

ILLINOIS

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF OF

TeleCommunication Systems, Inc.

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by TeleCommunication Systems, Inc. with principal offices at 275 West Street, Annapolis, MD 21401 for services furnished within the State of Illinois. This tariff is on file with the Illinois Commerce Commission and copies may be inspected, during normal business hours, at the Company's principal place of business.

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CHECK SHEET

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (I) Increase in rates
- (D) Decrease in rates
- (N) New rate or regulation
- (O) Omission
- (C) Change in text
- (T) Textual changes

TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially; however, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
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SECTION 1 - DEFINITIONS

9-1-1 - A three-digit telephone number used to report an emergency situation requiring a response by a public agency such as a fire department or police department.

9-1-1 System Provider - means any person, corporation, limited liability company, partnership, sole proprietorship, or entity of any description whatever that acts as a system provider within the meaning of Section 2.18 of the Emergency Telephone System Act.

ALI Database - A system of manual procedures and computer programs used to create, store and update ALI information.

Authorized User - A person, firm or corporation authorized by the Customer to be connected to the service of the Customer. An Authorized User must be specifically named in the application for service.

Automatic Number Identification (ANI) - A type of signaling provided by a Local Exchange Carrier that automatically identifies the local exchange line from which a call originates.

Automatic Location Identification (ALI) - The automatic display, on equipment at the PSAP, of the location of the caller's telephone number, the address for the telephone, including non-listed and non-published numbers and addresses, and other information about the caller's location

SECTION 1 – DEFINITIONS (CONT'D.)

Centralized Automatic Message Accounting (CAMA) Trunk(s) – Analog voice connection(s) [usually a minimum of two] between the PSAP telephone system and carrier's 9-1-1 Central Office transporting a 9-1-1 voice call. With CAMA trunks, the "End User Hold" feature keeps that call activated with the PSAP operator, displaying the calling party number even if the call is disconnected.

Central Office (CO) or End Office (EO) - A switching unit providing telecommunication services to the public, designed for terminating and interconnecting lines and trunks. The term "End Office" and "Central Office" are used interchangeably in this tariff. More than one CO or EO may be located in the same building.

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

Commission – Illinois Commerce Commission.

Company - Whenever used in this tariff, "Company" refers to TeleCommunication Systems, Inc., unless otherwise specified or clearly indicated by the context.

Customer - A person, partnership, firm, municipality, cooperative organization, corporation, or governmental agency furnished communications service by the Company under the provisions and regulations of this tariff and who is responsible for paying the communication service bills and for complying with applicable rules and regulations of the Company.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services. See also Premises, below.

E9-1-1 - Enhanced 9-1-1.

E9-1-1 Call or E9-1-1 Service- A telecommunications service that uses ANI, ALI (including non-listed and non-published numbers and addresses), Selective Routing, and the three-digit number "9-1-1," for a caller wishing to report police, fire, medical, or other emergency situations (as examples) to a PSAP for referral to a public safety agency. As used in this tariff, E9-1-1 does not include discretionary equipment purchased, or contracted for that is not essential to the provision of E9-1-1 service.

SECTION 1 - DEFINITIONS (CONT'D.)

Emergency Service Number (ESN) - An ESN is a number, typically three to five digits in length, that maps to a primary 9-1-1 call handler (usually a PSAP), and a set of emergency service agencies (e.g., law enforcement, fire, emergency medical service) that serve a specific range of addresses within a particular geographical area, or Emergency Service Zone (ESZ).

Emergency Service Query Key (ESQK) - An ESQK is a 10-digit pseudo telephone number (e.g. "pANI") [comparable to an ESRK in wireless]. ESQK records will be populated in the E911 database and Selective Router for use in routing 911 calls to the correct PSAP and for steering ALI queries to the VoIP Provisioning Center to obtain customer registered location information. For VoIP 911, in many locations, the pANI exchange '211' will be used for ESQK assignments similar to '511' for wireless call processing.

End User - The Person or entity that subscribes to (subscriber of record) and/or uses the telecommunications services provided by the Customer.

Facilities – electronics, data equipment, supplemental equipment, apparatus, wiring, cables (outside plant), and/or other material and mechanisms that may be necessary to or furnished in connection with the services of the Company.

SECTION 1 - DEFINITIONS (CONT'D.)

Governing Authority - The governing body of a state, county, city, city, and county, town, of other governing body (e.g., the board of directors of a special district) that oversees the PSAP(s) within the Governing Authority's jurisdiction.

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

Individual Case Basis (ICB) - A service arrangement where the regulations, rates, and charges are developed based on the specific circumstances of the Customer's situation.

