

1. GENERAL

This Section sets forth the terms and conditions applicable to Resale Local Exchange Service in MSA-1 (the Service) ordered by the Carrier on a volume and term commitment basis. In addition to the provisions of this Section, the provisions of Sections 1 and 2 as well as the service descriptions (including those associated with listings and directory deliveries, where available) but not the rates contained in Section 3 of this Part shall apply to services provided on a volume and term commitment basis. A written Confirmation of Order for Service to be provided on a volume and term commitment basis shall be executed by the Company and the Carrier. This form shall include provisions specific to the Carrier's volume and term commitments consistent with the regulations set forth in this Paragraph 1. A redacted version of each executed order shall be filed in subsequent paragraphs of this Section beginning with Paragraph 2. (T)

1.1 RATE STRUCTURE

For the Service as defined in Paragraphs 1 through 4 of Section 3, which is to be provided to the Carrier on a volume and term commitment basis, applicable prices shall be set forth in the Confirmation of Order form. This price list shall include the incorporation by reference of service ordering, line connection, and other service charges set forth in Section 2 of this Part.

1.2 EFFECTIVE DATE

The Effective Date for the provision of service on a volume and term commitment basis shall be coincident with the Effective Date of the Confirmation of Order form except that service shall not in any event be provided prior to February 1, 1996 (Service Date). To provide for an initial Ramp Up Period for all volume and term commitments in this Section, the volume commitments will not be assessed or monitored prior to the latter of the date specified in the Confirmation of Order form or May 1, 1996 (Volume Commitment Date). Additional Ramp Up Periods may apply to greater volume and term commitments.

/1/ Custom Service Arrangements will not be provided to new Carriers on and after May 30, 1997. A Carrier with a Custom Service Arrangement on file in this Section on, or prior to, May 30, 1997, may continue to receive service under such arrangement provided, however, that such Carrier may not extend, renew, or otherwise lengthen the term of such arrangement.

PART 22 - Resale Local Exchange Service
SECTION 4 - Custom Service Arrangements

Original Sheet 2

1. GENERAL (Cont'd)

/1/

1.3 TERM AND TERMINATION

- A. The Carrier's term commitment (Service Term) shall be set forth in the Confirmation of Order form and shall commence upon the Effective Date.
- B. If Carrier cancels its order for services on a volume and term commitment basis before Service is established, Carrier shall reimburse the Company for costs incurred by it on behalf of Carrier up until the time of cancellation.
- C. Once Service has been established on a volume and term commitment basis, if Carrier cancels Service prior to the scheduled conclusion of the Service Term, Carrier shall pay the Company for the unused lines at the applicable month to month rates provided for in Section 3 of this Part for the months remaining in such term.

1.4 VOLUME COMMITMENT

Upon the Volume Commitment Date, the annual volume commitment agreed to by the Carrier and set forth in the Confirmation of Order shall be assessed and monitored for the duration of the Service Term.

1.5 FAILURE TO MEET VOLUME COMMITMENT

Subject to any Ramp Up Period, beginning on the one year anniversary of the Volume Commitment Date and continuing on each yearly anniversary or concluding partial year period thereafter during the Service Term, the annual service volume shall be monitored and measured. This measurement will determine the actual in-service lines volumes over the twelve month period (or any concluding partial year period) just concluded for use in applying the underutilization payment provisions set forth in the Confirmation of Order form. Underutilization obligations shall apply in addition to the Carrier's obligation to pay applicable rates and charges for all items of Service which were in service for the Carrier during the monitored period.

- /1/ Custom Service Arrangements will not be provided to new Carriers on and after May 30, 1997. A Carrier with a Custom Service Arrangement on file in this Section on, or prior to, May 30, 1997, may continue to receive service under such arrangement provided, however, that such Carrier may not extend, renew, or otherwise lengthen the term of such arrangement.

1. GENERAL (Cont'd)

/1/

1.6 CONDITIONS PRECEDENT

- A. Neither the Company or the Carrier shall be required to perform its respective obligations under the Confirmation of Order or this Part unless and until the Company's tariff for Resale Local Exchange Service becomes effective, Service is available hereunder, and the redacted version of the Confirmation of Order has been filed in this Section.
- B. Neither the Company nor the Carrier shall be required to perform its respective obligations under the Confirmation of Order or this Part unless and until Carrier obtains certification as a reseller of business service under Section 13-404 or as a local exchange provider under Section 13-405 reselling business or residence service in MSA-1 in the state of Illinois under 220 ILCS 13-404, 13-405, respectively.

1.7 OTHER PROVISIONS

The Company and the Carrier may include other matters of agreement in the Confirmation of Order related to the provision of Service under this Part provided that they are not inconsistent with the provisions of this Part.

/1/ Custom Service Arrangements will not be provided to new Carriers on and after May 30, 1997. A Carrier with a Custom Service Arrangement on file in this Section on, or prior to, May 30, 1997, may continue to receive service under such arrangement provided, however, that such Carrier may not extend, renew, or otherwise lengthen the term of such arrangement.

2. RESALE LOCAL EXCHANGE SERVICE FOR USN COMMUNICATIONS, INC. IN MSA-1

/1/

VOLUME COMMITMENT: Annual volume of 150,000 business lines

TERM COMMITMENT: 10 years

RATE STRUCTURE:

A. Access Lines

Price

1) Business Direct Lines

Single Line Subscribers Area A	\$ 7.64	(per line/per month)
Single Line Subscribers Area B	11.04	(per line/per month)
Single Line Subscribers Area C	14.16	(per line/per month)
Multiline Subscribers Area A	8.07	(per line/per month)
Multiline Subscribers Area B	11.47	(per line/per month)
Multiline Subscribers Area C	14.54	(per line/per month)
PBX Trunk, Area A	8.02	(per line/per month)
PBX Trunk, Area B	11.42	(per line/per month)
PBX Trunk, Area C	14.54	(per line/per month)

2) Service Ordering, Line Connection and Other Charges

As set forth in Illinois Guidebook, Part 3, Section 1, these service charges apply in addition to any other scheduled rates and charges normally applying under this tariff. They apply in addition to and not in lieu of Channel Charges, Initial nonrecurring Charges or Construction Charges made because of unusual cost in establishing service. (T)

/1/ Custom Service Arrangements will not be provided to new Carriers on and after May 30, 1997. A Carrier with a Custom Service Arrangement on file in this Section on, or prior to, May 30, 1997, may continue to receive service under such arrangement provided, however, that such Carrier may not extend, renew, or otherwise lengthen the term of such arrangement.

