

TITLE PAGE

LOCAL AND INTRASTATE INTEREXCHANGE TARIFF

This Tariff contains the description, regulations and rates applicable to the furnishing of local and intrastate interexchange services provided by Fidelity Communication Services III, Inc. (“Fidelity” or “Company”) within the state of Illinois. This Tariff is on file with the Illinois commerce commission (“Commission”). Copies may be inspected during normal business hours at the Company’s principal place of business at 64 North Clark Street, Sullivan, MO 63080 or reviewed online at www.highlandcommunicationservices.com.

Issued By: David Beier
Fidelity Communication Services III, Inc.
64 North Clark Street
Sullivan, MO 63080

CHECK SHEET

Pages listed below are effective as of the date shown at the bottom of the respective page(s). Original and revised pages, as named below, comprise all changes from the original Tariff and are currently in effect as of the date on the bottom of this page.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	31	Original	61	Original
2	1 st Revised *	32	Original	62	Original
3	Original	33	Original	63	Original
4	Original	34	Original	64	Original
5	Original	35	Original	65	Original
6	Original	36	Original	66	Original
7	Original	37	Original	67	Original
8	Original	38	Original	68	Original
9	Original	39	Original	69	Original
10	Original	40	Original	70	Original
11	Original	41	Original	71	Original
12	Original	42	Original	72	Original
13	Original	43	Original		
14	Original	44	Original		
15	Original	45	Original		
16	Original	46	1 st Revised *		
17	Original	47	1 st Revised *		
18	Original	48	Original		
19	Original	49	Original		
20	Original	50	Original		
21	Original	51	Original		
22	Original	52	Original		
23	Original	53	Original		
24	Original	54	Original		
25	Original	55	Original		
26	Original	56	Original		
27	Original	57	Original		
28	Original	58	Original		
29	Original	59	Original		
30	Original	60	Original		

* Denotes New/Revised page this filing

Issued By: David Beier
Fidelity Communication Services III, Inc.
64 North Clark Street
Sullivan, MO 63080

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TABLE OF CONTENTS

<u>Description</u>	<u>Page</u>
CHECK SHEET.....	2
TABLE OF CONTENTS.....	3
EXPLANATION OF SYMBOLS	4
APPLICATION OF TARIFF	5
SERVICE AREAS.....	6

SECTION 1 - DEFINITIONS

SECTION 2 – REGULATIONS

SECTION 3 – SERVICE DESCRIPTIONS

SECTION 4 – LONG DISTANCE SERVICES

Issued By: David Beier
Fidelity Communication Services III, Inc.
64 North Clark Street
Sullivan, MO 63080

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EXPLANATION OF SYMBOLS

When changes are made in any Tariff sheet, a revised sheet will be issued canceling the Tariff sheet affected. Changes will be identified on the revised sheet(s) through use of the following symbols:

- (C) To signify Changed rate, regulation or condition.
- (D) To signify Discontinued rate, regulation or condition.
- (I) To signify Increase.
- (N) To signify New material, including a listing, rate, regulation, rule or condition.
- (R) To signify Reduction.
- (T) To signify a change in the word of Text, but no change in the rate, rule or condition.
- (M) Moved from another tariff location.

Issued By: David Beier
Fidelity Communication Services III, Inc.
64 North Clark Street
Sullivan, MO 63080

APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of competitive local exchange service telecommunications services by Fidelity Communication Services III, Inc. (“Fidelity” or “the Company”) for the use of End Users in transmitting messages within the State of Illinois, subject to the jurisdiction of the Illinois Commerce Commission (“Commission”). Fidelity Communication Services III, Inc.’s services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.

The rates and regulations contained in this Tariff apply only to the services furnished by Fidelity Communication Services III, Inc. and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.

This Tariff is filed pursuant to Section 13-502(b) of the Illinois Public Utilities Act.

This Tariff is on file with the Illinois Commerce Commission. In addition, this Tariff is available for review at the main office of Fidelity Communication Services III, Inc. at 64 North Clark Street, Sullivan, MO 63080.

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Fidelity Communication Services III, Inc.
64 North Clark Street
Sullivan, MO 63080

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SERVICE AREAS

The Company's exchange areas, rate groups, and local calling areas are identical to those identified in the tariffs of AT&T Communications fka Illinois Bell Telephone Company and/or other Incumbent Local Exchange Carriers (ILECs) that serve the same exchange(s) as the Company. Where facilities are available, the Company shall provide service in the exchange areas served by those ILECs that operate within the Company's service areas as reflected herein.

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Fidelity Communication Services III, Inc.
64 North Clark Street
Sullivan, MO 63080

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SECTION 1 – DEFINITIONS

For the purpose of this Tariff, the following definitions will apply:

Access: A connection to one carrier by a second carrier to obtain the services of any or all network facilities and services within the network, including unbundled elements.

Access Line: An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to a Carrier's location or switching center.

Access Service Request ("ASR"): A written request for special access services executed by the Customer and the Company in the format devised by the Company. The signing of an ASR 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. Should a Customer use the Company's access service without an executed ASR, the Company will then request the Customer to submit one.

Account Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

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.

Automatic Location Identification (ALI): An E911 feature that provides the name or address or both associated with the calling party's telephone number (identified by ANI as defined below) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off-premise extensions, etc.) are identified with the address of the telephone number at the main location.

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Fidelity Communication Services III, Inc.
64 North Clark Street
Sullivan, MO 63080

SECTION 1 - DEFINITIONS (Cont'd)

Collocation: An arrangement whereby the Company's switching equipment is located in a local exchange Company's central office.

Commission: Illinois Commerce Commission

Common Carrier: An authorized company or entity providing telecommunications services to the public.

Communications Services: The Company's intrastate local exchange switched telephone services offered for intraLATA use.

Company or Carrier: Fidelity Communication Services III, Inc.

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.

Customer Premises: A location designated by the Customer for the purposes of connecting to the company's services. (also known as End User Premises)

Dedicated Inbound Calls: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's Point of Presence ("POP"). This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Dedicated Outbound Calls: Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Deposit: Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

DID Trunk (Direct Inward Dial Trunk): A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

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SECTION 1 - DEFINITIONS (Cont'd)

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station Users to access and dial outside numbers directly.

Emergency Number Service: A telephone exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the Customer may receive telephone calls dialed to the telephone number 911. The 911 Services includes lines and equipment necessary for transferring and dispatching public emergency telephone calls originated by persons within the telephone central offices areas arranged for 911 calling.

Emergency Service Number (ESN): An ESN is a Selective Routing (SR) code assigned to each telephone number in an exchange where SR is provided to route E911 calls to an appropriate PSAP. The ESN defines the set of emergency services (e.g., police, fire, PSAP and medical) within a particular serving area. An ESN is associated with a primary possibly one or more secondary PSAPs.

End Office: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this Tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), published by Bellcore.

Equal Access: A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the customer are automatically routed to the long distance company for which they are presubscribed.

Exchange Telephone Company or Telephone Company: Denotes any individual, partnership, association, joint-stock Company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Getting Started Package: Refers to package Company gives to each new Customer. The package includes information about the Company's services, service orders and contact numbers.

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Sullivan, MO 63080

SECTION 1 - DEFINITIONS (Cont'd)

Hearing Impaired: Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

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

ICB: Individual Case Basis.

