

Clear Rate Communications, Inc.

ILL. C.C. NO. 1  
ORIGINAL PAGE NO. 1

**TARIFF SCHEDULE APPLICABLE TO INTRASTATE TELECOMMUNICATIONS  
SERVICES OFFERED BY CLEAR RATE COMMUNICATIONS, INC.**

Issued: , 2006

Effective: , 2006

By: [INSERT NAME], Clear Rate Communications, Inc.  
[INSERT ADDRESS, TELEPHONE NUMBER]

### **TARIFF FORMAT**

**Sheet Numbering.** Sheet numbers appear in the upper right hand corner of the sheets. Sheets are numbered sequentially. From time to time new sheets may be added to the tariff. When a new sheet is added between existing sheets, a decimal is added to the preceding sheet number. For example, a new sheet added between sheets 5 and 6 would be numbered 5.1.

**Sheet Revision Numbers.** Revision numbers also appear in the upper right corner of sheets. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th Revised Sheet No. 14 cancels the 3rd Revised Sheet No. 14.

**Paragraph Numbering Sequence.** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level, as shown by the following example:

2  
2.1  
2.1.1  
2.1.1.A  
2.1.1.A.1  
2.1.1.A.1.(a)  
2.1.1.A.1.(a).I  
2.1.1.A.1.(a).I.(i)  
2.1.1.A.1.(a).I.(i).(1)

**Check Sheets.** When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current one on file with the Commission.

Explanation of Symbols. When changes are made in any tariff sheet, a revised sheet will be issued replacing the tariff sheet affected. Changes will be identified on the revised sheet through the use of the following symbols:

- (C) - Identifies a changed regulation.
- (D) - Identifies a discontinued rate or regulation.
- (I) - Identifies an increase in rate.
- (N) - Identifies a new rate or regulation.
- (R) - Identifies a reduction in rate.
- (T) - Identifies a change in text only.

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CHECK SHEET

Pages 1 - 55 inclusive of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

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By: [INSERT NAME], Clear Rate Communications, Inc.  
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CHECK SHEET (CONT'D)

Issued: , 2006

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By: [INSERT NAME], Clear Rate Communications, Inc.  
[INSERT ADDRESS, TELEPHONE NUMBER]

CHECK SHEET (CONT'D)

Issued: , 2006

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By: [INSERT NAME], Clear Rate Communications, Inc.  
[INSERT ADDRESS, TELEPHONE NUMBER]

0.0

This tariff contains the rates and regulations applicable to intrastate local and interexchange services provided by Clear Rate Communications, Inc. between and among points within Illinois. Pursuant to Article 13, Section 502 of the Illinois Public Utilities Act, all services furnished by the Company under this tariff are classified as competitive

0.2 Scope

Clear Rate Communications, Inc.'s services are provided subject to the availability of facilities and subject to the terms and conditions of this tariff. All services within the jurisdiction of the Commission provided by Clear Rate Communications, Inc. are governed by this tariff.

0.3 Interconnection with Other Carriers

Service provided by Clear Rate Communications, Inc. may be connected with services or facilities of other carriers or may be provided over facilities provided by carriers other than Clear Rate Communications, Inc. However, service provided by Clear Rate Communications, Inc. is not a part of a joint undertaking with any other carrier providing telecommunications channels, facilities, or services.

1.0 Explanation of Terms and Abbreviations

1.1 Definitions of Terms

Calls

Telephone messages completed by Members.

Central Office

A unit local exchange telephone company's system that provides service to the general public and has the necessary equipment and operating arrangements for terminating and interconnecting Member lines and trunks or trunks only. More than one (1) central office may occupy a building.

Charges

Monthly recurring and nonrecurring amounts billed to Members for services.

Commission

The Illinois Commerce Commission

Customer:

Any person, firm, association, corporation, agency of the federal, state or local government, or legal entity responsible by law for payment of rates and charges and for compliance with the regulations of Clear Rate Communications, Inc.

Customer Contract

A written agreement between the Customer and Clear Rate Communications, Inc. containing or referring to the rates and regulations applicable to the service being provided.

Customer Premises Equipment

All terminal equipment normally used on the Customer's premises. This equipment may be Customer-owned, or may be owned by Clear Rate Communications, Inc. or another supplier and leased to the Customer.

Delinquent or Delinquency

An account for which an uncontested bill or payment agreement for services has not been paid in full on or before the last day for timely payment. This term may also apply to a contested bill for which the Commission finds the Customer's complaint to be without merit.

Depositor

The Customer from whom a deposit is received.

Disconnect or Disconnection

The disabling of circuitry to prevent outgoing and/or incoming calls.

Due Date

The last day for payment of a bill without unpaid amounts being considered delinquent or subject to additional collection efforts. The due date may be designated by "due by," "pay by," "if paid by," or other such language on the Customer's bill.

Exchange

A unit established for the administration of local communication services.

1.0 Explanation of Terms and Abbreviations (cont'd)1.1 Definitions of Terms (cont'd)Exchange Service

A local communications service furnished by means of local exchange plant and facilities.

Individual Case Basis

The application of a rate, charge, or condition of the tariff as determined by individual circumstances.

Inside Station Wiring or Inside Wiring

Wiring on the premises beyond the demarcation point.

IntraMSA Service

The completion of calls between points within the boundaries of a Measured Services Area.

Interexchange Service

The provision of intrastate telecommunications services and facilities between local exchanges, excluding EAS.

InterMSA Service

The completion of calls between Measured Services Areas.

Local Access Transportation Area or LATA

A geographic area within which Bell Operating Companies are permitted to offer interexchange service. These areas were established as a result of the break-up of the former Bell System.

Local Exchange Utility or Local Utility

A telephone utility that provides local service under a tariff filed with the Commission. The utility may also provide other services and facilities.

Local Service

Telephone service furnished between points located within an area.

Message

A telephone call made by a Customer.

Month

For billing purposes, a month is considered to have thirty (30) days.

Rates

The usage amounts billed to customers for regulated services and/or equipment.

Suspend or Suspension

To disconnect or impair a service temporarily in order to disable either outgoing or incoming calls or both.

1.0 Explanation of Terms and Abbreviations (cont'd)

1.1 Definitions of Terms (cont'd)

Timely Payment

A payment of the Customer's account made on or before the due date shown on a current bill for rates and charges or by an agreement between the Customer and Clear Rate Communications, Inc. for a series of partial payments to settle a delinquent account.

10XXX Access

A dialing method that enables a Customer to reach the long distance carrier of the Customer's choice even if the Customer is not a regular customer of that long distance carrier. For example, to reach AT&T Communications of the Midwest, Inc., the Customer dials "10288."

1.2 Explanation of Acronyms and Trade Names

BOC = Bell Operating Company

DA = Directory Assistance

LATA = Local Access Transport Area

NPA = Numbering Plan Area, more commonly known as Area Code

FCC = Federal Communications Commission

SNI = Standard Network Interface

## 2.0 General Rules and Regulations

### 2.1 Undertaking of Clear Rate Communications, Inc.

#### 2.1.1 General

Pursuant to this tariff, Clear Rate Communications, Inc. undertakes to provide within all service areas in Illinois the local intrastate interexchange services described in Section 3.0.

#### 2.1.2 Limitations

(A) Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this tariff in compliance with limitations set forth in the Commission's rules.

(B) Clear Rate Communications, Inc. reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this tariff, signed contract, or the law, with notice as required by the rules of the Commission.

(C) Clear Rate Communications, Inc. does not undertake to transmit messages, but offers the use of its facilities, when available, for that purpose.

### 2.2 Use

#### 2.2.1 Lawful Purpose

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of the service.

#### 2.2.2 Use of Service for Unlawful and/or Fraudulent Purposes

Clear Rate Communications, Inc.'s services are provided subject to the condition that they will not be used for any unlawful and/or fraudulent purpose. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises Clear Rate Communications, Inc. that such services are being used or are likely to be used in violation of the law and/or in a fraudulent manner. If Clear Rate Communications, Inc. receives other evidence giving reasonable cause to believe that such services are being used

## 2.0 General Rules and Regulations (cont'd)

### 2.2 Use (cont'd)

#### 2.2.2 Use of Service for Unlawful and/or Fraudulent Purposes (cont'd)

or are likely to be used for unlawful and/or fraudulent purposes, it may either discontinue or deny the services and/or refer the matter to the appropriate law enforcement agency in accordance with law and/or Commission rules.

