
INTEREXCHANGE TELECOMMUNICATIONS SERVICES

*This tariff PUC Texas No. 5 issued by Fusion Telecom of Texas Ltd., L.L.P.
cancels and replaces in its entirety
PUC Texas No. 2 issued by Birch Telecom of Texas Ltd., L.L.P.*

FUSION TELECOM OF TEXAS Ltd., L.L.P.

This Tariff, filed with the Public Utility Commission of Texas, contains the rates, terms and conditions applicable to the provision of intrastate interexchange telecommunications services and non-switched local exchange telecommunications services in the State of Texas by Fusion Telecom of Texas Ltd., L.L.P. This Tariff is on file with the Public Utility Commission of Texas and copies may be inspected during normal business hours at the Company's principal place of business located at:

Fusion Telecom of Texas Ltd., L.L.P.
210 Interstate North Parkway, Suite 300
Atlanta, Georgia 30339

 INTEREXCHANGE TELECOMMUNICATIONS SERVICES

CHECK SHEET

The pages listed below are effective as of the date shown at the top of the respective page(s). Original and revised pages as named below comprise all changes from the original price guide and are currently in effect as of the date indicated at the top of this page.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

EXPLANATION OF SYMBOLS

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

- (C) to signify change in regulation *
- (D) to signify discontinued rate or regulation
- (E) to signify a correction of an error made during a revision
- (I) to signify increase in rate
- (M) to signify move text but no change in text, rate or regulation
- (N) to signify new material
- (R) to signify rate reduction
- (T) to signify a change in text but no change in rate or regulation

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

APPLICATION OF TARIFF

The service rates and regulations set forth in this Tariff are generally applicable to the provision of intrastate interexchange telecommunications services and non-switched local exchange telecommunications services by Fusion Telecom of Texas Ltd., L.L.P. (the "Company").

DEFINITIONS

As used in this Tariff, the following terms shall have the following meanings unless the context otherwise requires:

Company, the – Fusion Telecom of Texas Ltd., L.L.P. unless the context indicates otherwise.

Commission – The Public Utility Commission of Texas, unless the context indicates otherwise.

Customer — The person, firm, corporation or other legal entity which contracts with the Company to receive telecommunications services from the Company.

Customer Premises – One Customer Premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings on the same property.

Circuit — A communications path of a specific bandwidth or transmission speed between two or more points of termination.

Facilities — All Company-owned or operated equipment and Cable Facilities used to provide telecommunications services.

Individual Case Basis — A service arrangement in which the conditions, rates, and charges are developed based on the specific circumstances of the case.

LATA – Local Access and Transport Area

Premises — A building or structure on property not separated by a public right-of-way. The property may be divided by a private right-of-way or easement, such as a railroad right-of-way.

Personal Account Code – A numeric or alpha-numeric sequence which uniquely identifies a calling card.

Private Line Service - An unswitched full-time transmission service utilizing the Facilities to connect two or more designated locations of the same Customer or User.

Terminating Facilities — All equipment placed in a structure that converts the transmitted signal to a requested service type, connects the structure to the Company's network and provides a point of interface/connection to which the Customer can connect its equipment. This may include electronic equipment, cable, wiring, connecting panels and blocks.

User — A person, firm, or corporation designated as a user of common carrier services furnished to the Customer. A User must be specifically named in the Customer's application for services.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 PROVISION OF NON-SWITCHED LOCAL EXCHANGE SERVICE

4.1 The Company shall provide non-switched local exchange telecommunications service to Customers which enter into written contracts with the Company specifying the services to be provided by the Company, the rates to be charged, and other terms and conditions of service. Certain general terms and conditions applicable to the provision of service by the Company are set forth in this Tariff. Terms not specifically governed by this Tariff will be individually negotiated with each prospective Customer. The Company will not provide services to any Customer until a contract has been executed. On a proprietary basis, the Company will provide copies of customer contracts to the Commission's Staff on request.

4.2 Obligations of Customer

4.2.1. Conditions for Use: Service may be used for the transmission of information of the Customer provided that:

- A. The Customer has requested service in accordance with the terms and conditions set forth in this Tariff; or the Customer has entered into a written contract with the Company;
- B. The Customer shall not use service for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking; and
- C. The Customer, upon request, shall furnish such information and access to its location(s) and/or User's location(s) as may be required to permit the Company to design and maintain the Facilities to provide service and to assure that the service arrangement is in accordance with the provisions of this Tariff and the contract entered into between the Customer and the Company.

4.2.2. General Obligations

The Customer shall be responsible for:

- A. Ensuring compatibility, installation, and maintenance of equipment and systems provided by the Customer or User with the interface equipment provided and/or sanctioned by the Company.
- B. Damage to, or destruction of, Facilities caused by the negligence or willful act of the Customer or User or its agents.
- C. Reimbursing the Company for any loss caused by the theft of Facilities installed on the Customer's or User's premises.
- D. The provision of the power, wiring, and outlets required to operate the Facilities installed on the Customer's or User's Premises.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 PROVISION OF NON-SWITCHED LOCAL EXCHANGE SERVICE, (CONT'D)

4.2 Obligations of Customer, (cont'd)

4.2.2. General Obligations, (cont'd)

- E. The provision, installation, and maintenance of sealed conduit with explosive-proof fittings between equipment furnished by the Company in explosive atmosphere and points outside the hazardous area where connection may be made with the Facilities. The Customer may be required to install and maintain the Company's equipment within the hazardous area if, in the opinion of the Company, injury or damage to its employees or property might result from installation or maintenance by the Company.
- F. Obtaining permission for the Company's agents or employees to enter the Premises of the Customer or User at any reasonable hour for the purpose of installing, inspecting, repairing, or removing the Facilities.
- G. Making the Company's service components and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer and providing for reasonable access to those facilities and equipment.
- H. All actions or omissions of a person, firm, or corporation appointed by the Customer as its agent causing harm to facilities or services. No self-imposed limitations of an agent's authority shall be binding on the Company.
- I. Any breach by the Customer of the terms and conditions contained in this Tariff or in the contract between the Customer and the Company governing service.

4.2.3 Payment of Rates and Charges: The Customer is responsible for payment of all rates and charges as specified in this Tariff and/or the contract with the Company, for services furnished by the Company to the Customer or User. The Company will submit invoices to the Customer, which are due and payable upon receipt at the Customer's general office or at such other places as may be designated by the Customer. Invoices not paid within thirty (30) days are subject to late charges and interest, with interest compounded monthly at 1.5% per month, or such other amount otherwise allowed by law, to compensate Company for administrative costs incurred due to such late payments. In addition, failure to pay any past or currently due amounts may result in termination of service as described in Section 4.10 of this Tariff. Any billing errors shall be adjusted to the known date of error or for a period of one year, whichever is shorter.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 PROVISION OF NON-SWITCHED LOCAL EXCHANGE SERVICE, (CONT'D)

4.3 Obligations of the Company

- 4.3.1 **Undertakings:** The undertaking of the Company is to furnish service as ordered and specified by the Customer, and as limited by the terms and conditions of this Tariff and the contract entered into between the Customer and the Company. This offering is subject to the availability of Facilities. The Company undertakes to maintain and repair any equipment which it furnishes to the Customer, unless otherwise specified in the contract entered into between the Customer and the Company. The Customer or User may not rearrange, disconnect, remove, or attempt to repair any equipment installed by the Company without the prior written consent of the Company.
- 4.3.2 **Limitations.** The Company shall not be responsible for installation, operation, or maintenance of any Terminating Facilities or communications systems purchased or connected to service by a Customer, unless otherwise specified in the contract entered into between the Customer and the Company. Service is not represented as adapted to the use of any specific equipment or system. The responsibility of the Company shall be limited to the furnishing of service and maintenance and operation of such service. The furnishing of service will require certain physical arrangements of the Facilities of the Company and is therefore subject to the availability of such Facilities.
- 4.3.3 **Liability and Indemnification:**
- A. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages to a Customer or User as a result of any service provided by the Company or use of the Facilities, or the acts, omissions or negligence of the Company's employees or agents.
 - B. The sole remedy for a Customer or User with respect to failure of the Company to maintain proper standards or maintenance and operation or failure to exercise reasonable supervision shall in no event exceed an amount equivalent to the credit for a service interruption specified in the contract between the Company and the Customer or User.
 - C. The Company does not guarantee or make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The Customer or User indemnifies and holds the Company harmless from any and all loss, claims, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or User or by any other party or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer or User or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to maintain, removal, presence, condition, location, or use of said equipment so provided.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 PROVISION OF NON-SWITCHED LOCAL EXCHANGE SERVICE, (CONT'D)

4.3 Obligations of the Company, (cont'd)

4.3.3 Liability and Indemnification, (cont'd)

- D. The Company shall not be liable for any defacement of or damage to the Premises of a Customer, User, or any third party resulting from the furnishing of Facilities or the attachment of the instruments, apparatus, and associated wiring furnished by the Company on such Premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the agents or employees of the Company.
- E. The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Personal Account Codes issued for use with the Company's services.
- E. The Company shall be indemnified and saved harmless by the Customer or User against:
 - 1. Claims for libel, slander, and infringement of copyright arising from the material transmitted over the Facilities.
 - 2. Claims for infringement of patents arising from, combining with, or using in connection with, the Facilities and systems or apparatus of the Customer or User; and
 - 3. All other claims arising out of any act or omission of the Customer or User or their agents in connection with the Facilities, or information transmitted over the Facilities.

