

Midwestern Telecommunications, Inc.

ILL. C.C. NO. 1
Original Title Page

REGULATIONS, RATES, AND CHARGES
APPLYING TO THE PROVISION OF ACCESS SERVICE
FOR CONNECTION TO INTRASTATE COMMUNICATIONS FACILITIES
FOR INTRASTATE CUSTOMERS WITHIN THE
OPERATING TERRITORY OF
MIDWESTERN TELECOMMUNICATIONS, INC.
IN THE STATE OF
ILLINOIS
AS PROVIDED HEREIN.

Midwestern Telecommunications, Inc.

ILL. C.C. NO. 1

ISSUED: September 25, 2001

Jerry E. Holt, CEO
4749 Lincoln Mall Drive Suite 600
Matteson, IL 60443

EFFECTIVE: July 1, 1998

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EXPLANATION OF SYMBOLS

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

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of competitive intrastate end-user communications services by Midwestern Telecommunications, Inc., to customers within the State of Illinois.

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DEFINITIONS AND ABBREVIATIONS

Certain terms and abbreviations used generally throughout this tariff are defined below.

Advance Payment: Part or all of a payment required before the start of service.

Automatic Number Identification (ANI): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Centrex Services: A switching system exchange service provided on central office lines. Exchange access is provided for calls to and from the network as well as intercom calling between Centrex lines in the same system.

Company or MTI: Midwestern Telecommunications, Inc., the issuer of this tariff.

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

Exchange Access Service: The furnishing of equipment and facilities including Centrex lines, exchange access lines or trunks, for telephone communication within local service areas in accordance with the provisions of this tariff.

ICB: Individual Case Basis.

Initial Service Period: The minimum length of time for which a customer is obligated to pay for service, facilities, or equipment, whether or not retained by the customer for such minimum period of time. Unless otherwise specified, the minimum period of thirty (90) days following service installation.

IntraLATA or IntraMSA: Telecommunications Services originating and terminating within the same LATA or MSA.

InterLATA or InterMSA: Telecommunications Services originating in one LATA or MSA and terminating in another LATA or MSA.

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DEFINITIONS AND ABBREVIATIONS (cont.)

LATA: A Local Access and Transport Area established pursuant to the Modifications of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Associations, Inc. Tariff FCC No. 4.

LDL Long Distance Telecommunications Service.

Local Exchange Carrier or ("LEC"): Denotes any certificated individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Local Service: Service which provides for exchange telephone communications within the local service area at rates and under regulations as provided in this tariff.

Local Service Area: That area within which a customer, to exchange service, can make a telephone call without the payment of a long distance telecommunications charge. A local service area may be made up of one, or more than one, central office area or exchange area.

Market Service Area or ("MSA"): A geographical area consisting of one or more exchanges, as defined by the Illinois Commerce Commission, for the administration of tariffs, services, and other regulatory obligations.

Non-Recurring Charge or ("NRC"): A one-time charge either in lieu of, or in addition to, recurring monthly charges for service or facilities.

Off-Peak: The hours between 7:00pm Central Standard Time and 7:00am Central Standard Time.

Peak: The hours between 7:00am Central Standard Time and 7:00pm Central Standard Time.

Private Line Service: Communications services, and or facilities, provided for the customer's use which do not utilize the public switched message network, and which are provided between customer designated locations.

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

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DEFINITIONS AND ABBREVIATIONS (cont.)

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

Service Commitment Period: The term elected by the Customer and stated on the Service Order during which MTI will provide the services subscribed to by the Customer.

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

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

Tariff: Any and all of the body of rates, terms, conditions, and charges for MTI facilities and/or services as filed with, and approved by, the Illinois Commerce Commission.

User or End User: A Customer, Joint User, or any other person authorized by the Customer to use service provided under this tariff.

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GENERAL RULES AND REGULATIONS(cont.)

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2.2.1 Undertaking of the Company

The Company undertakes to furnish communications services between specified locations within the State of Illinois under the terms and conditions of this Tariff.

The Company may act as the customer's agent for ordering and billing of Local Access Connection facilities provided by other carriers or entities, to allow connection of a customer's location(s) to the MTI Network. The customer shall be responsible for all charges due to such service arrangement.

MTI services and facilities are provided on a monthly basis, unless ordered on a longer term basis, and are available twenty-four hours a day, seven days a week.

2.2.2 Limitations

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

2.2.2 MTI reserves the right to discontinue furnishing service, upon written notice, or limit the use of service when necessitated by conditions beyond its control; or when the customer is using the service in violation of the provisions of this Tariff, or in violation of the law.