#### 2.2.3 Unauthorized Use

Any individual who uses or receives Clear Rate Communications, Inc.'s services other than under the provisions of an accepted application for service and a current Customer relationship shall be liable for the appropriate rates and charges for the service received and for Clear Rate Communications, Inc.'s costs of investigation and collection.

#### 2.2.4 Recording Devices

Clear Rate Communications, Inc.'s services are not designed for the use of recording devices, and customers who use such devices to record two-way telephone conversations do so at their own risk.

#### 2.2.5 Use of Service Mark

No Customer shall use any service mark or trademark of Clear Rate Communications, Inc. or refer to Clear Rate Communications, Inc. in connection with any product, equipment promotion, or publication of the Customer without the prior written consent of Clear Rate Communications, Inc.

### 2.3 Liability

Clear Rate Communications, Inc. shall not be liable for any claim or loss, expense or damage, for any failure of performance due to failure or malfunction of Customer-supplied equipment, acts or omissions of other companies when their facilities are used in connection with the Company's facilities to provide service, acts of God, storms, fires, floods or other catastrophes, power failure, natural emergencies, strikes, lockouts, work stoppages, failure, breach or delay by supplier, cable out, insurrections, riots or wars, or any law, order, regulation, or other action of any governmental authority or agency thereof.

Clear Rate Communications, Inc. shall not be liable for, and shall be fully indemnified and held harmless by, Customer against any claim or loss, expense or damage, for defamation, libel,

2.0 General Rules and Regulations (cont'd)2.3 Liability (cont'd)

slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name, service mark, or proprietary or creative right, or any other injury to any person, property, or entity arising out of the material, data, or information transmitted.

Clear Rate Communications, Inc. shall not be liable for failure to provide service.

No agent or employee of any other carrier shall be deemed to be an agent or employee of Clear Rate Communications, Inc.

Clear Rate Communications, Inc.'s liability due to any failure of a voice or data transmission shall not exceed an amount equal to the charges provided for by the applicable tariff and applicable price list, catalogue, and/or contract (for all other services) for the call.

Clear Rate Communications, Inc. shall not be liable for damages arising out of the use of Clear Rate Communications, Inc.'s services for the transmission of anything other than voice grade service.

Clear Rate Communications, Inc. shall not be liable to Customers or others for any incidental, indirect, special or consequential damages of any kind, including loss of use, loss of business, or loss of profit.

The agreement between Clear Rate Communications, Inc. and the Customer is exclusive, there are no third-party beneficiaries.

Clear Rate Communications, Inc.'s liability for any errors or omissions in any directory listing is limited to the charges made for the listing itself. Clear Rate Communications, Inc. shall not be liable to Customers or others for any incidental, indirect, special or consequential damages of any kind, including loss of use, loss of business, or loss of profit, arising from errors or omissions in directory listings.

Notwithstanding anything to the contrary in this section, if Clear Rate Communications, Inc.'s service is interrupted and remains out of service for more than twenty-four (24) hours after the earlier of being reported to Clear Rate Communications, Inc. or being found by Clear Rate Communications, Inc. to be out of order, and if the interruption is not caused by the Customer, a malfunction of Customer-owned equipment, Clear Rate Communications, Inc.'s inability to gain access to the Customer's premises; and if the interruption does not result from Clear Rate Communications, Inc.'s right to refuse service to the Customer as provided in 83 Ill. Adm. Code 735, or other causes beyond Clear Rate Communications, Inc.'s control as described in the first paragraph of this section, Clear Rate Communications, Inc. will issue a credit for all interrupted basic local exchange services as set forth below.

2.0 General Rules and Regulations (cont'd)

2.3 Liability (cont'd)

<u>Length of Interruption</u>	<u>% of Monthly Recurring Charge Credit For Basic Local Exchange Services</u>
> 24 but ≤ 48 hours	pro-rata portion for time out of service
> 48 but ≤ 72 hours	33%
> 72 but ≤ 96 hours	67%
> 96 but ≤ 120 hours	100%

For interruptions that last greater than 120 hours, Clear Rate Communications, Inc. will provide either an alternative phone service to the Customer or a credit of \$20 per day, at the customer’s option.

The credit for services applies to the following non-usage sensitive services:

- Monthly Basic Local Service
- Federal and State Subscriber Line Charges (SLC) (where applicable)
- Flat Rated Extended Area Service (where applicable)
- Custom Calling Features
- CLASS Features

For calculating credit allowances, every month is considered to have 30 days. Only those facilities on the interrupted portion of the circuit will receive a credit.

The customer shall be notified that he/she may choose alternative phone service or an additional credit of \$20 per day when the service disruption continues beyond the initial 120-hour period, so the customer can exercise his/her option. In the absence of an election by the customer, the customer shall receive \$20 per day.

2.3.1 New Service Installation Credits

As provided for in 83 Ill.Adm.Code 732.20(a), Clear Rate Communications, Inc. will install basic local exchange service within five (5) business days after the Customer orders service (hereinafter referred to as the “standard installation interval”). The standard installation interval begins when Clear Rate Communications, Inc. has received verification of the new service order as defined in 220 ILCS 5/13-902(c). If Clear Rate Communications, Inc. fails to install basic local service within the standard installation interval, then Clear Rate Communications, Inc. will waive 50% of any installation charges. If the installation is pursuant to the Link Up program, Clear Rate Communications, Inc. shall provide a credit of \$25. If Clear Rate Communications, Inc. fails to install service within 10 business days after the service application is placed, Clear Rate Communications, Inc. shall waive 100% of the installation charge, or if the installation is pursuant to the Link Up program, the Clear Rate Communications, Inc. shall provide a credit for \$50. For each day that the failure to install service continues beyond the initial ten (10) business days, or beyond five (5) business days after the customer's requested installation date, which

2.0 General Rules and Regulations (cont'd)

2.3 Liability (cont'd)

2.3.1 New Service Installation Credits (cont'd)

ever is greater, Clear Rate Communications, Inc. will either provide alternative telephone service or an additional credit of \$20 per day, at the Customer's option until service is installed.

If installation of service is requested on or by a date more than 5 business days in the future, Clear Rate Communications, Inc. shall install service by the date requested.

The customer shall be notified that he/she may choose alternative phone service or an additional credit of \$20 per day when installation continues beyond the initial 10 business days, or beyond 5 business days after the customers requested installation date, if the requested date was more than 5 business days after the date of the order, so the customer may exercise his/her option. In the absence of an election by the customer, the customer shall receive \$20 per day.

This subsection does not apply to the migration of a customer between telecommunications carriers, so long as the customer maintains dial tone. To the extent the Clear Rate Communications, Inc. offers basic local exchange service that utilizes the network or any network elements of another telecommunications carrier, Clear Rate Communications, Inc. will install service not later than 5 days from receipt of verification of the order or within 3 business days the carrier whose network or network elements are being used, provisions the line(s), whichever is later.

## 2.0 General Rules and Regulations (cont'd)

### 2.3 Liability (cont'd)

#### 2.3.2 Alternative Telephone Service

Alternative phone service is defined as, except where technology impracticable, a wireless telephone capable of making local calls, and may also include, but is not limited to, call forwarding, voice mail, or paging services.

When alternative phone service is appropriate, the customer may select one of the alternative phone services offered by Clear Rate Communications, Inc. The alternative phone service shall be provided at no cost to the customer for the provision of local service.

Clear Rate Communications, Inc. offers either a wireless telephone capable of making local calls, call forwarding, voice mail, or paging services as alternative phone services.

Should the Customer elect to use an alternative service, the customer must pay the tariffed rates and charges for the service equivalent provided for a service outage of less than one hundred twenty (120) hours. If the service outage is greater than one hundred twenty (120) hours, then Clear Rate Communications, Inc. will credit or reimburse the customer for their use of alternative telephone service until service is restored.

