

Meriplex Telecom, LLC
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INTERSTATE TELECOMMUNICATIONS SERVICES

GENERAL TERMS AND CONDITIONS (GT&C)

MERIPLEX TELECOM, LLC

The GT&C contains the service offerings, rates, terms and conditions for the interstate communications services provided by Company to business customers.

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SECTION 1.0 – DEFINITIONS

For the purpose of the GT&C, the following definitions apply:

Advance payment is a part or all of a payment required before the start of service.

Account Code Dialing is an arrangement whereby access to local and/or long distance services is only available by dialing an account code prior to dialing the long distance number. This arrangement allows the customer to track the calling for cost accounting purposes.

Basic local telecommunications service – flat rate residential and business local exchange telephone service, including primary directory listings; tone dialing service; access to operator services; access to directory assistance services; access to 911 service where provided by a local authority or dual party relay service; the ability to report service problems seven days a week; lifeline and tel-assistance services; and any other service the commission, after a hearing, determines should be included in basic local telecommunications service. Currently, Meriplex Telecom, LLC only offers business services and does not offer residential, Lifeline, Link-up, dual party relay or tel-assistance services.

Calling area – The area within which telecommunications service is furnished to customers under a specific schedule of exchange rates. A "local" calling area may include more than one exchange area.

Calling party information

- the telephone listing number and/or name of the customer from whose telephone instrument a telephone number is dialed; or
- other information that may be used to identify the specific originating number or originating location of a wire or electronic communication transmitted by a telephone instrument.

Company refers to Meriplex Telecom, LLC, unless otherwise indicated.

Customer or subscriber is the person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Customer premises equipment (CPE) – communications equipment located at the customer's premises. Such equipment may be provided by the customer or by the Company.

Deposit is the cash or equivalent of cash security held as a guarantee for payment of the charges.

DID trunk is a form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of an operator.

Direct inward dial (DID) is a service attribute that routes incoming calls directly to stations, by-passing a central answering point.

DS0 is a channel service that generally has a 64 Kbps transmission data rate signal; however, customer transmitted bit rates are limited to 56 Kbps.

DS1 is a channel service that has a 1.544 Mbps transmission data rate, and provides for the two-way simultaneous transmission of isochronous timed, Bipolar Return-to-Zero (BPRZ) bit stream format. Unframed signal formats are not permitted or compatible with Company equipment.

End user or user is a customer, joint user or any other person authorized by a customer to use service provided under this GT&C subject to the terms, restrictions and prohibitions set forth herein.

Exchange is a geographical area established for the rating of telecommunications.

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

Individual case basis (ICB) is where the rates for a specific offering under this GT&C are based on the specific customer's circumstances. Typically, the ICB rates apply when complex packages of multiple services are provided. ICB rates may also apply when multiple quantities of the same service are provided.

Interexchange Carrier (IXC) is a long distance telecommunications services provider that furnishes services between exchange areas. An IXC may be an individual, partnership, association, joint-stock Company, trust, governmental entity or corporation engaged for hire in intrastate or interstate communication by wire or radio, between two or more exchanges.

Internet Protocol (IP) is the most basic protocol to communicate on the Internet. An IP number is a numerical address consisting of four numbers separated by periods. Each IP address uniquely identifies a certain computer on the Internet. The domain name is used to make using them easier.

Intrastate (IAS) – communications that both originate and terminate within Texas state boundaries regardless of the route taken by facilities.

Interstate (IRS) – communications that originate in one state and terminate in another state.

International (INTL) – communications that originate in one country and terminate in another country.

Letter of Agency (LOA) – sometimes called a letter of authorization is a customer's written statement that authorizes a primary interexchange carrier (PIC) change and bears the customer's signature.

Monthly Rates are those monthly charges to the customer for services, facilities or equipment which continue and are billed to the customer each month for the duration of the service.

Nonrecurring charge (NRC) is the initial charge assessed on a one-time basis, generally to install equipment and facilities to establish service.

Path, as used for the Telebranch offering, is access to the public switched telephone network. The number of paths determines the number of simultaneous calls that can be made over Telebranch.

Primary interexchange carrier (PIC) – the carrier to which a customer has presubscribed for long distance service.

PIC freeze – where the customer does not want his PIC to be changed until he notifies his IXC otherwise

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 and not separated by a public thoroughfare, a railroad right-of-way or a natural barrier.

PBX means private branch exchange

Rate – money, charge, fee or other assessment billed to customers for services or equipment.

Recurring charges are the same as monthly recurring charges.

Service commencement date is the first day following the date on which the Company notifies the customer that the requested service or facility is available for use, unless extended by the customer's

refusal to accept service that does not conform to standards in the service order or this GT&C, in which case the service commencement date is the date of the customer's acceptance. The Company and customer may mutually agree on a substitute service commencement date.

Service order is the written request for network services executed by the customer and the Company. The signing of a service order by the customer and acceptance by the Company begins the respective obligations of the parties in that order and under this GT&C. The duration of the service is calculated from the service commencement date.

Virtual Primary Rate Interface (V-PRI) is a switched network service that provides end-to-end digital connections for the simultaneous transmission of voice and data. It includes basic voice access to the public switched telephone network (PSTN) and data transmission.

Voice over Internet Protocol (VoIP) is a general term for a family of transmission technologies for delivery of voice communications over IP.

SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Description of Services

Meriplex Telecom, LLC service consists of any of the business services, offered under this GT&C. Service is offered via the Company's facilities or with transmission facilities provided by other carriers. The services offered under this GT&C consist of those communications services under the terms of this GT&C with one-way and two-way information transmission originating from points originating within Texas and terminating in another state or another country.