IXC or Interexchange Carrier: A long distance telecommunications services provider.

Kbps: Kilobits per second, denotes thousands of bits per second.

LATA: A Local Access and Transport Area established pursuant to the Modification 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 Association, Inc. Tariff F.C.C. No. 4.

Local Interconnection Trunking Service: A local circuit administration point, other than a cross-connect or an information outlet, that provides capability for routing and re-routing circuits.

Mbps: Megabits, denotes millions of bits per second.

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

Multi-Frequency or ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

911 Service Area: The geographic area in which the Company will respond to all 911 calls and dispatch appropriate emergency assistance.

911 Trunks: Trunks between a serving central office and a PSAP or between two central offices, except where one of the central offices is a remote unit.

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Sullivan, MO 63080

SECTION 1 - DEFINITIONS (Cont'd)

Non-Proprietary Calling Card: Refers to a calling card or travel card which can be billed by any carrier and used on any network, such as an Ameritech card issued in conjunction with local services; as opposed to a card issued by an IXC which can only be used on that carrier's network and billed by that carrier.

Non-Recurring Charge ("NRC"): The initial charge, usually assessed on a one-time basis, to initiate and establish service.

NPA: Numbering plan area or area code.

NXX: First three digits in a local phone number. Identifies the specific telephone Company central office which serves that number.

Other Telephone Company: An Exchange Telephone Company, other than the Company.

PBX: Private Branch Exchange

Point of Presence ("POP"): Point of Presence

PSAP Data Base Establishment and Update Service: Provides the PSAP with the initial list, as well as periodic updates of Customer names, telephone numbers and addresses for ALI.

Public Safety Answering Point (PSAP) - a communications facility operated or answered on a 24-hour basis, assigned responsibility by a public agency or county to receive 911 calls and, as appropriate, to directly dispatch emergency response services, or to transfer or relay emergency 911 calls to other public safety agencies. It is the first point of reception by a public safety agency of a 911 call, and serves the jurisdictions in which it is located and other participating jurisdictions, if any.

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

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service 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.

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Fidelity Communication Services III, Inc.
64 North Clark Street
Sullivan, MO 63080

SECTION 1 - DEFINITIONS (Cont'd)

Service Order: The written request for Company 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.

Shared Inbound Calls: Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls: Refers to calls in Feature Group D (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

Tandem: A Class 4 switch facility to which NPA and NXX codes are subtended.

Three-Way Calling: Allows a station line User to add a third party to an existing conversation.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage Based Charges: Charges for minutes or messages traversing over local exchange facilities.

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

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Fidelity Communication Services III, Inc.
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Sullivan, MO 63080

SECTION 2 – REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission originating from points within the state of Illinois, and terminating within a local calling area as defined herein.

The Company is responsible under this Tariff only for the services provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

2.1.2.A. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of facilities the Company obtains from other carriers to furnish service from time to time as required at the sole discretion of the Company, in a non-discriminatory manner consistent with the authority as granted by the Commission.

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Fidelity Communication Services III, Inc.
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Sullivan, MO 63080

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

- 2.1.3.A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have thirty (30) days.
- 2.1.3.B. Customers are required to enter into written service orders which shall contain or reference a specific description of the service ordered, the Tariff or other approved rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers may also be required to execute any other documents as may be reasonably requested by the Company.
- 2.1.3.C. Except as otherwise stated in the Tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 2.1.3.D. Service may be terminated upon written notice to the Customer if:
1. the Customer is using the service in violation of this Tariff;
or
 2. the Customer is using the service in violation of the law.
- 2.1.3.E. This Tariff shall be interpreted and governed by the laws of the State of Illinois without regard for its choice of laws provision.

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Fidelity Communication Services III, Inc.
64 North Clark Street
Sullivan, MO 63080

SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions, (cont'd)

2.1.3.F. The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts. All such offerings shall be consistent with the rates and conditions specified herein, and will be approved by the Commission.

2.1.4 Limitations on Liability

2.1.4.A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5.

2.1.4.B. Except as specified in this Tariff, Company and its contractors shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages of any kind or nature arising out of or in connection with the installation, use, repair, performance or removal of the equipment, or other services in connection with the performance or failure to perform its obligations, including, but not limited to, loss of revenue or profits, regardless of the foreseeability thereof for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

2.1.4.C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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Fidelity Communication Services III, Inc.
64 North Clark Street
Sullivan, MO 63080

SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (cont'd)

2.1.4.D. With respect to Emergency Number 911 Service:

2.1.4.D.1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury 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 by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operations, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.

2.1.4.D.2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any service furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

2.1.4.D.3. When a Customer with a non-published telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local government authority responsible for emergency 911 service upon request of such government authority. By subscribing to service under this Tariff, the Customer acknowledges and agrees with the release of information as described above.

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Fidelity Communication Services III, Inc.
64 North Clark Street
Sullivan, MO 63080

SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (cont'd)

- 2.1.4.E. The Company shall not be liable for and shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, due to:
- 2.1.4.E.1 Any act or omission of: (a) the Customer, (b) any other entity, other than the underlying carrier, furnishing service, equipment or facilities for use in conjunction with services provided by the Company; or (c) common carriers or warehousemen, other than the underlying carrier, except as contracted by the Company;
 - 2.1.4.E.2. Any delay or failure of performance or equipment due to acts of God, military action, wars, insurrections, riots, or strikes;
 - 2.1.4.E.3. Any unlawful or unauthorized use of the Company's services;
 - 2.1.4.E.4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided services; or by means of the combination of Company-provided facilities or services;
 - 2.1.4.E.5. Changes in any of the operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.

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Fidelity Communication Services III, Inc.
64 North Clark Street
Sullivan, MO 63080

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (cont'd)

2.1.4.E. (cont'd)

- 2.1.4.E.6. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises by the Company or any other carrier, installation or removal thereof;
- 2.1.4.E.7. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the facilities of any other carrier;
- 2.1.4.E.8. Failure of Customer to comply with the requirements of Section 2.3.1.
- 2.1.4.E.9. Any non-completion of calls due to network busy conditions;
- 2.1.4.E.10. Any calls not actually attempted to be completed during any period that service is unavailable;
- 2.1.4.E.11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services.

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64 North Clark Street
Sullivan, MO 63080

SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (cont'd)

- 2.1.4.F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- 2.1.4.G. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.1.4.H. Failure by the Company to assert its rights pursuant to one provision of this Tariff does not preclude the Company from asserting its rights under other provisions.
- 2.1.4.I. Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to acts of God, military action, wars, insurrections, riots, or strikes.
- 2.1.4.J. Directory Errors – In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Notification of Service-Affecting Activities

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

2.1.6 Non-Routine Installation

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

2.1.7 Availability of Service

2.1.7.A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the Tariffs of the Company.

2.1.7.B. The Company shall negotiate a mutually agreed to installation date based on availability of services and facilities and the Customer's requested date.