Internet Protocol (IP) - A data-oriented protocol used for communicating data across a packet-switched network. IP is a network layer protocol in the Internet Protocol suite and is encapsulated in a data link layer protocol (e.g., Ethernet). MAs a lower layer protocol, IP provides addressing and packet delivery amongst computers.

ITAC Supplemental Charge (Order) - A surcharge collected pursuant to an order of the Illinois Commerce Commission for the support of the telecommunications relay service.

SECTION 1 - DEFINITIONS (CONT'D.)

Local Exchange Carrier (LEC) - Refers to any person, corporation, or entity that pursuant to the statutes and rules of the State of Illinois and the Illinois Commerce Commission is authorized to provide telecommunications Local Exchange Services on a resale or facilities basis.

Local Exchange Service - Refers to local service that allows a subscriber to complete calls through facilities provided for intercommunications to other telephones within a specified area without payment of toll charges. This service also provides access to and from the telecommunication network for long distance calling.

Master Street Address Guide (MSAG) - A database of street names and house number ranges within their associated communities that defines ESZs and associated ESNs to enable proper routing of E9-1-1 calls

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

SECTION 1 - DEFINITIONS (CONT'D.)

Person - Any individual, firm, partnership, co-partnership, limited partnership, joint venture, association, cooperative organization, limited liability corporation, corporation (municipal or private and whether organized for profit or not), governmental agency, state, county, political subdivision, state department, commission, board, or bureau, fraternal organization, nonprofit organization, estate, trust, business or common law trust, receiver, assignee for the benefit of creditors, trustee, or trustee in bankruptcy, or any other service user.

Premises - All the space in the same building that a Customer has the right of occupancy to the exclusion of others or shares the right of occupancy with others; and all space in different buildings on continuous property, provided such buildings are occupied solely by one Customer. Foyers, hallways, and other space provided for the common use of all occupants of a building are considered the premises of the operator of the buildings.

Pseudo Automatic Number Identification (pANI) - A number consisting of the same number of digits as ANI, and used to query routing and ALI databases.

Public Agency - Any state, county, city, city and county, town, municipal corporation, public district, or other public authority located in whole or in part within the state of Illinois that provides or has the authority to provide fire fighting, law enforcement, ambulance, emergency medical, or other emergency services.

Public Emergency - The presence of actual or imminent conditions that are either an immediate danger to the health or safety of people, or a likelihood of severe irreparable damage to property.

Public Safety Answering Point (PSAP) - A facility equipped and staffed to receive 9-1-1 and/or E9-1-1 calls from the 9-1-1 Service Provider(s) and/or Common Carriers, and VoIP Service Providers. PSAPs generally operate under the direction of a Governing Authority and are responsible to direct the disposition of 9-1-1 and E9-1-1 calls.

SECTION 1 - DEFINITIONS (CONT'D.)

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

Selective Routing - The routing of a 9-1-1 call to the proper PSAP based upon the geographic location of the caller. Selective Routing is typically accomplished by mapping the ANI (or ESQK) to an ESN that has been derived based on the caller's location. The ESN maps to a specific routing rule that identifies the PSAP and possible alternative destinations.

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

Service Interruption - The inability to provide call routing information to the Customer due to equipment malfunctions or human errors, or the failure to provide enhanced call data in response to an ALI query.

Service Order Agreement - 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 Agreement form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Subscriber - A person, firm, partnership, corporation, or other entity who orders telecommunications service(s) from a telecommunications services provider.

SECTION 1 - DEFINITIONS (CONT'D.)

Tariff (tariff) – An open agreement between a telecommunications service provider and its customer, filed with a regulating body such as a Public Utilities Commission. A tariff outlines the terms and conditions of providing telecommunications service to the customer including, but not limited to, types of services, conditions of service, and charges. As the context suggests, the term “tariff” when used in this document will refer to this tariff.

TCS - TeleCommunication Systems, Inc., issuer of this tariff.

Telecommunications Relay Service (TRS) - These services provide the ability for hearing or speech impaired individuals to communicate, by wire or radio, with a hearing individual in a manner that is functionally equivalent to communication by an individual without a hearing or speech impairment. This definition includes telecommunication relay services that enable two-way communications between an individual who uses a TDD or other non-voice terminal device and an individual who does not use such a device.

Voice over Internet Protocol (VoIP) Call- A VoIP call is the creation (using IP), routing, and connection of a voice call that is transmitted, in whole or in part, via the public Internet or private IP network.