2. RESALE LOCAL EXCHANGE SERVICE FOR USN COMMUNICATIONS, INC. IN MSA-1 (Cont'd)^{/1/}

A. Access Lines (Cont'd)		Price	
Usage			
Business Local Usage Services			
Band A	\$.0098	(per minute)	
Band B	\$.0202	(per minute)	
Band C	\$.0297	(per minute)	
Business Operator Assisted Usage Services			
Band A	\$.0098	(per minute)	
Band B	\$.0202	(per minute)	
Band C	\$.0297	(per minute)	
Operator Surcharges			
Person to Person ^{/2/}			
- Business	\$2.60	(per call)	(C)
Billed to a Third Number ^{/2/}			
- Business	\$1.63	(per call)	(C)
Collect Calls ^{/2/}			
- Business	\$1.22	(per call)	(C)
Automated Not Available-Operator Must Assist			
- Business	\$0.48	(per call)	(C)
Sent Paid/Operator Assisted Other Telephone			
- Business	\$0.78	(per call)	(C)
Busy Line Verity ^{/2/}			
- Business	\$1.48	(per request)	(C)

/1/ Custom Service Arrangements will not be provided to new Carriers on and after May 30, 1997. A Carrier with a Custom Service Arrangement on file in this Section on, or prior to, May 30, 1997, may continue to receive service under such arrangement provided, however, that such Carrier may not extend, renew, or otherwise lengthen the term of such arrangement.

/2/ Effective March 19, 2016, Collect, Person-to-Person, Bill to Third Number calls and Busy Line Verification/Interruption services are discontinued. (N)

2. RESALE LOCAL EXCHANGE SERVICE FOR USN COMMUNICATIONS, INC. IN MSA-1 (Cont'd) /1/

A. Access Lines (Cont'd)		Price
Operator Surcharges (Cont'd)		
Busy Line Verify and Interrupt		
- Business		\$3.72 (per request)
B. Telecommunications Features		
1. Touch Tone Service		
- Business	No Additional Charge	
2. Call Waiting		
- Business		\$1.40 (per line/per month)
3. Call Forwarding Variable		
- Business		\$1.40 (per line/per month)
4. Threeway Calling		
- Business		\$1.40 (per line/per month)
5. Call Trace		
- Business		\$2.40 (per line/per month)
6. Distinctive Ringing		
- Business		\$1.40 (per line/per month)
7. Call Screening		
- Business		\$1.40 (per line/per month)
8. Caller ID		
- Business		\$3.66 (per line/per month)
9. Caller ID with Name		
- Business		\$1.50 (per line/per month)
10. Pay Per Use-Automatic Call Back		
- Business		\$0.45 (per use)
11. Pay Per Use-Repeat Dialing		
- Business		\$0.45 (per use)
12. 900 Special Access Code		
Blocking Service	No Additional Charge	

/1/ Custom Service Arrangements will not be provided to new Carriers on and after May 30, 1997. A Carrier with a Custom Service Arrangement on file in this Section on, or prior to, May 30, 1997, may continue to receive service under such arrangement provided, however, that such Carrier may not extend, renew, or otherwise lengthen the term of such arrangement..

2. RESALE LOCAL EXCHANGE SERVICE FOR USN COMMUNICATIONS, INC. IN MSA-1 (Cont'd) /1/

B. Telecommunications Features (Cont'd)	Price	
13. 976 Prefix Blocking Service	No Additional Charge	
14. Multi Ring Service		
- Business	\$1.40	(first line/per month)
Multi Ring Service		
- Business	\$1.20	(second line/per month)
15. Busy Line Transfer		
- Business	\$0.75	(per line/per month)
16. Alternate Answering		
- Business	\$0.75	(per line/per month)
17. Customer Control Option- Busy Line Transfer or Alternate Answering		
- Business	\$0.85	(per line/per month)
18. Message Waiting Tone		
- Business	\$0.21	(per line/per month)
19. Easy Call		
- Business	\$3.00	(per line/per month)
20. Special Delivery Service		
- Business	\$0.09	(per line/per month)
21. Temporary Intercept		
Business		
- Per Central Office Line	\$2.91	(non-recurring charge)
- Per port intercepted	\$2.91	(non-recurring charge)
22. Remote Call Forwarding		
- Business	\$9.31	(per line/per month)
23. Customer Controlled Reroute Service		
- Business	\$ 300.00	(per line/per month)
- plus	\$3000.00	(non-recurring charge)

/1/ Custom Service Arrangements will not be provided to new Carriers on and after May 30, 1997. A Carrier with a Custom Service Arrangement on file in this Section on, or prior to, May 30, 1997, may continue to receive service under such arrangement provided, however, that such Carrier may not extend, renew, or otherwise lengthen the term of such arrangement.