2.1.2 General

- A.** Customer and users may use services and facilities provided under the GT&Cs of Company to obtain access to services offered by other companies. Company is responsible for the services and facilities provided under its GT&Cs, and for any unregulated services provided under contract, but it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate such entity's own services, or to communicate with such entity's own customers.
- B.** Company shall have no responsibility with respect to billings, charges or disputes related to services used by customer which are not included in the services herein including, without limitation, any long distance services not offered by the Company. Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

2.1.3 Terms and Conditions

The Company furnishes communications under the terms of this GT&C with one-way and two-way information transmission originating from points within Texas and, terminating in another state or another country; additionally, it may provide certain interstate Internet services.

- A. The Company will act as the customer's agent for ordering facilities provided by other carriers or entities to allow connection of a customer's location to the Company's network.
- B. Customers desiring to obtain Company's services shall be required to enter into written service orders which contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this GT&C. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. Except as otherwise stated in the GT&C, at the expiration of the initial term specified in each service order, or in any extension of the service order, service shall continue on a month-to-month basis at the then current rates, unless terminated by either party upon 30 days notice. Any termination shall not relieve the customer of its obligation to pay any charges incurred under the service order and this GT&C 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.
- D. The Company provides service for a minimum period of 30 days, 24-hours per day.
- E. For the purpose of computing charges in this GT&C, a month has 30 days.
- F. **Order Cancellation Prior to Service Commencement Date** – The Company will provide an order confirmation after the customer places an order for service. If the customer changes the order, a change order charge will apply based on the scope of the change. If the customer cancels the order prior to the service commencement date, the customer must reimburse the Company for all costs incurred to that point as further described in Section 2.7.6. Cancellation after the service commencement date may be subject to other termination charges as set forth in this GT&C. The customer must notify the Company of service commencement date changes 45 days prior to the commencement date scheduled in the service order. A scheduled service commencement date may be extended by the customer a maximum of 30 days from the date set forth in the service order.
- G. Other carriers may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services to have the right to obtain service directly from the Company.
- H. To the extent that either the Company or any other carrier exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other carrier shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- I. The Company reserves its rights to establish service packages specific to a particular customer. These contracts may or may not be associated with volume or term discounts.

- J.** If any conflict arises between the terms and conditions of a service agreement or other contract and the terms and conditions of this GT&C, the terms and conditions in this GT&C shall prevail.
- K.** This GT&C shall be interpreted and governed by the laws of Texas without regard to any choice of laws provision under a contract or service order.

2.1.4 Availability of Facilities

- A.** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B.** Service provided under this GT&C is subject to the availability on a continuing basis of all the necessary facilities and equipment, 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 Company.

2.1.5 Limitations on Liability

- A.** In view of the fact that the customer has exclusive control of its communications over the facilities furnished it by the Company, and other uses for which facilities may be furnished it by the Company, and because of the possible errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the regulations and limitations specified herein.
- B.** The Company shall not be liable for any delay or failure of performance, equipment or facilities due to causes beyond its control including, but not limited to: labor difficulties, any law, order, regulation, direction, action, or request of the United States government, or of any other government including state and local governments having or claiming jurisdiction over the Company, or any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments or of any civil or military authority; civil commotions, national emergencies, insurrections, riots, wars, acts of God fire, flood, explosion or other catastrophes; unavailability of rights of way or materials; or cable cuts.
- C.** Defacement of premises - No liability shall attach to the Company by reason of any defacement or damage to the customer's premises resulting from the existence of the Company's equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
- D.** The Company shall not be liable for any damages or losses due to the fault or negligence of the customer or any user or due to the failure of malfunction customer or user-provided equipment or facilities. Further, the Company shall not be liable for any damages whatsoever associated with service, facilities or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with the services, facilities or equipment provided by Company.

- E.** Indemnification – The Company’s liability, if any, for its gross negligence or willful misconduct is not limited by this GT&C. With respect to any other claim or suit by a customer or by any others, the customer shall indemnify, defend and hold harmless the Company, its affiliates and their respective officers, employees, agents and contractors (collectively including Company, the “Company Indemnitees”) from and against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of the Company’s equipment, facilities and associated wiring of the customer’s premises; and, further the customer shall indemnify, defend and hold harmless the Company Indemnitees from and against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the customer or any user; against claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the customer or a user; and against all other claims arising out of any act or omission of the customer or user in connection with the services or facilities provided by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.
- F.** The Company’s liability, if any, for its gross negligence or willful misconduct is not limited by this GT&C. With respect to any other claim or suit, by a customer or any others, for damages arising out of (i) mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, or (ii) the failure of Company to furnish service, whether caused by acts or omission, the Company’s liability, if any, shall not exceed an amount equal to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the customer under this GT&C as an allowance for interruptions. The extension of such allowances for interruptions shall be the sole remedy of the customer and the sole liability of the Company in such events. However, any such mistakes, omission, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the customer, or authorized user, or joint user, or which arise from the use of customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company. No action or proceeding against the Company shall be commenced more than one year after the service is rendered, or as required by Texas law. Further, notwithstanding any other provision in this GT&C to the contrary and except for the extension of allowances to the customer for interruptions in service this GT&C, the Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer or any user as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company or Company’s employees or agents. Without limiting the foregoing, Company’s entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by Customer for the specific services during the period of the events giving rise to the claim, as prorated to the actual period.
- G.** The Company shall not be liable for any damages, including usage charges, that the customer may incur as a result of the unauthorized use of authorization codes or communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls or transmission of

data from the customer's premises, and the placement of calls or transmission of data through equipment controlled and/or provided by the customer, that are transmitted over the Company's network without the authorization of the customer. The customer shall be fully liable for all such usage charges.