#### 2.3.3 Failure to Keep Scheduled Appointment

If Clear Rate Communications, Inc. needs access to the Customer premise an appointment will be made with the customer. If Clear Rate Communications, Inc. fails to show up for the appointment, a credit of \$50 will be applied to the customer's telephone bill.

- (a) Appointment times will be listed in four hour increments and the service technician will show up between the times agreed upon with the Customer.
- (b) The credit does not apply if:
  - i. The Customer is not available during the hours of the appointment.
  - ii. Clear Rate Communications, Inc. provides twenty-four (24) hour notice of its inability to keep the appointment. The twenty-four (24) hour period is from the end-point of the appointment commitment. If Clear Rate Communications, Inc. notifies the customer of an appointment change within that twenty-four (24) hour period, it does so without penalty. Clear Rate Communications, Inc. will not make an appointment "window" of greater than a four hour period.

2.0 General Rules and Regulations (cont'd)2.3 Liability (cont'd)2.3.4 Limitations on Credit Allowances

Credits do not apply if the violations of a service quality standard:

- (a) occurs as a result of a negligent or willful act on the part of the customer;
- (b) occurs as a result of a malfunction of the customer-owned telephone equipment or inside wiring;
- (c) occurs as a result of, or is extended by, an emergency situation;

An emergency situation is defined as:

- a declaration made by the applicable State or federal governmental agency that the area served by Clear Rate Communications, Inc. is either a State or federal disaster area; or
- an act of third parties, including acts of terrorism, vandalism, riot, civil unrest, or war, or acts of parties that are not agents, employees or contractors of Clear Rate Communications, Inc., or the first 7 calendar days of a strike or other work stoppage; or
- a severe storm, tornado, earthquake, flood or fire, including any severe storm, tornado, earthquake, flood or fire that prevents Clear Rate Communications, Inc. from restoring service due to impassable roads, downed power lines, or the closing off of affected areas by public safety officials.

An emergency situation shall not include:

- a single event caused by high temperature conditions alone; or
  - a single event caused, or exacerbated in scope and duration, by acts or omissions of Clear Rate Communications, Inc., its agents, employees, or contractors or by conditions of facilities, equipment, or premises owned or operated by Clear Rate Communications, Inc.; or
  - any service interruption that occurs during a single event listed above, but are not caused by those single events; or
  - a single event that Clear Rate Communications, Inc. could have reasonably foreseen and taken precaution to prevent; provided, however, that in no event shall Clear Rate Communications, Inc. be required to undertake precautions that are technically infeasible or economically prohibitive.
- (d) is extended by Clear Rate Communications, Inc.'s ability to gain access to the customer's premises due to the customer missing an appointment, provided that the violation is not further extended by Clear Rate Communications, Inc.;

2.0 General Rules and Regulations (cont'd)

2.3 Liability (cont'd)

2.3.4 Limitations on Credit Allowances (cont'd)

- (e) occurs as a result of a customer request to change the scheduled appointment, provided that the violation is not further extended by Clear Rate Communications, Inc.;
- (f) occurs as a result of Clear Rate Communications, Inc.'s right to refuse service to a customer as provided in 83 Ill. Adm. Code 735; or
- (g) occurs as a result of a lack of facilities where a customer requests service at a geographically remote location, a customer requests service in a geographic area where Clear Rate Communications, Inc. is not currently offering service, or there are insufficient facilities to meet the customer's request for service, subject to Clear Rate Communications, Inc.'s obligation for reasonable facilities planning.

## 2.0 General Rules and Regulations (cont'd)

### 2.4 Equipment

#### 2.4.1 Inspection, Testing, and Adjustment

Clear Rate Communications, Inc. may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this tariff are being complied with in the installation, operation, or maintenance of the Customer's equipment. Clear Rate Communications, Inc. may interrupt the service at any time, without penalty to itself, unless interruption exceeds twenty-four (24) hours.

#### 2.4.2 Interference and Hazard

The operating characteristics of Customer premises equipment or communications systems connected to Clear Rate Communications, Inc.'s services must not interfere with, or impair, any of the services offered by Clear Rate Communications, Inc. Additionally, connected Customer premises equipment must not endanger the safety of Clear Rate Communications, Inc. employees or the public, damage or interfere with the proper functioning of Clear Rate Communications, Inc.'s equipment, or otherwise injure the public in its use of Clear Rate Communications, Inc.'s services.

#### 2.4.3 Maintenance and Repair

##### 2.4.3.A Customer Liability

The Customer shall be responsible for damages to Clear Rate Communications, Inc.'s facilities used in the provision of regulated services caused by the negligence or willful act of the Customer or those using Clear Rate Communications, Inc.'s service through the Customer. The Customer may not physically modify or intrude upon, rearrange, disconnect, remove, or attempt to repair any of Clear Rate Communications, Inc.'s facilities except upon written consent of Clear Rate Communications, Inc.

##### 2.4.3.B Leased or Owned Facilities

The Customer's obligation to Clear Rate Communications, Inc. is the same whether the facilities involved are Clear Rate Communications, Inc.'s facilities or are facilities leased by Clear Rate Communications, Inc. from another party. If Clear Rate Communications, Inc. incurs expenses due to the Customer's actions that result in damage or impairment of Clear Rate Communications, Inc.'s owned or leased facilities, Clear Rate Communications, Inc. will pass on to the Customer any and all

2.0 General Rules and Regulations (cont'd)2.4 Equipment (cont'd)2.4.3 Maintenance and Repair (cont'd)2.4.3.B Leased or Owned Facilities (cont'd)

expenses to repair Clear Rate Communications, Inc.'s facilities or that the owner imposes on Clear Rate Communications, Inc. for leased facilities.

2.5 Contract for Service

Service is installed upon contractual agreement between a Customer and Clear Rate Communications, Inc. The contractual agreement specifies the terms and conditions of service not covered by this tariff. The contract does not alter the obligations of Clear Rate Communications, Inc. to Customers as described in this tariff.

The term of the services shall commence and will remain in effect from the service activation date specified in the contract for the term of the contract. Should Clear Rate Communications, Inc. continue to provide service after the initial term without further agreement, the service shall continue under the terms of the then applicable tariff on a month-to-month basis. Contracts which are not either renewed or terminated at expiration will continue on a month-to-month basis.

2.0 General Rules and Regulations (cont'd)

2.6 Application for Service

2.6.1 Information Required

When applying for service, each prospective Customer will be required to furnish Clear Rate Communications, Inc. with the following information:

- (A) The name of the party who will be responsible for payment for the service provided.
- (B) The address or addresses or exact location of the premises where service is to be provided and billed.
- (C) Any information required to make a proper determination of appropriate creditworthiness.

## 2.0 General Rules and Regulations (cont'd)

### 2.6 Application for Service (cont'd)

#### 2.6.2 Initiation of Service

Service shall be deemed to be initiated upon the service activation date specified in the Customer contract.

### 2.7 Deposits

#### 2.7.1 Deposit Requirements

Clear Rate Communications, Inc. may require from any Customer or prospective Customer a deposit to be held as a guarantee for the payment of charges. Any applicant who is either not a previous Customer having an established prompt payment record or whose credit record is not satisfactory may be required to pay a deposit. In its calculation of a Customer's creditworthiness, Clear Rate Communications, Inc. will use trading banking references, credit reports, and any other information pertinent to a Customer's credit.

#### 2.7.2 Amount of Deposit

The amount of the deposit shall not be more than three (3) months of usage of Clear Rate Communications, Inc.'s services for any specific Customer. The amount of such usage may be estimated from past usage, the Customer's estimated anticipated usage, or Clear Rate Communications, Inc.'s average usage considering type and nature of service. The amount of deposit may exceed this total when services are provided for shorter periods of time or special occasions.

#### 2.7.3 New or Additional Deposit

A new or additional deposit may be required to cover the amount provided in Section 2.7.2 above when a deposit has been refunded or is found to be inadequate by virtue of abnormal toll usage, nonpayment, or impairment of the Customer's credit. The new or additional deposit is payable at the address specified in Section 2.7.4. Service may be disconnected unless the new or additional deposit is made within seven (7) days after written notification.

