not be discontinued and shall be restored if discontinued where a present Customer who is indebted to the Company enters into an acceptable payment arrangement pursuant to 83 Ill. Admin. Code § 735.80 and complies with the terms thereof.
- 2.6.5 Service shall not be discontinued and shall be restored if discontinued for any reason that is the subject of a dispute or complaint pursuant to 83 Ill. Admin. Code §§ 735.190 and/or 735.200, while such dispute or complaint is pending and the complainant has complied with the provisions of these Sections.
- 2.6.6 Service shall not be discontinued for an amount due the Company that has not been included in a discontinuance notice.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 Termination of Service (Cont'd)

2.6.7 The Company may terminate or refuse service, with notice, for any of the following reasons:

2.6.7.A Failure to make or increase a deposit, where applicable;

2.6.7.B Failure of the Customer to pay a non-disputed past due bill owed to the Company;

2.6.7.C Failure of the Customer to permit the Company to have necessary access to its equipment, facilities, service connections or other property, after the Company has made a written request to do so;

2.6.7.D Failure of the Customer to make satisfactory arrangements to make payment in accordance with the terms of a deferred payment arrangement;

2.6.7.E Where the Company has reason to believe that a Customer has used a device or scheme to obtain service without payment and where the Company has so notified the Customer prior to disconnection;

2.6.7.F Customer violation of or noncompliance with a Commission order, municipal ordinance or any other regulation governing the service under this tariff, or for violation of or noncompliance with any rules of the Company on file with the Commission for which the Company is authorized by tariff to discontinue service for violation or noncompliance on the part of the Customer or user;

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 Termination of Service (Cont'd)

- 2.6.8 The Company may terminate service *without notice* to the Customer for any of the following occurrences:
- 2.6.8.A Customer's maintenance or operation of its equipment in such a manner as to adversely affect the Company's equipment or service to others;
 - 2.6.8.B Customer non-compliance with any provision of this tariff which results in threatening the safety of a person or the integrity of the service delivery system of the Company;
 - 2.6.8.C The existence of a condition on the Customer's premises determined by the Company to be hazardous;
 - 2.6.8.D Customer tampering with the Company's equipment or service;
 - 2.6.8.E Customer's unauthorized or illegal use of the Company's service or equipment.
 - 2.6.8.F For reasons of public safety or health.
- 2.6.9 The Customer is responsible for all charges incurred to the Calling Station regardless of which party terminates the service. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees) incurred by the Company in collecting such charges.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.7 Payment of Charges

2.7.1 The Customer is responsible for payment of all charges for service furnished to the User.

2.7.2 Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length, and payment is due upon receipt. Payment will be considered timely if paid within twenty-one (21) days of the postmark on the bill if mailed, or the date of delivery as shown on the bill if delivered by other means. After twenty-one (21) days, payment will be considered late.

2.7.3 In accordance with Illinois Administrative Code Section 735.160(d), a one-time assessment not to exceed 5.0% may be made on delinquent commercial or industrial bills; however, no such penalty shall apply to residential bills. The 5.0% assessment on delinquent commercial and industrial bills may not be applied to any balance to which the penalty was applied in a previous billing. A Finance Charge of 1.5% shall apply to the outstanding balance of charges, as at the end of the "Due Before Date", with effect from the second month after the charges are first applied, and every month thereafter. Collection procedures are unaffected by the application of the late payment charge.

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(T)

2.7.4 The Company must bill for service within one (1) year of the date that service was rendered, except in instances where the Company has reason to believe that the Customer used a device or scheme to obtain service without payment and where the Company has so notified the Customer prior to disconnection.

2.7.5 Customers must notify the Company either verbally or in writing of any disputed charges within thirty (30) days of the billing date, otherwise all charges on the invoice will be deemed accepted. All charges remain due and payable at the due date, although a Customer is not required to pay any disputed charges during the time period in which the Company conducts its investigation into the matter.

2.7.6 In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with the complaint procedures set forth in this tariff.

2.7.7 If a Customer pays a bill as submitted by the Company, and the billing is later found to be incorrect due to an error either in charging more than the published rate, in measuring the quantity or volume of service provided, or in charging for the incorrect class of service, the Company will refund the overcharge with interest from the date of overpayment at the rate of interest to be paid on deposit, as set by the Commission.

Some material previously found on this sheet is now found on Original Sheet 20.1.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.7 Payment of Charges (Cont'd.)

2.7.8 Paper Invoice Fee

All customers that do not receive E-bill (Electronic Invoicing) will receive a paper invoice charge of \$1.95 per invoice, \$9.95 for large invoices. This charge represents the costs for printing, postage, mail handling and management of paper invoices. You may avoid this charge by registering for E-bill online or by contacting customer service.

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(N)

2.8 Preferred Payment Dates

When a Customer establishes the regular inability to pay the bill on its due date because of extenuating circumstances, the Company may provide a Preferred Payment date for that Customer, not to exceed ten (10) days after the due date.