- H. Directory Errors – The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this GT&C. With respect to any other claim or suit, by a customer or any others, for damages arising from errors or omissions in accepting listings as presented by customers, the Company's liability, if any, shall not exceed the amount paid for the directory listings during the period covered by the directory in which the error or omission occurred. The Company neither provides nor contracts for listings in the Yellow Pages directories, or any similar book. The customer must obtain such listings directly from the providers of those services.
- I. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. **EXCEPT AS EXPRESSLY SET FORTH IN THIS GT&C, THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.**
- K. Failure by the Company to assert its rights under a provision of this GT&C does not preclude the Company from asserting its rights under other provisions.

2.1.6 Notification of Service-Affecting Activities

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

2.1.7 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to maintain the facilities and equipment that it furnishes to the customer. The customer may not nor may it permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- B. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time.
- C. Equipment the Company provides or installs at the customer premises shall not be used for any purpose other than that for which the equipment is provided.

- D. Except as otherwise indicated, customer provided station equipment at the customer's premises for use with this service shall be so constructed, maintained and operated as to work satisfactorily with the Company's facilities.
- E. The Company shall not be responsible for the installation, operation, or maintenance of any customer provided communications equipment. Where such equipment is connected to the facilities furnished under this GT&C, the Company's responsibility shall be limited to the furnishing of its facilities and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1. the through transmission of signals by customer provided equipment or for the quality of, or defects in, such transmission; or
 - 2. the reception of signals by customer-provided equipment; or
 - 3. network control signaling where such signaling is performed by customer-provided network control signaling equipment.

2.1.8 Non-routine Installation

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

2.1.9 Ownership of Facilities

Title to all facilities provided by Company under this GT&C remains in the Company, its partners, agents, contractors or suppliers.

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company requires applicants who intend to use the Company's offerings for resale or for shared use to file a letter with the Company confirming that their use of the Company's offerings comply with relevant state and federal law, and the regulations, policies, orders and decisions of both the FCC and the Texas Public Utilities Commission.
- 2.2.3 The Company may block any signals transmitted over its network that cause interference to the Company or other users. Customers shall be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4 A Customer may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a customer to transfer its existing service to another entity if the existing customer has paid all charges owed to the Company for communications services. Such a transfer is treated as a disconnection of existing service and installation of new service. Accordingly, nonrecurring installation charges apply.

2.2.5 Neither Customer nor any user may use any Company provided facilities or equipment for any purpose other than as required and in connection with its receipt and use of services from Company.

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

2.3 Obligations of the Customer

2.3.1 General

The customer is responsible for:

- A.** the payment of all applicable rates and charges pursuant to Company's GT&Cs and service orders signed by Customer;
- B.** damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the customer or any user; or the non-compliance by the customer with these regulations; or by fire or theft or other casualty on the customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C.** providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the customer's premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D.** obtaining, maintaining and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide communications services to the customer from the cable building entrance or property line to the location of the equipment space. The costs for obtaining and maintaining the rights-of-way, including the costs of altering structures to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the customer; the Company may require the customer to demonstrate its compliance with this section prior to accepting an order for service.
- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment; the customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company; the customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- F.** complying with all laws and regulations that apply to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment on any customer premises or the rights-of-way for which customer is responsible; and granting or obtaining permission for Company agents or employees to enter the customer's premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

- G. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance will be made for the period during which service is interrupted for such purposes.

2.3.2 Liability of the Customer

- A. The customer is liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the customer, its officers, employees, agents, invites, contractors or users where such acts or omissions are not the direct result of the Company's sole negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the customer as described in A, preceding, the customer shall indemnify, defend and hold harmless the Company and the Company Indemnitees from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (i) any loss, destruction or damage to property of Company, Customer or any third party or the death or injury to persons including, but not limited to, employees or invitees of either party, and (ii) any liability incurred by the Company to any third party pursuant to this or any other GT&C of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

2.4 Customer Equipment and Channels

2.4.1 General A user may transmit or receive information or signals via the facilities of the Company. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade or data communications as specifically described in this GT&C.

2.4.2 Equipment on Customer's Premises

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

2.4.3 Inspections

- A. Upon suitable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements under Section 2.4.2.B for the installation, operation, and maintenance of customer-provided facilities, equipment, and wiring in the connection of customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down customer's service immediately, with no prior notice required.

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

- A. When applying for service, the applicant may be required to pay an advance payment equal to at least one-month's service charges. This is in addition to any installation and special charges that apply. The advance payment will be credited to the customer's first bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.
- B. Federal, state or municipal governmental agencies are not required to make advance payments.

2.5.2 Credit Policy

A. Deposit and Guarantee Requirements

The Company may require a deposit or guarantee of payment from any applicant or customer that has not previously established good credit with the Company. A deposit may be required in addition to an advance payment. The Company's deposit and guarantee policy is based upon standards that reasonably relate to the assurance of payment. The Company will determine whether the applicant or customer has established good credit under the following guidelines:

1. A customer that has not been disconnected for non-payment to any telecommunications service provider within the last twelve months, and, if previously disconnected for non-payment, is no longer liable to that provider (has paid the bill), and the bill is not in dispute shall be deemed to have good credit.
2. The Company shall not require a deposit or guarantee of payment based upon income, home ownership, location, employment tenure, occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria that does not bear a reasonable relationship to the assurance of payment.
3. The Company may use credit reports to determine the adequacy of a customer's credit history without the customer's written permission.