## 2.0 General Rules and Regulations (cont'd)

### 2.7 Deposit Requirements (cont'd)

#### 2.7.3 New or Additional Deposit (cont'd)

##### 2.7.3.A Abnormal Toll Usage

For customers with at least six (6) consecutive months of service, "abnormal toll usage" is defined as at least a twenty-five percent (25%) increase in monthly usage charges amounting to at least twenty dollars (\$20). The Customer's average monthly bills for not less than the three (3) prior months shall be used in determining the increase. For customers with less than six (6) consecutive months of service, "abnormal toll usage" is defined to exist when one (1) month's service exceeds the deposit attributable to the service by twenty-five percent (25%) amounting to at least twenty dollars (\$20).

#### 2.7.4 Handling of Deposits

Deposits shall be sent or delivered to: Clear Rate Communications, Inc. 24700 Northwestern Hwy, Suite 340 Southfield, MI 48075. Clear Rate Communications, Inc. will maintain records that show the name and address of each depositor, the amount and date of the deposit, and each transaction concerning the deposit. Deposits will accrue interest at a rate of 4.5%. Unclaimed deposits, together with accrued interest, shall be credited to an appropriate account and shall be disposed of in accordance with law.

#### 2.7.5 Receipts

A receipt of deposit will be furnished to each Customer from whom a deposit is received. Upon request, duplicate receipts will be provided to Customers who have lost their receipts if the deposits are substantiated by Clear Rate Communications, Inc.'s records.

#### 2.7.6 Customer Obligations

The existence of a deposit in no way relieves the Customer of the obligation to comply with Clear Rate Communications, Inc.'s regulations for the prompt payment of bills.

## 2.0 General Rules and Regulations (cont'd)

### 2.7 Deposits (cont'd)

#### 2.7.7 Refund

The deposit may be refunded or credited to the Customer after not more than twelve (12) consecutive months of prompt payment unless Clear Rate Communications, Inc. has information which indicates the deposit is necessary to ensure payment. The account shall be reviewed after twelve (12) months of service, and if the deposit is retained, it shall again be reviewed at the end of Clear Rate Communications, Inc.'s accounting year or on the anniversary date of the account.

### 2.8 Billing

#### 2.8.1 Monthly Billing

Bills to Customers will be issued monthly. Certain service charges, including local service and installation charges, unlimited Toll and Bucket Toll plans are billed in advance. Toll charges levied on a per minute cost basis are billed in arrears.

Customer payments are considered prompt when received by Clear Rate Communications, Inc. or its agent on or before the due date on the bill. The due date is twenty (20) days after the bill is rendered. Any Customer not paying the amount shown on the bill, and not in dispute, within twenty (20) days is considered delinquent.

Payments made after the due date, and not in dispute, are subject to forfeiture of Volume Discounts (where applicable). In addition, when the bill is over thirty (30) days in arrears from the due date, late payment charges shall be assessed. The late payment charge shall be the lesser of (1) a rule 2 percentage points above the Wall Street Journal price rate, as published from time to time; or (2) the highest interest rate which may be applied under state law for commercial purposes. Clear Rate Communications, Inc. may request payment upon issuance of a final bill when service is terminated at the Customer's request. For all other bills, payment will not be requested until the due date.

A Customer is also liable for any legal fees incurred by Clear Rate Communications, Inc. in the process of collecting a past-due amount. The amount of these fees can be determined by the officers of a court if the proceedings are fully litigated. If the Customer acquiesces to Clear Rate Communications, Inc.'s demand for payment before a judgment is rendered,

## 2.0 General Rules and Regulations (cont'd)

### 2.8 Billing (cont'd)

#### 2.8.1 Monthly Billing (cont'd)

Clear Rate Communications, Inc. will bill the delinquent Customer for costs incurred to that point. The Customer is entitled to a statement of legal fees that are being assessed.

Clear Rate Communications, Inc. will apply a Customer's deposit on file toward that Customer's delinquent payment amount.

The maximum payment required for the restoration of service that existed prior to disconnection shall be the total past-due amount (including late payment charges), applicable nonrecurring charges, and if appropriate, Advance Payment and Deposit charges, as specified above.

The Customer is responsible for all charges for services furnished at the Customer's request and for all interexchange toll and local services furnished. Failure to receive a bill does not exempt the Customer from prompt payment of the account. It is the Customer's responsibility to contact Clear Rate Communications, Inc. when a bill is not received. Except as provided elsewhere in this Tariff, the rate for a fractional part of a billing period is a pro rata share for the rates for the full billing period, as specified in this Tariff. If prorating indicates a refund is due, the refund is applied as a credit to the bill.

If a Customer terminates an account with Clear Rate Communications, Inc. and has a credit balance showing, Clear Rate Communications, Inc. will transfer that balance to another account of that same Customer, if one exists. Otherwise, Clear Rate Communications, Inc. will mail a check for the balance to the last known address of the Customer. If the check is returned as undeliverable, or reasonable attempts to locate the Customer fail, Clear Rate Communications, Inc. will bill a closed account maintenance charge of \$2.50 per month in the second billing period after the account was terminated. This charge will continue until the Customer requests a refund or the balance is exhausted.

#### 2.8.2 Account Codes

Account Codes are 3 digit numbers entered after dialing a long distance number. Use of account codes allows customers to receive a bill showing calls sorted and subtotaled. Account Codes are verified, meaning a valid

## 2.0 General Rules and Regulations (cont'd)

### 2.8 Billing (cont'd)

#### 2.8.2 Account Codes (cont'd)

code is required to complete the long distance call. Customers may select up to 100 codes from a pre-defined list of random 3 digit codes.

Account Codes are \$10.00 per month with a one-time set up charge of \$25.00.

#### 2.8.3 Bill Contents

The bill form or a bill insert will provide the following information: the dates at the beginning and end of the billing period; the last date for timely payment, which shall not be less than twenty (20) days after the bill is rendered; the amount of the net charge, stated by category, for local service, ancillary services and equipment, toll service, information service, sales tax and excise tax, and of any late payment charge, together with the gross amount of the bill, with separate entries for total amounts current or in arrears. Clear Rate Communications, Inc. will also comply with reasonable requests for bill detail.

### 2.9 Payment for Service

#### 2.9.1 Late Payment and Check Service Charges

A late payment charge may be imposed by Clear Rate Communications, Inc. A check service charge will be assessed for any reason a check tendered to Clear Rate Communications, Inc. by a Customer as payment for a tariffed service is returned to Clear Rate Communications, Inc. or is not in an acceptable form. The check charge will be ten dollars (\$30.00) per check. Examples of the application of the check charge include, but are not limited to, the following:

- a. Insufficient funds.
- b. Improper or lack of endorsement.
- c. A check issued in such a manner as to be unprocessable or places unreasonable burdens on Clear Rate Communications, Inc.

2.0 General Rules and Regulations (cont'd)2.9 Payment for Service (cont'd)2.9.1 Late Payment and Check Service Charges (cont'd)

- d. Conflict in the amount shown numerically and the amount written alphabetically on the check.
- e. Qualified endorsement not acceptable to Clear Rate Communications, Inc.
- f. The Customer places a stop payment on the check.
- g. Any other reason which would cause Clear Rate Communications, Inc. to return the check.

2.9.2 Partial Payment

If a Customer makes a partial payment in a timely manner and does not designate the service for which payment is made, the payment shall first be applied to the undisputed balance for local service, with the remainder applied on a pro rata basis to regulated utility services and toll service. Any remainder will then be applied to deregulated and unregulated services other than toll. Any late payment penalty charge will be applied only to the outstanding balance for services.

2.9.3 Collection

No collection efforts other than the rendering of the bill shall be undertaken until the delinquency date.

2.9.4 Taxes and Fees

Any governmental assessments, fees, licenses, or other similar taxes or fees imposed upon Clear Rate Communications, Inc. on a per-call basis shall be charged to Customers receiving Clear Rate Communications, Inc.'s service within the territorial limits of the governmental authority imposing such taxes and fees. Such taxes and fees will be allocated among such Customers uniformly on the basis of Customers' monthly charges for the types of service made subject to the taxes or fees. Such taxes and fees will be separately stated on bills.