4.3.4 Provision of Facilities

- A. Upon agreement between the Company and the Customer, the Company will provide all Facilities necessary for service.
- B. Provided the necessary Facilities are available, service will be furnished by the Company. Where Facilities are not available, terms for provision of service will be individually negotiated with the Customer.

4.4. Service Period

The period for which service will be provided by the Company to the Customer or User shall be the period specified in the contract between the Customer and the Company.

4.5 Individual Case Basis (ICB) Arrangements

The Company may, in response to a bona fide request from a Customer or User or potential Customer or User develop a bid for a special service arrangement not currently offered by the Company. An Individual Case Basis arrangement will be offered to the Customer for acceptance in writing. Such Individual Case Basis arrangements may specify, among other things, length of service, minimum volume of service required, and the rates and charges for the proposed service.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 PROVISION OF NON-SWITCHED LOCAL EXCHANGE SERVICE, (CONT'D)

4.6 Special Construction

Provision of service may require special construction of Facilities and equipment by the Company. Special construction arrangements of Facilities may be undertaken by the Company at the request of the Customer or User, or upon determination by the Company that such charge should apply in that particular instance.

4.6.1. Survey and Design. Prior to engaging in any special construction, survey and design studies may be required. Should that be the case, the Company and the Customer may agree to arrange for the performance of those studies, the review and acceptance thereof by both the Company and the Customer, and the appropriate charges therefor. Failure to agree on the performance of such studies, the acceptability thereof, or the charges therefor, shall constitute grounds for denial of the requested service by the Company.

4.6.2. Charges for Special Construction. All recurring and non-recurring charges for special construction shall be set forth in the contract between the Company and the Customer, and shall be the responsibility of the Customer, regardless of the projected charges for the provision of service by the Company.

4.7. Service Offerings

The Company will provide point-to-point and point-to-multipoint, Private Line Services connecting a Customer's or User's locations to one another or connecting a Customer's or User's locations to interexchange carrier points of presence.

4.8 Service Rates

The rates charged by the Company for the provision of its services to Customers or Users will be offered on an Individual Case Basis and will be structured to at least recover the Company's costs of providing such services. The terms of specific Individual Case Basis contracts will be made available to the Commission upon request on a proprietary basis.

4.9 Special Charges

4.9.1 Out-of-Normal Work Hours: The charges specified in this Section 4.9 do not contemplate work being performed by Company employees at a time when overtime wages apply, due to the request of the Customer, nor do they contemplate work once begun being interrupted by the Customer. If the Customer requests labor be performed at hours of the day or days of the week other than during normal working hours or days (9:00 a.m. to 5:00 p.m., Monday through Friday), or during holidays, or if the Customer interrupts work once begun, an additional charge may be imposed, equal to the actual higher costs incurred by the Company for overtime and materials.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 PROVISION OF NON-SWITCHED LOCAL EXCHANGE SERVICE, (CONT'D)

4.9 Special Charges, (cont'd)

4.9.2 **Maintenance and Service Charge:** The Customer may be responsible for the cost incurred by the Company in connection with a maintenance and/or service visit to the Customer's or User's Premises when the difficulty or trouble results from the equipment or Facilities provided by the Customer or User, or when failure in the Company's equipment or Facilities is attributable to the Customer or User or its agents. That cost shall be based upon the current labor rate and material costs of the Company in effect at the time of the visit.

4.10 Service Cancellations

4.10.1 **Discontinuance of Service by the Company:** The Company, by such notice to the Customer as may be specified in the contract between the Customer and the Company, and in compliance with applicable regulations, may discontinue furnishing service without incurring any liability beyond that stated in the contract, upon:

- A. Non-payment of any undisputed sum due to the Company by a Customer; or
- B. A breach of any of Customer's representations or warranties contained in the contract between the Customer and the Company, or a violation by the Customer of any covenant, term or condition governing the furnishing of service as specified in this Tariff or in the contract for service between the Customer and the Company.

4.10.2 **Cancellation of Service by the Customer Prior to End of the Contract Period:** When the Customer cancels the service prior to the end of the term of the contract, the Customer may be required to pay a cancellation charge in the amount specified in the contract between the Customer and the Company.

4.10.3 **Cancellation of Application for Service:** Where the prospective Customer cancels an application for service prior to the start of installation or special construction of Facilities by the Company, no charge shall be made to the prospective Customer. Where the installation of Facilities has been started prior to the cancellation, the prospective Customer shall pay a cancellation charge in the amount specified in the contract between the Customer and the Company. Installation or special construction of facilities for a Customer is considered to have started from the latest contract date or when the Company incurs any expense in connection therewith, whichever occurs earlier.

4.11 Service Interruptions

4.11.1 **General:** The Company agrees to use its reasonable best efforts to assure continuous full-time operation of the service. The customer is considered to have experienced a service interruption when the Circuit becomes unavailable for use or the quality of transmission is such that the Circuit is effectively unusable.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 PROVISION OF NON-SWITCHED LOCAL EXCHANGE SERVICE, (CONT'D)

4.11 Service Interruptions, (cont'd)

- 4.11.2 **Service Restoration:** The Company agrees to use its reasonable best efforts to respond to the Customer's reasonable request for maintenance in connection with the service as soon as reasonably possible. The Company shall have no obligation to perform maintenance which requires access to the Customer's or other premises or buildings when that access cannot be provided to the Company by the Customer. The Company agrees to use its reasonable best efforts to minimize the duration of any service interruption.
- 4.11.3 **Liability:** The Company shall not be liable for any incidental, indirect, or consequential damages as the result of any service interruption.
- 4.11.4 **Credits:** The amount of credit for any service interruption, if any, shall be specified in the contract between the Customer and the Company.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE

5.1 The Company shall provide intrastate interexchange telecommunications service to Customers according to the terms and conditions of this Tariff.

5.2. Rules and Regulations

5.2.1 Undertaking of the Company

- A. The Company undertakes to furnish telecommunications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission between points in different exchanges within the state of Missouri.
- B. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
- C. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities, offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- D. The Company may undertake equipment or facilities additions, removals or rearrangements; routine preventive maintenance; or other service-affecting activities that may occur in normal operation of the Company's business. 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. With some emergency or unplanned service-affecting conditions, such as an outage resulting from wiring or equipment damage, notification to the Customer may not be possible.
- E. Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)

5.2. Rules and Regulations, (cont'd)

5.2.2 Limitations of Service

- A. Service is offered subject to the availability of the necessary facilities and equipment, necessary arrangements with other carriers and billing capabilities, and is subject to the provisions of this Tariff. The Company reserves the right not to provide service to or from a location where legally prohibited.
- B. The Company reserves the right to discontinue furnishing service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of any provision in this Tariff, the rules and regulations of the Commission, or the law.

5.2.3 Use of Service

A. Permitted Uses

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

B. Minimum Service Period

The minimum period of service is one month (30 days), unless otherwise stated in this Tariff.

C. Fixed Service Period

If Customer and the Company have agreed to a specified term of service, then following expiration of the initial term of service, or 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.