2. RESALE LOCAL EXCHANGE SERVICE FOR USN COMMUNICATIONS, INC. IN MSA-1 (Cont'd)

C. Other Services		Price	
1. Extra Listings Business			
- Multiline	\$1.02	(per listing/per month)	
- Other Listings	\$1.02	(per listing/per month)	(T)
2. Private			
- Business	\$0.85	(per line/per month)	
3. Semi-Private			
- Business	\$0.55	(per line/per month)	
4. Directory Assistance Call Service			
- Business	\$0.2232	(per call)	
5. Information Call Completion Service			
- Business	\$0.1711	(per call)	
Items 6-20 following refer only to Ameritech ISDN			
6. National ISDN CO Termination plus	\$ 9.41 \$50.00	(per line/per month) (non-recurring charge)	
7. ISDN Direct CO Termination plus	\$ 9.41 \$50.00	(per line/per month) (non-recurring charge)	
8. ISDN National Line/Direct Line			
- Area A	\$ 7.86	(per line/per month)	
- Area B	\$11.26	(per line/per month)	
- Area C	\$14.38	(per line/per month)	
9. Distance Extension Charge	\$22.50	(per line/per month)	
10. Circuit Switched Service Element Per "B" Channel plus	\$ 1.80 \$15.00	(per line/per month) (non-recurring charge)	
11. Additional Call Offering plus	\$ 1.20 \$ 5.00	(per line/per month) (non-recurring charge)	

/1/ Custom Service Arrangements will not be provided to new Carriers on and after May 30, 1997. A Carrier with a Custom Service Arrangement on file in this Section on, or prior to, May 30, 1997, may continue to receive service under such arrangement provided, however, that such Carrier may not extend, renew, or otherwise lengthen the term of such arrangement.

2. RESALE LOCAL EXCHANGE SERVICE FOR USN COMMUNICATIONS, INC. IN MSA-1 (Cont'd) /1/

		Price	
C. Other Services (Cont'd)			
12.	Additional Multiple Call Appearances (each) plus	\$ 1.20 \$ 5.00	(per month) (non-recurring charge)
13.	Intercom Calling plus	\$ 1.20 \$ 5.00	(per line/per month) (non-recurring charge)
14.	Secondary Telephone Number (each) plus	\$ 1.20 \$ 5.00	(per month) (non-recurring charge)
15.	Station Controlled Conference 6 port plus	\$ 8.40 \$15.00	(per line/per month) (non-recurring charge)
16.	Message Waiting Indicator (each) plus	\$ 1.50 \$ 5.00	(per month) (non-recurring charge)
17.	On Demand Packet Switched Data "B" Channel plus	\$12.00 \$50.00	(per line/per month) (non-recurring charge)
18.	Alternate Circuit Switched Voice/Data plus	\$ 5.40 \$15.00	(per line/per month) (non-recurring charge)
19.			
20.			

Items 21-25 following refer to Direct Inward Dialing (DID) Service only

21.	Common Equipment; per DID trunk group plus	\$ 12.35 \$1356.88	(per month) (non-recurring charge)
22.	DID Trunk CO Termination, per trunk plus	\$18.44 \$32.95	(per month) (non-recurring charge)

/1/ Custom Service Arrangements will not be provided to new Carriers on and after May 30, 1997. A Carrier with a Custom Service Arrangement on file in this Section on, or prior to, May 30, 1997, may continue to receive service under such arrangement provided, however, that such Carrier may not extend, renew, or otherwise lengthen the term of such arrangement.

2. RESALE LOCAL EXCHANGE SERVICE FOR USN COMMUNICATIONS, INC. IN MSA-1 (Cont'd) /1/

		Price	
C. Other Services (Cont'd)			
23.	DID Trunk CO Termination with Touch-Tone, per trunk	\$ 18.44	(per month)
24.	Subsequent additions, deletions or rearrangements, per occurrence	\$276.22	(non-recurring charge)
25.	DID Number Changes		
-	10 assigned DID station numbers, or fraction thereof	\$0.18	(per month)
-	10 reserved DID station numbers, or fraction thereof	\$0.18	(per month)
Items 26-32 following refer to 2-way DID with Call Transfer			
26.	Area A		
-	With initial DID service	\$175.00	(per trunk group, non-recurring charge)
-	Subsequent to establishment of DID service	\$175.00	(per trunk group, non-recurring charge)
-	2-way DID Trunk with Call Transfer	\$93.56(I)	(per trunk/per month)
27.	Area B		
-	With initial DID service	\$175.00	(per trunk group, non-recurring charge)
-	Subsequent to establishment of DID service	\$175.00	(per trunk group, non-recurring charge)
-	2-way DID Trunk with Call Transfer	\$93.56(I)	(per trunk/per month)

/1/ Custom Service Arrangements will not be provided to new Carriers on and after May 30, 1997. A Carrier with a Custom Service Arrangement on file in this Section on, or prior to, May 30, 1997, may continue to receive service under such arrangement provided, however, that such Carrier may not extend, renew, or otherwise lengthen the term of such arrangement.

2. RESALE LOCAL EXCHANGE SERVICE FOR USN COMMUNICATIONS, INC. IN MSA-1 (Cont'd)

		<u>Price</u>	
C. Other Services (Cont'd)			
28.	Area C		
-	With initial DID service	\$175.00	(per trunk group, non-recurring charge)
-	Subsequent to establishment of DID service	\$175.00	(per trunk group, non-recurring charge)
-	2-way DID Trunk with Call Transfer	\$93.56(l)	(per trunk/per month)
29.	All Areas		
-	Change in Outpulsing, Start Dial or Signal Type	\$28.00	(per trunk group, non-recurring charge)
-	Change or Redesign in Signaling or Transmission Interface	\$150.00	(per occurrence, non-recurring charge)

CONVERSIONS

30.	All Areas		
-	Of entire DID trunk group to 2-way DID or entire 2-way DID trunk group to DID	\$300.00	(per occurrence, non-recurring charge)
-	Of individual DID trunks to a new 2-way DID trunk group	\$175.00	(per occurrence, non-recurring charge)
-	Change in Outpulsing, Start Dial or Signal Type	\$ 28.50	(per occurrence, non-recurring charge)
-	Change or Redesign in Signaling or Transmission Interface	\$150.00	(per occurrence, non-recurring charge)

/1/ Custom Service Arrangements will not be provided to new Carriers on and after May 30, 1997. A Carrier with a Custom Service Arrangement on file in this Section on, or prior to, May 30, 1997, may continue to receive service under such arrangement provided, however, that such Carrier may not extend, renew, or otherwise lengthen the term of such arrangement.