2.9.5 Supplemental Schedules for Municipal Tax

Pursuant to Sections 9-221 and 9-222 of "The Public Utilities Act," as amended, the Company will charge its customers in municipalities, in addition to all of the other lawful rates and charges, an infrastructure fee for intrastate services. The fee will be listed separately on a customer's bill to comply with the requirements of the Act.

## 2.0 General Rules and Regulations (cont'd)

### 2.10 Disputes and Complaints

#### 2.10.1 Disputed Bills

In the event of a dispute concerning the bill, Clear Rate Communications, Inc. will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 2.10.2 shall continue, and for not less than forty-five (45) days after the rendering of the disputed bill, the service shall not be disconnected for nonpayment of the disputed amount. If a Customer does not give Clear Rate Communications, Inc. written notice of a dispute with respect to Clear Rate Communications, Inc.'s charges within two (2) years from the date of the bill, the bill shall be deemed correct and binding upon the Customer.

#### 2.10.2 Complaint Procedures

Inquiries, general questions, or complaints may be directed informally to Clear Rate Communications, Inc. by telephone, in person, or in writing at Clear Rate Communications, Inc.'s office located at 24700 Northwestern Hwy, Suite 340 Southfield, MI 48075, Toll-Free 1-877-877-4799. Clear Rate Communications, Inc.'s customer service department can be reached by dialing the following toll-free number: 1-877-877-4799. Clear Rate Communications, Inc.'s customer service department accepts calls Monday thru Friday 8:00 AM to 7:00 PM Eastern Standard time. Complaints concerning the charges, practices, facilities, or services of Clear Rate Communications, Inc. will be investigated promptly and thoroughly. Clear Rate Communications, Inc. will keep records of each complaint showing the name and address of the complainant, the date and nature of the complaint, its disposition, and all other pertinent facts dealing with the complaint that will enable Clear Rate Communications, Inc. to review and analyze its procedures and actions. Each Customer may file with the Commission for resolution of disputes at the following address:

Illinois Commerce Commission  
527 East Capitol Avenue  
Springfield, Illinois 62794

2.0 General Rules and Regulations (cont'd)2.11 Service Refusal, Disconnection, and Suspension2.11.1 Notice of Pending Disconnection

Prior to the disconnection of service, Clear Rate Communications, Inc. shall provide a written notice to the Customer setting forth the reason for disconnection and the final date by which the account is to be settled or specific action taken. Final dates shall be no less than ten (10) calendar days with respect to an unpaid bill, and no less than twelve (12) days with respect to an unpaid deposit, after the notice is rendered. The notice shall be considered rendered to the Customer when deposited in the U.S. Mail with postage prepaid. If delivery is by other than U.S. Mail, the notice shall be considered rendered when delivered to the last known address of the person responsible for payment for the service. The notice will specify a toll-free number at which a Clear Rate Communications, Inc. representative can be reached to provide additional information about the disconnection.

2.11.2 Reasons for Service Refusal, Disconnection, and Suspension

Service may be refused, disconnected, or suspended:

- (1) Without notice if a condition on the Customer's premises is determined by Clear Rate Communications, Inc. to be hazardous.
- (2) Without notice if the Customer uses the service in such a manner as to adversely affect Clear Rate Communications, Inc.'s equipment or Clear Rate Communications, Inc.'s service to others.
- (3) Without notice if equipment furnished, leased, or owned by Clear Rate Communications, Inc. is subject to tampering.
- (4) Without notice if there is unauthorized use. Unauthorized use includes, without limitation, use or attempted use for an unlawful purpose and/or use or attempted use in any fraudulent manner.
- (5) If there are reasonable grounds to believe there is a violation of or noncompliance with Clear Rate Communications, Inc.'s regulations on file with the Commission, municipal ordinances, or law.

2.0 General Rules and Regulations (cont'd)2.11 Service Refusal, Disconnection, and Suspension (cont'd)2.11.2 Reasons for Service Refusal, Disconnection, and Suspension (cont'd)

(6) If the Customer or prospective Customer fails to furnish service equipment, permits, certificates, or rights-of-way specified to be furnished in Clear Rate Communications, Inc.'s regulations filed with the Commission as conditions for obtaining service, or withdraws such equipment or terminates those permissions or rights, or fails to fulfill the contractual obligations imposed upon the Customer as conditions of obtaining service. However, no service shall be disconnected for this reason on the day preceding or day on which Clear Rate Communications, Inc.'s office at the address specified in Section 2.7.4 is closed.

(7) If the Customer fails to permit Clear Rate Communications, Inc. reasonable access to its equipment. However, no service shall be disconnected for this reason on the day preceding or day on which Clear Rate Communications, Inc.'s office at the address specified in Section 2.7.4 is closed.

(8) If the Customer routinely uses abusive or profane language or makes physical threats in conversations with Clear Rate Communications, Inc. personnel, or otherwise abuses access to customer service personnel by making repeated unwarranted calls that are unrelated to specific service issues. However, no service shall be disconnected for this reason on the day preceding or day on which Clear Rate Communications, Inc.'s office at the address specified in Section 2.7.4 is closed.

2.11.3 Refusal, Disconnection, and Suspension of Service for Nonpayment of Bill or Deposit

Except as restricted by Section 2.11.4, service may be refused based on the credit history of the applicant. In all cases, the applicant will be advised of the reasons for the denial of credit. Service may also be refused, disconnected, or suspended for nonpayment of a bill or deposit if Clear Rate Communications, Inc. has made a reasonable attempt to effect collection and:

- (1) Clear Rate Communications, Inc. has provided the Customer with five (5) days' prior written notice with respect to an unpaid bill and twelve (12) days' prior written notice with respect to an unpaid deposit. However, disconnection may take place prior to the expiration of the 5-day unpaid bill notice period if Clear Rate Communications, Inc. determines from verifiable data that usage during the 5-day notice period is so abnormally high that a risk of irreparable revenue loss is created.

## 2.0 General Rules and Regulations (cont'd)

### 2.11 Service Refusal, Disconnection, and Suspension (cont'd)

- (2) In the event of a dispute concerning the bill, Clear Rate Communications, Inc. will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 2.10.2 shall continue, and for not less than forty-five (45) days after the rendering of the disputed bill, the service shall not be disconnected for nonpayment of the disputed amount.

### 2.12 Cancellations and Deferrals of Service

When a Customer cancels or defers an order for service before the service is activated, a charge applies that will allow Clear Rate Communications, Inc. to recover its unrecovered costs, including but not limited to outside vendor charges, engineering, labor, materials, and equipment. Charges apply as follows:

#### 2.12.1 Cancellation

In a cancellation situation, the charge is equal to the unrecoverable costs incurred prior to the request for cancellation and the costs of removal, restoration, and disposal, if any, to comply with the cancellation. Those costs include, but are not limited to, costs of outside vendors, engineering, labor, nonrecoverable materials, and equipment expense.

#### 2.12.2 Deferment of Start of Service

If a request for deferment of service is received by Clear Rate Communications, Inc. prior to the date an order for equipment or service is placed with Clear Rate Communications, Inc.'s supplier, no charge shall apply. For deferments received by Clear Rate Communications, Inc. subsequent to the date the order for equipment or service is placed with Clear Rate Communications, Inc.'s supplier, a monthly recurring charge based upon the costs incurred prior to the request for the deferment applies. This monthly rate shall be equal to 1 ½ percent, plus

recurring costs resulting directly from the deferral such as storage, taxes, etc. In addition, any extraordinary nonrecurring costs resulting from the deferral, such as additional engineering, labor, and transportation, shall be billed in total. Billing shall start at the beginning of the month of deferment and extend to the start of service.

Issued: , 2006

Effective: , 2006

By: [INSERT NAME], Clear Rate Communications, Inc.  
[INSERT ADDRESS, TELEPHONE NUMBER]

## 2.0 General Rules and Regulations (cont'd)

### 2.12 Cancellations and Deferrals of Service (cont'd)

#### 2.12.2 Deferment of Start of Service (cont'd)

Charges shall not exceed the monthly rate that would have applied had the service been established. Clear Rate Communications, Inc. will also charge the Customer who defers service any and all rates and charges incurred by Clear Rate Communications, Inc. for any leased facilities for which Clear Rate Communications, Inc. is held responsible. Clear Rate Communications, Inc. will make a good faith effort to minimize those rates and charges whenever possible.