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Fidelity Communication Services III, Inc.
64 North Clark Street
Sullivan, MO 63080

SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.8 Universal Emergency Telephone Number Service

- 2.1.8.A. This Tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.
- 2.1.8.B. 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- 2.1.8.C. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- 2.1.8.D. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

Issued By: David Beier
Fidelity Communication Services III, Inc.
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SECTION 2 - REGULATIONS (Cont'd)

2.2 Prohibited Uses

- 2.2.1. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2. The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.
- 2.2.3. The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other Users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4. A Customer, joint User, or authorized User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

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SECTION 2 - REGULATIONS (Cont'd)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- 2.3.1.A. the payment of all applicable charges pursuant to this Tariff;
- 2.3.1.B providing Company with the following information which is needed by Company in order to identify the source of certain emergency calls:
 - 2.3.1.B.1. PBX Information. Customer shall provide Company with detailed information related to multi-location private branch exchanges ("PBX") and one Customer PBXs operating within the Customer's premises or otherwise connected to Company's telecommunication service through Customer. Such information shall include the End-User addresses corresponding to all telephone lines operating through the PBX and such other information, as requested by Company, which will enable Company to determine, in the event of an emergency 911 call routed through a PBX, the physical location from which the call was made. Customer shall continually update this information and shall immediately notify Company of any changes related to this information. Customer shall indemnify and hold Company harmless from any and all losses, damages, costs, expenses, claims, or liabilities resulting from the Customer's failure to immediately provide or update this information to Company, including, but not limited to, any and all losses, costs, expenses, claims, liabilities or damages, including third party claims, related to the failure to respond to an emergency 911 telephone call.

Issued By: David Beier
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64 North Clark Street
Sullivan, MO 63080

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SECTION 2 - REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (cont'd)

2.3.1.B (cont'd)

2.3.1.B.2. Automatic Number Identification. In addition to providing the information requested in Subsection 2.3.1.B.1. above, Customer shall provide and continually update Company with the correct true automatic number identification (ANI) for each telephone line operating through a PBX on Customer's premises or otherwise connected to Company's telecommunication service(s) through Customer. Customer recognizes that it may be necessary to purchase and install additional equipment in order to provide the ANI information and that Customer is solely responsible for all costs and expenses related to this equipment. Customer shall indemnify and hold Company harmless from any and all losses, damages, costs, expenses, claims, or liabilities arising from the Customer's failure to immediately provide or update this information to Company, including, but not limited to, any and all losses, damages, costs, expenses, liabilities or claims, including third party claims, related to the failure to respond to an emergency 911 phone call;

2.3.1.C. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the non-compliance by the customer, with these regulations; or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

2.3.1.D. providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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64 North Clark Street
Sullivan, MO 63080

SECTION 2 - REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (cont'd)

- 2.3.1.E. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described above in 2.3.1.D. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the customer to demonstrate its compliance with this section prior to accepting an order for service;
- 2.3.1.F. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- 2.3.1.G. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the right-of-way for which Customer is responsible under Section 2.3.1.E.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

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64 North Clark Street
Sullivan, MO 63080

SECTION 2 - REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (cont'd)

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

2.3.2 Liability of the Customer

- 2.3.2.A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.3.2.B. To the extent caused by any negligent or intentional act of the Customer as described in Section 2.3.2.A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, or interference to, or other defect in any service provided by the Company to such third party.

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64 North Clark Street
Sullivan, MO 63080

SECTION 2 - REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Liability of the Customer (cont'd)

2.3.2.C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

2.4 Payment Arrangements

2.4.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

2.4.2 Deposits:

2.4.2.A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be required if the Customer's financial condition is not acceptable to the Company or cannot be ascertained from general accepted credit reporting sources. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. All deposits will be handled in accordance with the provisions of Commission Rules.

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64 North Clark Street
Sullivan, MO 63080

SECTION 2 - REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.2 Deposits: (cont'd)

- 2.4.2.B. A deposit may be required in addition to an advance payment.
- 2.4.2.C. If service is discontinued prior to twelve consecutive months of payment by the Customer, the Company shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company, within 45 days from the date of termination. Before the service or facility is discontinued, the Company, may at its option, return the deposit or credit to the Customer's account
- 2.4.2.D. Deposits will accrue interest at the rate specified by the Commission.
- 2.4.2.E. When a deposit is to be returned, the customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

2.4.3 Payment for Service

- 2.4.3.A. The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.
- 2.4.3.B. The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Illinois gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions. Certain telecommunications services, as defined in the Illinois Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Illinois, or both, and are charged to a subscriber's telephone number or account in Illinois.

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64 North Clark Street
Sullivan, MO 63080

SECTION 2 - REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.3 Payment for Service (cont'd)

2.4.3.B. (cont'd)

Taxes and fees include, but are not limited to: Universal Service Fee, Federal Excise Tax, State Sales Tax, Municipal Tax and Gross Receipts Tax. Unless otherwise specified in this Tariff, such taxes, fees and surcharges are in addition to rates as quoted in this Tariff and will be itemized separately on Customer invoices.

2.4.3.C. Non-recurring charges are due and payable within twenty-one (21) days after the date the invoice is mailed to the Customer by the Company. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within twenty-one (21) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.

2.4.3.D. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

2.4.3.E. If any portion of the payment is not received by the Company within twenty-one (21) days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5 % per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

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64 North Clark Street
Sullivan, MO 63080

SECTION 2 - REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.3 Payment for Service (cont'd)

2.4.3.F. In the event that a Customer pays a bill as submitted by a telephone company and the bill is later found to be incorrect due to an error either in charging more than the published rate, in measuring the quantity or volume of service provided, or in charging for the incorrect class of service, the utility shall refund the overcharge with interest from the date of overpayment by the Customer.

The rate of interest shall be the rate as established by the Commission to be paid on deposits. The refund shall be accomplished by a credit on a subsequent bill for telephone service, or by check if the account is final, or if so requested by the Customer.

2.4.3.G. The Customer should notify the Company of any disputed items on an invoice within twenty-one (21) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Illinois Commerce Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Illinois Commerce Commission
527 East Capital Avenue
Springfield, Illinois 62701

2.4.3.H. If service is disconnected by the Company, in accordance with Section 2.4.4 following, and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company, in accordance with this Tariff, and later restored, restoration of service will be subject to restoration of service charges as specified in this Tariff.

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64 North Clark Street
Sullivan, MO 63080

SECTION 2 - REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.4 Denial or Termination of Service

2.4.4.A. The Company may deny or terminate any or all local service at one or more or all of the same Customer's premises for the following reasons:

2.4.4.A.1. Abandonment of the service;

2.4.4.A.2. abuse or fraudulent use of service (see Section 2.4.4.D.);

2.4.4.A.3. any other violation of the regulations of the Company on file with the Commission;

2.4.4.A.4. upon objection to the continuance of service made by or on behalf of any governmental authority;

2.4.4.A.5. for failure to make or increase a deposit pursuant to 83 Ill. Adm. Code 735.90, 735.110, and 735.120;

2.4.4.A.6. for failure to pay a past due bill owed to the Company, including one for the same class of service furnished to the applicant or Customer at the same or another location, or where the applicant or Customer voluntarily assumed, in writing, responsibility for the bills of another applicant or Customer. For purposes of this subsection, the Company may discontinue service if the current Customer is liable for a past due bill for telephone service pursuant to Section 15 of the rights of Married Persons Act (750 ILCS 65/15), unless the Customer, at the option of the Company, pays any past due bill and/or provides a deposit pursuant to 83 Ill. Adm. Code 735.120 and/or enters into a deferred payment agreement pursuant to 83 Ill. Adm. Code 735.80;