Customers may be required to make a deposit to assure payment of service. The customer's deposit shall be applied by the Company to the customer's bill when the bill is delinquent. If there is any conflict with Texas Public Utility Commission Subst. R. 26.24, the substantive rule shall govern. Deposits are in addition to payments of outstanding bills, or portions of an outstanding bill that has been resolved to the satisfaction of the Company, except where such bill has been discharged in bankruptcy. The total amount of all deposits shall not exceed an amount equivalent to one-sixth of the estimated annual billing per Texas Public Utility Commission Subst. R. 26.24(b)(2). The Company will provide a written

explanation of why the deposit or guarantee is required and the conditions under which the deposit will be diminished upon return. The deposit will be refunded after twelve consecutive months of prompt payments of all bills to the Company. The Company will give the customer a written receipt for the deposit, and will maintain a record of the deposit in its files.

The Company will pay interest on deposits at an interest rate set by the Texas Public Utility Commission each year per its Subst. R. 26.24(b)(3). Interest will be paid when the deposit is returned or credited to the customer's account. *Id.*

Upon termination of service, any remaining deposit plus accrued interest will be credited to the customer's final bill and the balance will be returned to the customer within 45 days.

B. Guarantee of Payment

In lieu of a deposit, the Company may accept a guarantee contract signed by a guarantor that is satisfactory to the Company for the guaranteed payment of a specified sum equal to the deposit required. The term of the contract shall be for twelve months, but shall automatically terminate after the customer has closed and paid its bills to the Company in full, or at the guarantor's request upon 60 days' written notice to the Company. Upon termination of a guarantee contract or when the Company determines that the guarantee contract is insufficient as to the amount of surety, a cash deposit or a new or additional guarantee contract shall be required in which case the Company will give written notice to the customer with good cause.

The Company may disconnect service to a customer who fails to comply with these requirements upon notice as prescribed in rules of the FCC and/or those of the Texas Public Utility Commission. The Company will mail the guarantor copies of all disconnect notices sent to the customer whose account it has guaranteed unless the guarantor waives such notice in writing.

2.6 Pass-Through Costs of Other Carriers

Cross-connect and access charges may apply to Company facilities and services that are connected to other carriers or the customer's interconnect/collocation facility within the same point of presence. Some examples of such charges are:

1. Charges incurred by the supplier on the customer's behalf from any local exchange carrier, competitive access provider or competitive local exchange carrier will be directly passed on to the customer.
2. Access Service Charges
3. Increases Cross-connect charges that apply to Company facilities connected by the Company to other carriers or the customer's interconnect/collocation facility.

Such costs, or increases in such costs, may be passed through to the customer and will be listed on the customer's bill as a separate line item.

2.7 Payment Arrangements

2.7.1 Payment for Service

The customer is responsible for the payment of all charges for facilities and services furnished by the Company to the customer.

2.7.2 Taxes and Fees

Certain telecommunications services, as defined in the state statutes, are subject to state sales tax if the services originate, or terminate in the state, or both, and are charged to a subscriber's telephone number or account in Texas. All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) and fees and federal taxes and fees (e.g. federal excise tax) are not included in the rates under this GT&C. The customer is responsible for the payment of these taxes which shall be listed as separate line items on the customer's bill.

To the extent that a municipality, other political subdivision or local agency of government, or commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, municipal access line fee, E911 fee, equalization surcharge, regulatory fee and any other fee, surcharge or tax, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

The Company may adjust its rates or impose additional rates on its customer to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others. The Company may also adjust its rates or impose additional rates to cover the administrative cost of collecting such charges or paying compensation to other entities. Examples of such programs include, but are not limited to, state and federal universal service funds and high cost support for local exchange carriers.

Any changes in access charges by an originating or terminating carrier will be considered special handling and charges will be assessed as ICB pricing.

2.7.3 Billing and Collection

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

- A.** Nonrecurring charges are due and payable upon receipt of the Company's invoice by the customer.
- B.** The Company shall present invoices for recurring charges monthly to the customer, in advance of the month in which service is provided, and recurring charges shall be due and payable upon receipt. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.
- C.** When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D.** Customer billing will begin on the service commencement date, which is the day the Company notifies the customer that the service or facility is available for use, except that the service commencement date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards

under this GT&C or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

- E. If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company until the bill is paid in full subject to any restrictions or limitations under applicable law.
- F. The customer should notify the Company of any disputed items on an invoice within 30 days of receipt of the invoice. If the customer and the Company are unable to resolve the dispute to their mutual satisfaction, the customer may file a complaint with the FCC under its rules and procedures. For questions regarding the complaint procedure, the customer may call the FCC. The address and telephone number of the FCC is as follows:

Federal Communications Commission
Consumer & Government Affairs Bureau
Consumer Complaints
445 12th Street, SW
Washington, D.C. 20554
1-888-225-5322

- G. The Company shall be entitled to require an applicant or customer to pay all its bills within thirty days, and to make such payments in cash or cash equivalent. The Company also reserves the right to cease accepting and processing service orders after it has requested a security deposit and prior to the customer's compliance with such request.
- H. The customer may request the Company to assign sub-accounts and to send sub-account invoices to the customer's affiliates or other designated entities for payment. The customer remains solely liable to the Company for payment of all invoices for service requested and obtained by customer, whether invoiced to the customer, its affiliates, or other entities.
- I. If service is suspended or disconnected by the Company under this GT&C and later restored or re-installed, restoration and/or re-installation of service will be subject to all applicable installation and/or restoration charges.