PART 22 - Resale Local Exchange Service
SECTION 4 - Custom Service Arrangements

Original Sheet 12

**2. RESALE LOCAL EXCHANGE SERVICE FOR USN COMMUNICATIONS, INC. IN MSA-1
(Cont'd)**

/1/

		Price
C. Other Services (Cont'd)		
31. Foreign District Service (mileage charge)		
- per first airline mile, or fraction thereof	\$16.20	(per month)
- per additional airline mile or fraction thereof	2.10	(per month)

VOLUME COMMITMENT FLEXIBILITY

- 1) In any twelve (12) month period following the Ramp Up Period (as used in this Paragraph 2, this term shall include the Additional Ramp Up Period) in which Carrier's Actual Usage is less than or greater than the Volume Commitment, the amount of the shortfall ("Shortfall Amount") or the excess ("Excess Amount") shall be placed into a pool ("Carryover Pool"). Shortfall Amounts shall increase Carryover Pool and Excess Amounts shall decrease the Carryover Pool. For example, if Carrier's Volume Commitment 150,000 lines and its Actual Usage for the twelve (12) month period is 100,000 lines, the Carryover Pool would be increased by 50,000 lines. If, in the following year, Carrier's Actual Usage for the twelve (12) month period is 200,000 lines, the Carryover Pool would be decreased by 50,000 lines.
- 2) The line volume in the Carryover Pool will not be subject to the underutilization charge (except as provided in 4) and may never exceed 300,000 lines ("Carryover Pool Cap"). If, at the end of any twelve (12) month period following Ramp Up Period, the lines in the Carryover Pool exceed the Carryover Pool Cap, Carrier shall pay the Company an amount equal to the excess lines above the Carryover Pool Cap multiplied by the Average Business Cap Rate as defined herein.

/1/ Custom Service Arrangements will not be provided to new Carriers on and after May 30, 1997. A Carrier with a Custom Service Arrangement on file in this Section on, or prior to, May 30, 1997, may continue to receive service under such arrangement provided, however, that such Carrier may not extend, renew, or otherwise lengthen the term of such arrangement.

2. RESALE LOCAL EXCHANGE SERVICE FOR USN COMMUNICATIONS, INC. IN MSA-1 (Cont'd) /1/

VOLUME COMMITMENT FLEXIBILITY (Cont'd)

- 3) If the number of lines in the Carryover Pool at the end of the Service Term is zero or less, no further action is required. If the number of lines in the Carryover Pool at the end of the Service Term is greater than zero Carrier shall, at its option, pay Ameritech an amount equal to each line in the Carryover Pool multiplied by the Average Business Rate or shall subscribe on a monthly basis to an equivalent number of lines during the next three year period ("Extension Term"). For example, if the number of lines in the Carryover Pool is 30,000, Carrier could subscribe to 30,000 lines for a single year or, in the alternative, could subscribe to 15,000 lines for 2 years. The same terms and conditions which apply to the ten (10) year Service Term shall apply to any Extension Term. Carrier shall have the option to fulfill this obligation during any consecutive period of time within the Extension Term, as long as such consecutive period immediately follows the end of the Service Term.
- 4) Carrier shall pay the Company for any unsubscribed lines remaining in the Carryover Pool at the end of the Extension Term or, if earlier, at the end of any consecutive period of service described below in Failure to Meet Volume Commitment. Carrier shall pay the Company an amount equal to the number of remaining lines multiplied by the Average Business Rate as defined herein, multiplied by 12.

FAILURE TO MEET VOLUME COMMITMENT

- 1) For each twelve (12) month period following the Ramp Up Period, Carrier's Actual Usage shall be calculated by adding the actual in-service business access lines at the end of each month during the twelve (12) month period ("Actual Usage").
- 2) For each twelve (12) month period following the end of the Ramp Up Period, subject to Volume Commitment Flexibility, Carrier shall pay the Company if it fails to meet the Volume Commitment. Carrier's underutilization liability for such failure to meet the Volume Commitment shall be calculated as follows:

12 x X x Y, where:

X = an average of Carrier's business line rates which, for purposes of this Part, shall be \$14.00 ("Average Business Line Rate")

Y = 150,000 less the Actual Usage

- /1/ Custom Service Arrangements will not be provided to new Carriers on and after May 30, 1997. A Carrier with a Custom Service Arrangement on file in this Section on, or prior to, May 30, 1997, may continue to receive service under such arrangement provided, however, that such Carrier may not extend, renew, or otherwise lengthen the term of such arrangement.

2. RESALE LOCAL EXCHANGE SERVICE FOR USN COMMUNICATIONS, INC. IN MSA-1 (Cont'd) /1/

FAILURE TO MEET VOLUME COMMITMENT (Cont'd)

If the final period at the end of the Service Term is less than twelve (12) months, the underutilization liability shall be calculated on a pro rata basis.

OTHER PROVISIONS

CHANGED CIRCUMSTANCES

Upon reasonable notice provided by either party, Ameritech and Carrier shall meet to review any unforeseen material changes in the competitive circumstances in the industry, including the competitiveness of the rates herein, and shall negotiate concerning any changes that may be necessary to the rates for any services in this Agreement. Any changes agreed upon shall not become effective until any applicable regulatory filing requirements are met.

In the event Carrier converts to a new Company service that utilizes a change in technology to provide the same service to Carrier with fewer business access lines, and as a result of this conversion Carrier fails to achieve the Volume Commitment twelve (12) month period, Carrier's Volume Commitment for that twelve (12) month period and for each twelve (12) month period remaining in the Service Term shall be reduced by an amount equal to the estimated amount of the reduction in access lines associated with the service conversion each year.