D. Termination

Any termination shall not relieve Customer of its obligation to pay any charges incurred under this Tariff or in any service order 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.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)

5.2. Rules and Regulations, (cont'd)

5.2.4 Liability

- A. The liability of the Company for any claim or loss, expense or damage, due to any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under the Tariff shall not exceed the amount of the credit allowance described in Section 5.2.5 herein. The extension of credit allowances as described in Section 5.2.5 shall be the sole remedy of Customer and sole liability of the Company for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under the Tariff. In no event will the Company be liable for any direct, indirect, consequential, incidental, exemplary, punitive, or special damages, or for any lost income or profits, even if advised of the possibility of the same.
- B. The Company shall not be liable for any claim or loss, expense, or damage, due to any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Tariff, if caused by or resulting from: any person or entity other than the Company; any malfunction of any service or facility provided by any Person other than the Company; labor difficulties; fire, flood, earthquake, or any other act of God; explosion; war; riot or civil disturbance; any law, order, regulation, direction, action or request of any federal, state or local government or any department, agency, commission, bureau, or other instrumentality of federal, state or local government; or by any other cause beyond the Company's control.
- C. The Company shall not be liable for and shall be fully indemnified and held harmless by Customer against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:
 1. Defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by the Company under this Tariff;

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)

5.2. Rules and Regulations, (cont'd)

5.2.4 Liability, (cont'd)

C. (cont'd)

2. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of the Company or 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 this Tariff or any agreement between the Customer and the Company; or
3. Any personal injury or death of any person or for any loss of or damage to Customer Premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by gross negligence of the Company.

D. No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

E. THE COMPANY MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.2.5 Interruption of Service

Customer will be entitled to a credit allowance for an interruption of service which is not caused by or does not result from the negligence or act of Customer or to the failure of channels, equipment, power supplies, and/or communications systems provided by Customer or Persons other than the Company. A credit allowance is subject to the provisions of this section and the other sections of this Tariff, including, but not limited to, the general liability provisions set forth in Section 5.2.4 herein and the terms of Section 5.2.6 herein. Customer is obligated to notify the Company immediately of any interruption in service for which the Customer desires a credit allowance.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)

5.2. Rules and Regulations, (cont'd)

5.2.6 Responsibility of the Customer

- A. All Customers assume general responsibilities in connection with the provisions and use of the Company's service. When facilities, equipment, and/or communications systems provided by others are connected to the Company's facilities, Customer assumes additional responsibilities. Customers are responsible for:
1. Placing orders for service; paying all appropriate charges for service rendered by the Company; complying with the Company's regulations governing the service; and assuring that its users comply with regulations.
 2. Providing:
 - (a) the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 - (b) the name(s), telephone number(s), and address(es) of the Customer contact person(s).
 3. Paying the Company for the replacement or repair of the Company's equipment when the damage results from:
 - (a) the negligence or willful act of Customer or user;
 - (b) improper use of service; or
 - (c) any use of equipment or service provided by others.
 3. A Customer who subscribes to the Company's intrastate interexchange services and resells these services to others shall be responsible for complying with all laws and regulations of the State of Texas, which relate in any way to its provision of intrastate interexchange telephone service, including, but not limited to, laws and regulations regarding consumer protection, billing and collection practices, tariffing obligations, and payment of applicable taxes.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)

5.2. Rules and Regulations, (cont'd)

5.2.6 Responsibility of the Customer, (cont'd)

B. Credit Allowances

1. Credit for failure of service will be allowed only when failure of service is caused by or occurs in facilities or equipment owned, provided and billed for, by the Company.
2. Credit allowances for failure of service starts when Customer notifies the Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
3. Customer shall notify the Company of failures of service and make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment, any act or omission of the Customer, or in wiring or equipment.
4. Only those portions of the service disabled will be credited. No credit allowances will be made for:
 - (a) interruptions of service resulting from the Company performing routine maintenance;
 - (b) interruptions of service for implementation of a Customer order for a change in the service;
 - (c) interruptions caused by the negligence or willful act of omission of Customer or its authorized user; or
 - (d) interruptions of service because of the failure of service or equipment provided by Customer, authorized user, or other carriers.

The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

C. Cancellation by Customer

1. Customer may cancel service any time after meeting the minimum service period.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)

5.2. Rules and Regulations, (cont'd)

5.2.6 Responsibility of the Customer, (cont'd)

D. Payment and Charges for Service

1. Charges for service are applied on recurring and nonrecurring bases. Service is billed on a monthly basis on or about the same day each month. Service continues to be provided until canceled by Customer or by the Company in accordance with provisions of this Tariff.
2. Payment will be due pursuant to applicable Commission rules. The Company includes its name and its toll-free telephone number on all invoices.
3. The Customer is responsible for payment of all charges for service furnished to the Customer, including, but not limited to all calls originated at the Customer's number(s); received at the Customer's number(s), e.g., collect, toll free; billed to the Customer's number(s) via third-party billing; incurred at the specific request of the Customer; or placed using a calling card issued to the Customer. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
4. Service may be denied pursuant to the Commission's rules regarding disconnection of service for nonpayment. Restoration of service will be subject to all applicable installation charges.
5. Customer is liable for all costs associated with collecting past due charges, including all attorney's fees.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)

5.2. Rules and Regulations, (cont'd)

5.2.6 Responsibility of the Customer, (cont'd)

D. Payment and Charges for Service, (cont'd)

6. Billing information provided to each customer on a monthly basis shall include but not be limited to:
 - (a) the number of access lines for which charges are stated.
 - (b) Each applicable telephone number and/or account number
 - (c) The total amount due for features and services provided.
 - (d) the beginning or ending dates of the billing period.
 - (e) the date the bill becomes delinquent if not paid on time.
 - (g) the unpaid balance (if any).
 - (h) an itemization of the amount due for toll service, including the date and duration of each toll call.
 - (i) an itemization of the amount due for taxes, franchise fees, universal service fund charges, local number portability charges, end user common line charges primary interexchange carrier charges, and other surcharges as may be necessary and appropriate.
 - (j) the total amount due.
 - (k) if applicable, the amount of a deposit and interest accrued on a deposit which has been credited to the charges stated.
 - (l) a telephone number where inquiries may be made.
 - (m) if a deposit is held by the company.
 - (n) Explanations of any abbreviations or symbols used on the customer's bill to identify specific charges; and
 - (o) The information required by this paragraph which shall be arranged so as to allow the customer to readily compute the bill with the information provided.
7. If notice of a dispute as to charges is not received in writing, in person or via telephone message by the Company within 30 days after billing is received by the Customer, the invoice shall be considered correct and binding on the Customer, unless extraordinary circumstances are demonstrated. Any disputed charges that cannot be resolved between Customer and the Company may be appealed to the Commission.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)

5.2. Rules and Regulations, (cont'd)

5.2.6 Responsibility of the Customer, (cont'd)

E. Advance Payments and Deposits, (cont'd)

1. Advance Payments

The Company may require a Customer or applicant for service to make an advance payment (1) if the applicant is unable to establish that he had a previous account with a telephone utility for a period of at least 12 months for which all undisputed charges were satisfactorily paid, or (2) if the applicant has had no previous telephone service or has had previous telephone service of less than 12 months, the applicant's credit record will be accessed and evaluated by means of a mechanized retrieval system between the Company and national recognized credit bureaus. No security payment will be required of those applicants who meet the Company's criteria, as evaluated by the scoring model. The criteria used in assessing a score is as follows: collection judgments, written-off accounts, outstanding collection accounts, various degrees of delinquency history from 30-180 days and not paid in full or current at the time of scoring, bankruptcies, liens, other public records. The advance payment will not exceed an amount equal to all nonrecurring charges and two month's estimated recurring charges, as a condition of continued or new service. The advance payment will be credited to the Customer's initial bill and, to the extent that a credit balance remains after the amount of the initial bill has been satisfied, then the credit balance will be applied to subsequent bills in the same manner until there is no balance remaining on the advance payment.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)

5.2 Rules and Regulations, (cont'd)

5.2.6 Responsibility of the Customer, (cont'd)

E. Advance Payments and Deposits, (cont'd)

2. Deposits

The Company reserves the right to examine the credit record of all service applicants as stated above and require a security deposit. If it is deemed necessary by the Company in safeguarding its interests, applicants for service or present customers may be required to make a deposit of an amount not to exceed two months' exchange service charges plus two month's estimated long distance service charges, to be applied in payment of any unpaid charges for exchange or long distance service which may be rendered. In accordance with 23.43 (b) (4) of the Commission's Substantive Rules, such deposit may be required to be made within 10 days after issuance of written termination notice and required deposit. In lieu of initial deposit, the customer may elect to pay the current bill by the due date of the bill, provided the customer has not exercised this option in the previous twelve months. The customer may furnish in writing a satisfactory guarantee to secure payment of bills in lieu of cash deposit. In accordance with 23.43 (e) (1) of the Commission's Substantive Rules, the required deposit may be based on long distance charges of the interexchange carriers only in those instances where the Company's tariff provides for billing for an interexchange carrier. Payment of the interest to the customer shall be annually if requested by the customer, or at the time the deposit is returned or credited to the customer's account. The deposit shall cease to draw interest on the date it is returned or credited to the customer's account. In accordance with 23.43 (e) (3) of the Commission's Substantive Rules, the Company will not pay interest on deposits held 30 days or less. Payment of interest will be made retroactive to the date of deposit for deposits held more than 30 days.