2.7.4 Discontinuance of Service for Cause

- A. The Company may discontinue or suspend service to a customer without notice under the following conditions:
 - 1. for tampering with the Company's equipment;
 - 2. where there is a condition determined by the Company to be hazardous to any customer, to the Company's equipment, to the public or to Company employees; or,
 - 3. if the customer uses equipment in a manner that adversely affects the Company, its equipment or service to other customers.
- B. The Company may discontinue or suspend service to a customer upon five days' (excluding Sundays and legal holidays) written notice under the following conditions:
 - 1. for the customer's failure to pay its bill for service when due;
 - 2. for failure to meet the Company's deposit and credit requirements;

3. for the customer's failure to make proper application for service;
 4. if the customer violates any of the Company's rules that are filed with the commission;
 5. if the customer fails to allow the Company reasonable access to its equipment and property;
 6. if the customer breaches its contract with the Company;
 7. if the customer fails to furnish such service, equipment or rights-of-way necessary for the Company to serve the customer as shall have been specified by the utility as a condition for service;
 8. to comply with any order or request of any governmental authority with jurisdiction, and upon any governmental prohibition or governmental required alteration of the services to be provided, or any violation of law or regulation;
 9. upon the customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law.
- C.** Service will not be disconnected on a Saturday, Sunday or legal holiday, or at any time when the Company's business offices are closed, unless an emergency exists.
- D.** Upon discontinuance of service under Section 2.7.4, Customer shall be liable for termination liability charges under Section 2.9 and for any other charges that apply to the Customer under the terms of this GT&C. Such remedies are in addition to all other remedies that may be available to the Company at law, in equity or under any other provision of this GT&C.
- E.** The customer is responsible for providing adequate access lines to enable the Company to terminate all toll-free (i.e., 800/888) service calls to the customer's telephone equipment. If the customer has insufficient access lines on which to terminate 800 service calls, the Company reserves the right to request the customer to add additional lines for call terminations. If, after 90 days, the customer has not requested the change, the Company, without incurring any liability, may terminate the customer's 800 service upon 30 days written notice.

2.7.5 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company written notice of such to the Company to the address on its service order, or the address as found in Section 2.11 following.

2.7.6 Cancellation of Application for Service Prior to Service Commencement Date

- A.** Where the Company permits the customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below. Such charges will be calculated and applied on a case-by-case basis.
- B.** Where, prior to cancellation by the customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the customer had service begun.

- C. Where the Company incurs any expense after arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. Cancellation of service by Customer after the service commencement date shall be subject to termination liability as provided in Section 2.9 below.

2.7.7 Customer Requested Changes in Service

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

2.7.8 Bad Check Charge

A service charge up to \$75.00 (or, if lower, the maximum amount which may be charged under applicable law) will be assessed under Texas law for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the bank or other financial institution.

2.8 Allowances for Interruptions in Service

2.8.1 General

- A. A credit allowance will be given when service is interrupted, except as otherwise specified in this GT&C. Service is interrupted when it becomes inoperative to the customer, e.g., the customer is unable to transmit or receive, because of a failure of a component furnished under this GT&C. A service will not be deemed to be interrupted if the customer continues to voluntarily use the service.
- B. An interruption period begins when the customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The customer shall pay service charges for visits by the Company's agents or employees to the customer's premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the customer.

2.8.2 Limitation on Allowances

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

- A. due to the negligence of or noncompliance with the provisions of this GT&C by any person or entity other than the Company, including but not limited to the customer;
- B. due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. due to circumstances or causes beyond the reasonable control of the Company;
- D. during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;
- F. that occurs or continues due to the customer's failure to authorize replacement of any element of special construction; and
- G. that was not reported to the Company within 30 days of the date that service was affected.

2.8.3 Use of Another Means of Communications During Interruption

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

2.8.4 Credits for Service Interruptions

- A. If a customer's service is interrupted other than due to any of the reasons described in Section 2.8.5 below, and it remains out of order for eight normal working hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the customer. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported by the customer. The refund to the customer shall be a pro rata part of the month's flat rate charges for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.
- B. A credit allowance for service interruptions that are not due to any of the reasons found in Section 2.8.5 below are subject to the general liability provisions set forth herein. It is the customer's obligation to notify Company of any service interruption. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the carrier terminal.
- C. For calculating credit allowances, every month is considered to have 30 days.

2.8.5 Limitations on Allowances

No credit allowance will be made for:

- A. interruptions due to the customer's negligence or failure to comply with the provisions of this GT&C by the customer, authorized user or joint user;

- B. interruptions due to the negligence of any person other than the Company, including but not limited to the customer;
- C. interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- D. interruptions of service during a period in which the customer continues to use the service on an impaired basis;
- E. interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;
- F. interruption of service due to circumstances or causes beyond the reasonable control of Company as further described in Section 2.1.5.B above; and
- G. that occur or continue due to the customer's failure to authorize replacement of any element of special construction.

2.9 Cancellation of Service/Termination Liability

If a customer cancels a service order or terminates services before the completion of the term or where the Company terminates services as a result of a breach or default of the terms in this GT&C or the service order by customer or any user, customer shall be required to pay to Company termination liability charges as described below. These charges shall become due and owing as of the effective date of the cancellation or termination and are payable within 30 days.