### 2.13 Special Promotions

From time to time Clear Rate Communications, Inc. may engage in special promotions of limited duration not exceeding ninety (90) days. These promotions may be in the form of waived or reduced recurring and nonrecurring fees, lowered usage charges, or other actions designed to attract new customers or to increase existing Customer awareness of a particular service. All promotions will be offered on a non-discriminatory basis to eligible customers.

### 2.14 Information Service Access Blocking

Where facilities are available, Customers have the option to block access to all "900" and "976" prefix numbers, without charge for the first block. Clear Rate Communications, Inc. will comply with all applicable rules of the Commission concerning such blocking.

### 2.15 Emergency Call Handling Procedures

Emergency "911" calls are not routed to Clear Rate Communications, Inc., but are completed by the local exchange telephone company through the local network.

2.0 General Rules and Regulations (cont'd)2.16 Telephone Assistance Programs2.16.1 General

c. To qualify for low income assistance, the applicant must participate in any of the following assistance programs. The Illinois Department of Human Services will certify the applicant's participation in assistance programs (a) and (b), below for purposes of eligibility.

- (a) Medicaid
- (b) Food Stamps
- (c) Supplemental Security Income (SSI)
- (d) Federal Housing Assistance
- (e) Low-Income Home Energy Assistance (LIHEAP)

d. The low-income programs are funded through voluntary contributions from Illinois customers.

e. The Telephone Company's verification through the Department of Human Services or, in lieu of electronic verification, applicant's signature on the form contained in Part 757 as Exhibit E, shall constitute proof of income eligibility.

f. The low-income assistance shall be available to only one access line per low-income household.

2.16.2 Supplemental Link-Up Assistance

a. A one-time credit of up to \$10.00, not to exceed 50% of the connection charge, will be applied to each new eligible customer.

2.16.3 Supplemental Lifeline Assistance

a. Eligible customers may receive a discount of \$1.20 on their monthly telephone service.

2.16.4 Voluntary Contributions

a. Customers wishing to participate in the funding of UTSAP may do so by electing to contribute, on a monthly basis, a fixed amount to be included by the company on the customer's telephone bill. The voluntary contribution shall not reduce the customer's telephone bill. The voluntary contribution shall not reduce the customer's total monthly bill amount due the Company for telephone services or other charges.

2.0 General Rules and Regulations (cont'd)

2.16 Telephone Assistance Programs (cont'd)

2.16.4 Voluntary Contributions (cont'd)

(1) Residential customers may elect to contribute:

- (a) \$0.50
- (b) \$1.00
- (c) \$2.00
- (d) \$5.00

(2) Business customers may elect to contribute:

- (a) \$1.00
- (b) \$5.00
- (c) \$10.00
- (d) \$25.00

- b. Customers may elect to discontinue or change the amount of monthly contributions on their bill at any time upon providing at least 30 days notice to Company.
- c. Failure by the customer in any month to remit the entire billed amount shall reduce the UTSAP contribution accordingly.

3.0 Services and Prices

3.1 Service Ordering Charges

Service ordering charges are applied to Customers upon a request for service and when a Customer requests subsequent facility, software or account changes.

3.3.1. New Order Charges

	3.3.1.1 <u>Establish Charge</u>		Foreign District and Foreign Exchange Service	WATTS	D.D.S.
	Residence	Business			
	\$17.01 to 34.02	\$14.12 to 28.04	\$164.77 to 329.54	\$32.60 to 65.29	\$113.65 to 227.30
Add or Change	\$3.68 to \$17.36	\$4.00 to \$18.00	\$101.33 to 202.66	\$19.58 to 29.1	
Record Work only	\$5.46 to 10.92	\$5.00 to 10.00	\$30.22 to 60.44	\$25.40 to 50.80	

	3.3.2.3. <u>Line Connection Charge</u>		Foreign District	WATTS	D.D.S. and Foreign Exchange Service	D.D.S.
	Residence	Business				
Establish or add/change	\$21.78 to 59.00	\$18.62 to 59.00	\$255.33 to 510.66	\$61.89 to 123.78	\$59.93 to 119.86	\$19.44 to 38.88

3.0 Services and Prices (cont'd)

## 3.2 Exchange Access

Basic Exchange Access Service provides a Customer with a voice-grade communications channel and a unique telephone number address on the public-switched telecommunications network. An Exchange Access Service allows a user to:

- a. receive calls from other stations on the public-switched telecommunications network; and
- b. access other services offered by the Company as set forth in this tariff; and
- c. access certain interstate and international calling services provided by the Company; and
- d. access (at no additional charge) the operators contracted for by the Company; and
- 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 interconnect with the Company pursuant to tariff, agreement or some other Company-approved manner.

Basic exchange access service provides the Customer with a single, voice-grade communications channel connecting the Customer's premises and the Company's designated carrier's central office.

Basic exchange access service customers are entitled to a voice-grade communications channel. Provision of this service does not guarantee a Customer access to any other facility requirement, including a communications path capable of supporting data transmissions.

3.0 Services and Prices (cont'd)  
 3.2 Exchange Access (cont'd)  
 3.2.1 Business Access Line Rates

In addition to the following monthly rates, the End User Common Line charge, Service Provider Number Portability (SPNP) monthly charge, 911 Service surcharge and ITAC Supplemental charge apply.

ACCESS AREA

	A	B	C
Business Direct Line			
Single Line Subscribers, each line	\$3.96 to 19.99	\$7.08 to 24.99	\$10.58 to 29.99
Multiline Subscribers, each line	3.96 to 19.99	7.08 to 24.99	10.58 to 29.99
P.B.X. Trunk			
Single Line Subscribers, each trunk			
- STF Not Applicable	3.96 to 19.99	7.08 to 24.99	10.58 to 29.99
- STF Applicable	.04 to .08	.18 to .36	.17 to .34
Multiline Subscribers, each trunk			
- STF Not Applicable	3.96 to 19.99	7.08 to 24.99	10.58 to 29.99
- STF Applicable	.04 to .08	.18 to .36	.17 to .34

3.2.2 Residential Access Line Rates

In addition to the following monthly rates, the End User Common Line charge, Service Provider Number Portability (SPNP) monthly charge, 911 Service surcharge and ITAC Supplemental charge apply.

ACCESS AREA	A	B	C
MSA 1	\$2.55 to 19.99	\$5.53 to 24.99	\$9.00 to 29.99
other MSAa	9.00 to 19.99	9.00 to 24.99	9.00 to 29.99

3.0 Services and Prices (cont'd)

3.3 Usage Service

Issued: , 2006

Effective: , 2006

By: [INSERT NAME], Clear Rate Communications, Inc.  
[INSERT ADDRESS, TELEPHONE NUMBER]

Customers subscribing to the Company's exchange access service may utilize local usage services to place calls to and receive calls from parties located in the Company's local usage service area.

3.3.1 Business Usage Rates

Band	Initial and Subsequent Time Period	Initial Period Charge	Subsequent Period Charge
A	1 minute	\$.005 to .099	\$.005 to .099
B	1 minute	\$.005 to .099	\$.005 to .099
C	1 minute	\$.005 to .180	\$.005 to .180

3.3.2 Residence Usage Service

Band	Initial and Subsequent Period Time Period	Initial Period Charge	Subsequent Period Charge
A Peak	untimed	.0453 to .0906	NA
A Shoulder	untimed	87.13% of peak	NA
A Off-Peak	untimed	51.85% of peak	NA
B Peak	untimed	.0448 to .0896	NA
B Shoulder	untimed	87.13% of peak	NA
B Off-Peak	untimed	51.85% of peak	NA
C Peak	1 minute	.0363 to .0726	.0358 to 0716
C Shoulder	1 minute	.0318 to .0636	.0298 to .0596
C Off-Peak	1 minute	.0299 to .0598	.0218 to 0436

3.3.3 Residence Local Unlimited consists of a fixed monthly rate for all Band A and B calls.

Rate per Line \$11.04 to 22.08

3.0 Services and Prices (cont'd)

3.4 CUSTOM CALLING FEATURES

		Monthly Price	Monthly Price
		Residence	Business
CALL WAITING	\$0.00 - \$7.50	\$0.50 - \$9.50	

Provides a signal when a second call is coming in on a busy line.