2.4.4.A.7. for failure to provide Company representatives with necessary access to Company-owned service equipment after the Company has made a written request to do so;

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64 North Clark Street
Sullivan, MO 63080

SECTION 2 - REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.4 Denial or Termination of Service (cont'd)

2.4.4.A. (cont'd)

- 2.4.4.A.8. for failure to make payment in accordance with the terms of a deferred payment arrangement;
- 2.4.4.A.9. 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;
- 2.4.4.A.10. for violation of or noncompliance with a Commission order;
- 2.4.4.A.11. for violation of or noncompliance with municipal ordinances and/or laws pertaining to service.
- 2.4.4.B. Subsequent to the completion of an order to discontinue local service, it will be re-established only upon the basis of a new service application.
- 2.4.4.C. In addition to termination of local service for the above reasons, the nonpayment of toll charges may result in the disconnection of toll service.
 - 2.4.4.C.1. The Company may disconnect the toll service of a Customer who fails to pay charges for toll service provided by the Company.
 - 2.4.4.C.2. Disconnection of a Customer's local exchange service or toll service for nonpayment of charges shall be made in accordance with the rules as specified in this .
 - 2.4.4.C.3. The Telephone Company shall apportion partial payments to regulated local service charges first, then toll charges before applying payments to charges for all other services.

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64 North Clark Street
Sullivan, MO 63080

SECTION 2 - REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.4 Denial or Termination of Service (cont'd)

2.4.4.C. (cont'd)

2.4.4.C.4. The Company shall respond promptly to Customer inquiries pertaining to charges for IXC toll services, either by handling the inquiry itself, or referring it to the IXC, depending on the nature of the Customer's inquiry.

2.4.4.C.5. When service is restored after temporary denial, the Company will make a pro rata allowance at the schedule rate for the service denied, beginning with the day following the denial. However, when the service is restored on the same day as the denial, no credit will be given.

2.4.4.D. Abuse or fraudulent use includes, but is not limited to:

2.4.4.D.1. the use of service or facilities of the Telephone Company for a call or calls anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another;

2.4.4.D.2. the use of profane or obscene language;

2.4.4.D.3. the impersonation of another with fraudulent intent;

2.4.4.D.4. the use of the service in such a manner as to interfere with the service of others or to prevent others from making or receiving calls over their telephone service;

2.4.4.D.5. the use of the service for any purpose other than as a means of communication;

2.4.4.D.6. the use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without the payment of the applicable local message charge or message toll charge; and

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64 North Clark Street
Sullivan, MO 63080

SECTION 2 - REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.5 Discontinuance and Restoral Procedures

- 2.4.5.A. The Company may discontinue service to a Customer after it has mailed or delivered by other means a written notice of discontinuance. Service shall not be discontinued until at least five (5) days after delivery of this notice or eight (8) days after the postmark date on a mailed notice. The notice of discontinuance shall be delivered separately from any other written matter or bill.
- 2.4.5.B. Notice of discontinuance shall be mailed the day following the due date shown on the bill. A late notice will be printed after 5 pm CST on the 21st and mailed the next day.
- 2.4.5.C. Said notice shall remain in effect for twenty (20) days beyond the date of discontinuance shown on the notice. The Company shall not discontinue service beyond the twenty (20) day period until at least five (5) days after delivery of a new written notice of discontinuance or eight (8) days after the postmark on a mailed notice.
- 2.4.5.D. In addition to the written notice, the company shall attempt to advise the Customer when service is scheduled for discontinuance.
- 2.4.5.E. Timing of Discontinuance- Service shall not be discontinued for a past due bill after twelve (12) noon on a day before or on any Saturday, Sunday, legal holiday recognized by the State of Illinois, or any day when the Company's business offices are not open for business.
- 2.4.5.F. Discontinuance and Restoral Information – Service shall not be disconnected, and shall be restored if disconnected where a present Customer who is indebted to the Company enters into a payment arrangement pursuant to 83 Ill. Adm. Code 735.80, and complies with the terms thereof.
- 2.4.5.G. Service shall not be discontinued, and shall be restored if discontinued, for any reason which is the subject of a dispute or complaint pursuant to 83 Ill. Adm. Code 735.190 and/or 83 Ill. Adm. Code 735.200 while such dispute or complaint is pending and the complainant has complied with the provisions of the Administrative Code.

Issued By: David Beier
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64 North Clark Street
Sullivan, MO 63080

SECTION 2 - REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.5 Discontinuance and Restoral Procedures (cont'd)

2.4.5.H. Service shall not be discontinued, and shall be restored if discontinued, for an amount due the company which has not been included in a discontinuance notice.

2.4.5.I. Nothing in this Section shall be construed to prevent immediate discontinuance of service without notice or the refusal of service for reasons of public safety or health.

2.5 Allowances for Interruptions in Service

2.5.1 General

2.5.1.A. A credit allowance will be given when service is interrupted, except as specified in Section 2.5.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.

2.5.1.B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

2.5.1.C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility, or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

Issued By: David Beier
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64 North Clark Street
Sullivan, MO 63080

SECTION 2 - REGULATIONS (Cont'd)

2.5 Allowances for Interruption in Service (Cont'd)

2.5.1 General (cont'd)

- 2.5.1.D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- 2.5.1.E. A credit allowance will be given for interruptions of 24 hours or more. For calculating credit allowances, every month is considered to have thirty (30) days. Credit allowances shall comport Commission guidelines.

2.5.2 Limitations of Allowances

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

- 2.5.2.A. Due to the negligence of or noncompliance with the provisions of this Tariff by the Customer, Authorized User, or Joint-User;
- 2.5.2.B. Due to the negligence of any person, including but not limited to the Customer, but not including the Company, its agent, or its underlying carrier;
- 2.5.2.C. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- 2.5.2.D. Occurs as a result of acts of God, military action, wars, insurrections, riots, or strikes;
- 2.5.2.E. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- 2.5.2.F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements.

Issued By: David Beier
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64 North Clark Street
Sullivan, MO 63080

SECTION 2 - REGULATIONS (Cont'd)

2.5 Allowances for Interruption in Service (Cont'd)

2.5.3 Use of Alternative Service Provided by the Company:

Where the Company bears no liability for the interruption and the Customer elects to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the applicable Tariff rates and charges for the alternative services used.

Issued By: David Beier
Fidelity Communication Services III, Inc.
64 North Clark Street
Sullivan, MO 63080

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SECTION 2 - REGULATIONS (Cont'd)

2.6 Cancellation of Service/Termination Liability

2.6.1 Cancellation of Service

If a Customer cancels a service order or terminates services before the completion of the term for any reason (i) other than a service interruption (as defined in Section 2.5) or (ii) where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to the Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.4.

2.6.2 Termination Liability

2.6.2.A. Customer's termination liability for cancellation of service shall be equal to:

2.6.2.A.1. All unpaid non-recurring charges for costs reasonably expended by the Company to establish service to the Customer that are subject to deferred payment arrangements, plus;

2.6.2.A.2. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;

2.6.2.A.3. The difference between the total actual monthly recurring charges to Customer for the Service during the entire time the Service was provided to Customer and the total monthly recurring charges which Customer would have paid or which Customer would have been required to pay if the Service had been based on a month to month term using the Company's most recent Tariff prices at the time of cancellation.