2.9.1 Termination Liability

Customer's termination liability for cancellation of service by Customer after the service commencement date, or termination by Company after breach or default by Customer, shall be equal to:

- A. all unpaid nonrecurring charges reasonably expended by Company to establish service to customer, plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of customer, plus
- C. all recurring charges specified in the applicable service order due and payable through the date of the cancellation or termination; plus
- D. all recurring charges specified in the applicable service order for the balance of the then current term discounted to present value at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation or termination;
- E. minus a reasonable allowance for costs avoided by the Company as a direct result of customer's cancellation.

2.10 Transfers and Assignments

Neither the Company nor the customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other

party, except that the Company may assign its rights and duties to (a) any subsidiary, parent Company or affiliate of the Company; (b) under any sale or transfer of substantially all the assets of the Company; or (c) under any financing, merger or reorganization of the Company.

2.11 Communications and Notice

2.11.1 The customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that customer may also designate a separate address to which the Company's bills for service shall be mailed. If the customer fails to provide an address on the service order for notice and communications, then the customer will be deemed to have designated its billing address for notice and communications.

2.11.2 The Company shall designate on the service order an address to which the customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the customer shall mail payment on that bill. If the service order does not reflect the Company's address for notice, then that address shall be as follows:

Meriplex Telecom, LLC
Attn: Legal Department
10111 Richmond Avenue, Suite 500
Houston, Texas 77042

2.11.3 Except as otherwise stated in this GT&C, all notices or other communications required to be given under this GT&C will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. mail, postage prepaid, or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.11.4 The Company or the customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.12 Presubscribed Interexchange Carrier (PIC)

2.12.1 The customer shall select an IXC for its long distance communications. This carrier is called the Presubscribed Interexchange Carrier (PIC). The customer's selection of its PIC shall be in a written LOA under the Texas PUC Substantive Rule 26.130 that governs presubscription. The Company does not charge for changes in the customer's PIC.

2.12.2 The customer may establish a PIC Freeze in its LOA. The PIC freeze prevents an unauthorized change in the customer's interexchange carrier selection until the customer revokes the freeze. A freeze protects the customer against "slamming" (switching the telephone Company without your permission). Customers are allowed to impose or lift a PIC freeze of either their local toll (intraLATA) or long distance (interLATA including IRS) carrier, or both, by providing written authorization to the Company. There is no charge for imposing or lifting a PIC freeze. There is no charge for a PIC freeze.

3.0 – SERVICE ORDER CHARGES

3.1 Service Order and Change Charges

Nonrecurring charges apply to process service orders for new service, and for rearrangements or changes in service.

3.2 Maintenance Visit Charges

3.2.1 Maintenance visit charges apply when the Company dispatches personnel to a customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the customer when the trouble is determined to be caused by the customer's facilities.

3.2.2 Maintenance visit charges will be credited to the customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

3.2.3 The time period for which the maintenance visit charges is applied will commence when Company personnel are dispatched at the customer premises and end when work is completed. The rates for maintenance of service vary by time per customer request. For example: Duration of time, per technician - initial 15 minute increment and each additional 15 minute increment.

3.3 Restoration of Service

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

4.4 Expedites

If a customer desires that service be provided on an earlier date than that which has been established, or would normally apply for the order, the customer may request that service be provided on an expedited basis. If the Company agrees to provide the service on an expedited basis, an expedited order charge will apply under the ICB provisions of this GT&C.

SECTION 4.0 - DS1 SERVICE

4.1 DS1 Service

DS1 Service is offered on a point-to-point basis. It is a dedicated, high capacity channel with a line speed of 1.544 Mbps. DS1 Service provides for the two-way transmission of 1.544 Mbps digital signals between two premises. The service can be provided on copper, fiber, or other suitable facilities, at the Company's discretion. DS1 Service can transmit voice, data, and video signals, or a combination, and has the equivalent capacity of 24 voice grade services, or 24 DS0 digital data channels. DS1 Service is subject to the technical limitations of the central office equipment.

Partial DS1 Service is the same as DS1, described above, except it would be limited to equivalent capacity of 12 voice grade, or DSO digital data channels.

DS1 Service provides for the communications path between two customer premises, and their serving wire centers.

Multiplexing of DS1, or Partial DS1, to Voice or DS0 is an arrangement that provides a Company multiplexer, that converts a 1.544 Mbps channel to twenty-four 64 kbps voice, or DS0 channels.

Both DS1 and Partial DS1 Services are offered on a month-to-month basis, and on a three year fixed period rate plan. Under the month-to-month plan, monthly rates apply each month or fraction of a month that service is provided.

A physical move of a service is treated as a disconnect and new connect, and all NRCs apply.

Service rearrangements are changes to existing services that do not change the physical location of the channel terminated at a customer's premises.

If the change involves the addition of an optional feature which has a separate NRC, that NRC also applies.

SECTION 5.0 V-PRI SERVICES

5.1 Primary Rate Interface

5.1.1 Virtual Primary Rate Interface (V-PRI) is a digital architecture that provides an integrated voice and data capability to the customer premises, with voice access to the public switched network. The Service includes circuit-switched voice, packet-switched data and packet functions that are the equivalent of 23 B channels (for circuit switched voice or data), and one D channel (for signaling). The Company's V-PRI offering provides a dynamic allocation of simultaneous voice B channels and data B channels up to a maximum of 23 B channels. Alternatively, a dynamic allocation of up to 24 B channels may be provided.