VoIP Positioning Center (VPC) – A VPC facilitates the routing of a 9-1-1 call (placed via a VSP) plus ALI data from a VoIP subscriber to the appropriate 9-1-1 System Provider. The VPC consists of a database that correlates the location of a caller with the PSAP designated to respond to calls from that location. At the time that a caller dials 9-1-1, the VoIP carrier’s switch shall provide the VPC with the caller’s location and will query the VPC for routing instructions. The VPC, will consult the Emergency Call Routing Database (ECRD) and will respond to the VoIP switch with an ESRN (Emergency Services Routing Number) and an ESQK (Emergency Service Query Key) pANI that correlates to the target PSAP. The ESRN identifies the appropriate selective router to which VoIP switch should route the call, while the ESQK informs the router as to which PSAP it should route the call. Simultaneously, the VPC shall stage a record of the caller’s ALI data in the VPC ALI database, and will correlate that record with the assigned ESQK. When the call arrives at the PSAP, the local ANI/ALI controller will query the ALI database for location information regarding the call. The ALI database, previously provisioned to “steer” specific ESQKs to specific VPCs, will “steer” the query to the VPC which will respond with the caller’s location and call-back data.

VoIP Service Provider (VSP) – A provider of VoIP voice service configured to simulate traditional telephone voice service. A VSP may offer one-way (i.e., only calling out), two-way, or both services. A VSP may or may not charge for the VoIP service. A VSP may or may not include other enhanced features with its VoIP service, and is not limited or defined by the type or ownership of the underlying network used to use the VSP service.

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service to Customers pursuant to the terms of this tariff in connection with one-way and/or two-way transmission between points within the State of Illinois.

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

Failure by the Company to assert its rights pursuant to one provision of this tariff at any time does not preclude the Company from asserting its rights under that same or other provisions of this .

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. 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 the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions

- A.** Applications for establishment of service must be made to the Company in writing. These applications become contracts upon approval by the Company and the Customer or the establishment of the service, and shall be subject at all times to the lawful rates, charges and regulations of the Company.
- B.** The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.
- C.** Service is provided on month-to-month or on a term agreement per an ICB. The minimum term period is one (1) year unless otherwise specified in this tariff or mutually agreed upon in an ICB. Penalties may apply for early termination.
- D.** Except as otherwise stated in this tariff, an Agreement for Service, or an ICB, at the expiration of the initial term specified in each Service Order Agreement, or in any extension thereof, service shall be renewed automatically for a one (1) year term upon written notification to the Customer no later than 60 days prior to the expiration of the initial term, unless the Customer provides notice of intent not to renew such agreement at least 90 days prior to the end of the initial or any additional term. Termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order Agreement, an ICB, and/or this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the Service Order Agreement shall survive such termination.
- E.** This tariff shall be interpreted and governed by the laws of the state of Illinois.

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company

- A.** The Company, its affiliates, directors, officers, employees, assignees and/or successors, shall not be liable to a Customer or any third party for any personal injury or death and/or any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, and/or loss of enjoyment of life and/or emotional distress damages 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 any service provided by the Company. By obligation, direct or indirect, to any third party other than the Company, the Company shall not be liable for civil damages, whether in contract, tort or otherwise, to any person, corporation, or other entity for any loss or damage caused by any Company act or omission in the design, development, maintenance, or provision of the Company's services, other than an act or omission constituting gross negligence or wanton or willful misconduct.
- B.** 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.

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

- C. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage, and/or expense, including reasonable counsel fees, due to:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers, except as contracted by the Company;
 2. Any delay or failure of performance or equipment due to causes beyond the Company control, including but not limited to, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; any law, order, regulation or other action of any governing authority or agency thereof;
 3. Any unlawful or unauthorized use of Company facilities and services;
 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 facilities or services; or by means of the combination of Company-provided facilities or services;
 5. Breaches in the privacy or security of communications transmitted over Company facilities;

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

C. (Cont'd.)

6. Changes in any of the facilities, 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 liability is limited as set forth in paragraph A of this Subsection 2.1.4;
7. Defacement of or damage to Customer Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof;
8. 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 Company facilities;
9. Any non-completion of calls or data transmission due to network busy conditions;
10. Any calls or data transmission not actually attempted to be completed during any period that service is unavailable;
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 Company services or facilities, or the reporting of outages or interruption of services.

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

- D.** 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.
- E.** 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.
- F.** Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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. However, the Company may also be under separate legal or regulatory obligations to notify the Federal Communications Commission, the Illinois Commerce Commission, or other authorities of interruptions and/or outages, and such notifications can be made without prior notification to the affected Customer(s). With some emergency or unplanned service-affecting conditions, such as an outage resulting from facilities damage or the failure of a third-party provider, notification to the Customer may not be possible.