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GENERAL RULES AND REGULATIONS (cont.)

2.2 Limitations (Cont'd)

2.2.3 All facilities provided under this Tariff are directly controlled by MTI and the customer may not assign or transfer the use of service or facilities, except with the express written consent of MTI. Such assignment or transfer shall only apply where there is no interruption of the use or location of the service or facilities. Such assignment or transfer may be made to:

- (A) Another individual, partnership, association or corporation, etc. provided the assignee or transferee assumes all outstanding indebtedness for such service or facilities and any unexpired portion of a minimum service period.
- (B) A court appointed receiver, trustee, or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation, or other similar proceedings, provided the assignee or transferee assumes any unexpired portion of a minimum service period.

Prior written permission of MTI is required in all cases of assignment or transfer. All regulations and conditions contained in this Tariff shall apply to such permitted assignees or transferees, and all conditions of service including, but not limited to, minimum service periods and other liabilities shall apply as if there were no interruption of such service period(s).

2.2.4 The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by either the Company or Customer as of a date not less than thirty (30) days after delivery of said notice to the other. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such Service.

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GENERAL RULES AND REGULATIONS

2.3 Liabilities of MTI

2.3.1 MTI's liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the transmission occurring in the course of furnishing device or facilities, and not caused by negligence of its employees or agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period of service during which mistakes, omissions, interruptions, delays, errors or defects in transmission occur.

MTI's liability and the Customer's sole and exclusive remedy arising out of delays in installation, commencement or restoration of service or out mistakes, accidents, omissions, interruptions, delays, or errors or defects in transmission in the provision of service shall be limited to the right to cancel service without liability to either party. Without limiting the foregoing, MTI shall have no obligation to provide alternative routing.

IN NO EVENT SHALL MTI BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON, FIRM OR ENTITY IN ANY RESPECT, INCLUDING WITHOUT LIMITATIONS, FOR ANY DAMAGES, EITHER DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES OR ANY LIST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF MISTAKES ACCIDENTS ERRORS, OMISSIONS, INTERRUPTIONS, DELAYS, INCLUDING THOSE WHICH MAY BE CAUSED BY REGULATORY OR JUDICIAL AUTHORITIES ARISING OUT OF OR RELATING TO THIS TARIFF OR THE OBLIGATIONS OF MTI PURSUANT TO THE TARIFF. MTI MAKES NO WARRANTY WHETHER EXPRESS, IMPLIED, OR STATUTORY AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF THE SERVICE OR THE LOCAL ACCESS, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY MTI ARE HEREBY EXCLUDED AND DISCLAIMED.

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2.3 Liabilities of MTI (Cont'd)

With respect to the routing of calls by the Company to public safety answering points or municipal Emergency Service providers, the Company's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the call, or (b) the sum of \$1,000.00.

- 2.3.2 MTI shall not be liable for damage arising out the fault of any facilities or equipment furnished by other carriers, or caused by negligence of other than MTI, including negligence on the part of the customer.
- 2.3.3 MTI is not liable for any defacement of or damage to, the premises of a customer resulting from the furnishing of services of the attachment of instruments apparatus, and associated wiring furnished by MTI on such customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of MTI's negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of MTI without written authorization.
- 2.3.4 MTI is not liable for any act or omission of any other company or companies furnishing a portion of the end-to-end service or facilities, whether such other company is directly or indirectly under the control of MTI.
- 2.3.5 MTI shall be indemnified and held harmless by the customer against:
 - A. Claims for liable, slander or infringement of copyright arising out of the material, data, information, or other content transmitted over MTI's facilities.
 - B. Patent infringement claims arising from combining or connecting MTI-furnished facilities with apparatus and systems of the customer or others.
 - C. All other claims arising out of any act or omission of the customer in connection with any service or facility provided by MTI.

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GENERAL RULES AND REGULATIONS

2.3 Liabilities of MTI (Cont'd)

2.3.6 MTI does not guarantee or make any warranty with respect to any equipment used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The customer indemnifies and hold MTI harmless from any and all loss claims, demands suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or persons, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location or use of such equipment so used.

The customer indemnifies and holds MTI harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, condition, location, or use is not the direct result of MTI's negligence.