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64 North Clark Street
Sullivan, MO 63080

SECTION 2 - REGULATIONS (Cont'd)

2.6 Cancellation of Service/Termination Liability (Cont'd)

2.6.2 Termination Liability (cont'd)

- 2.6.2.B. Either party shall have the right to cancel services without liability if Company is prohibited from furnishing the Service or if any material rate or term contained herein is substantially changed by order of the Commission, the Federal Communications Commissions, or highest court of competent jurisdiction to which the matter is appealed, or other local, state or federal government authority.

2.7 Customer Liability for Fraud and Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this Tariff.

2.8 Return Check Charge

A service charge equal to \$25.00 will be assessed in accordance with Illinois law for all checks or other payment type submitted by the Customer to the Company and returned or dishonored by a bank or other financial institution for: insufficient funds or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

Issued By: David Beier
Fidelity Communication Services III, Inc.
64 North Clark Street
Sullivan, MO 63080

SECTION 2 - REGULATIONS (Cont'd)

2.9 Service Guarantees

2.9.1 Service Installation Guarantees and Credits

The Company will install service and provide service guarantees in accordance with 83 Ill. Adm. Code Section 732.

- 2.9.1.A. The Company will provide installation for new service based upon the following intervals:
- 2.9.1.A.1. Service will be installed within five (5) business days after receipt of the order unless the customer requests a later installation date. In that case, the Company will inform the Customer of its duty to install service within five (5) days.
- 2.9.1.A.2. The company offering basic local exchange service utilizing the network or network elements of another carrier must install new lines for basic local exchange service within three (3) business days of the line or lines being provisioned by the carrier whose network elements are being utilized.
- 2.9.1.B. Should the Company fail to meet the Installation Guarantee's identified above, the Customer will receive the following installation credits. Credit will be given on the next monthly billing cycle following the missed Installation Guarantee.
- 2.9.1.B.1. A credit of 50% of the installation charge, or, in the absence of an installation charge or where installation is pursuant to Link-Up, a credit of \$25.00.
- 2.9.1.B.2. A credit of 100% of the installation charge if the Company fails to install service within ten (10) days after the service application is placed, or five (5) business days after the Customer's requested installation date. In the absence of an installation charge or in the case where installation is pursuant to Link-Up, the Company must provide credit of \$50.

Issued By: David Beier
Fidelity Communication Services III, Inc.
64 North Clark Street
Sullivan, MO 63080

SECTION 2 - REGULATIONS (Cont'd)

2.9 Service Guarantees (Cont'd)

2.9.1 Service Installation Guarantees and Credits (cont'd)

2.9.1.B. (cont'd)

2.9.1.B.3. For each day that the failure to install service continues beyond the initial ten (10) days or beyond five (5) business days after the Customer's requested installation date, the Company must provide an additional credit of \$20.00 per day.

2.9.1.B.4. The Company will provide the Customer with a \$25.00 credit, on the Customers next invoice, for any missed installation appointment that requires the Customer to be present. This credit is not applicable if the Company provides the Customer notice of its inability to keep the appointment no later than 8 p.m. of the day prior to the scheduled date of the appointment.

2.9.2 Service Repair Guarantees and Credits

The Company will provide Customer Service Visit Guarantees in accordance with 83 Ill. Adm. Code Section 732.

2.9.2.A. The Company will provide repair service visits upon the following intervals:

2.9.2.A.1. Service must be restored within thirty (30) hours of receiving notice that a Customer is out of service, including those service disruptions that occur when a Customer switches existing basic local exchange service from another carrier to the Company.

2.9.2.A.2. All repair appointments must be kept when a Customer premise visit requires the Customer to be present. If a repair appointment is missed the Customer is entitled to the Credit described in Section 2.9.2.B. below. The Company must inform the Customer when a repair or installation appointment requires the Customer to be present, prior to scheduling the appointment.

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SECTION 2 - REGULATIONS (Cont'd)

2.9 Service Guarantees (Cont'd)

2.9.2 Service Repair Guarantees and Credits (cont'd)

2.9.2.B. Should the Company fail to meet the Repair Service Guarantee for service visits that require the Customer to be present, the Customer will receive the following credit. Credit will be given on the next monthly billing cycle following the missed Repair Service Guarantee.

2.9.2.B.1 The Company will provide the Customer with a \$25.00 credit, on the Customers next invoice, for any missed repair appointment that requires the Customer to be present. This credit is not applicable if the Company provides the Customer notice of its inability to keep the appointment no later than 8 p.m. of the day prior to the scheduled date of the appointment.

2.9.3 Credit Non-Applicability

2.9.3.A. Credits required by this Section do not apply if the violation of a service quality standard:

- occurs as a result of a negligent or willful act on the part of the Customer;
- occurs as a result of a malfunction of Customer-owned telephone equipment or inside wiring;
- occurs as a result of, or is extended by, an emergency situation;
- is extended by the Company's inability to gain access to the Customer's premise due to the Customer missing an appointment, provided that the violation is not further extended by the Company;

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SECTION 2 - REGULATIONS (Cont'd)

2.9 Service Guarantees (Cont'd)

2.9.3 Credit Non-Applicability (cont'd)

2.9.3.A. (cont'd)

- occurs as a result of a Customer request to change the scheduled appointment, provided that the violation is not further extended by the Company;
- occurs as a result of the Company's right to refuse service to a Customer as provided in 83 Ill. Adm. Code 735; or
- 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 the Company is not currently offering service, or there are insufficient facilities to meet the Customer's request for service, subject to the Company's obligation for reasonable facilities planning.

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SECTION 2 - REGULATIONS (Cont'd)

2.10 Notices and Communications

2.10.1 General

- 2.10.1.A. The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.10.1.B. The Company shall designate on the Service Order and address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.10.1.C. All notices or other communications required to be given pursuant to this Tariff will be in writing. Notices and other communications of either party, and bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.10.1.D. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice sent forth herein.
- 2.10.1.E. Subscriber bills will contain all of the information required by the Commission and Federal "Truth in Billing" regulations.

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SECTION 2 - REGULATIONS (Cont'd)

2.11 Universal Emergency Number Service 9-1-1

Where requested by local government authorities, and subject to the availability of facilities, the Company will provide a universal number "911" dialing to its Customers for simplified emergency access police, fire and other emergency services. 911 calls will be routed for answering to a Public Safety Answering Point (PSAP) as designated by the local government unit authorized to establish and operate such systems. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the local government unit or its designee to answer and respond to such calls.

The 911 Calling Party, by calling 911 Service, gives consent for the Company to provide 911 information consisting of the name, address, telephone number, and other calling party information when available, to Law Enforcement Agencies and other emergency service providers on a call-by-call basis for the purpose of enabling those agencies or service providers to respond to emergency calls for assistance. Database inquiries for 911 information consisting of name, address, telephone number and other information when available, will only be allowed for purposes of dispatching or responding to 911 emergency calls or integrity verification as prescribed by the applicable state codes, rules or legislation.