SECTION 2 - REGULATIONS (CONT'D.)**2.1 Undertaking of the Company (Cont'd.)****2.1.6 Provision of Equipment and Facilities**

- A.** The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain, and maintain suitable rights and facilities, and to provide for the installation of those facilities required to the furnishing and maintenance of that service. At the option of the Company, in managing its facilities, certain regular service restrictions may be temporarily imposed at locations where new or additional facilities being constructed are not readily available to meet service demands.
- B.** 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 this tariff.
- C.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- D.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- E.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- F.** 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.

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provision of Equipment and Facilities (Cont'd.)

G. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff or the Agreement for Services, or an ICB, and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the transmission of signals or data by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. the reception of signals or data by Customer-provided equipment.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or non service-affecting 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.

SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A.** where facilities are not presently available;
- B.** of a type other than that which the Company would normally utilize in the furnishing of its services;
- C.** over a route other than that which the Company would normally utilize in the furnishing of its services;
- D.** in a quantity greater than that which the Company would normally construct;
- E.** on an expedited basis;
- F.** on a temporary basis until permanent facilities are available;
- G.** involving abnormal costs; or
- H.** in advance of its normal construction.

2.1.9 Ownership of Facilities and Intellectual Property

Unless otherwise provided for by an ICB, title to all facilities and intellectual property provided in accordance with this tariff remains in the Company, its partners, agents, contractors, or suppliers.

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 Commission regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over the Company's network by Customers that cause interference to the Company or other End Users. Customers shall be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any direct or third-party claim, judgment, or liability resulting from such blockage.
- 2.2.4** A Customer 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 may, but is not required to, 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 Nonrecurring Charges for installation as stated in this tariff, or an ICB, or an Agreement for Services may apply.

SECTION 2 - REGULATIONS (CONT'D.)**2.3 Obligations of the Customer****2.3.1 General**

The Customer is responsible for making proper application for service; placing any necessary order, and entering into an ICB or standard Agreement for Services with the Company; complying with the ICB or Agreement for Services, and tariff regulations; and payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A.** the payment of all applicable charges pursuant to this tariff or an ICB;
- B.** damage to or loss of Company facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the judicially determined gross negligence or willful misconduct of the employees or agents of the Company;
- C.** providing at no charge, as specified from time to time by the Company, any needed personnel, 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;
- D.** obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of communications cable and associated equipment used to provide services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C. Any and all costs associated with 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 and entering into an ICB or Agreement for Services with the Customer.

SECTION 2 - REGULATIONS (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.1 General (Cont'd.)

- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises where Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company opinion, injury or damage to 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. asbestos) prior to any construction or installation work;
- F.** 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 rights-of-way for which Customer is responsible under Section 2.3.1.D.; 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;
- G.** not creating, or allowing to be placed, any liens or other encumbrances on Company equipment or facilities.

SECTION 2 - REGULATIONS (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.2 Liability of the Customer

- 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 gross negligence or intentional misconduct.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' 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 tariff, any other tariff of the Company, an ICB, or with the Agreement for Services, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C.** The Customer shall not assert any claim against any other Customer or End 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, an ICB, or the Agreement for Services including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations, whether or not such other Customer or End 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 End 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.

SECTION 2 - REGULATIONS (CONT'D.)**2.4 Customer Equipment and Channels****2.4.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company. Company services are designed primarily for the transmission of data-grade signals, except as otherwise stated in this tariff. A Customer may transmit any form of signal that is compatible with Company equipment, but the Company does not guarantee that its services will be suitable for purposes other than data-grade communication except as specifically stated in this tariff.

2.4.2 Station Equipment

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

SECTION 2 - REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.3 Interconnection of Facilities

- A.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications services and the channels, facilities, or equipment of others shall be provided at the Customer's expense unless otherwise specified by ICB
- B.** Communications services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of other communications carriers that are applicable to such connections, or pursuant to an agreement between TCS and such carriers.
- C.** Facilities furnished under this tariff or the Agreement for Services may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff, or an ICB. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all Customer-provided wiring shall be installed and maintained in compliance with those or other applicable regulations.

SECTION 2 - REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.4 Inspections

- A.** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.A for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B.** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm.

SECTION 2 - REGULATIONS (CONT'D.)**2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

- A.** The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes, and similar taxes or charges imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices and are not part of any quoted or ICB rates for service. The Company may separately charge for the Illinois gross receipts tax on the Company's invoice.
- B.** Municipal excise taxes are billed as separate line items, are not included in the quoted or ICB rates for service, and will only be recovered from those Customers residing in the affected jurisdictions.
- C.** 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

2.5.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company in accordance with this tariff or relevant ICB.