(M)
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(M)

Some material now found on this sheet was previously found on 1st Revised Sheet 20.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.9 Deposits

The Company may at times require deposits from Customers. The deposit shall not be in excess of the estimated charges for four (4) months for Business service. The estimated charges shall be based on the average monthly billing of the past six (6) months to that Customer, or, if the Customer does not have six (6) months service with the Company, the Company may use the average monthly bill for that class and type of service to determine the correct amount for the deposit.

(N)

Interest shall be paid on all deposits held by the Company. The rate of interest will be the same as the rate existing for one year United States treasury bills at that point in time when the determination of the interest rate is made by the Commission. The interest rate will be rounded to the nearest one-half (1/2) of one percent (1%). In December of each year, the Commission shall announce the rate of interest which shall be paid on all deposits held during all or part of the subsequent year.

At the request of a Customer, the Company shall compute the accrued interest upon the deposit and pay such amount to the Customer. The Company need not make such payment more often than once in a twelve (12) month period, nor sooner than twelve (12) months after receipt of a deposit.

2.10 Advance Payments

The Company will not require advance payments from Customers.

2.11 Contracts

Contracts will be used in special circumstances for Individual Case Basis (“ICB”) service offerings. The terms and conditions for each contract offering are subject to the agreement of both the Customer and Cbeyond. Any specific contract will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer that places an order within 30 days of their effective date. With respect to ICB offerings, Cbeyond will provide a notice or make it available to the Commission upon its request.

2.12 Term Agreements

Cbeyond offers Term Agreements wherein the Customer agrees to retain Cbeyond services for a mutually agreed upon length of time. If a Customer terminates service prior to the end of the term agreement, a termination charge will apply. This termination charge is equal to all future monthly and other charges which would have been payable by the Customer during the remainder of the minimum term for which such services would have otherwise been provided to the Customer.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.13 Contested Charges/Customer Complaints

All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company no more than thirty (30) days after such bills are rendered. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:

2.13.1 First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)

2.13.2 Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Illinois Commerce Commission. The address of the Commission is:

Illinois Commerce Commission
Consumer Affairs Division
527 E. Capitol Avenue
Springfield, IL 62701
Telephone (217) 782-7295
Toll-Free (888) 524-0795

2.14 Taxes

State and local sales, use and similar taxes are billed as separate items and are not included in the quoted rates for service.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

- 3.1.1 The Customer's monthly usage charges for the Company service are based upon the total number of minutes the Customer uses and the service options to which the Customer subscribes. Chargeable time begins at the time the called party answers (*i.e.* when two-way communications is possible), and ends when either party hangs up.
- 3.1.2 No charges apply if a Call is not completed.
- 3.1.3 For billing purposes, all Calls are rounded up to the nearest minute and billed in increments of one minute. The minimum call duration is one (1) minute for a connected call.
- 3.1.4 Where applicable, charges will be rounded up to the nearest penny.
- 3.1.5 Usage begins when the called party picks up the receiver (*i.e.* when two-way communication is possible). A Call is terminated when the calling or called party hangs up. The Company utilizes software answer supervision, which permits up to sixty (60) seconds of ringing before the Call becomes billed usage. Where answer supervision is not available, any Call for which the duration exceeds sixty (60) seconds shall be presumed to have been answered and becomes billed usage.
- 3.1.6 The Company will not knowingly charge for Incomplete Calls. Upon the Customer's request and proper verification, the Company shall promptly adjust or credit the Customer's account for charges or payments for any unanswered call inadvertently billed due to the unavailability of Feature Group D or due to another company's failure to provide answer supervision. Upon the Customer's request and proper verification, the Company also shall promptly adjust or credit the Customer's account for charges or payments for Calls placed to a wrong number.

3.2 Start of Billing

For billing purposes, the start of service is the day following acceptance by the Customer of the Company's service or equipment, or another date mutually agreed-upon by the Customer and the Company. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by the Company of notification of cancellation, or another date mutually agreed upon by the Customer and the Company.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.3 Calculation of Distance

3.3.1 Where applicable, usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

3.3.2 Where applicable, the airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in their NPA-NXX V&H Coordinates Tape and Bell's NECA Tariff No. 4.

3.3.2.A The airline distance between any two (2) rate centers is determined as follows:

3.3.2.B Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced document.

3.3.2.B.1 Compute the difference between the "V" coordinates of the two (2) rate centers; and the difference between the two (2) "H" coordinates ($X1-X2 = V$; $Y1-Y2 = H$).

3.3.2.B.2 Square each difference obtained in Section 3.3.2.B.1. above (V^2 ; H^2).

3.3.2.B.3 Add the square of the "V" difference and the square of the "H" difference obtained in Section 3.3.2.B.2. above ($V^2 + H^2 = S$).

3.3.2.B.4 Divide the sum of the squares by 10 ($S/10 = M$).

3.3.2.B.5 Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

3.4 Minimum Call Completion Rate

The Customer may expect a call completion rate of at least ninety percent (90%) of dialed, local interoffice calls attempted during peak use periods or the busy hour.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.5 Service Offerings

The Company offers intraLATA and interLATA long distance services. The Customer's total monthly use of the Company's service is charged at the applicable rates per minute set forth herein, in addition to any monthly service charges. None of the service offerings are time-of-day sensitive.