IMPLEMENTATION

Company shall implement Carrier's service orders on a timely basis and within implementation intervals no less promptly than the Company implements other service orders for similar items, including retail service orders. If the Company fails to implement a service order within such an interval and such failure is not caused by a force majeure (which shall include fires, embargoes, labor disputes, acts of God, the public enemy or other causes beyond the Company's reasonable control) or some fault of Carrier (which "fault" shall include any delays associated with Carrier notification periods and suspensions of change orders provided for in the Company's tariff for Resale Local Exchange Service), then the Company will waive any non-recurring charges associated with implementation of the Company service.

- /1/ Custom Service Arrangements will not be provided to new Carriers on and after May 30, 1997. A Carrier with a Custom Service Arrangement on file in this Section on, or prior to, May 30, 1997, may continue to receive service under such arrangement provided, however, that such Carrier may not extend, renew, or otherwise lengthen the term of such arrangement.

**2. RESALE LOCAL EXCHANGE SERVICE FOR USN COMMUNICATIONS, INC. IN MSA-1
(Cont'd)**

/1/

OTHER PROVISIONS (Cont'd)

RATE CHANGES

In consideration for Carrier agreeing to the maximum volume and term commitment currently available, if Ameritech sells the same service at a lower rate to a similarly situated customer (i.e., a resale customer making a term and/or volume commitment including MSA-1), then Ameritech shall make such lower rate available to Carrier. Ameritech shall notify Carrier within forty-five (45) days of such lower rates becoming available. This provision shall apply regardless the Service is offered under tariff or contract.

NEW SERVICES

If the Company introduces any new services to this Part during the period of Carrier's Service Term, and if those services have a volume or term discount, those services shall be made available to Carrier at the rate which corresponds to Carrier's volume and term commitment.

/1/ Custom Service Arrangements will not be provided to new Carriers on and after May 30, 1997. A Carrier with a Custom Service Arrangement on file in this Section on, or prior to, May 30, 1997, may continue to receive service under such arrangement provided, however, that such Carrier may not extend, renew, or otherwise lengthen the term of such arrangement.

3. RESALE LOCAL EXCHANGE SERVICE FOR MFS Intelnet, Inc. IN MSA-1

/1/

VOLUME COMMITMENT: Annual volume of 50,000 business lines per month

TERM COMMITMENT: 5 years

RATE STRUCTURE:

A. Access Lines

Price

1) Business Direct Lines

Single Line Subscribers Area A	\$ 8.20	(per line/per month)
Single Line Subscribers Area B	11.85	(per line/per month)
Single Line Subscribers Area C	15.20	(per line/per month)
Multiline Subscribers Area A	8.63	(per line/per month)
Multiline Subscribers Area B	12.28	(per line/per month)
Multiline Subscribers Area C	15.61	(per line/per month)
PBX Trunk, Area A	8.61	(per line/per month)
PBX Trunk, Area B	12.26	(per line/per month)
PBX Trunk, Area C	15.61	(per line/per month)

2) Service Ordering, Line Connection and Other Charges

As set forth in Illinois Guidebook, Part 3, Section 1, these service charges apply in addition to any other scheduled rates and charges normally applying under this tariff. They apply in addition to and not in lieu of Channel Charges, Initial Nonrecurring Charges or Construction Charges made because of unusual cost in establishing service. (T)

/1/ Custom Service Arrangements will not be provided to new Carriers on and after May 30, 1997. A Carrier with a Custom Service Arrangement on file in this Section on, or prior to, May 30, 1997, may continue to receive service under such arrangement provided, however, that such Carrier may not extend, renew, or otherwise lengthen the term of such arrangement.

3. RESALE LOCAL EXCHANGE SERVICE FOR MFS Intelnet, Inc. IN MSA-1 (Cont'd)^{/1/}**RATE STRUCTURE: (Cont'd)****A. Access Lines (Cont'd)**
Usage**Price**

Business Local Usage Services

Band A	\$.0098	(per minute)	
Band B	\$.0203	(per minute)	
Band C	\$.0299	(per minute)	

Business Operator Assisted Usage Services

Band A	\$.0098	(per minute)	
Band B	\$.0203	(per minute)	
Band C	\$.0299	(per minute)	

Operator Surcharges

Person to Person ^{/2/} - Business	\$2.62	(per call)	(C)
Billed to a Third Number ^{/2/} - Business	\$1.65	(per call)	(C)
Collect Calls ^{/2/} - Business	\$1.23	(per call)	(C)
Automated Not Available-Operator Must Assist - Business	\$0.48	(per call)	
Sent Paid/Operator Assisted Other Telephone - Business	\$0.78	(per call)	
Busy Line Verify ^{/2/} - Business	\$1.50	(per request)	(C)

/1/ Custom Service Arrangements will not be provided to new Carriers on and after May 30, 1997. A Carrier with a Custom Service Arrangement on file in this Section on, or prior to, May 30, 1997, may continue to receive service under such arrangement provided, however, that such Carrier may not extend, renew, or otherwise lengthen the term of such arrangement.