- A.** Charges for services billed on a non-usage sensitive basis will be billed monthly, in advance of the use of the service, and are due within 30 days of the invoice date.
- B.** Charges for services billed on a usage sensitive basis will be billed monthly for services used during the preceding billing cycle and are due within 30 days of the invoice date.
- C.** Upon termination of service, the Customer's bill will be rendered in the next bill cycle.

SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.2 Billing and Collection of Charges (Cont'd.)

D. Billing of the Customer by the Company will begin on the first day following the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use.

E. Late Payment Fee

If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%, or an amount specified in the ICB.

F. Return Check Charge

The Customer will be assessed a charge of twenty five dollars (\$25.00) for each check or other payment type submitted by the Customer to the Company that a bank or other financial institution refuses to honor.

G. If service is disconnected by the Company in accordance with Section 2.6 following and later restored, restoration of service will subject to all applicable installation charges. Pursuant to 83 Ill. Adm. Code 735.170, the first service restoral charge per calendar year will be waived.

SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.3 Disputed Bills

- A.** In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company will require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim.

- B.** Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then 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 Capitol Avenue
Springfield, Illinois 62701

2.5.4 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 may 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.

2.5.5 Deposits

The Company does not collect Customer deposits under this tariff.

SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.6 Changes in Service Requested

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

2.5.7 Cancellations and Deferments

When the Company advises a Customer that ordered services are available on the requested due date, and the Customer is unable or unwilling to accept service at that time, the facilities will be held available for the Customer for a thirty (30) business day grace period. If after thirty (30) business days the Customer still has not accepted service, regular monthly billing for the ordered services may begin, or the facilities will be released for other service order activity, and cancellation charges, including Nonrecurring Charges that would have been applied had the service been installed, may be applied. These cancellation and deferment provisions apply to requests for all Company services.

SECTION 2 - REGULATIONS (CONT'D.)**2.6 Suspension or Termination of Service****2.6.1 Discontinuance or Refusal of Service**

The Company may discontinue or refuse service for any of the reasons stated below:

- A.** 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.
- B.** 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;
- C.** For failure to make payment in accordance with the terms of a deferred payment arrangement;
- D.** When a 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;
- E.** For violation of or noncompliance with a Commission order;
- F.** In the event of prohibited, unlawful, or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished;
- G.** In the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company;
- H.** For violation of or noncompliance with any rules of the Company on file with the Commission;
- I.** For violation of or noncompliance with municipal ordinances and/or other laws pertaining to service; or
- J.** The Customer's use of equipment adversely affects the Company's service to others. This disconnection may be done without notice to the Customer or user.

SECTION 2 - REGULATIONS (CONT'D.)

2.6 Suspension or Termination of Service (Cont'd.)

2.6.2 Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful, or improper use of the facilities or service includes, but is not limited to:

- A.** The use of facilities or service of the Company without payment of tariff or ICB charges;
- B.** Using the service or permitting others to contact another person or persons using the service so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
- C.** The use of profane or obscene language;
- D.** The use of the service in such a manner such that it interferes with the service of other Customers or prevents them from making or receiving TCS's services;
- E.** The use of a mechanical device or equipment to seize a Customer's service, thereby interfering with the Customer's use of the service; or
- F.** Permitting fraudulent use.

SECTION 2 - REGULATIONS (CONT'D.)

2.6 Suspension or Termination of Service (Cont'd.)

2.6.3 Discontinuance Procedures

- A.** If, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service, the Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to personnel, plant, property, or service is occurring, or is likely to occur;
- B.** Unless otherwise provided for in an ICB, 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.
- C.** Absent an agreement to the contrary, notice of discontinuance shall not be mailed before the third business day following the due date shown on the bill.
- D.** Absent an agreement to the contrary, service shall not be discontinued for a past due bill after 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.

SECTION 2 - REGULATIONS (CONT'D.)

2.6 Suspension or Termination of Service (Cont'd.)

2.6.4 Discontinuance and Restoral Information

- A.** Unless otherwise provided for by agreement or Order of the Commission, Service shall not be discontinued, and shall be restored if discontinued, 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.
- B.** Unless otherwise provided for by agreement or Order of the Commission, 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.
- C.** Unless otherwise provided for by agreement or Order of the Commission, 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.
- D.** 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.

2.7 Interruption of Service

Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.1.4 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer.

SECTION 2 - REGULATIONS (CONT'D.)

2.8 Use of Customer's Service by Others

2.8.1 Joint Use Arrangements

The Company's services are not technically available for joint use. Therefore, joint use is not permitted.