2.3.7 The customer is responsible for taking all necessary legal steps interconnecting his customer-provided terminal equipment or communications systems with MTI facilities or services. The customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection. The customer shall ensure that his equipment and/or system is properly interfaced with MTI facilities or services, that the signal emitted into MTI network are of the proper mode, bandwidth, power, signal level for the intended use of the customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to the customers.

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2.3 Liabilities of MTI (Cont'd)

If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, MTI will permit such equipment to be connected with its channels without use of protective interface devices. If the customer fails to maintain or operate his equipment and/or system properly, with resulting imminent harm to MTI equipment, personnel, or the quality of service to other customers, MTI may, upon written notice require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, MTI may, upon written notice, terminate the customer's service.

2.4 Establishment and Furnishing of Exchange Access Service

2.4.1 General

Procedures governing the establishment of credit, billing, termination of service, and issuance of telephone directories for local exchange telecommunications service, where not expressly contained herein, will comply with Part 735 of the 83 Illinois Administrative Code.

2.4.2 Application for Service

Application for service may be made orally or in writing. Acceptance of an application establishes a contract between the customer and the Company based on terms and conditions of this Tariff.

2.4.3 Establishment of Credit

- A. Applicants for service must establish and maintain credit. This is accomplished by providing acceptable credit information or making a deposit with the Company.
- B. Applicants for service may, if not deemed credit worthy as defined in this tariff, pre-pay for service in accordance with MTI's pre-pay policy as set forth in this tariff.

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2.4 Establishment and Furnishing of Exchange Access Service (Cont'd)

- C. To maintain satisfactory credit, the bill must be paid regularly by the due date indicated on the bill. Failure to maintain good credit may result in loss of service, retention of the customer's deposit beyond the time it is normally returned, or a demand that credit be reestablished. Re-establishment of credit may require payment of, or an increase in, a cash deposit.

2.4.4 Deposits

- A. If a deposit is required, the amount will be:
 - (1) For an applicant for service - not more than two times (four times for business customers) the estimated average monthly bill for that class and type of service.
 - (2) For an existing customer - not more than two times (four times for business customers) the customer's average bill for the past six months. If the customer has had service for less than six months, the amount will be based on the estimated average bill for all customers using the type of service.
- B. The deposit will be provided in U.S. currency or an instrument acceptable to the Company.
- C. The amount of a deposit may be adjusted whenever the Company determines the customer's use of the service has changed or will change significantly.
- D. When a deposit is requested, not more than one-third will be required as an initial payment. The remainder must be paid during the next two billing periods in equal amounts unless the customer chooses to expedite the payments.

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2.4 Establishment and Furnishing of Exchange Access Service (Cont'd)

- E. Interest is paid on cash deposits at a rate determined by the Illinois Commerce Commission. It is accrued monthly and paid to the customer at the time the deposit is returned. The customer may request annually that the interest be paid.
- F. The Company will return a deposit to the customer's account when all of the following conditions have been met for 12 consecutive months:
 - (1) The customer has paid all past due bills,
 - (2) Service has not been discontinued for nonpayment,
 - (3) The customer has not paid late four or more times,
 - (4) The Company has no reason to believe the customer used a device or scheme to obtain service without payment.
- G. The deposit will also be returned within a reasonable period if:
 - (1) The customer establishes credit by other means, or
 - (2) The service has not been terminated and the bills are paid in full, or
 - (3) An application for service is canceled and any charges are paid in full.

2.4.5 Basis for Refusing or Disconnecting Service

- A. The Company reserves the right to refuse service to an applicant or member of the same household that owes the Company or former certified local exchange carrier for service previously furnished to him at the same or another address, or when the applicant owes for the past due bill of another customer for which he voluntarily assumed responsibility, until arrangements suitable to the Company have been made to pay such charges and/or the Company has received acceptable credit security.

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GENERAL RULES AND REGULATIONS

2.4 Establishment and Furnishing of Exchange Access Service (Cont'd)

- B. The Company may discontinue or refuse service for any of the following reasons:
- (1) Customer failure to make or increase a cash deposit when required.
 - (2) Customer failure to pay a past due bill for service.
 - (3) Customer failure to provide Company representatives with necessary access to Company-owned service or equipment.
 - (4) The Company has reason to believe the customer has used a device or scheme to obtain service without payment and where the Company has so notified the customer prior to disconnection.
 - (5) Violation of or noncompliance with an Illinois Commerce Commission order.
 - (6) Violation of or noncompliance with any rules and regulation of the Company.
 - (7) Violation of or noncompliance with municipal ordinances and/or other laws pertaining to telephone service.
 - (8) Abuse of Company services, including making calls which might reasonably be expected to frighten, abuse, torment, or harass another.
 - (9) Customer use of equipment which adversely affects the Company's service to others or endangers public health or safety.
- C. Except when service to others and public health and safety are endangered, service will be disconnected by the Company only after it has notified a customer in writing of its intention. The service will not be disconnected until at least five calendar days after delivery of the notice (eight days from the postmark date if mailed).