An applicant is defined as a person who applied for service for the first time or reapplies at a new or existing location after discontinuance of service. Customer is defined as someone who is currently receiving service.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)

5.2 Rules and Regulations, (cont'd)

5.2.6 Responsibility of the Customer, (cont'd)

E. Advance Payments and Deposits, (cont'd)

2. Deposits, (cont'd)

At the time a deposit is required, the Company shall provide applicants for, and customers of, commercial, industrial, or residential service written information about deposits in accordance with 23.45 (b) (5) of the Commission's Substantive Rules, including:

1. the circumstances under which the Company may require a deposit or an additional deposit;
2. how a deposit is calculated;
3. the amount of interest paid on a deposit and how this interest is calculated; and
4. the time frame and requirement for return of the deposit to the customer.
5. no revenue from estimated telephone directory advertising will be used in determining the amount of deposit.

An initial deposit may not be required from residential customers unless the customer has more than one occasion during the last 12 consecutive months of service in which a bill for utility service was paid after becoming delinquent or if the customer's service was disconnected for nonpayment, in accordance with 23.43 (3) (A) of the Commission's Substantive Rules.

If the residential applicant has been a customer of any utility for the same kind of service within the last two years and is not delinquent in payment of any such utility service account, and during the last 12 consecutive months of service did not have more than one occasion in which a bill for such utility service was paid after becoming delinquent and never had service disconnected for nonpayment; applicants are encouraged to obtain a letter of credit history from their previous utility, and utilities are encourage to provide such information with final bills, in accordance with 23.43 (b) (3) (A) of the Commission's Substantive Rules. Credit history shall be applied equally for a reasonable period of time to a spouse or former spouse who shared the service, without modification and without additional qualifications required of either the customer or spouse/former spouse.

All applicants for permanent residential service who are sixty-five (65) years of age or older will be considered as having established credit if such applicant does not have an outstanding account balance with the Company or another company for the same service which accrued within the last two years. No cash deposit shall be required of such applicant under these conditions.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)

5.2 Rules and Regulations, (cont'd)

5.2.6 Responsibility of the Customer, (cont'd)

E. Advance Payments and Deposits, (cont'd)

2. Deposits, (cont'd)

In accordance with 23.43 (b) (3) (B) of the Commission's Substantive Rules, a residential applicant shall not be required to pay a deposit, if the applicant demonstrates a satisfactory credit rating by appropriate means, including, but not limited to, the production of generally acceptable credit cards, letters of credit reference, the names of credit references which may be quickly and inexpensively contacted by the Company, or ownership of substantial equity.

In the case of commercial or industrial service, if the credit of an applicant for service has not been established satisfactorily, the applicant may be required to make a deposit.

An applicant for service, or a present customer, may satisfy a deposit requirement by providing a Contract of Guaranty in an amount not less than the requested deposit, from a present customer acceptable to the Company. The Guaranty Contract shall be on a form provided by the Company which shall include the Company's right to transfer charges from a defaulted bill to the customer, from whom a deposit or a Contract of Guaranty was required, to the Guarantor's account or accounts and the further right to suspend the Guarantor's service pursuant to Section 2.6.5, Payments and Charges for Service, of this tariff. Pursuant to the Commission's Substantive Rule 23.43 (b) (3) (C) (i), unless otherwise agreed to by the guarantor, the guarantee shall be for the amount of deposit the Company would normally seek on the applicant's account.

The fact that a deposit has been made or a Guaranty provided, shall in no way relieve the customer from complying with the Company's regulations as to the prompt payment of bills, nor constitute a waiver or modification of the regular practices of the Company providing for the temporary suspension of service or the termination of the service contract for nonpayment of bills.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)

5.2 Rules and Regulations, (cont'd)

5.2.6 Responsibility of the Customer, (cont'd)

E. Advance Payments and Deposits, (cont'd)

2. Deposits, (cont'd)

Service may be discontinued for failure to comply with deposit or guarantee arrangements or to furnish a suitable deposit when conditions appear to require the Company to have such credit protection. Initial deposits may be required of applicants or existing customers. Initial deposits may be required of applicants or existing customers. In accordance with 23.43 (e) (1) (A) and (B) of the Commission's Substantive Rules, when a deposit is required on an existing account, the following rules apply:

a. Deposit Required During the First Twelve Months of Service Based on Usage:

Actual usage must be three times the estimated usage (or three times average usage of most recent three bills) and current usage must exceed \$150 and 150% of the security held, before a new deposit is requested. No revenue from estimated telephone directory advertising will be used in determining the amount of deposit. If a deposit is requested, the customer may be required to pay the deposit within 10 days after issuance of written notice of termination and requested deposit, or, in lieu of the deposit, the customer may elect to pay the current usage within 10 days after issuance of written notice of termination and requested deposit.

b. Deposit Requirements Based on Billing:

Commercial

Actual billings of a commercial customer must be at least twice the amount of the estimated billings and a suspension notice has been issued on a bill within the previous 12-month period, before a new deposit can be requested. If a deposit is requested, the customer may be required to pay the new deposit within 15 days after issuance of written notice of termination and requested deposit, or, in lieu of the deposit, the customer may elect to pay the current bill by the due date of the bill, provided the customer has not exercised this option in the previous 12 months.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)

5.2 Rules and Regulations, (cont'd)

5.2.6 Responsibility of the Customer, (cont'd)

E. Advance Payments and Deposits, (cont'd)

2. Deposits, (cont'd)

b. Deposit Requirements Based on Billing: (cont'd)

Residential

Actual billings of a residential customer must be at least twice the amount of the estimated billings after two billing period and a suspension notice has been issued on a bill within the previous 12-month period, before a new deposit can be requested. If a deposit is requested, the customer may be required to pay the new deposit within 15 days after issuance of written notice of termination and requested deposit, or, in lieu of the deposit, the customer may elect to pay the current bill by the due date of the bill, provided the customer has not exercised this option in the previous 12 months.

If service is not connected or after disconnection of service, the Company shall promptly and automatically refund the customer's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one premises to another within the service area of the Company shall not be deemed a disconnection within the meaning of these rules, and no additional deposit may be demanded unless permitted by these rules.

When the customer has paid bills for service for 12 consecutive residential billings or for 24 consecutive commercial or industrial billings without having service disconnected for nonpayment of bill and without having more than two occasions in which a bill was delinquent, and when the customer is not delinquent in the payment of the current bills, the Company shall promptly and automatically refund the deposit plus accrued interest to the customer in the form of cash or credit to a customer's bill, or void the contract of guaranty or any related document and return such document(s) to the guarantor.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)

5.6 Rules and Regulations, (cont'd)

5.2.7 Responsibility of the Customer, (cont'd)

E. Advance Payments and Deposits, (cont'd)

2. Deposits, (cont'd)

In accordance with 23.43 (i) of the Commission's Substantive Rules, the Company will keep records of deposits as follows:

- (1) the name and address of each depositor;
- (2) the amount and date of deposit; and
- (3) each transaction concerning the deposit.

The Company will issue a receipt of deposit to each depositor and will provide an appropriate means to establish claim if the receipt is lost. The Company will make a reasonable effort to return unclaimed deposits and will retain a record of such deposits for minimum of four years.

F. Bad Check Charge

The Company will bill Customer a one-time charge of \$25.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

G. Late Payment Charge

A one-time penalty 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% penalty on delinquent commercial and industrial bills may not be applied to any balance to which the penalty was applied in a previous billing.

Collection procedures are unaffected by the application of the late payment charge.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)

5.2. Rules and Regulations, (cont'd)

5.2.7 Responsibility of the Company

A. Provision of Services

The Company shall use reasonable efforts to make services available 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 and applicable rules of the Commission.