SECTION 2 - REGULATIONS (CONT'D.)**2.9 Cancellation of Service/Termination Liability**

Customers may only cancel service in writing, unless specified differently within an ICB agreement. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., that accrue through the end of the Customer's bill cycle, unless otherwise noted in the description of the service affected.

If a Customer's ICB terminates services before the completion of the term for any reason whatsoever other than a Service Interruption, the Customer agrees to pay to the Company termination liability charges, if not defined in the ICB, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable in accordance with Section 2.5.

2.9.1 Termination Liability

The Customer's termination liability for cancellation of an ICB, unless otherwise specified in the ICB, shall be equal to:

- A.** all unpaid Nonrecurring Charges, less any portion of the underlying cost of the Nonrecurring Charges not yet incurred by the Company in preparing to establish service for the Customer; plus
- B.** any disconnection, early cancellation, and/or termination charges reasonably incurred and paid or owed to third parties by the Company on behalf of the Customer; plus
- C.** fifty-percent (50%) of the Recurring Charge for the service under the term agreement multiplied by the months remaining in the term agreement.
- D.** Inclusion of early termination liability by the Company in this tariff does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

SECTION 2 - REGULATIONS (CONT'D.)

2.10 Transfers and Assignments

Unless otherwise provided for in an ICB, the Customer may not assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the Company. Unless otherwise provided for and in addition to what is provided for in an ICB, the Company may assign its rights and duties:

2.10.1 to any subsidiary, parent company or affiliate of the Company; or

2.10.2 pursuant to any sale or transfer of substantially all the assets of the Company; or

2.10.3 pursuant to any financing, merger, or reorganization of the Company.

SECTION 2 - REGULATIONS (CONT'D.)

2.11 Notices and Communications

2.11.1 The Customer shall designate on the address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which Company bills for service shall be mailed.

2.11.2 The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

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

2.11.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein, or as may be required in an ICB.

SECTION 2 - REGULATIONS (CONT'D.)

2.12 Service Guarantees

2.12.1 Service Installation Guarantees

The Company does not provide services for which the installation service guarantees contained in 83 Ill. Adm. Code, Section 732 would apply.

A. Installation Guarantees

The Company will provide installation for its services in accordance with the intervals contained in the ICB with the Customer.

SECTION 2 - REGULATIONS (CONT'D.)

2.12 Service Guarantees (Cont'd.)

2.12.1 Service Installation Guarantees (Cont'd.)

B. Installation Credits

The Company shall provide installation credits, if any, pursuant to the ICB with the Customer.

SECTION 2 - REGULATIONS (CONT'D.)

2.12 Service Guarantees (Cont'd.)

2.12.2 Customer Service Visit Guarantees

The Company does not provide services for which the Customer Service Visit Guarantees contained in 83 Ill. Adm. Code, Section 732 would apply.

A. Repair Service Guarantees

The Company shall provide repair service visits or guarantees, if any, pursuant to the ICB with the Customer.

B. Repair Service Credits

The Company shall provide repair service credits, if any, pursuant to the ICB with the Customer.

SECTION 2 - REGULATIONS (CONT'D.)

2.13 Telecommunications Relay Service

2.13.1 TeleCommunication Systems, Inc. does not provide services to end users for which Telecommunications Relay Services would apply.

2.13.2 TeleCommunication Systems, Inc. does not provide services to end users for which the Order dated May 13, 2009, of the Illinois Commerce Commission in Docket No. 09-0182 (ITAC Order), the ITAC Order would apply.

2.13.3 TCS assumes no responsibility or liability for the payment of the customer's ITAC Order related charges.

SECTION 2 - REGULATIONS (CONT'D.)

2.14 Reserved for Future Use

2.15 Digital Divide Elimination Fund

Digital Divide Elimination Fund Program 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 reported to the Department of Commerce and Community Affairs, who will issue grants to the various communities based upon their needs.

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

SECTION 3 - SERVICE AREAS

3.1 Service Areas

Services are provided, subject to availability of facilities and equipment, throughout the State of Illinois.

SECTION 4 - SERVICE CHARGES AND SURCHARGES

4.1 Reserved for Future Use

SECTION 5 – VOIP POSITIONING CENTER SERVICES

5.1 VoIP Positioning Center

5.1.1 VPC Service Description

VPC service is used to provide call routing instructions to a VoIP service provider's softswitch so that E9-1-1 calls can be routed through the 9-1-1 System Provider's 9-1-1 network to the appropriate PSAP.