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GENERAL RULES AND REGULATIONS

2.4 Establishment and Furnishing of Exchange Access Service (Cont'd)

2.4.6 Customer Billing (Credit Customers)

- A. Services which are charged for at a monthly rate are billed in advance for one month's service. Usage rate elements are billed in arrears.
- B. Bills are due on the due date shown on the bill. A late payment charge of 1.5% per month shall apply to amounts shown on a monthly bill which remain unpaid after the due date. The late payment charge will be waived for residential customers once in each calendar year.
- C. When payment for service is made by check, a charge of \$25.00 will be applied to the Customer's bill for each occasion that a check is returned by a bank for the reason of insufficient funds.

2.4.7 Customer Billing (Pre-Pay Customers)

- A. All services provided customers are billed in advance.
- B. Bills are due on the due date shown on the bill.
- C. Accounts not paid in full by the due date will be disconnected under the guidelines of 83 Illinois Administrative Code, Part 735.
- D. When payment for service is made by check, a charge of \$25.00 will be applied to the Customer's bill for each occasion that a check is returned by a bank for the reason of insufficient funds.

2.4.8 Restoral Of Service

- A. If any customer's service is restored after having been disconnected but a Company service order to terminate such service has not been completed when such a service is restored, the customer will be required to pay a restoral service charge of \$17.75 per occasion. This service charge shall be waived once per calendar year for each customer.

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2.4 Establishment and Furnishing of Exchange Access Service (Cont'd)

- B. When a customer's service has been disconnected and the service has been terminated through the completion of a Company service order, service will be reestablished only upon the basis of an application for new service.
- C. Customers who have service disconnected for non-payment, are not eligible for pre-pay unless arrangements have been made for satisfaction of the previous bill.

2.4.9 Interruption of Service

- A. In the event that customer's basic service is interrupted and remains out of service for more than twelve hours after being reported to or found to be out of service by the Company, appropriate adjustments will be made to the customer's account upon request with a minimum credit for Twenty-four hours.
- B. The adjustment will be the pro rata part of the month's charge for local exchange service for the period of days service was inoperative and will be accomplished by a credit on a subsequent bill for service.
- C. The provision will not apply when the service interruption is caused by the negligence or willful act of the customer, customer provided facilities, or electric power failure.

2.4.10 Termination of Service

- A. Service may be terminated prior to the expiration of the minimum contract period upon notice being given to the Company ten days in advance and upon payment of any termination charges in addition to all charges due for service which has been furnished.
- B. Service may be terminated after the expiration of the minimum contract period, upon the Company being notified ten days in advance, and upon payment of all charges due to the date of termination of the service.

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GENERAL RULES AND REGULATIONS

2.5 Obligations of the Customer

- 2.5.1 The customer is obligated to place orders for origination, termination, and/or changes to MTI service or facilities; pay all charges for services or facilities

rendered by MTI; and to comply with all MTI's regulations governing the provision of service or facilities. The customer is also responsible for assuring that its authorized users comply with regulations of MTI, as specified in this Tariff.

2.5.2 When placing an order for service or facilities, the customer must provide:

- A. Name(s) and address(s), of the person(s) liable for the payment of service charges. In the case of a corporation or partnership, a designated individual shall be named responsible for such bill responsibility.
- B. Name(s) address(s) and telephone number of person(s) to whom notices shall be addressed by MTI.
- C. Location(s) at which facilities and services are to be provided.

2.5.3 The customer shall reimburse MTI for the replacement or repairs of MTI's equipment when the damage results from:

- A. Negligence or willful act of the customer's employees, agents, or contractors, or authorized users.
- B. Loss through theft, fire, flood, cable cut, or other catastrophes to MTI-provided equipment or facilities located on the customer's premises.

After receipt of payment for the damages, MTI will cooperate with the customer in prosecuting a claim against any third party whom the customer identified as causing, or responsible for, the damage or loss.