Customers with Unlisted or Non-published numbers as well as those Customers who have been requested per line blocking forfeits the privacy afforded by these services on calls made to 911.

The provision of 911 Service by the Company shall not be interpreted, construed, or regarded as being for the benefit or creating any Company obligation, either express or implied, toward any third person or legal entity other than the Customer. The Company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this Tariff by statute.

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SECTION 2 - REGULATIONS (Cont'd)

2.12 Telephone Assistance Programs

2.12.1 General

Low income assistance will be offered by the Company when residential local exchange service is available as a stand-alone offering in this Tariff. 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 program(s) (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)
- (f) National School Lunch Program's free lunch program
- (g) Temporary Assistance to Needy Families (TANF)

- 2.12.1.A. The low-income programs are funded through voluntary contributions from Illinois customers.
- 2.12.1.B. The 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.
- 2.12.1.C. The low-income assistance shall be available to only one access line per low-income household.

2.12.2 Supplemental Link-Up Assistance

A one-time credit of up to \$ 5.00, not to exceed 50% of the connection charge, (R) will be applied to each new eligible Customer.

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SECTION 2 - REGULATIONS (Cont'd)

2.12 Telephone Assistance Programs (Cont'd)

2.12.3 Reserved for Future Use

(D)

2.12.4 Voluntary Contributions

2.12.4.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 monthly bill. The voluntary contribution shall not reduce the Customer's total monthly bill amount due the Company for telephone services or other charges.

2.12.4.A.1. Residential Customers may elect to contribute:

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

2.12.4.A.2. Business Customers may elect to contribute:

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

2.12.4.B. Customers may elect to discontinue or change the amount of monthly contribution on their bill at any time providing at least thirty (30) days notice to the Company.

2.12.4.C. Failure by the Customer in any month to remit the entire billed amount shall reduce the UTSAP contribution accordingly.

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SECTION 2 - REGULATIONS (Cont'd)

2.13 Telecommunications Relay Service

- 2.13.1. Fidelity Communication Services III, Inc. concurs in the Rates, Rules and Regulations governing: (1) Intrastate Telecommunications Provisions for the Hearing- and-Voice Impaired as filed by the Illinois Telecommunications Access Corporation in its I.C.C. No. 1 Tariff; (2) Intrastate Telecommunications Provisions for the Deaf and Severely Hearing-Impaired for Telecommunications Relay Service as filed by the Illinois Telecommunications Access Corporation in its I.C.C. No. 2 Tariff.
- 2.13.2. Fidelity Communication Services III, Inc. extends this concurrence to any and all changes which may be made subsequent to this date by the Illinois Telecommunications Corporation in its I.C.C. No. 1 and I.C.C. No. 2 Tariffs.
- 2.13.3. Fidelity Communication Services III, Inc. hereby expressly reserves the right to cancel and make void this statement of concurrence at any time.
- 2.13.4. ITAC Supplemental Charge

Pursuant to the Order dated May 13, 2009, of the Illinois Commerce Commission in Docket No. 09-0182, the company will impose a supplemental charge of eight (8) cents per month per line for all subscriber lines other than Centrex-type lines and PBX lines, and charge a charge of one point six (1.6) cents for each Centrex-type line, and a charge of forty (40) cents per PBX trunk.

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64 North Clark Street
Sullivan, MO 63080

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SECTION 2 - REGULATIONS (Cont'd)

2.14 Digital Divide Elimination Fund

Digital Divide Elimination fund is created as a special fund in the state Treasury to foster elimination of the Digital Divide. All monies in the Fund will be collected by the company and reposted to the Department of commerce and Community Affairs, who will issue grants to the various communities based upon their needs.

- 2.14.1. Customers wishing to participate in the funding of the Program may do so by electing to contribute, on a on a monthly basis, a fixed amount to be included by the Company on the Customer's monthly bill. The voluntary contribution shall not reduce the Customer's total monthly bill amount due the Company for telephone services or other charges.
- 2.14.2. This contribution will be a line item on the bill and identified as the Digital Divide Fund.
- 2.14.3. Customers may elect to contribute \$ 0.50, \$ 1.00, \$ 2.00, \$ 5.00, \$ 10.00, \$ 15.00, or \$ 25.00 per month per line.
- 2.14.4. Customers may elect to discontinue or change the amount of monthly contribution on their bill at any time providing at least thirty (30) days notice to the Company.
- 2.14.5. Failure by the Customer in any month to remit the entire billed amount shall reduce the contribution accordingly.

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SECTION 3 - SERVICE DESCRIPTIONS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in the exchanges and local calling areas currently served by the following incumbent LECs and other Local Exchange Companies that serve the same exchanges.

- 1) Frontier Communications

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Sullivan, MO 63080

Issue Date: May 23, 2011

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.2 Service Offerings

The Company's Local Telephone Service provides a Customer with the ability to:

- place or receive calls to any calling Station in the Customer's local calling area, as defined herein;
- access enhanced Universal Emergency Number 911 Service where available;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services;
- access Directory Assistance;
- place or receive calls to 800/888 telephone numbers; and
- access Telecommunications Relay Service.

The following Company Services for residence/business Customers are offered in this Tariff:

Residential Packaged Plans and business Packaged Plans
Residential and Business Local Service
Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI)
Directory Assistance
Non Published Service
Blocking/Unblocking
Service Order and Service Change Charges
Directory Listings
Emergency Services Calling
Main Number Retention

All services offered in this Tariff are subject to service order and service change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges.

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.2 Service Offerings (Cont'd)

3.2.1 Residential Packaged Plans

The Company's Residential Packaged Plan includes provision of local dial tone service with unlimited local calling and other services as listed in Section 3.2.10.A.

3.2.2 Business Packaged Plan

The Company's Business Local Service includes provision of local dial tone service with unlimited local calling and other services as listed in Section 3.2.10.B.

3.2.3 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI)

Integrated Services Digital Network (ISDN) is a set of transmission protocols that provides end-to-end digital connectivity and integration of voice, data and video, on a single Customer loop to support a wide variety of services via the public switched network. The Primary Rate Interface (PRI) consists of a 23B+D configuration with 23 64Kbps Bearer (B) digital channels and 1 64Kbps Data (D) digital channel.

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64 North Clark Street
Sullivan, MO 63080

Issue Date: May 23, 2011

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.2 Service Offerings (Cont'd)

3.2.4 Directory Assistance

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

3.2.5 Main Number Retention (Number Portability)

Main Number Retention is an optional feature by which a Customer, who was formally a Customer of another certified local exchange carrier at the same premises location, may retain its main telephone numbers and main fax numbers for use with the Company-provided Exchange Services. Main Number Retention service is only available in areas where the Company maintains some form of number retention arrangement with the Customer's former local exchange carrier.

3.2.6 Non Published Service

This service provides for suppression of printed and recorded directory listings.

3.2.7 Blocking Services

This service is a feature that permits customers to restrict access from their telephone to various discretionary services. The Company will offer one time free set up for blocking of all 900 and 900-type services. Subscribers will be given the option for blocking at the time their service is established. The Company will require written requests for unblocking. This service has no monthly or recurring charge.