B. Credit Allowance – Information Records

For listings in alphabetical telephone directories and information records, no liability shall be attached to the Company.

C. Cancellation Credit

Where the Company cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

D. Disconnection of Service by the Company

The Company may discontinue service or cancel an application for service, pursuant to applicable Commission rules, without incurring any liability for any of the following reasons:

1. Nonpayment of an undisputed delinquent charge; or
2. Without notice for tampering with the Company's equipment, hazardous conditions, or Customer use of equipment where it adversely affects the Company's equipment or services; or

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)

5.2. Rules and Regulations, (cont'd)

5.2.7 Responsibility of the Company, (cont'd)

D. Disconnection of Service by the Company, (cont'd)

3. Without notice in the event of a violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
4. Without notice in the event the Company is prohibited from furnishing services by order of a court or other federal, state or local government authority, bureau, agency or commission, or
5. Without notice if the Customer refuses to furnish information to the Company regarding the Customer's creditworthiness, its past or current use of common carrier communications services or its planned use of service(s); or
6. Without notice if the Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
7. Without notice if the Customer states that it will not or fails to comply with a request of the Company for security for the payment for service(s) or advance payments, as specified in this Tariff; or
8. Without notice if the Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or
9. Without notice if the Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by using tricks, schemes, false or invalid numbers, false credit devices, electronic devices, or other means; or
10. Without notice if the Customer's use of equipment adversely affects the Company's service to others or endangers public safety or health; or
11. Without notice if upon condemnation of any material portion of the Customer's facilities used by the Company to provide service to the Customer or if a casualty render all or any material portion of such facilities inoperable beyond feasible repair; or
12. Without notice for fraudulent use of the Company's network.

Residential service may not be discontinued by the Company for failure to pay charges not subject to the Commission's jurisdiction unless specifically authorized in the Company's tariffs approved by the Commission.

Residential service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)

5.2. Rules and Regulations, (cont'd)

5.2.7 Responsibility of the Company, (cont'd)

D. Disconnection of Service by the Company, (cont'd)

offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.

Residential customers shall have a minimum of 26 days from the rendition of a bill to pay the charges stated.

5.2.8 Restoration of Service

If service is disconnected for nonpayment, service will be reestablished only upon receipt of payment of all charges due, which include charges for service and facilities during the period of disconnection and which may include a service restoration fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order, personal check or certified check. If payment is made by personal check, restoration will be affected upon clearance of the check. When a Customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of the Company's service order, service will be reestablished only upon a basis of an application for new service.

5.2.9 Taxes and Surcharges

- A. Customer will be billed and is responsible for payment of applicable universal service fund charges, local number portability charges, end user common line charges, primary interexchange carrier charges, federal, state and local taxes, fees, assessments and surcharges assessed in conjunction with service used.
- B. All taxes, surcharges and assessments (i.e., sales tax, municipal utilities tax, franchise fee, etc.) will be listed as separate line items and are not included in the quoted rates.

5.2.10 Start of Billing

For billing purposes, the start of service is the day of acceptance by the Customer of the Company's service or equipment.

5.2.11 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer provided terminal equipment or Customer provided communications systems, such as PBX, key systems or other telecommunications devices. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)**5.2. Rules and Regulations, (cont'd)****5.2.12 Billing Disputes**

In the event of a dispute between a customer and the Company regarding any bill for telephone service, the Company shall make an investigation as required by the particular case and report the results to the customer. In the event the dispute is not resolved, the Company shall inform the customer of the complaint procedures of the Commission.

Notwithstanding any other section of the Company's tariffs or the Commission's Substantive Rules, the customer's service shall not be subject to discontinuance for nonpayment of that portion of a bill under dispute pending the completion of the determination of the dispute, but in no event to exceed 60 days. The customer is obligated to pay any billings not disputed as established in 23.46 of the Commission's Substantive Rules.

5.2.13 Dispute Resolution

This Section applies to any dispute, controversy, or claim, whether based in contract, tort, equity, statute or any other legal theory, between the Customer and the Company arising out of, or relating to, any service, product, facilities, charge, advertising, representation, act or omission of the Company, or any other dispute, controversy, or claim arising from the relationship between the parties that either the Customer or the Company has against the other, regardless of the date of accrual and even if the dispute, controversy, or claim arises after service has terminated (hereinafter collectively referred to herein as "Dispute" or "Disputes"). All Disputes must be resolved as described in this section. BY ORDERING AND/OR CONTINUING SERVICES PROVIDED IN THIS TARIFF, THE CUSTOMER AGREES THAT ANY DISPUTE WILL BE RESOLVED BY THE DISPUTE RESOLUTION PROCESS DESCRIBED HEREIN AND NOT BY A JUDGE OR JURY IN COURT.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)

5.2. Rules and Regulations, (cont'd)

5.2.13 Dispute Resolution, (cont'd)

If the Customer has a Dispute with the Company, the Customer must first call the Company's Customer Service department, at the number listed on the Customer's invoice, to attempt to resolve the Dispute. The Customer must describe the Dispute and provide the Company with any supporting documentation reasonably requested by the Company. Likewise, if the Company has a Dispute with the Customer it will notify the Customer by letter sent to the Customer's billing address and attempt to resolve it before pursuing arbitration.

If the parties are unable to resolve the Dispute within 60 days of the initial notice, either party may request arbitration as described below.

MANDATORY ARBITRATION OF DISPUTES. ANY DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY, OR ANY EMPLOYEE, AGENT, PRIVY OR AFFILIATED ENTITY OF EITHER PARTY, WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION AS PRESCRIBED IN THIS SECTION. THE FEDERAL ARBITRATION ACT, NOT STATE LAW, GOVERNS THIS PROCESS, INCLUDING THE ARBITRABILITY OF ANY DISPUTE UNDER THIS TARIFF AND THE REVIEW OF ANY AWARD.

The arbitration will be conducted by and under the then-applicable commercial arbitration rules of the American Arbitration Association ("AAA") at the nearest AAA Case Management Center or other location as agreed upon by Customer and Company. A single neutral arbitrator engaged in the practice of law will conduct the arbitration. The arbitrator will be selected according to the rules of the American Arbitration Association or, alternatively, may be selected by agreement of the parties, who will cooperate in good faith to select the arbitrator. All expedited procedures prescribed by the applicable rules will apply. All required fees and costs will be paid equally by the parties as set forth in the AAA commercial arbitration rules. The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction.

No Dispute may be joined with another lawsuit, claim, dispute, or arbitration brought by any other person or resolved on a class-wide basis. The arbitrator may not award damages that are barred by this tariff and may not award punitive damages.

If any party files a judicial or administrative action to resolve a Dispute without first complying with the provisions of this Section and another party successfully stays such action and/or compels arbitration, the party filing that judicial or administrative action must pay the other party's costs and expenses incurred in seeking such stay and/or compelling arbitration, including attorney's fees.

Notwithstanding the provisions of this Section, the Customer may file a complaint with the Commission.

If any portion of this Section is determined to be invalid or unenforceable, the remainder of this Section and this Tariff shall remain in full force and effect.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)

5.3 Service Offerings

5.3.1 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 0 only, 0 + telephone number or 0+NPA+telephone number for IntraLATA calls.

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

5.3.2 Calling Card Service

Calling card service provides facilities to complete interLATA and intraLATA calls between two points when the Customer is away from his/her premises. The requesting Customer is provided with a calling card which includes instructions for its use.

5.3.3 Toll Free Service

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).