/2/ Effective March 19, 2016, Collect, Person-to-Person, Bill to Third Number calls and Busy Line Verification/Interruption services are discontinued. (N)
(N)

3. RESALE LOCAL EXCHANGE SERVICE FOR MFS Intelnet, Inc. IN MSA-1 (Cont'd)

/1/

RATE STRUCTURE: (Cont'd)

Operator Surcharges (Cont'd)	Price
Busy Line Verify and Interrupt - Business	\$3.75 (per request)
B. Telecommunications Features	
1. Touch Tone Service - Business	No Additional Charge
2. Call Waiting - Business	\$1.51 (per line/per month)
3. Call Forwarding Variable - Business	\$1.51 (per line/per month)
4. Threeway Calling - Business	\$1.51 (per line/per month)
5. Call Trace - Business	\$2.60 (per line/per month)
6. Distinctive Ringing - Business	\$1.51 (per line/per month)
7. Call Screening - Business	\$1.51 (per line/per month)
8. Caller ID - Business	\$3.97 (per line/per month)
9. Caller ID with Name - Business	\$1.63 (per line/per month)
10. Pay Per Use-Automatic Call Back - Business	\$0.49 (per use)
11. Pay Per Use-Repeat Dialing - Business	\$0.49 (per use)
12. 900 Special Access Code Blocking Service	No Additional Charge

/1/ Custom Service Arrangements will not be provided to new Carriers on and after May 30, 1997. A Carrier with a Custom Service Arrangement on file in this Section on, or prior to, May 30, 1997, may continue to receive service under such arrangement provided, however, that such Carrier may not extend, renew, or otherwise lengthen the term of such arrangement.

3. RESALE LOCAL EXCHANGE SERVICE FOR MFS Intelnet, Inc. IN MSA-1 (Cont'd)

/1/

RATE STRUCTURE: (Cont'd)

B. Telecommunications Features (Cont'd)

Price

13. 976 Prefix Blocking Service	No Additional Charge
14. Multi Ring Service	
- Business	\$1.51 (first line/per month)
Multi Ring Service	
- Business	\$1.30 (second line/per month)
15. Busy Line Transfer	
- Business	\$0.75 (per line/per month)
16. Alternate Answering	
- Business	\$0.75 (per line/per month)
17. Customer Control Option- Busy Line Transfer or Alternate Answering	
- Business	\$0.65 (per line/per month)
18. Message Waiting Tone	
- Business	\$0.23 (per line/per month)
19. Easy Call	
- Business	\$3.25 (per line/per month)
20. Special Delivery Service	
- Business	\$0.10 (per line/per month)
21. Temporary Intercept	
Business	
- Per Central Office Line	\$2.91 (non-recurring charge)
- Per port intercepted	\$2.91 (non-recurring charge)
22. Remote Call Forwarding	
- Business	\$10.08 (per line/per month)
23. Customer Controlled Reroute Service	
- Business	\$325.00 (per line/per month)
- plus	\$3000.00 (non-recurring charge)

/1/ Custom Service Arrangements will not be provided to new Carriers on and after May 30, 1997. A Carrier with a Custom Service Arrangement on file in this Section on, or prior to, May 30, 1997, may continue to receive service under such arrangement provided, however, that such Carrier may not extend, renew, or otherwise lengthen the term of such arrangement.

3. RESALE LOCAL EXCHANGE SERVICE FOR MFS Intelnet, Inc. IN MSA-1 (Cont'd)

RATE STRUCTURE: (Cont'd)

C. Other Services		Price	
1. Extra Listings Business			
- Multiline	\$1.11	(per listing/per month)	
- Other Listings	\$1.11	(per listing/per month)	(T)
2. Private			
- Business	\$0.92	(per line/per month)	
3. Semi-Private			
- Business	\$0.59	(per line/per month)	
4. Directory Assistance Call Service			
- Business	\$0.2250	(per call)	
5. Information Call Completion Service			
- Business	\$0.1725	(per call)	
Items 6-20 following refer only to Ameritech ISDN			
6. National ISDN CO Termination plus	\$ 9.41 \$50.00	(per line/per month) (non-recurring charge)	
7. ISDN Direct CO Termination	\$ 9.41 \$50.00	(per line/per month) (non-recurring charge)	
8. ISDN National Line/Direct Line			
- Area A	\$ 8.20	(per line/per month)	
- Area B	\$11.85	(per line/per month)	
- Area C	\$15.20	(per line/per month)	
9. Distance Extension Charge	\$22.50	(per line/per month)	
10. Circuit Switched Service Element			
Per "B" Channel-Voice	\$ 1.95	(per line/per month)	
Per "B" Channel-Data	\$ 5.20	(per line/per month)	
Non-Recurring Charge (Voice & Data)	\$15.00	(non-recurring charge)	
11. Additional Call Offering	\$ 1.30	(per line/per month)	
plus	\$ 5.00	(non-recurring charge)	

/1/ Custom Service Arrangements will not be provided to new Carriers on and after May 30, 1997. A Carrier with a Custom Service Arrangement on file in this Section on, or prior to, May 30, 1997, may continue to receive service under such arrangement provided, however, that such Carrier may not extend, renew, or otherwise lengthen the term of such arrangement.

PART 22 - Resale Local Exchange Service
SECTION 4 - Custom Service Arrangements

1st Revised Sheet 21
Cancels Original Sheet 21

3. RESALE LOCAL EXCHANGE SERVICE FOR MFS Intelnet, Inc. IN MSA-1 (Cont'd)

/1/

RATE STRUCTURE: (Cont'd)

C. Other Services (Cont'd)

Price

12. Additional Multiple Call Appearances (each) plus	\$ 1.30 \$ 5.00	(per month) (non-recurring charge)
13. Intercom Calling plus	\$ 1.63 \$ 5.00	(per line/per month) (non-recurring charge)
14. Secondary Telephone Number (each) plus	\$ 1.30 \$ 5.00	(per month) (non-recurring charge)
15. Station Controlled Conference 6 port plus	\$ 9.10 \$15.00	(per line/per month) (non-recurring charge)
16. Message Waiting Indicator (each) plus	\$ 1.63 \$ 5.00	(per month) (non-recurring charge)
17. On Demand Packet Switched Data "B" Channel plus	\$13.00 \$50.00	(per line/per month) (non-recurring charge)
18. Alternate Circuit Switched Voice/Data plus	\$ 5.85 \$15.00	(per line/per month) (non-recurring charge)
19.		(D)
20.		(D)

Items 21-25 following refer to Direct Inward Dialing (DID) Service only

21. Common Equipment; per DID trunk group plus	\$ 13.26 \$1356.88	(per month) (non-recurring charge)
22. DID Trunk CO Termination, per trunk plus	\$19.80 \$32.95	(per month) (non-recurring charge)

/1/ Custom Service Arrangements will not be provided to new Carriers on and after May 30, 1997. A Carrier with a Custom Service Arrangement on file in this Section on, or prior to, May 30, 1997, may continue to receive service under such arrangement provided, however, that such Carrier may not extend, renew, or otherwise lengthen the term of such arrangement.