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64 North Clark Street
Sullivan, MO 63080

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.2 Service Offerings (Cont'd)

3.2.8 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for resolving troubles reported by the Customer and the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

3.2.9 Directory Listings

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

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64 North Clark Street
Sullivan, MO 63080

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.2 Service Offerings (Cont'd)

3.2.10 Fidelity Package Plan Services

The Company offers packaged plans to residence and business Customers. The plans are available on a flat-rate monthly basis as follows:

3.2.10.A Residential Package Plan I \$ 29.95

The Residential Plan I includes the following service components as standard:

- Basic Dial Tone
- Unlimited Local Calling
- Unlimited Direct-Dialed Domestic U.S. (48 States) Long Distance *
- Residential Enhanced Digital Voice Feature Pack#

3.2.10.B Residential Package Plan II \$ 22.95

The Residential Plan II includes the following service components as standard:

- Basic Dial Tone
- Unlimited Local Calling
- Residential Enhanced Digital Voice Feature Pack#

* The Commission does not regulate Interstate Long Distance Minutes. Rates for Long Distance Minutes are priced separately outside of this Tariff and are included in this Tariff only for informational purposes as part of the terms and conditions for the Service Plans.

Residential Enhanced Digital Voice Feature Pack includes Annoyance/Malicious Call Trace (\$8.00 additional charge applies for a successful activation), Basic Call Logs, Call Forwarding Always, Call Forwarding Busy, Call Forwarding No Answer, Call Return, Call Waiting, Caller Line ID Delivery Blocking, CommPilot Call Manager, Customer Originated Trace, Do Not Disturb, External Calling Line ID Delivery, Flash Call Hold, Intercept User, Internal Calling Line ID Delivery, Last Number Redial, Outgoing Calling Plan, Priority Alert, Speed Dial 100, Three-Way Calling.

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Fidelity Communication Services III, Inc.
64 North Clark Street
Sullivan, MO 63080

Issue Date: May 23, 2011

Effective Date: May 26, 2011

SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.2 Service Offerings (Cont'd)

3.2.10 Fidelity Package Plan Services (cont'd.)

3.2.10.C Business Package Plan I \$ 34.95

The Business Package Plan I includes the following service components as standard:

- Basic Dial Tone
- Unlimited Local Calling
- Business Enhanced Digital Voice Feature Pack#

3.2.10.D Business Package Plan II \$ 54.95

The Business Package Plan II includes the following service components as standard:

- Basic Dial Tone
- Unlimited Local Calling
- Unlimited Direct-Dialed Domestic U.S. (48 States) Long Distance *
- Business Enhanced Digital Voice Feature Pack#

* The Commission does not regulate Interstate Long Distance Minutes. Rates for Long Distance Minutes are priced separately outside of this Tariff and are included in this Tariff only for informational purposes as part of the terms and conditions for the Service Plans.

Business Enhanced Digital Voice Feature Pack includes Account/Authorization Codes, Anonymous Call Rejection, Basic Call Logs, Call Forwarding Always, Call Forwarding Busy, Call Forwarding No Answer, Call Park, Call Pick Up, Call Return, Call Transfer, Call Waiting, Caller Line ID Delivery Blocking, CommPilot Call Manager, Customer Originated Trace, Do Not Disturb, External Calling Line ID Delivery, Flash Call Hold, Instant Group Call, Intercept User, Internal Calling Line ID Delivery, Last Number Redial, Outgoing Calling Plan, Priority Alert, Speed Dial 100, Three-Way Call.

Issued By: David Beier
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64 North Clark Street
Sullivan, MO 63080

Issue Date: May 23, 2011

Effective Date: May 26, 2011

SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.2 Service Offerings (Cont'd)

3.2.10 Fidelity Package Plan Services (cont'd.)

3.2.10.E Business Package Plan III \$ 20.99

The Business Package Plan III includes the following service components as standard:

- PBX/POTS Line
- Unlimited Local Calling
- Basic Dial Tone
- Business Enhanced Digital Voice Feature Pack#

3.2.10.F Business Package Plan IV \$ 19.95

The Business Package Plan IV includes the following service components as standard:

- Dedicated Elevator Line
- Unlimited Local Calling
- Basic Dial Tone

Business Enhanced Digital Voice Feature Pack includes Account/Authorization Codes, Anonymous Call Rejection, Basic Call Logs, Call Forwarding Always, Call Forwarding Busy, Call Forwarding No Answer, Call Park, Call Pick Up, Call Return, Call Transfer, Call Waiting, Caller Line ID Delivery Blocking, CommPilot Call Manager, Customer Originated Trace, Do Not Disturb, External Calling Line ID Delivery, Flash Call Hold, Instant Group Call, Intercept User, Internal Calling Line ID Delivery, Last Number Redial, Outgoing Calling Plan, Priority Alert, Speed Dial 100, Three-Way Call.

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64 North Clark Street
Sullivan, MO 63080

Issue Date: May 23, 2011

Effective Date: May 26, 2011

SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.2 Service Offerings (Cont'd)

3.2.10 Fidelity Package Plan Services (cont'd.)

3.2.10.G Business Package Plan V \$ 24.95

The Business Package Plan V includes the following service components as standard:

- Dedicated Fax and/or Credit Card Line
- Unlimited Local Calling
- Basic Dial Tone
- Unlimited Direct-Dialed Domestic U.S. (48 States) Long Distance *

* The Commission does not regulate Interstate Long Distance Minutes. Rates for Long Distance Minutes are priced separately outside of this Tariff and are included in this Tariff only for informational purposes as part of the terms and conditions for the Service Plans.

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64 North Clark Street
Sullivan, MO 63080

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.3 Service Rates and Charges

3.3.1 Local Exchange Service – Rates and Charges

A Local Exchange Service Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges as specified in Section 3.

3.3.1.A Non-Recurring Charges

<u>Service</u>	<u>Residence</u>	<u>Business</u>
Return Check Fee	\$ 25.00	\$ 25.00
Service Connection Charge, per line	\$ 0	\$ 0
Reconnection Charge	\$ 20.00	\$ 20.00
Move Change Charge, Additional	\$ 5.00	\$ 5.00
Presubscription Change		
• 1 st line	\$ 5.00	\$ 5.00
• -- additional lines per order	\$ 1.50	\$ 1.50
Install 900 Block	\$ 5.00	\$ 5.00
Telephone Number Retention, per line		
Number Port Residential	\$ 30.00	Nonrecurring
Number Port 24 Month Term Residential	\$ 1.50	Monthly
Number Port 1-10 Line Business	\$ 30.00	Nonrecurring
Number Port 11-50 Line Business	\$ 20.00	Nonrecurring
Number Port 51+ Line Business	\$ 10.00	Nonrecurring
Number Port 11-50 Line Business 24 Month Term	\$ 1.00	Monthly
Number Port 51+ Line Business 24 Month Term	\$ 0.50	Monthly

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.3 Service Rates and Charges (Cont'd)

3.3.1 Local Exchange Service – Rates and Charges (cont'd)

3.3.1.B Monthly Recurring Charges

Series Completion Group (Trunk Hunting)	\$ 2.00
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Issued By: David Beier
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64 North Clark Street
Sullivan, MO 63080

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.3 Service Rates and Charges (Cont'd)

3.3.2 Directory Assistance

A Customer may obtain Local Directory Assistance (DA) in determining telephone numbers within its local calling area by calling the Directory Assistance operator. The Customer may request a maximum of two telephone numbers per call to Directory Assistance service without additional charges. Directory Assistance includes the option for call completion to the requested number at an additional charge as specified below. The Call Completion option provides, when selected by the Customer, for the automatic dialing of the requested number.