		\$0.00 to \$10.00	\$0.00 to \$9.50
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CALL FORWARDING  
VARIABLE

Permits the Carrier's customer to automatically transfer all incoming calls to another dialable telephone number.

		\$0.00 to \$7.50	\$0.00 to \$9.50
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THREEWAY  
CALLING

Adds a third party to an established connection without operator assistance. In addition, the customer is charged a per use fee of \$.07 per activation for residential customers and \$.35 per activation for business customers.

Advanced Custom Calling Features

		Monthly Price	Monthly Price
		Residence	Business
AUTOMATIC CALLBACK	\$0.00 to \$7.50	\$0.00 to \$9.50	

Automatically returns the last incoming call whether or not it was answered.

		\$0.00 to \$7.50	\$0.00 to \$9.50
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REPEAT DIALING

The telephone number associated with the last outgoing call placed by the customer (calling party) may be automatically redialed.

		\$0.00 to \$7.50	\$0.00 to \$9.50
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CALL SCREENING

Carrier's customer can designate 10 numbers from which incoming calls will be connected to a prerecorded announcement that calls are not being taken now.

3.0 Services and Prices (cont'd)

Issued: , 2006

Effective: , 2006

By: [INSERT NAME], Clear Rate Communications, Inc.  
[INSERT ADDRESS, TELEPHONE NUMBER]

3.4 CUSTOM CALLING FEATURES (cont'd)

CALLER ID \$0.00 to \$13.50 \$0 to \$17.50

For each customer line on which Carrier resells Caller ID, displays incoming number on a Customer provided display device attached to line or telephone or answering machine with a built in screen.

CALLER ID WITH NAME  
\$0.00. to \$14.00 \$0 to \$17.50

For each customer line on which Carrier resells Caller ID with Name, must subscribe to Caller ID. Displays the listed name associated with the number on the Customer provided device.

The following services may be billed on a per use basis:

	Residence Per Use	Business Per Use
Automatic Callback, per Carrier's customer's use	\$0.50 - \$1.99	\$0.50 - \$1.99
Repeat Dialing, per Carrier's customer's use	\$0.50 - \$1.99	\$0.50 - \$1.99
Call Trace	0.0	\$3.00 - \$9.50

Carrier will be charged for each activation of the service. Automatically traces the number for the last call received by the customer. Per activation, by Carrier's customer

	Monthly Price per line	
	Residence	Business
BUSY LINE TRANSFER	\$0.10 - \$0.99	\$0.10 - \$0.99

Automatically forwards the incoming call to a predetermined, dialable number served by the same CO switch.

3.0 Services and Prices (cont'd)

3.4 CUSTOM CALLING FEATURES (cont'd)

ALTERNATE ANSWERING                      \$0.25 - \$0.99      \$0.25 - \$0.99

If the number called does not answer, after 3 to 4 rings the call is automatically forwarded to a predetermined number.

CUSTOMER CONTROL OPTION

Allows the Carrier's customer to activate/deactivate the Busy Line Transfer and Alternate Answering Features.

Busy Line Transfer	0.25 to 0.99	0.47 to 0.94
Alternate Answering	0.25 to 0.99	0.47 to 0.94

EASY CALL

\$1.00 - \$10.00      \$2.00 - \$10.00

Provides automatic dialing of a number when the Carrier's customer's line is taken off-hook, at 7 second intervals.

SPECIAL DELIVERY FEATURE

\$0.05 - \$0.99      \$0.05 - \$0.99

When a busy or don't answer condition exists on an out-going call, this feature automatically forwards the calling party to a predetermined telephone number.

3.0 Services and Prices (cont'd)

3.4 CUSTOM CALLING FEATURES (cont'd)

MULTI RING SERVICE

Carrier's Customer has up to 3 telephone numbers associated with 1 line without adding a 2nd or 3rd line. (Distinctive ringing and distinctive call). Distinctive call waiting tone for each will be provided when Carrier subscribes to it for resale on customer line. (Entitled to 1 Directory Listing)

1st Line	\$0.00 - \$7.50	\$0.00 - \$9.50
2nd Line	\$0.00 - \$7.50	\$0.00 - \$9.50

Remote Call Forwarding	\$0.00 - \$25.00	\$0.00 - \$30.00
------------------------	------------------	------------------

Remote Call Forwarding (CO Based): Provides a method to automatically transfer all incoming calls to another dialed number at all times. The dialable number is defined by Carrier for its customer. The dialed number can be either a 7 or 10 digit number (POTS) and can be changed via a service order. No physical telephone is required at the Carrier's customer's dialed number. (Business Service Ordering and Line Connection Charges apply).

- per initial feature		NA
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- per additional feature necessary for each additional call to be forwarded simultaneously	\$0.00 - \$9.50	\$0.00 - \$9.50
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3.0 Services and Prices (cont'd)

3.4 CUSTOM CALLING FEATURES (cont'd)

ANSWER SUPERVISION WITH LINE SIDE INTERFACE

This feature offers the capability on a Business determining when answer supervision has been returned by the terminating station. -per line equipped

N/A	N/A	\$1.99	N/A
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	Monthly Rate	Non Recurring Charge
<p><b>NUMBER RETENTION SERVICE (BUSINESS ONLY)</b>                      Allows calls placed to telephone numbers equipped with NRS to be automatically forwarded to a dialable telephone number served by the same central office switch or by a different central office switch located in the same central office area building serving the same exchange.</p>		
- Same Central Office Switch, add to common block only, per number retained	N/A	\$9.95 - \$59.00
- Same Central Office Switch, number conflict with dialing plan per number retained and up to: 1 to 12 Call Path Range	\$9.95 - \$59.00	\$59.00 - \$199.00
Unlimited Call Paths with 1,000 message cap, per number retained Messages over 1,000 Local usage rates in this Part apply	\$9.95 - \$59.00	\$59.00 - \$199.00

Issued: , 2006

Effective: , 2006

By: [INSERT NAME], Clear Rate Communications, Inc.  
[INSERT ADDRESS, TELEPHONE NUMBER]

3.0 Services and Prices (cont'd)

3.4 CUSTOM CALLING FEATURES (cont'd)

- Different Central Office Switch, Same Central Office Building, Same Exchange Area within Same Central Office building per number retained and up to: 1 to 12 Call Path Range	\$9.95 - \$59.00 \$59.00 to \$199.10
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Unlimited Call Paths with 1,000 message cap, per number retained Messages over 1,000 Local usage rates in this Part apply	\$9.95 - \$59.00 \$59.00 to \$199.10
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- Subsequent Change Charge

Change the number to which  
calls are forwarded  
Change the quantity of call  
Paths

3.0 Services and Prices (cont'd)

3.5 PACKAGES

THE WORKS PACKAGE

The WORKS package offers residence customers combinations of services including Custom Calling and Advanced Custom Calling services at a package rate. Call Waiting may be omitted from The WORKS package at the customer's request.

The WORKS package includes the following services as indicated:

- Call Waiting
- Call Forwarding
- Three Way Calling
- Repeat Dialing
- Automatic Callback
- Caller ID
- Caller ID with Name
- Speed Calling

The rates specified for The WORKS are in addition to applicable Service Charges for the establishment of network access lines.

Monthly Price	
The WORKS	\$9.95 to \$19.95

Call Waiting may be omitted from The WORKS at the customer's request and the monthly price does not change when customer omits Call Waiting.