5.3.4 Directory Assistance

The Company furnishes Directory Assistance Service Whereby Customers may request assistance in determining telephone numbers in accordance with the rates and terms stated in Section 5.4 Service Rates.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)

5.4 Service Rates

5.4.1 Basic Business Line and Trunk

A. Toll Service

From Customer's Premises in Texas to any point in Texas:

| | <u>Per Minute</u> | <u>Minimum</u> | <u>Billing Increment</u> |
|--------------|-------------------|----------------|------------------------------|
| Business (1) | \$.13 | 6 seconds | 6 seconds |
| Business (2) | .10 | 6 seconds | 6 seconds |
| Business (3) | .09 | 6 seconds | 6 seconds |
| Business | .089 | 6 seconds | 6 seconds |

B. Toll Free Service

From points in Texas to Customer's Premises in Texas:

1. Rates

| | <u>Per Minute</u> | <u>Minimum</u> | <u>Billing Increment</u> |
|--------------|-------------------|----------------|------------------------------|
| Business (1) | \$.11 | 6 seconds | 6 seconds |
| Business (2) | .09 | 6 seconds | 6 seconds |
| Business | .089 | 6 seconds | 6 seconds |

2. Charges

- | | |
|---|--------------------|
| | <u>Per Account</u> |
| 1. Monthly Recurring Charge | \$5.00 |
| 2. Payphone origination charge - \$.55 per completed call | |

- (1) This service is available only to current Business subscribers and will not be offered to new Business subscribers after March 1, 2000.
- (2) This service is available only to current Business subscribers and will not be offered to new Business subscribers after October 4, 2000.
- (3) This service is available to current Business subscribers of this service only and will not be offered to Business subscribers on or after October 1, 2001.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)

5.4 Service Rates, (cont'd)

5.4.1 Basic Business Line and Trunk, (cont'd)

C. Calling Card

From any point in Texas to points in Texas:

| | <u>Per Minute</u> | <u>Minimum</u> | <u>Billing Increment</u> |
|--------------|-------------------|----------------|------------------------------|
| Business (1) | \$.25 | 6 seconds | 6 seconds |
| Business | \$.20 | 6 seconds | 6 seconds |

Payphone origination charge - \$.55 per completed call

Surcharge - \$.55 per completed call

D. Reserved for Future Use

(1) This service is available to current Business subscribers of this service only and will not be offered to Business subscribers on or after October 1, 2001.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)

5.4 Service Rates, (cont'd)

5.4.1. Basic Business Line and Trunk, (cont'd)

E. Volume Commitment Plans – Rates

1. Toll Service

| | | | |
|--|------------------------|----------------|--------------------------|
| <u>Total Usage – \$10.00 Volume Commitment</u> | <u>Rate Per Minute</u> | <u>Minimum</u> | <u>Billing Increment</u> |
| Intrastate | \$.069 | 6 seconds | 6 seconds |
| <u>Total Usage – \$100.00 Volume Commitment</u> | <u>Rate Per Minute</u> | <u>Minimum</u> | <u>Billing Increment</u> |
| Intrastate (1) | \$.059 | 6 seconds | 6 seconds |
| <u>Total Usage – \$250.00 Volume Commitment</u> | <u>Rate Per Minute</u> | <u>Minimum</u> | <u>Billing Increment</u> |
| Intrastate (1) | \$.054 | 6 seconds | 6 seconds |
| <u>Total Usage – \$500.00 Volume Commitment</u> | <u>Rate Per Minute</u> | <u>Minimum</u> | <u>Billing Increment</u> |
| Intrastate (1) | \$.049 | 6 seconds | 6 seconds |
| <u>Total Usage – \$1000.00 Volume Commitment</u> | <u>Rate Per Minute</u> | <u>Minimum</u> | <u>Billing Increment</u> |
| Intrastate (1) | \$.044 | 6 seconds | 6 seconds |

2. Toll Free Service

1. Rates

| | |
|--|------------------------|
| <u>Monthly Usage for Volume Commitment</u> | <u>Rate per minute</u> |
| \$10.00 Volume Commitment (1) | .089 |
| \$10.00 Volume Commitment | .069 |
| \$100.00 Volume Commitment (1) | .069 |
| \$250.00 Volume Commitment (1) | .064 |
| \$500.00 Volume Commitment (1) | .059 |
| \$1000.00 Volume Commitment (1) | .054 |

2. Charges

| | |
|-----------------------------|-----------------------|
| 1. Monthly Recurring Charge | Per Account \$5.00 |
|-----------------------------|-----------------------|

(1) Effective March 4, 2004, these rates are not available to new customers.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)

5.4 Service Rates, (cont'd)

5.4.1. Basic Business Line and Trunk, (cont'd)

E. Volume Commitment Plans – Rates

3. Calling Card

| <u>Monthly Usage for Volume Commitment</u> | <u>Rate per minute</u> |
|--|------------------------|
| \$10.00 Volume Commitment | .20 |
| \$100.00 Volume Commitment (1) | .20 |
| \$250.00 Volume Commitment (1) | .20 |
| \$500.00 Volume Commitment (1) | .20 |
| \$1000.00 Volume Commitment (1) | .20 |

Additional charges apply as set out in Section 5.4.1.C.

(1) Effective March 4, 2004, these rates are not available to new customers.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)

5.4 Service Rates, (cont'd)

5.4.1 Basic Business Line and Trunk, (cont'd)

F. Price Protection Plan

1. Fusion offers optional discounts for Customers that agree to a term commitment of 12 or 24 months. Customer is eligible for Price Protection Plan ("PPP") term pricing only where Customer has a minimum of three Basic Business Lines and/or Trunks, as defined in Fusion's PUC Texas Tariff No. 1, within an account. The 24-month commitment also qualifies Customers for a Local Exchange Service discount as provided in Fusion's PUC Texas Tariff No. 1.
2. Customers subscribing to the PPP must commit to a written term service agreement in a form designated by Fusion, which shall include, without limitation, Customer's term selection.
3. The term will commence on the billing date for the first new line or the first billing date after Customer executes a term service agreement if the service is currently being provided to Customer.
4. All rules, regulations, fees, charges, taxes and surcharges normally applicable to Basic Business Line and Trunk services shall apply. Any charges in any proposal or quotation are exclusive of taxes and surcharges. Term pricing may not be combined with any other offer.
5. If monthly term rates as specified in this Section decrease during the term period, Customer may elect to obtain the new rates by executing a new term service agreement with the new rates, with a new term commencement date, and an agreement to the same or greater commitment term period.
6. For Customers who establish a term service agreement, monthly Basic Business and Trunks rates will not change as a result of a Fusion-initiated increase; however, if a Local Exchange Rate Group Reclassification occurs, as set forth in this Tariff, an adjustment for the remaining term of the term service agreement will be made.
7. If Customer disconnects Services or otherwise terminates its term service agreement prior to the end of the current term for any reason except for a failure by Fusion to meet the terms of the Term Customer Service Level Objectives specified below, Customer agrees on the next monthly invoice to pay a termination charge as liquidated damages and not as a penalty, equal to the greater of:
 - a. \$50.00 per terminated line, or
 - b. \$10.00 per terminated line multiplied by the number of months remaining in the current term.
8. Customer may add or terminate new voice lines without termination liability, provided that Customer maintains service to its primary billed telephone number for the remainder of the term commitment and remits payment for any applicable charges, surcharges and fees.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)

5.4 Service Rates, (cont'd)

5.4.1 Basic Business Line and Trunk, (cont'd)

F. Price Protection Plan, (cont'd)

9. The following Service Level Objectives apply to the PPP only, and are subject to all other provisions of this Tariff, including specifically but without limitation, any and all limitations of liability. Fusion will use commercially reasonable efforts to provide Services in accordance with the following Service Level Objectives:
 - a. Complete loss of Service caused solely by a Fusion network problem will be remedied within 8 business hours from Customer notification to Fusion Network Maintenance.
 - b. Partial loss of Service caused solely by a Fusion network problem will be remedied within 12 business hours from notification.
 - c. Noise or static caused solely by a Fusion network problem will be remedied within 16 business hours from notification.
10. As Customer's sole remedy for any failure to meet any of the above Service Level Objectives, unless such Service Level Objective is caused by an event outside the reasonable control of Fusion, any event of force majeure, or any failure resulting from facilities, inside wiring or equipment of Customer or third parties, Customer may terminate its term commitment obligation without incurring termination liability by providing written notice to Fusion within thirty (30) days of the failure to meet the applicable Service Level Objective. If Customer continues to use Fusion service following any such notice of termination, Customer may continue to receive term pricing and pricing update notices.
11. A Service Level Objective failure shall be deemed to commence upon the opening of a trouble ticket with BNM, as requested by Customer, and shall be deemed to terminate upon the clearing of the same trouble ticket. No failure shall be deemed to have occurred unless Customer has provided reasonable assistance in an effort to diagnose the reported problem. Reasonable assistance includes, but is not limited to, requesting the opening of a trouble ticket from BNM promptly, providing Fusion access to Customer's premises, if necessary, and assisting Fusion with problem identification and resolution.
12. Customer shall be responsible at all times for the proper installation, operation and maintenance of any Customer-provided equipment used in connection with the Services. In addition, Customer shall ensure that all such equipment is technically and operationally compatible with the Services and in compliance with applicable laws and regulations.
13. If Customer relocates to another location in a Fusion market where the same Services are available, Customer may transfer Services to the new location if the new Services equal or exceed the number of lines at the old location, upon payment of installation charges for the new location, if applicable; however, rates may vary by location, and Customer's rates may increase.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)

5.4 Service Rates, (cont'd)

5.4.1 Basic Business Line and Trunk, (cont'd)

F. Price Protection Plan, (cont'd)

14. Services are for Customer's use only and may not be resold, and the term service agreement may not be transferred or assigned, by operation of law or otherwise, without Fusion's prior written approval. Any attempted assignment or transfer without Fusion's prior written approval shall be void.