The VPC facilitates the routing of a 9-1-1 call plus ALI data from a VoIP service provider's end user to the appropriate 9-1-1 System Provider. At the time that a caller dials 9-1-1, the VoIP carrier's switch shall provide the VPC with the caller's location and will query the VPC for routing instructions. The VPC, will consult the Emergency Call Routing Database (ECDR) and will respond to the VoIP switch with an ESRN (Emergency Services Routing Number) and an ESQK pANI that correlates to the target PSAP.

Simultaneously, the VPC shall stage a record of the caller's ALI data in the VPC ALI database, and will correlate that record with the assigned ESQK. When the call arrives at the PSAP, the local ANI/ALI controller will query the ALI database for location information regarding the call. The ALI database, previously provisioned to "steer" specific ESQKs to specific VPCs, will "steer" the query to the VPC which will respond with the caller's location and call-back data.

VPC services are offered subject to the availability of facilities. The Customer is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

SECTION 5 – VOIP POSITIONING CENTER SERVICES (CONT'D.)

5.1 VoIP Positioning Center (Cont'd.)

5.1.2 VPC Routing

VPC Service is a public safety grade, specialized managed network for processing VoIP 9-1-1 calls that allows the PSAP to accommodate new technologies on legacy networks. TCS's solution utilizes a redundant, secure IP infrastructure. Facilities and nodes are geographically diverse and are equipped with physically redundant data communications and power equipment that allow for continuous operation and reliability.

SECTION 5 – VOIP POSITIONING CENTER SERVICES (CONT'D)**5.1 VoIP Positioning Center (Cont'd.)****5.1.3 VPC Service Features****A. Automatic Number Identification (ANI)**

ANI is the feature by which the telephone number or other related routing (pANI) number associated with an inbound 9-1-1 caller is received by the 9-1-1 System Provider and passed on to the proper PSAP. The ANI is also used to determine the proper PSAP to receive the inbound call.

TCS will provide a form of pANI, an ESQK, unique to VoIP. TCS will acquire and manage pools of ESQKs for the shared use of our customers, and will dynamically assign ESQKs to individual VoIP calls. TCS will assure adequate supply of ESQKs and will ensure that all ESQKs are properly tested according to the specifications of each PSAP. Alternatively, TCS will manage ESQKs provided by the customer.

B. Call Routing Instructions

The routing of a 9-1-1 call to the proper 9-1-1 System Provider is based upon the location of the caller. Routing is typically accomplished by mapping the ANI (or ESQK) to an ESN that has been derived based on the caller's location. The ESN maps to a specific routing rule that identifies the PSAP and possible alternative destinations. TCS will provision the 9-1-1 System Provider's selective router so that the ESQK maps to the appropriate ESN.

TCS will provide media conversion and gateway access to the appropriate 9-1-1 System Provider's selective router.

TCS shall acquire and maintain 9-1-1 system boundary data and shall be responsible for determining the correct 9-1-1 System Provider for call routing.

SECTION 5 – VOIP POSITIONING CENTER SERVICES (CONT'D)

5.1 VoIP Positioning Center (Cont'd.)

5.1.3 VPC Service Features (Cont'd.)

C. Emergency Services Gateway (ESGW)

The ESGW is a media converter that converts VoIP SIP format to CAMA or other TDM format required by the legacy selective router. TCS will provide ESGW services directly or through contracts with third parties.

SECTION 5 – VOIP POSITIONING CENTER SERVICES (CONT'D)**5.1 VoIP Positioning Center (Cont'd)****5.1.4 VPC ALI Services****A. MSAG Validation**

TCS provides a data management and administration tool that MSAG-validates VoIP customer addresses and notifies the VoIP customer of addresses that are not MSAG valid.

B. ALI Database Updates

After processing and validating subscriber record updates, TCS posts ALI records in the TCS ALI for call routing and for retrieval and display by the PSAP during 9-1-1 calls.

C. Misroute Resolution

An ESQK/ALI misroute occurs when a 9-1-1 call is delivered to the incorrect PSAP. TCS investigates ESQK/ALI misroute reports and refers each misroute report to the appropriate authority for resolution.

D. No Record Found (NRF) Resolution

An NRF occurs when the ESQK provided does not exist in the ALI database and/or when NRF is displayed at the PSAP. TCS will resolve or refer each NRF to the respective authority for resolution.

E. Local Number Portability (LNP) Processing

TCS supports LNP, which allows subscribers to switch from one location to another without changing their phone numbers.

F. ALI Delivery

ALI Delivery provides location information via the ALI Data Access Connections to a PSAP during a 9-1-1 call. TCS provides ALI data of VoIP callers via the VE2 interface

G. ALI Metrics Reporting

TCS provides access to reports that provide details on data transactions, the number of records processed, and the number of errors.