3. RESALE LOCAL EXCHANGE SERVICE FOR MFS Intelnet, Inc. IN MSA-1 (Cont'd)

/1/

RATE STRUCTURE: (Cont'd)

C. Other Services (Cont'd)

Price

- | | | |
|---|----------|------------------------|
| 23. DID Trunk CO Termination with Touch-Tone, per trunk | \$ 19.80 | (per month) |
| 24. Subsequent additions, deletions or rearrangements, per occurrence | \$276.22 | (non-recurring charge) |
| 25. DID Number Changes | | |
| - 10 assigned DID station numbers, or fraction thereof | \$0.19 | (per month) |
| - 10 reserved DID station numbers, or fraction thereof | \$0.19 | (per month) |

Items 26-32 following refer to 2-way DID with Call Transfer

- | | | |
|--|----------|---|
| 26. Area A | | |
| - With initial DID service | \$175.00 | (per trunk group, non-recurring charge) |
| - Subsequent to establishment of DID service | \$175.00 | (per trunk group, non-recurring charge) |
| - 2-way DID Trunk with Call Transfer | \$14.25 | (per trunk/per month) |
| 27. Area B | | |
| - With initial DID service | \$175.00 | (per trunk group, non-recurring charge) |
| - Subsequent to establishment of DID service | \$175.00 | (per trunk group, non-recurring charge) |
| - 2-way DID Trunk with Call Transfer | \$19.00 | (per trunk/per month) |

/1/ Custom Service Arrangements will not be provided to new Carriers on and after May 30, 1997. A Carrier with a Custom Service Arrangement on file in this Section on, or prior to, May 30, 1997, may continue to receive service under such arrangement provided, however, that such Carrier may not extend, renew, or otherwise lengthen the term of such arrangement.

3. RESALE LOCAL EXCHANGE SERVICE FOR MFS Intelnet, Inc. IN MSA-1 (Cont'd)

/1/

RATE STRUCTURE: (Cont'd)

C. Other Services (Cont'd)

28. Area C

	Price	
- With initial DID service	\$175.00	(per trunk group, non-recurring charge)
- Subsequent to establishment of DID service	\$175.00	(per trunk group, non-recurring charge)
- 2-way DID Trunk with Call Transfer	\$19.95	(per trunk/per month)

29. All Areas

- Change in Outpulsing, Start Dial or Signal Type	\$28.00	(per trunk group, non-recurring charge)
- Change or Redesign in Signaling or Transmission Interface	\$150.00	(per occurrence, non-recurring charge)

CONVERSIONS

30. All Areas

- Of entire DID trunk group to 2-way DID or entire 2-way DID trunk group to DID	\$300.00	(per occurrence, non-recurring charge)
- Of individual DID trunks to a new 2-way DID trunk group	\$175.00	(per occurrence, non-recurring charge)
- Change in Outpulsing, Start Dial or Signal Type	\$28.50	(per occurrence, non-recurring charge)
- Change or Redesign in Signaling or Transmission Interface	\$150.00	(per occurrence, non-recurring charge)

/1/ Custom Service Arrangements will not be provided to new Carriers on and after May 30, 1997. A Carrier with a Custom Service Arrangement on file in this Section on, or prior to, May 30, 1997, may continue to receive service under such arrangement provided, however, that such Carrier may not extend, renew, or otherwise lengthen the term of such arrangement.

3. RESALE LOCAL EXCHANGE SERVICE FOR MFS Intelnet, Inc. IN MSA-1 (Cont'd)

/1/

RATE STRUCTURE: (Cont'd)

C. Other Services (Cont'd)

	Price	
31. Foreign District Service (mileage charge)		
- per first airline mile, or fraction thereof	\$25.65	(per month)
- per additional airline mile or fraction thereof	\$ 3.33	(per month)

VOLUME COMMITMENT FLEXIBILITY:

- 1) After the Ramp Up Period, and in the event that Carrier's volume commitment is not met in any year as measured in this Section, Carrier's volume commitment shall be subject to either 2 or 3 following at the Carrier's option to be made within thirty (30) days after the end of the first calendar year in which Carrier receives notice from Ameritech that there is a failure to meet the volume commitment. In the event that Carrier fails to respond to the notice within thirty (30) days, Carrier will be deemed to have selected the option under 2 hereof. That option shall then apply throughout the remainder of this Agreement.
- 2) During the next year and each succeeding year the volume commitment is not met, Carrier shall thereafter pay the rate for the services that apply to the lower volume level that carrier has actually achieved in the prior year. The new rates shall not be applied to prior years. For example, if measured at December 31, 1997, Carrier has achieved a volume level, including lines included in this Section of 25,000 lines, Carrier shall, during 1998, pay the rates for services hereunder that apply to a volume commitment of 25,000 lines, without any penalty for 1997; or
- 3) Carrier may elect to Carryover the amount of shortfall from the volume commitment as provided in this Section as follows:
 - a. In any year where the annual line volume is less than or greater than the annual volume commitment, the amount of the shortfall ("Shortfall Amount") or the excess ("Excess Amount") shall be placed into a pool ("Carryover Pool"). For example, if Customer's annual volume commitment is 50,000 lines and its annual line volume for the year is 40,000, the Carryover Pool is increased by 10,000 lines. If, in the following year, Carrier's annual line volume for the year is 60,000, the Carryover Pool is decreased by 10,000 lines.