15. In the event a governmental agency determines the term service agreement violates any law, rule or regulation, Fusion shall have the option of terminating the term service agreement without further obligation to Customer or revising such agreement to comply with such law, rule or regulation.

16. Price Protection Plan Toll Service Rates

1. Toll Service for calls terminating to Customer's premises in Texas from any other point in Texas.

a. Rates

1. Off-Net

| | <u>Per</u> | | <u>Billing</u> |
|------------------------------------|---------------|----------------|------------------|
| <u>12-Month Term Commitment</u> | <u>Minute</u> | <u>Minimum</u> | <u>Increment</u> |
| No Volume Commitment | \$0.059 | 6 seconds | 6 seconds |
| \$10.00 Per Month Commitment | \$0.055 | 6 seconds | 6 seconds |
| \$50.00 Per Month Commitment | \$0.050 | 6 seconds | 6 seconds |
| \$100.00 Per Month Commitment (1) | \$0.049 | 6 seconds | 6 seconds |
| \$100.00 Per Month Commitment | \$0.045 | 6 seconds | 6 seconds |
| \$250.00 Per Month Commitment (1) | \$0.044 | 6 seconds | 6 seconds |
| \$250.00 Per Month Commitment | \$0.040 | 6 seconds | 6 seconds |
| \$500.00 Per Month Commitment | \$0.035 | 6 seconds | 6 seconds |
| \$1000.00 Per Month Commitment (1) | \$0.039 | 6 seconds | 6 seconds |
| | <u>Per</u> | | <u>Billing</u> |
| <u>24-Month Term Commitment</u> | <u>Minute</u> | <u>Minimum</u> | <u>Increment</u> |
| No Volume Commitment | \$0.059 | 6 seconds | 6 seconds |
| \$10.00 Per Month Commitment | \$0.055 | 6 seconds | 6 seconds |
| \$50.00 Per Month Commitment | \$0.050 | 6 seconds | 6 seconds |
| \$100.00 Per Month Commitment (1) | \$0.049 | 6 seconds | 6 seconds |
| \$100.00 Per Month Commitment | \$0.045 | 6 seconds | 6 seconds |
| \$250.00 Per Month Commitment (1) | \$0.044 | 6 seconds | 6 seconds |
| \$250.00 Per Month Commitment | \$0.040 | 6 seconds | 6 seconds |
| \$500.00 Per Month Commitment | \$0.035 | 6 seconds | 6 seconds |
| \$1000.00 Per Month Commitment (1) | \$0.039 | 6 seconds | 6 seconds |

(1) Effective March 1, 2004, these rates are only available for existing customers.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)

5.4 Service Rates, (cont'd)

5.4.1 Basic Business Line and Trunk, (cont'd)

F. Price Protection Plan, (cont'd)

17. Price Protection Plan Toll Free Service Rates, (cont'd)

2. Toll Free Service for calls terminating to Customer's premises in Texas from any other point in Texas.

1. Off-Net

a. Rates

| | Per | | Billing |
|------------------------------------|---------------|----------------|------------------|
| <u>12-Month Term</u> Commitment | <u>Minute</u> | <u>Minimum</u> | <u>Increment</u> |
| No Volume Commitment | \$0.069 | 6 seconds | 6 seconds |
| \$10.00 Per Month Commitment | \$0.055 | 6 seconds | 6 seconds |
| \$50.00 Per Month Commitment | \$0.050 | 6 seconds | 6 seconds |
| \$100.00 Per Month Commitment (1) | \$0.059 | 6 seconds | 6 seconds |
| \$100.00 Per Month Commitment | \$0.045 | 6 seconds | 6 seconds |
| \$250.00 Per Month Commitment (1) | \$0.054 | 6 seconds | 6 seconds |
| \$250.00 Per Month Commitment | \$0.045 | 6 seconds | 6 seconds |
| \$500.00 Per Month Commitment | \$0.045 | 6 seconds | 6 seconds |
| \$1000.00 Per Month Commitment (1) | \$0.044 | 6 seconds | 6 seconds |

| | Per | | Billing |
|------------------------------------|---------------|----------------|------------------|
| <u>24-Month Term</u> Commitment | <u>Minute</u> | <u>Minimum</u> | <u>Increment</u> |
| No Volume Commitment | \$0.069 | 6 seconds | 6 seconds |
| \$10.00 Per Month Commitment | \$0.055 | 6 seconds | 6 seconds |
| \$50.00 Per Month Commitment | \$0.050 | 6 seconds | 6 seconds |
| \$100.00 Per Month Commitment (1) | \$0.059 | 6 seconds | 6 seconds |
| \$100.00 Per Month Commitment | \$0.045 | 6 seconds | 6 seconds |
| \$250.00 Per Month Commitment (1) | \$0.054 | 6 seconds | 6 seconds |
| \$250.00 Per Month Commitment | \$0.045 | 6 seconds | 6 seconds |
| \$500.00 Per Month Commitment | \$0.045 | 6 seconds | 6 seconds |
| \$1000.00 Per Month Commitment (1) | \$0.044 | 6 seconds | 6 seconds |

b. Charges

| | <u>Per Account</u> |
|-----------------------------|--------------------|
| 1. Monthly Recurring Charge | \$5.00 |

(1) Effective March 1, 2004, these rates are only available for existing customers.

 INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)

5.4 Service Rates, (cont'd)

5.4.1 Basic Business Line and Trunk, (cont'd)

G. Net Rate Plans

1. Toll Service Rates

1. Toll Service for calls terminating to Customer's premises in Texas from any other point in Texas.

| <u>12-Month Term Commitment</u> | <u>Per Minute</u> | <u>Minimum</u> | <u>Billing Increment</u> |
|---------------------------------|-------------------|----------------|--------------------------|
| No Volume Commitment | \$0.049 | 6 seconds | 6 seconds |
| \$50.00 Per Month Commitment | \$0.045 | 6 seconds | 6 seconds |
| \$100.00 Per Month Commitment | \$0.040 | 6 seconds | 6 seconds |
| \$250.00 Per Month Commitment | \$0.037 | 6 seconds | 6 seconds |
| \$500.00 Per Month Commitment | \$0.035 | 6 seconds | 6 seconds |

| <u>24-Month Term Commitment</u> | <u>Per Minute</u> | <u>Minimum</u> | <u>Billing Increment</u> |
|---------------------------------|-------------------|----------------|--------------------------|
| No Volume Commitment | \$0.049 | 6 seconds | 6 seconds |
| \$50.00 Per Month Commitment | \$0.045 | 6 seconds | 6 seconds |
| \$100.00 Per Month Commitment | \$0.040 | 6 seconds | 6 seconds |
| \$250.00 Per Month Commitment | \$0.037 | 6 seconds | 6 seconds |
| \$500.00 Per Month Commitment | \$0.035 | 6 seconds | 6 seconds |

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)

5.4 Service Rates, (cont'd)

5.4.1 Basic Business Line and Trunk, (cont'd)

G. Net Rate Plans

2. Toll Free Service Rates

1. Toll Free Service for calls terminating to Customer's premises in Texas from any other point in Texas.

| <u>12-Month Term Commitment</u> | <u>Per</u> <u>Minute</u> | <u>Minimum</u> | <u>Billing</u> <u>Increment</u> |
|---------------------------------|-----------------------------|----------------|------------------------------------|
| No Volume Commitment | \$0.049 | 6 seconds | 6 seconds |
| \$50.00 Per Month Commitment | \$0.045 | 6 seconds | 6 seconds |
| \$100.00 Per Month Commitment | \$0.045 | 6 seconds | 6 seconds |
| \$250.00 Per Month Commitment | \$0.045 | 6 seconds | 6 seconds |
| \$500.00 Per Month Commitment | \$0.045 | 6 seconds | 6 seconds |

| <u>24-Month Term Commitment</u> | <u>Per</u> <u>Minute</u> | <u>Minimum</u> | <u>Billing</u> <u>Increment</u> |
|---------------------------------|-----------------------------|----------------|------------------------------------|
| No Volume Commitment | \$0.049 | 6 seconds | 6 seconds |
| \$50.00 Per Month Commitment | \$0.045 | 6 seconds | 6 seconds |
| \$100.00 Per Month Commitment | \$0.045 | 6 seconds | 6 seconds |
| \$250.00 Per Month Commitment | \$0.045 | 6 seconds | 6 seconds |
| \$500.00 Per Month Commitment | \$0.045 | 6 seconds | 6 seconds |

b. Charges

| | <u>Per Account</u> |
|-----------------------------|--------------------|
| 1. Monthly Recurring Charge | \$5.00 |

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)

5.4 Service Rates, (cont'd)

5.4.2 Residential Service (1)

Residential Service is available within the Exchange Areas as defined in Section 3 of the Company's Local Exchange Tariff.