Each call to Directory Assistance will be charged as follows:

	<u>Max. Rate</u>
Per Call	\$ 1.20
Call Completion Charge	\$ 1.10
Operator Services	\$ 1.50

A credit will be given for calls to Directory Assistance as follows:

- The Customer experiences poor transmission or is cut-off during the call; or
- The Customer is given an incorrect telephone number

To obtain such a credit, the Customer must notify Company's Customer Service representative.

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64 North Clark Street
Sullivan, MO 63080

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.3 Service Rates and Charges (Cont'd)

3.3.3 RESERVED FOR FUTURE USE

Issued By: David Beier
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64 North Clark Street
Sullivan, MO 63080

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.3 Service Rates and Charges (Cont'd)

3.3.4 Directory Listings

The Company shall provide a single directory listing, termed the primary listing, in the telephone directory published by the local exchange provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listing of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for an additional monthly recurring charge per listing.

- 3.3.4.A. The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. When more than one line is required to properly list the Customer, no additional charge is made.
- 3.3.4.B. The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, contains obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonable necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing, which is found to be in violation of its rules with respect thereto.
- 3.3.4.C. Each listing must be designated Government, Business, or Residence to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listing in the Residential Section. The Company, upon notification to the Customer, will withdraw any listing that is found to be in violation of its rules with respect thereto.

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Sullivan, MO 63080

SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.3 Service Rates and Charges (Cont'd)

3.3.4 Directory Listings, (cont'd)

- 3.3.4.D. In order for listing to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- 3.3.4.E. Directory listings are provided in connection with each Customer service as specified herein.
- 3.3.4.E.1 Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. The listing is provided at no additional charge.
- 3.3.4.E.2. Additional Listings: In connection with local exchange service, additional listings are available only in the name of Authorized Users of the Customer's service, as defined herein. Rates for additional listings are specified in Section 3.3.4.E.8 and 3.3.4.E.9.
- 3.3.4.E.3. Nonpublished Listings: Listings that are not printed in directories or available from Directory Assistance. A Nonpublished Telephone Service will be furnished, at the Customer's request providing the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.1.4. Rates for Nonpublished Listings are specified in Sections 3.3.4.E.8 and 3.3.4.E.9.

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64 North Clark Street
Sullivan, MO 63080

SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.3 Service Rates and Charges (Cont'd)

3.3.4 Directory Listings, (cont'd)

3.3.4.E. (cont'd)

3.3.4.E.4. Nonlisted Numbers: A Nonlisted number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records will be given to any calling party. Rates for Nonlisted Numbers are specified in Sections 3.4.5.8 and 3.4.5.9.

3.3.4.E.5. Foreign Listings: Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariffed published by the specific exchange carrier providing the Foreign Listings.

3.3.4.E.6. Alternate Call Listings: Where available, a listing that references a telephone number that is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls.

3.3.4.E.7. Reference Listing: A listing including additional telephone numbers of the same or another Customer to be called in the event there is not an answer from the Customer's telephone. Charges for reference listings are specified in Section 3.3.4.E.8 and 3.3.4.E.9.

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64 North Clark Street
Sullivan, MO 63080

SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.3 Service Rates and Charges (Cont'd)

3.3.4 Directory Listings, (cont'd)

3.3.4.E. (cont'd)

3.3.4.E.8. Recurring Charges: Monthly Recurring Charges associated with Directory Listings are as follows:

	<u>Per Listing or Per Number Charge</u>
Primary Listing	N/C
Additional Listing	\$ 3.00
Foreign, Alternate, and Reference Listings	\$ 3.00
Non-Listed Number	\$ 3.00
Non-Published Number	\$ 3.00

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64 North Clark Street
Sullivan, MO 63080

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.3 Service Rates and Charges (Cont'd)

3.3.5 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) Charges:

ISDN Direct is a local exchange telecommunications service that provides Customer access to Circuit Switched Voice, Circuit Switched Data, and Packet Switched Data Services. ISDN Direct consists of a Network Access Line, an ISDN Direct CO Termination, and individual ISDN Direct services. Individual ISDN Direct services require the use of the Network Access Line and the Direct CO Termination components. Each ISDN Direct "B" and "D" channel service includes one telephone number. ISDN Direct utilizes a basic rate interface which consists of two B channels operating at 64 Kbps and one D channel operating at 16 Kbps. A maximum of 8 services are permitted per ISDN Direct service, including a maximum of two B channel services. A variety of standard and optional features and capabilities are offered.

The availability and functions of the features may vary by serving central office. Service is offered on an Individual Case Basis.

3.3.5.A. Non-Recurring

Order Charge	Reserved for Future Use
Service Change Charge	
PRI Reconfiguration Charge	
Change in D Channel Configuration	

3.3.5.B. Monthly Recurring

<u>Standard Pricing Components</u>	
PRI Arrangement (23B + D)	Reserved for Future Use
PRI Arrangement (24B)	

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.3 Service Rates and Charges (Cont'd)

3.3.6 Individual Case Basis (ICB) Arrangements

General Description: Specialized Service or Arrangements are those, which are not offered under other sections of this Tariff. Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer. The facilities utilized to provide these services are of a type normally used by the Company in furnishing its other services and shall be comparable with other Company services, and its engineering and maintenance practices. The requested service or arrangement is subject to the availability of the necessary Company personnel and capital resources.

Rate Regulations: Rates quoted in response to requests may be different than those specified for such services in this Tariff. The Customer has one hundred and eighty (180) days after receiving the ICB rates to order the service requested at the quoted rates. ICB arrangements will be reduced to writing in a contract filed with the Commission.

Temporary Promotional Programs: The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers. The Company will notify the Commission prior to the effective date of any promotional offering.

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SECTION 3 - SERVICE DESCRIPTIONS (Cont'd)

3.3 Service Rates and Charges (Cont'd)

3.3.7 Special Promotions

The Carrier may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular Tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's Tariff as an addendum to the Carrier's price lists. All promotions are offered on a non-discriminatory basis.

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SECTION 4 – LONG DISTANCE SERVICES

4.1 General

Long Distance Service is only available in conjunction with local service.

4.2 Rates and Plans*

- 4.2.1 Unlimited Plan – Unlimited Direct Dialed Domestic US (48 States) Long Distance. Available to Residential and Business Customers. All charges are included in the various Package Plans described in Section 3.2.10.
- 4.2.2 Per Minute Plan – For those Residential and Business Package Plans in Section 3.2.10 not including Unlimited Long Distance, all intrastate long distance calls will be billed at \$ 0.06 per minute with no monthly recurring charges.
- 4.2.3 Toll Free Plan – Available to Residential and Business Customers. All intrastate long distance calls will be billed at \$ 0.06 per minute with a \$ 5.00 per month charge.

* The Commission does not regulate Interstate Long Distance Minutes. Rates for Long Distance Minutes are priced separately outside of this Tariff and are included in this Tariff only for informational purposes as part of the terms and conditions for the Service Plans.

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