/1/ Custom Service Arrangements will not be provided to new Carriers on and after May 30, 1997. A Carrier with a Custom Service Arrangement on file in this Section on, or prior to, May 30, 1997, may continue to receive service under such arrangement provided, however, that such Carrier may not extend, renew, or otherwise lengthen the term of such arrangement.

3. RESALE LOCAL EXCHANGE SERVICE FOR MFS Intelnet, Inc. IN MSA-1 (Cont'd)

/1/

VOLUME COMMITMENT FLEXIBILITY: (Cont'd)

- b. The line volume in the Carryover Pool can never exceed 50,000 lines. If, at the end of any year commencing after the Ramp Up Period described in this Section, the lines in the Carryover Pool exceed 50,000, Carrier shall pay Ameritech for the excess lines pursuant to the formula set forth in this Section.
- c. If the number of lines in the Carryover Pool at the end of the Service Term is zero or less, no further action is required. If the number of lines in the Carryover Pool at the end of the Service Term is greater than zero, Carrier shall, at its option, pay Ameritech for each line in the Carryover Pool pursuant to the formula in this Section or shall subscribe to the equivalent number of lines during the immediately following twenty-four (24) month period ("Extension Term"). For example, if the number of lines in the Carryover Pool is 50,000, Carrier would subscribe to a total of 50,000 lines for the Extension Term, e.g., 25,000 per each of the two years of the extension term. The same terms and conditions which apply to the five (5) year Service Term shall apply to any Extension Term.
- d. Carrier shall pay Ameritech for any unsubscribed lines remaining in the Carryover Pool at the end of the Extension Term. Carrier shall pay Ameritech for these lines pursuant to the formula set forth in this Section.

FAILURE TO MEET VOLUME COMMITMENT:

- 1) Carrier has committed to an annual volume of 50,000 business access lines as described in this Section. Each PBX Trunk shall count as a single business access line. For purposes of the annual volume commitment for each year of this Agreement, business lines, shall include the number of Centrex lines in service on December 31, 1995, up to a maximum of 15,000 lines, purchased by Carrier in MSA-1 under 5 CCS Illinois Guidebook, Part 20, Section 5 (grandfathered) or Ameritech Centrex Service, Illinois Guidebook, Part 5, Section 1.
- 2) Ameritech shall measure the annual volume commitment, as defined in this Section based on the number of business access lines in service as of December 31, 1997, and continuing each year thereafter on December 31. If the final period at the end of the Service Term is less than twelve months, the annual volume shall be calculated on a pro rata basis, and the annual volume commitment shall be measured as of the end of the Service Term.

(T)
(T)
(T)

/1/ Custom Service Arrangements will not be provided to new Carriers on and after May 30, 1997. A Carrier with a Custom Service Arrangement on file in this Section on, or prior to, May 30, 1997, may continue to receive service under such arrangement provided, however, that such Carrier may not extend, renew, or otherwise lengthen the term of such arrangement.

3. RESALE LOCAL EXCHANGE SERVICE FOR MFS Intelnet, Inc. IN MSA-1 (Cont'd)

/1/

FAILURE TO MEET VOLUME COMMITMENT: (Cont'd)

- 3) Subject to the provisions of this Section, Carrier shall be liable for its failure to meet the stated annual volumes for the Services. Carrier's Underutilization liability shall be calculated as follows:

$X \times 12 \times Z$, where:

$X = \$14.00$; and

$Z = 50,000$ less the number of Carrier's business lines in service, as calculated in this Section.

- 4) The Period from the date service begins until December 31, 1997, shall be the Ramp Up Period.

OTHER PROVISIONS:

RATE CHANGES

If Ameritech sells the same or similar service under the same or similar terms and conditions, at a lower price to another customer in MSA-1 which has the same or lesser volume or term commitment, then AT&T shall make the lower price available to Carrier on the date that such price was made available to the other customer. (T)

If such lower rate is associated with a greater volume and/or term commitment than that contained herein, then AT&T and Carrier, at Carrier's option, shall negotiate a reasonable transition to such greater volume and/or term commitment. If such lower rate becomes available, AT&T shall notify Carrier within forty-five (45) days. This provision shall apply regardless of whether the Service is offered under tariff or contract. (T)

/1/ Custom Service Arrangements will not be provided to new Carriers on and after May 30, 1997. A Carrier with a Custom Service Arrangement on file in this Section on, or prior to, May 30, 1997, may continue to receive service under such arrangement provided, however, that such Carrier may not extend, renew, or otherwise lengthen the term of such arrangement.

3. RESALE LOCAL EXCHANGE SERVICE FOR MFS Intelnet, Inc. IN MSA-1 (Cont'd)

/1/

OTHER PROVISIONS: (Cont'd)

CHANGED CIRCUMSTANCES

Upon reasonable notice provided by either party, Ameritech and Carrier shall meet to review any unforeseen material changes in the competitive circumstances in the industry, including the competitiveness of the rates herein, and shall negotiate concerning any changes that may be necessary to the rates for any services in this Agreement. In the event that any component of Ameritech's averaged discounted retail rates for the services contained in the Agreement are reduced below the rates in Ameritech's Resale Local Exchange Service Tariff during the term of this Agreement, then at Carrier's option, either (1) Ameritech and Carrier shall re-evaluate and revise the rates as applicable for services in this Agreement or (2) Carrier shall be exempt from any underutilization liability contained in this Section. Any changes agreed upon shall not become effective until any applicable regulatory filing requirements are met.

/1/ Custom Service Arrangements will not be provided to new Carriers on and after May 30, 1997. A Carrier with a Custom Service Arrangement on file in this Section on, or prior to, May 30, 1997, may continue to receive service under such arrangement provided, however, that such Carrier may not extend, renew, or otherwise lengthen the term of such arrangement.

PART 22 - Resale Local Exchange Service
SECTION 4 - Custom Service Arrangements

5th Revised Sheet 28
Cancels 4th Revised Sheet 28

(D)

(D)