5.1.2 Internet Protocol Primary Rate Interface (IP-PRI) is a digital architecture that provides an integrated voice and data capability to the customer premises, with voice access to the public switched network. The Service includes packet-switched voice, packet-switched data and packet functions that are the equivalent of 23 B channels (for circuit switched voice or data), and one D channel (for signaling). The Company's IP-PRI offering provides a dynamic allocation of simultaneous voice B channels and data B channels up to a maximum of 23 B channels. Alternatively, a dynamic allocation of up to 24 B channels may be provided.

5.2 Partial Primary Rate Interface

5.2.1 Partial Virtual Primary Rate Interface (Partial V-PRI) The partial VPRI is also based upon the total number of channels assigned and the maximum number of channels that can be allocated between voice and data. Partial V-PRI Service provides a dynamic allocation of simultaneous voice and data channels, up to a maximum of twelve (12) B channels.

5.2.2 Partial Internet Protocol Primary Rate Interface (Partial IP-PRI) The partial IP-PRI is also based upon the total number of channels assigned and the maximum number of channels that can be allocated between voice and data. Partial IP-PRI Service provides a dynamic allocation of simultaneous voice and data channels, up to a maximum of twelve (12) B channels.

5.3 Local Calling Areas and Telephone Numbers If a customer is provided resold service from a designated central office which is not the customer's normal serving office, the local calling area in Austin, Dallas, Houston or San Antonio for the customer's Single Line V-PRI Service will be that of the designated V-PRI-equipped central office.

5.4 Standard Features

Calling Number ID displays the calling party's directory number (including non-published and non-listed numbers prior to the call being answered. Callers have the ability to block this information

5.5 Optional Features

Calling Name Delivery (CNAM) is a terminating feature that delivers the original calling party name along with the calling party's telephone number. A private or unavailable indication will appear when the name is not available to the called customer.

Circuit Switched Data allows the transmission of circuit switched data on a voice channel.

Direct Inward/Outward Dialing allows the station users to place or receive calls bypassing the attendant.

Voice Mail is a central system, maintained by the Company, used to manage telephone messages.

Account Code Dialing

Direct Inward Dialing

Hunting is available for circuit switched voice and data on primary directory numbers. Hunting is sequential by terminal within the group. One or two B channels are associated with each terminal in the group. A begin-hunt telephone number must be assigned to the first terminal within a regular or circular group of sequentially ordered terminals that form a multiline hunt group. Telephone numbers may be assigned in any sequence to terminals within a hunt group. Multiline Hunt Service attempts to complete a call to the first available B channel for the lead telephone number of the group. Busy tone is not sent to the caller unless all B channels in the hunt group list are busy. The call will be completed to the first available B channel. Multiline Hunt Groups can be assigned begin hunt or non-hunting telephone numbers.

Regular hunting starts when a begin-hunt telephone number is called in a hunt group. Hunting proceeds in ascending order through each subsequent terminal in the group until an idle terminal is reached or the last terminal in the group is reached.

Circular hunting is an option with regular hunting groups. Circular hunting occurs in these groups when the hunt for an idle terminal commences beyond the first terminal in the hunt group and finds all higher numbered terminals busy, the hunt returns to the first terminal in the group. This feature allows all terminals within a hunt group to be tested for busy regardless of the point of entry into the group before returning busy tone.

Series Completion Hunt is voice feature that automatically redirects a call from a busy number to another specified directory number, such a secretary or receptionist.

5.6 Service Rearrangements

Service rearrangements are changes to existing services that do not change the physical location of the channel terminated at a customer's premises.

If the change involves the addition of an optional feature which has a separate NRC, that NRC also applies.

SECTION 6.0 – DIRECTORY ASSISTANCE

6.1 Directory Assistance

A directory assistance charge applies per directory assistance call. The directory assistance charge applies regardless of whether the directory assistance operator is able to supply the requested number.

For instructions on how to access INTL directory assistance, call 1-866-637-4235.

SECTION 7.0 - OPERATOR SERVICES

7.1 General

The Company's Operator Assisted Calling is available for use by its local and long distance customers as well as transient end users served from aggregated locations. It provides live or automated operator assistance when a customer dials "0." Operator services can be used to help the customer route or bill a call. Billing options include, but may not be limited to, bill to originating telephone number and calling card. Billing to a third party, collect and commercial credit cards is not provided. Calls are billed in one-minute increments, with additional per call charges reflecting the level of operator assistance and billing arrangement requested by the customer.

For instructions on how to access INTL operator assistance, call 1-866-637-4235.

7.2 Operator Assisted Calling

7.2.1 Operator Service Call Types

- A. Operator Dialed Calling Card** charge applies in addition to usage charges for station-to-station calls billed to an authorized calling card and the operator dials the destination telephone number at the request of the customer.
- B. Operator Station** charges apply in addition to usage charges for non-person-to-person calls placed using the assistance of a Company operator and billed to the originating line, collect, to a third party, by deposit of coins in pay telephones, or via some method other than a calling card or commercial credit card.
- C. Person-to-Person** rates apply in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to the originating line, a calling card, commercial credit card, collect, by deposit of coins in pay telephones, or to a third party. Charges do not apply unless the specified party or an acceptable substitute is available.

7.2.2 Alternate Billing Arrangements

Calling Card is a billing arrangement whereby the originating caller may bill the charges for a call to the Company's calling card.

Customer Dialed Calling Card charge applies in addition to local usage charges for station-to-station calls billed to an authorized Company calling card. The customer must

dial the destination telephone number and card number where the capability exists for the customer to do so.

7.2.3 Operator Dialed Surcharge

This charge applies to Operator Station and Person-to-Person calls for which the caller has the ability to dial the called number, but chooses instead to have the Company operator perform the dialing. This charge is in addition to local usage charges and applicable operator service charges.