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GENERAL RULES AND REGULATIONS

2.5 Obligations of the Customer (Cont'd)

2.5.4 When facilities, equipment and/or communications systems provided by others are connected to MTI's services or facilities, the customer assumes additional liabilities as specified by the provider of such facilities, equipment and services. Such liability may include payment of charges, minimum service periods, and termination liabilities. When service, equipment or facilities are provided by third parties MTI may, upon written customer request, act as the customer's agent, but all payments and charges shall continue as the direct responsibility of the customer.

2.6 Charges and Payments for Services or Facilities

2.6.1 General

- A. Charges for service and facilities may be applied on a recurring and/or non-recurring basis.
- B. The minimum service period will be not less than one month (90days), unless otherwise specified in this Tariff.
- C. Unless otherwise specified herein with respect to any service, service will continue to be provided until canceled by the customer, in writing, on not less than thirty (30) days notice.

2.6.2 Payment

Payment will be due within ten(10) days after the billing statement is issued by MTI and mailed to the customer. Any payment received later than thirty (30) days after Bill Date will be subject to an interest charge on delinquent amount at the prevailing rate as determined by the Illinois Commerce Commission.

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GENERAL RULES AND REGULATIONS

2.6 Charges and Payments for Services or Facilities (Cont'd)

- A. The customer is responsible for payment of all charges for services or facilities furnished by MTI. The Company may require a customer to sign an application form and to establish credit worthiness as a condition precedent to the initial establishment of service. The application shall state the date on which service shall begin and the points between which service is to be provided, the type of facilities required, and any special arrangement related thereto. MTI, in order to safeguard its interests, reserves the right to require a deposit prior to provision of service or facilities, not to exceed two months estimated recurring monthly rates. Deposits may be returned after one (1) year of satisfactory credit history and bill (6) months shall bear interest at the rate of 6% per annum.
- B. Statements will reflect the charges for service or facilities that are in effect during the period the service is furnished. If any charges for a period covered by a bill change after the bill has been rendered, the next bill will be adjusted to reflect the new changes, including appropriate credit or debit amount for such periods.
- C. The term and conditions for billing, payment and collection, including without limitation, any late payment charge, specified in the Local Exchange Company's local exchange service tariff shall apply to charges of the Company when the Local Exchange Company serves as the willing agent for the Company or buys the Company's accounts receivable.

2.6.3 Billing Period

Billing will start the day of acceptance by the customer of MTI service, facilities, or equipment. Service will end on the last day indicated by customer through notification in accordance with Section 2.4.1© preceding.

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GENERAL RULES AND REGULATIONS

2.6 Charges and Payments for Services or Facilities (Cont'd)

2.6.4 Description of Charges

- A. Recurring Monthly Charges - For billing purposes, each month is considered to have thirty days. If the billing start date and end date do not coincide with billing periods or months, the bill charges will be reflect the fractional part of the month involved.
- B. Non-Recurring Charges - Applies to a work activity done on a one-time-only basis, such as the installation of facilities: and is applied to each activity performed.
- C. Fractional Charges - Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished, or has been discontinued. The number of days remaining in the billing period are counted starting with the day the service was furnished or discontinued. Divide that figure by thirty days. The resultant fraction is the multiplied by the monthly charge to arrive at the fractional monthly charge.
- D. Tax Adjustments - All stated charges in this tariff are computed by the Company exclusive of any federal, state or local use, excise, gross receipts, sales or privilege taxes, duties, fees, or similar liabilities. Such taxes, fees, etc. shall be paid by the Customer in Addition to the charges stated in this Tariff. All such taxes, duties, and fees shall each be shown as a separate line item on the Customer's monthly invoice.

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2.6 Charges and Payments for Services or Facilities (Cont'd)

2.6.5 Advance Payments

Customers for whom MTI deems advance payments necessary shall make such advance payment for installation, non-recurring and/or two months service, charged in advance of the furnishing of service or facilities by MTI. Such payments shall be in addition to deposit amounts as specified in 2.4.2A preceding. Such advance payments may be refunded to the customer if the request for service is canceled prior to actual installation of service or facilities subject to 2.7 following (Cancellation of Service). MTI reserves the right to bill monthly recurring charges on an advance basis as necessary to protect its interest.

2.6.6 Vacant

2.6.7 Cancellation Credit

Credit and/or refunds will be issued for any deposits or amounts billed in advance in the event that MTI should cancel a service, facilities, or provision of equipment; or should the final service period be less than the monthly billing period, when such service or facilities have been billed in advance. All credits shall be netted against outstanding statements less deposits, when determining the final amount due from, or to be credited to, a customer.