A. Toll Service

From Customer's Premises in Texas to any point in Texas:

| | <u>Per Minute</u> | <u>Minimum</u> | <u>Billing Increment</u> | <u>Monthly Rate</u> |
|------------------------------|-------------------|----------------|--------------------------|---------------------|
| Residential | \$.095 | 1 minute | 1 minute | |
| Residential Savings Plan (2) | .07 | 1 minute | 1 minute | \$4.00 |

B. Toll Free Service

a. Rates

| | <u>Per Minute</u> | <u>Minimum</u> | <u>Billing Increment</u> | <u>Monthly Rate</u> |
|-------------|-------------------|----------------|--------------------------|---------------------|
| Residential | \$.08 | 1 minute | 1 minute | \$5.00 |

b. Charges

- | | |
|--------------------------------|-----------------------------|
| 1. Monthly Recurring Charge | Per Account \$5.00 |
| 2. Payphone origination charge | Per completed call \$.55 |

C. Calling Card Service

From any point in Texas to points in Texas:

| | <u>Per Minute</u> | <u>Minimum</u> | <u>Billing Increment</u> |
|-----------|-------------------|----------------|--------------------------|
| Residence | \$.20 | 1 minute | 1 minute |

Payphone origination charge - \$.55 per completed call

Surcharge - \$.55 per completed call

D. Reserved for Future Use

- (1) These rates apply to Residential Customers subscribing to the Company's local exchange residential packages as defined in the Company's Local Exchange Service Tariff, PUC Texas No. 1.
- (2) Service is only available to current customers of this service and will not be offered to new customers as of June 10, 2002.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)

5.4 Service Rates, (cont'd)

5.4.2 Basic Residence Packages (1) (cont'd)

E. Directory Assistance

See Section 5.5.2.

5.4.3 Long Distance Only

This service applies to customers that do not subscribe to the Basic Line and Trunk local exchange service.

A. Toll Service

For calls originating from Customer's premises in Texas and terminating at any other point in Texas:

| | <u>Per Minute</u> | <u>Minimum</u> | <u>Billing Increment</u> |
|----------------------------|-------------------|----------------|--------------------------|
| \$100 Per Month Commitment | \$0.069 | 6 seconds | 6 seconds |
| \$500 Per Month Commitment | \$0.065 | 6 seconds | 6 seconds |

Monthly Recurring Charge for Long Distance Only Customers: \$4.95

B. Toll Free Service

For calls terminating to Customer's premises in Texas from any other point in Texas:

a. Rates

| | <u>Per Minute</u> | <u>Minimum</u> | <u>Billing Increment</u> |
|----------------------------|-------------------|----------------|--------------------------|
| \$100 Per Month Commitment | \$0.089 | 6 seconds | 6 seconds |
| \$500 Per Month Commitment | \$0.089 | 6 seconds | 6 seconds |

b. Charges

| | |
|-----------------------------|-----------------------|
| 1. Monthly Recurring Charge | Per Account \$5.00 |
|-----------------------------|-----------------------|

(1) These rates apply to Residential Customers subscribing to the Company's local exchange residential packages as defined in the Company's Local Exchange Service Tariff, PUC Texas No. 1.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)

5.5 Miscellaneous Services

5.5.1 Default Rate

Default (also known as Casual) Rate: A per-minute rate, with a three-minute minimum, is applicable to interLATA or intraLATA intrastate calls placed by callers who access Fusion Telecom service by dialing Fusion's 1010April 9, 2020April 9, 2020 numbers or are no longer a Fusion Telecom local customer but did not change their long distance carrier. This rate is applicable to residential and business lines for which Fusion Telecom is not the presubscribed interexchange carrier.

This charge does not apply to any former residential or business customers who qualify for Fusion Long Distance Only Plans.

Rate: \$.59

5.5.2 Directory Assistance

| | <u>Rate Per Request</u> |
|---|---|
| A. Local | See Fusion Telecom Texas PUC No. 1 tariff for rates. |
| B. Long Distance | |
| - Sent Paid | \$3.99 |
| - Third Number, Special Billing, Calling Card | \$3.99 |
| C. National | |
| -Sent Paid | \$3.99 |
| -Third Number, Special Billing, Calling Card | \$3.99 |

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)

5.5 Miscellaneous Services

5.5.3 Non-recurring Charges

Non-recurring charges apply to all Fusion business and residential products

Toll Service products:

| | |
|--|---------|
| Add validated account codes, per account, per request | \$10.00 |
| Replace all/change all digit length account codes, per account | 50.00 |
| Service charges – Business | |

Toll Free products:

| | |
|---|---------|
| Add toll free number to account, per number | \$10.00 |
| Move toll free number from one account to another, per number | 5.00 |
| Change number, restriction, terminating number, per number | 5.00 |

5.5.4 International Block

International Block will allow both IntraLATA and InterLATA calls to complete for any number on the North American Dialing Plan (NADP) but block any international call attempted. The NADP include all of the mainland U.S, offshore U.S, Canada, and all 809 NPA's. This feature will be provided on a demand basis and is available to business and residential customers. Business or Residential customers who request this feature, after the customer has converted their local service to Fusion, will be billed the non-recurring charge. The non-recurring charge will be waived if the customer request this feature at the time of conversion

A. Rates and Charges

The following rates and charges apply in addition to the established rates and charges for the services with which this feature is associated.

| | <u>Monthly Rates</u> | <u>Nonrecurring Charge</u> |
|---------------------|----------------------|----------------------------|
| International Block | \$0.00 | \$10.00 |

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)

5.5 Miscellaneous Services

5.5.5 Location-to-Location Long Distance Calling Plan

Location-to-Location Long Distance Calling Plan is an offering available to new multi-location Basic Business Line or T service Customers who sign a term agreement for no greater than five lines. The Customer subscribing to this Plan will receive a discounted dial “1” long distance rate for up to five lines at only those Customer locations in which Customer has selected the Company as its presubscribed interexchange carrier. Eligible locations under Customer’s account must be within a parent/child billing relationship. The Location-to-Location rates are only applicable for calls originating from one local service line at a Customer location and terminating to another local service line at any other of Customer’s locations under the same account. All other calls, such as Toll-Free Service calls, etc., will be charged the applicable tariffed rate associated with the Customer’s separately selected long-distance calling plan.

A. Toll Service

For calls originating from one local service line at Customer’s premises and terminating at a separate local service line at any other of Customer’s premises under the same Customer account:

| | |
|--------------------------|-----------------------------|
| Rate | <u>Per Minute</u> \$0.02 |
| Monthly Recurring Charge | <u>Per Line</u> \$29.00 |

B. Toll-Free Service

See Customer’s selected Long-Distance Plan.

C. Calling Card Service

See Customer’s selected Long-Distance Plan.

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 5 PROVISION OF INTRASTATE INTEREXCHANGE SERVICE, (CONT'D)

5.6 Promotions

From time to time, the Company may elect to offer special promotions to its customers. These promotions will generally consist of a reduced price, a waiver of installation charges, or a free service with a purchase of another service.

Any promotional waiver or discounted rate will apply only one time per customer for each service in any given wire center prefix during the course of the promotional period, subject to prior notification and approval by the Commission.

The Company will provide written notice to the Commission no less than seven (7) days prior to the beginning of each promotion period identifying the promotion and the exchanges within which the promotion will be offered. If facilities permit, all residence and/or business customers will be offered the same opportunity to take advantage of the same terms and conditions under the promotions in which to subscribe to residence or business services.