7.3 Busy Line Verification and Line Interrupt Service

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

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

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

7.4 Call Blocking

Call blocking, or subsequent unblocking, dialed to 900, 976 or toll calls apply per line or out dial trunk. The blocking of toll calls is permitted under Toll Restriction found in the **IRS and INTL**

SECTION 8.0 - MISCELLANEOUS SERVICES

8.1 Long Distance

The Company provides long distance services that originate in Texas local service areas and terminate in other states or internationally, except for INTL calls to cellular/mobile telephones in Canada or Great Britain. Such calls to cellular/ mobile telephones in Canada or Great Britain are not offered under this GT&C.

A customer may call the Company at 1-866-637-4235 for a list of the current IRS or INTL rates.

The Company may provide long distances minutes in bundles of 500, 2000, 5000 and 10,000 minutes per month as offered in its Texas GT&C No. 1.

Inbound Toll free Service: The Company provides numbers in the form of 8XX for inbound toll free service.

A customer may call the Company at 1-866-637-4235 for a list of the current IRS or INTL rates.

Payphone Surcharge: A surcharge shall apply for all calls made from payphones in addition to per minute charges.

8.2 Services Priced on an Individual Case Basis

8.2.1 The Company may offer its customers a variety of competitive services as deemed appropriate by the Company through customer-specific contracts with pricing computed on an individual case basis (ICB). The services that may be offered under customer specific contracts are

8.1.2 ICB rates apply when the service is provided as, or in conjunction with, a service having a bandwidth that equals or exceeds 1.544 Mbps.

8.3 Custom Number Service

8.3.1 Custom Number Service is an option under which a Customer may request, subject to availability, a specific or unique telephone number for use with Company provided exchange services. This service assigns a customer requested telephone number other than the next available number from the available list of Company telephone numbers.

8.3.2 Custom Number Service is furnished subject to the availability of the requested number. The Company reserves all rights to the numbers assigned to customers and may, therefore, change such a number if required.

8.4 Toll Restriction

9.4.1 Toll Restriction prohibits anyone from originating a direct dialed (1+) long distance call, a call to directory assistance or an operator assisted (0 or 0+) call from a designated local exchange access line.

In addition to the limitations described in Texas GT&C No. 1, Toll Restriction will also prohibit anyone from originating a call to INTL directory assistance, INTL operator assistance, or direct-dialed international calls.

Any such calls, will be routed to an announcement that will inform the user that long distance calls are restricted from that line. Local calls and calls to 911, or E911, services will be allowed.

8.4.2 Outgoing long distance and local calls not restricted are as follows:

- Any local seven-digit call. Example: (xxx-xxxx).
- Any call to an Inward WATS service. Example: 1+800+xxx-xxxx).
- Where Company facilities permit, any one plus (1+) calls to the Company business offices and repair services.

8.5 Special Charges

8.5.1 If additional entrance or distribution facilities are required, or if conditions require special equipment, maintenance or methods of construction, if the installation is for a temporary purpose, or if for any other reason, the costs are excessive as compared with the revenue to be derived from the project, the applicant may be required to pay for costs over and above the costs that apply for a normal installation.

Examples of situations which may give rise to such special charges include where facilities, equipment or required construction methods:

- are not presently available;
- are of a type other than that which the Company would normally utilize in the furnishing of its services;

- are over a route other than that which the Company would normally utilize in the furnishing of its services;
- are in a quantity greater than that which the Company would normally construct;
- are requested on an expedited basis;
- are only available on a temporary basis until permanent facilities are available; or
- involve abnormal costs.

9.0 PACKAGED OFFERINGS

The packages consist of a combination of both IRS and IAS Services. The Internet access and any IRS and/or INTL long distance services that are a part of such packages are IRS in nature. The remaining IAS services are found in Texas Tariff No. 1.

9.1 Standard Packages

9.1.1 MCS Local Performance Solution V-PRI:

Single T1 Internet access :
 Up to 1.5 Mbps Internet access
 Public static IP addresses
 24/7 Managed Cisco router and circuit
 V-PRI Interface (24 channels)
 Local extended calling scope
 100 Direct Inward Dial numbers
 2,000 Nation-wide long distance minutes
 1 Analog fax line

9.1.2 MCS Local 2000

Single T1 Internet access
 Up to 1.5 Mbps Internet access
 Public static IP addresses
 24/7 Managed Cisco router and circuit
 4 Hunting Integrated Access Digital Lines
 Local extended calling scope
 2,000 Nation-wide long distance minutes
 1 Analog fax line

9.2 Partial Packages

9.2.1 MCS Local Performance Solution – Partial V-PRI

Single T1 Internet access
 Up to 1.5 Mbps Internet access
 Public static IP addresses
 24/7 Managed Cisco router and circuit
 Partial V-PRI Interface (12 Channels)
 Local extended calling scope
 50 Direct Inward Dial numbers
 2,000 Nation-wide long distance minutes
 1 Analog fax line

9.3 Hosted Packages

9.3.1 MCS Local Hosted IPT 2000 Solution

- T1 Internet Access
 - Up to 1.5 Mbps Internet access
 - Public static IP addresses
 - 24/7 Managed Cisco router and circuit
- 4 Hosted Cisco IPT Phone Service (see note 1)
 - Local extended calling scope
 - 2000 Nation-wide long distances minutes
 - Call transfer/Voice announcements
 - Managed Cisco call control
 - 4 Voice mail accounts
 - Auto attendant
 - 1 Analog fax line

Note 1: Cisco IPT required for this solution – Equipment sold separately