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2.7 Cancellation of Service

2.7.1 Cancellation by MTI

Where the provisions of the Tariff are not complied with by the Customer, including payments not made by the customer on dates or at times herein specified; and after written notice from MTI requesting correction of such non-compliance, MTI may immediately discontinue service without incurring any liability. All applicable charges will then come due immediately. Including any applicable minimum service periods charges.

If repeated non-compliance by customers occurs, MTI retains the option of denying application by the customer for new or additional services or facilities until such prior action(s) are corrected.

2.7.2 Cancellation by Customer

If a customer orders service special facilities dedicated to the customer's use and then cancels the order before the service begins, before completion of the minimum period, or before completion of some other period mutually agreed upon between the customer and MTI, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by MTI. If, based on such an order, any special construction has either begun or been completed, but no such service provided, the non-recoverable cost of such construction shall be borne by the customer.

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2.8 Specialized Service or Arrangement

Specialized Service or Arrangements may be provided by MTI, at the request of a Customer, on an individual-case basis if such service or arrangements meet the following criteria:

- The requested service or arrangements are not offered under other sections of this Tariff.
- The facilities utilized to provide the requested service or arrangements are of a type normally used by MTI in furnished its other services.
- The requested service or arrangements are compatible with other MTI services, facilities and its engineering and maintenance practices.
- This offering is subject to the availability of the necessary MTI personnel and capital resources.

2.9 Non-Routine Installation and/or Maintenance Charges

When at the specific request of the customer, installation and/or routine maintenance is performed outside of regular MTI business hours, a special charge may apply.

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2.10 Municipal Franchise Payments

Whenever MTI incurs an obligation (or an increase thereof) under a franchise ordinance to pay a municipality an amount measured by the revenue from providing

communications services, the Company may charge its customers within the corporate limits of that municipality, in addition to all other lawful rates and charges:

- An amount equal to the franchise payment, and
- An amount equal to the increase, if any, in taxes and other payments to government bodies resulting from the collections hereunder, by the addition of a uniform percentage to amounts billed for intrastate services within the municipality.

These provisions will be automatically applied upon the effective date of the municipal franchise ordinance to which they pertain.

2.11 Supplemental Schedule for Illinois Public Utilities Tax

Pursuant to Section 9-222 of "The Public Utilities Act. " as amended the Company will charge its customers in addition to all other lawful rates and charges, 0.1% of the amounts payable for intrastate service.

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APPLICATION OF RATES

3.1 General

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

3.2 Charges Based on Duration of Use

When charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A. Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- B. Timing on a completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C. Timing terminates on calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D. Calls originating in one time period and terminating in another will be billed proportion to the rates in effect during different segments of the call.
- E. All times refer to local time.

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APPLICATION OF RATES

3.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

- A. Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate

center is a set of geographic coordinates, as references in the Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven digit telephone number.

B. The airline distance between any two rate centers is determined as follows:

(1) Obtain the "V" (vertical) and "H" (horizontal coordinates for each rate center from the above-referenced Bellcore document.

(2) Compute the difference between the "V" coordinates of the two rate centers: and the difference between the two :H: coordinates.

(3) Square each difference obtained in step (2) above.

(4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.

(5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

(6) Obtain the square root of the whole number result obtained above. Round to the net higher whole number if any fraction is obtained. This is the airline mileage.

(7) Formula =
$$\frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

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3.4 Rate Periods

Unless otherwise specified, Day rates shall apply 8:00 AM to 5:00 PM Monday through Friday. Evening rates shall apply 5:00 PM to 11:00 PM Monday through Friday and Sunday. Night/Evening rates shall apply all other times.

3.5 Holidays

For the following holidays, the Evening rate will apply unless a lower rate would normally apply:

New Year's Day
Martin Luther King's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

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EXCHANGE ACCESS SERVICE

4.1 General

Exchange Access Service provides a Customer with a telephonic connection and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- A. receive calls from other stations on the public switched telecommunications network;
- B. access other services offered by the Company as set forth in this Tariff;
- C. access certain interstate and international calling services provided by the Company;
- D. access (at no additional charge) the Company's operators and business office for service related assistance;
- E. access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- F. access services provided by other common carriers which purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or which maintain other types of traffic exchange arrangements with the Company.

Each Exchange Access Service is available on a "Full" service basis whereby service is delivered to a demarcation/connection block at the customer's Premises.

The following Exchange Access Services are offered:

- Basic Line Service
- Basic Trunk Service
- Centrex Service
- Business Access Only Service
- Enhanced Business Line Service