Issued: , 2006

Effective: , 2006

By: [INSERT NAME], Clear Rate Communications, Inc.  
[INSERT ADDRESS, TELEPHONE NUMBER]

3.0 Services and Prices (cont'd)

3.5 PACKAGES (cont'd)

PRIVACY MANAGER

	Monthly Price
Privacy Manager to Residence	\$0.00 to \$7.50
Privacy Manager to Business	\$0.00 to \$9.50
Privacy Manager with The WORKS Package, The	\$0.00 to \$5.00

TALKING CALL WAITING

	Monthly Price
Talking Call Waiting – Residence	

Talking Call Waiting with The WORKS Package, The BASICS Package or Economy Solution Package discount Residence	\$0.00 to \$7.50
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THE BASICS PACKAGE FOR BUSINESS

The BASICS Package for Business includes the following services as indicated:

- Caller ID
- Caller ID with Name
- Call Forwarding
- Call Waiting
- Three Way Calling (subscription only)
- Automatic Call Back (subscription only)

Monthly Price The BASICS	\$0.00 to \$18.95
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3.0 Services and Prices (cont'd)

3.5 PACKAGES (cont'd)

THE BASICS PACKAGE

The BASICS package includes the following services as indicated:

- Call Waiting
- Call Forwarding
- Three Way Calling
- Caller ID
- Caller ID with Name

The rates specified for The BASICS are in addition to applicable Service Charges for the establishment of network access lines.

Monthly Price The BASICS  
\$0.00 to \$17.95

3.0 Services and Prices (cont'd)

3.5	PACKAGES (cont'd)	SPEED CALLING	Residence	Business
		- 8 Number List	\$0.00 - \$7.50	\$0.00 - \$9.50
		- 30 Number List	\$0.00 - \$9.50	\$0.00 - \$15.00

Allows the Carrier's customer to call other telephone numbers by dialing a code rather than the complete telephone number

Generally, Call Forwarding, Speed Calling and Three-way Calling features can be furnished to individual lines or trunks within a hunting group. However, when provided with certain hunting arrangements all lines or trunks have access to the features and only one Speed Calling list is available to the group. In such cases, per Carrier customer, one charge for Speed Calling is applied to the group; one charge for Call Forwarding is applied to the group; and charges for Three-way Calling apply to each line in the group as appropriate.

FEATURELINK SERVICE

The following features are available on all FeatureLink Service lines as either standard or optional (provided at an additional charge):

- Std. to Standard Opt. to Optional
- FeatureLink Service
- Call Forwarding to Busy Line Std.
- Call Forwarding to Don't Answer Std.
- Call Forwarding to Variable Std.
- Call Transfer Deluxe Std.
- Caller ID Opt.
- Caller ID with Name Opt.
- Conference Calling to 3 Way Std.
- Consultation Hold Std.
- Ground Start Line Opt.
- Message Waiting Indicator to Audible Std.
- Speed Calling to Thirty Opt.

PRICES

The following prices are applicable to standard installations of FeatureLink Service and are in addition to all other charges for exchange access lines or other associated services and equipment necessary to provide telecommunications service.

Refer to the *Other Applicable Charges* section for additional charges associated with the provision of FeatureLink Service.

3.0 Services and Prices (cont'd)

3.5 PACKAGES (cont'd)

FEATURELINK SERVICE (cont'd)

	Service Establishment Charge	\$34.49 to \$68.98
	Access Areas A, B and C	Monthly Price
Per Package, Per Line		
	1+ pkg category	\$0.00 - \$14.95
	2+ pkg category	\$0.00 - \$19.95
	5+ pkg category	\$0.00 - \$24.95
	12+ pkg category	\$0.00 - \$29.95
	20+ pkg category	\$0.00 - \$34.95
Optional Features		
Speed Calling to Thirty		
- including initial		
access to list, per list		\$0.00 - \$19.95
Ground Start Line - per line		\$0.00 - \$14.95

3.0 Services and Prices (cont'd)

3.6 OPERATOR SERVICES

Operator Assisted Calls (Residential and Business)

Additional	Rate	Initial	Each
	Mileage	1 minute	minute
	1-10	\$.25	\$.25
	11-22	\$.26	\$.25
	23-55	\$.27	\$.26
	56-124	\$.30	\$.29
	125-292	\$.33	\$.32
	293+	\$.35	\$.33

Operator Surcharges

- A. Operator Station (consumer dialed 0+) collect, billed to third number, coin call, or billed to a calling card: \$2.50;
- B. Operator Station (operator dialed 0-) collect, billed to third number, coin call, or billed to a calling card: \$5.50;
- C. Person-to-Person (consumer dialed 0+ and operator dialed 0-) billed to a calling card: \$5.50;
- D. Person-to-person (consumer dialed 0+) collect, billed to third number, or coin call: \$5.50; and
- E. Person-to-person (operator dialed 0-) collect, billed to third number, or coin call: \$5.50.

3.0 Services and Prices (cont'd)3.7 Prepaid Residential Local Exchange Service3.7.1 Service Description

Prepaid Residential Local Exchange Service provides a customer with a connection to the Company's switching network. The included and excluded services are as follows:

5. A Customer may place or receive calls to and from any calling station in the local calling area, defined herein as less than 15 miles from the central office of Ameritech Illinois serving the customer to the central office serving the recipient of the call. All calls beyond that distance will be blocked and will not connect unless the customer also purchases an extended calling area service from the Company, such as Residence Unlimited Local, which allows unlimited calling within Bands A and B.
6. A Customer may access the interexchange carrier selected by the Customer for calls beyond 15 miles, interLATA, intraLATA, interstate or international calling;
7. A Customer may access (at no additional charge) the Company's operators for service-related assistance; access toll-free telecommunications services such as 800/888 NPA; and access 9-1-1 service for emergency calling;
8. A Customer may access directory assistance services for the local calling area;
9. A Customer may access Telephone Relay Service;
10. A Customer may not originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch.
11. A Customer may not make operator assisted calls. Calls to operator assistance will be blocked by the Company's switch.

### 3.0 Services and Prices (cont'd)

#### 3.7 Prepaid Residential Local Exchange Service (cont'd)

##### 3.7.2 Directory Assistance

Prepaid Local Exchange Service Customers and users of the Company's calling services (excluding 800/888 services) may obtain directory assistance in determining telephone numbers within Illinois by calling the Directory Assistance operator. Charges for directory assistance shall be those set forth in this tariff for all customers of the Company. Because such charges are not included in the prepaid amounts paid by customers, the Company reserves the right to bill customers immediately for such services. Customers may not make more than 10 calls to directory assistance in any 30 day period unless they provide to the Company all charges for such directory assistance.

Customers may not use the feature of directory assistance whereby they may be connected directly to the called party to make a call that is not permitted by this tariff (for example, a call in which the called party's Ameritech Illinois central office is greater than 15 miles from the central office serving the customer). Use of such feature is grounds for disconnection upon the Company providing notice required under this tariff.

##### 3.7.3 Customer Billing

5. Regular bills will be issued once each month. All services of the company are prepaid. The bill shall include a monthly fee which will allow the customer to make an unlimited number of calls to locations in which the Ameritech Illinois central office of the called party is fifteen miles or less from the central office serving the customer. Additional prepaid charges may include charges for any special or enhanced services or any extended unlimited calling area ordered by the customer..
6. Charges for services that are not included in prepaid charges may be issued to the customer immediately. These bills will carry a due date which is ten days after the date that they are mailed or seven days if delivered by hand.
7. Bills are due on the due date shown on the bill and may be paid at any of the Company's public business offices or other authorized payment locations.

##### 3.7.4 Disconnection For Evading Use Restrictions

The Company may discontinue or refuse service when the Company has reason to believe that a customer has used a device or scheme to obtain service without payment and where the Company has so notified the customer prior to disconnection. Such schemes shall include but are not limited to making any type of call that is prohibited by this tariff, such as calls beyond 15 miles, by using automatic call-back service or having an information operator directly connect the call.

3.0 Services and Prices (cont'd)

3.7 Prepaid Residential Local Exchange Service (cont'd)

3.7.5 Prices

Customers selecting the prepaid services of the Company shall pay the following charges:

Non Recurring Setup and Installation: \$0 to \$75

Monthly Service Fee (payment of this charge entitles the customer to all of the services set forth in section 3.7.1 above) \$19.95 to \$80

Monthly Usage Charges the customer shall pay the rates set forth in Sections 3.2 through 3.6 of this tariff for all services beyond those set forth in Section 3.7.1 above.