3.5.1 1 + Intrastate Long Distance Service

The Company's 1+ Intrastate Long Distance Service ("1+") is a long distance message telecommunications service provided between points in Illinois. Customers subscribing to this service may make Calls to any intrastate location at any time of day or night for a flat-rated per minute charge.

3.5.2 Intrastate Toll Free Services

Toll Free Service provides for facilities for the Customer(s) to receive interLATA and intraLATA calls. The Customer will be assigned unique Toll Free number(s) that, when dialed, will be routed via the Company's network and terminate at Customer's designated local access line(s).

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(T)

3.5.3 Calling Card Services

The Company will provide its Customers with calling cards for the purpose of enabling the Customer to access the Company's long distance services from areas outside of the Customer's location.

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.5 Service Offerings (Cont'd)

3.5.4 Directory Assistance

Directory Assistance provides Customers with access to telephone number information.

3.5.5 Directory Assistance Call Completion (“DACC”) Service

DACC service provides the Customer with the ability to use the directory assistance operator to connect the Customer with the party whose listing information the directory assistance operator has provided to the Customer. The DACC charge is in addition to the per Call charges for Directory Assistance set forth above.

3.5.6 Intrastate Operator Assisted Calling

The Company provides its Customers access to Operator Services by dialing 0 or 0+ the number. Customers using this service may place Calls with the assistance of an operator to any intrastate location at any time of day or night for a flat rate per minute charge plus a surcharge. Calls can be billed collect to the Call receiver, to a third party, billed to origin or to a calling card.

3.5.7 Toll Service

Provides facilities to complete interLATA, intrastate or intraLATA, interexchange calls between two points. Customer makes call by dialing directly or with operator assistance. Direct Dialing includes 1 + Area Code (where necessary) + telephone number, or, in some cases for IntraLATA, users must access the Company’s network by dialing 1010678 then 1 + Area Code + Number. For operator assistance a customer dials O only, O + telephone number or O + NPA + telephone number for IntraLATA calls.

(N)

No monthly recurring charges or minimum monthly billing requirements for outbound long distance calls will apply for those customers using Birch for both local and long distance service. A minimum monthly billing requirement of \$4.95/account per month will apply for customers using Birch for long distance service only.

(N)

3.5.8 Bad Check Charge

(T)

If payment for Service is made by a check, draft, or similar instrument (collectively “Check”) that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company will bill the Customer a returned check charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier’s check, certified check or money order.

3.5.9 Access Recovery Fee

(N)

The Access Recovery Fee funds a contribution towards partially offsetting the company’s higher costs to provide services, support its infrastructure, and recover costs associated with federally mandated charges. This charge is applied to each local or long-distance line.

(N)

SECTION 4 - RATES AND CHARGES

4.1 Services

4.1.1 1+ Intrastate Long Distance Service

Per minute rate: \$0.10

4.1.2 Toll Free, Intrastate Long Distance Service

Monthly Recurring Charge per Number: \$5.00

8XX usage will be billed separately.

	Per Minute	Minimum Increment	Billing Increment
With Local Service	\$0.069	30 seconds	6 seconds
Without Local Service	\$0.089	30 seconds	6 seconds

(D)(N)

 (D)(N)

4.1.3 Intrastate Calling Card Services

Per minute rate: \$0.22
 Payphone surcharge: \$0.30
 Operator surcharge: \$0.75

4.1.4 Intrastate Operator Assisted Calling

Initial one (1) minute: \$0.23
 Each additional minute: \$0.21

Per Call Surcharges:
 Collect Station-Station: \$0.50
 Collect Person-Person: \$0.50
 Third Party: \$0.50
 Calling Card: \$0.50
 Bill to Origin: \$0.50

SECTION 4 - RATES AND CHARGES (Cont'd)

4.1 Services (Cont'd)

4.1.5 Directory Assistance Service

Per Call: \$0.85

4.1.6 Directory Assistance Call Completion Service

Per intrastate minute: \$0.07

4.1.7 Toll Service

Monthly Recurring Charge for Long Distance Only Customers: \$1.95

	Per Minute	Minimum Increment	Billing Increment
With Local Service	<Based on Product>	30 seconds	6 seconds
Without Local Service	\$0.099	30 seconds	6 seconds

4.1.8 Bad Check Charge

Per check: \$25.00

4.1.9 Access Recovery Fee

Charge (per local or long distance line) \$0.50

(N)
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(T)
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(N)
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(N)

SECTION 4 – RATES AND CHARGES (Cont'd)

4.2 Promotions

From time to time, the Company may offer services or waive or vary service rates for promotional, market research or other similar business purposes.

4.3 Reconnect Charge

If service has been discontinued for proper cause, the Company will charge a fee to defray the cost of restoring service to the Customer. This fee will be calculated by the Company on an ICB basis.

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