SECTION 5 – VOIP POSITIONING CENTER SERVICES (CONT'D)

5.1 VoIP Positioning Center (Cont'd.)

5.1.4 VPC ALI Services (Cont'd.)

H. This section and page reserved for future use.

SECTION 5 – VOIP POSITIONING CENTER SERVICES (CONT'D)

5.1 VoIP Positioning Center (Cont'd.)

5.1.5 VPC ALI Data Access Connections

ALI Data Access Connections provide the PSAP network access to the ALI Database for ALI Delivery. TCS provides VE2 ALI connections between the legacy ALI and the VPC. TCS will provide a list of available ALI connections to the customer. TCS reserves the right to terminate or eschew ALI connections for any reason.

SECTION 5 – VOIP POSITIONING CENTER SERVICES (CONT'D)

5.2 VPC Services Rules September 25, 2009 Regulations

- 5.2.1.** A VPC Customer must be a VoIP Service Provider.
- 5.2.2.** VPC Services are provided by the Company where facilities and operating conditions permit.
- 5.2.3.** Application for VPC Services must be executed in writing by the Customer. If execution is by an agent, satisfactory evidence of the appointment must be provided in writing to the Company.
- 5.2.4.** VPC Services are provided solely for the benefit of the Customer as an aid in handling 9-1-1 calls in connection with fire, police, and other emergencies. The provision of VPC Emergency Services by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any relationship with or any Company obligation direct or indirect, to any third person or entity other than the Customer.
- 5.2.5.** The Company does not undertake to answer and/or forward 9-1-1 or other emergency calls, but furnishes the use of its facilities to enable the Customer to route 9-1-1 calls from the Customer's end users to the appropriate 9-1-1 System Provider.
- 5.2.6.** The rates charged for 9-1-1 Emergency Services do not contemplate the inspection or constant monitoring of facilities that are not within the Company's control, nor does the Company undertake such responsibility. The Customer shall make such operational tests that are required in the judgment of the Customer. The Customer shall promptly notify the Company in the event the system is not functioning properly.

SECTION 5 – VOIP POSITIONING CENTER SERVICES (CONT'D)**5.2 VPC Services Rules September 25, 2009 Regulations (Cont'd)**

- 5.2.7.** The Company's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof shall not exceed an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative.
- 5.2.8.** When VPC Services are provided, the Customer is responsible to provide and update information regarding the name and address of the customer's subscribers and shall provide that information via interfaces and protocols, and at time periods, specified by TCS.
- 5.2.9.** The following terms define TCS's responsibilities with respect to any information provided by the Customer as part of 9-1-1 ALI Services:
- A.** Such information shall be used by the TCS solely for the purpose of providing quality E9-1-1 call routing and ALI data.
 - B.** TCS shall strictly limit access to the information to those authorized employees with a need to know and those employees actually engaged in the provision of emergency assistance services.
 - C.** TCS shall use due care in providing for the security and confidentiality of the information.
- 5.2.10.** Each Customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, and other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person: (1) for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, and which arises out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them, or (2) for any infringement or 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, location or use of 9-1-1 Emergency Services and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone number used by the party or parties accessing 9-1-1 Emergency Services hereunder, or (3) arising out of any act or omission of the Customer, in the course of using services provided pursuant to this tariff.

SECTION 5 – VOIP POSITIONING CENTER SERVICES (CONT'D)

5.2 VPC Services Rules September 25, 2009 Regulations (Cont'd)

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SECTION 5 – VOIP POSITIONING CENTER SERVICES (CONT'D)

5.2 VPC Services Rules September 25, 2009 Regulations (Cont'd)

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SECTION 5 – VOIP POSITIONING CENTER SERVICES (CONT'D)
5.3 VPC Services Rates and Charges

	Nonrecurring Charge	Monthly Charge/ Per Sub	
VPC Routing September 25, 2009 VPC ALI Services			
All VoIP Service Providers	\$250,000.00	\$10.1479	\$250,000.00 \$
 MSAG Validation Services			
All VoIP Service Providers	\$ 25,000.00	\$ 0.0576	

Notes:

1. Rates shown are based on a minimum five (5) year term.
2. ICB rates will be determined based upon unique service configuration requirements for each customer, including, but not limited to, non-recurring charge, monthly minimum, volume of new subscribers added during the year, and proximity of customer to Company facilities.
3. Rates do not include additional charges that may be rendered by other local exchange carriers in connection with the provisioning of E9-1-1 service to the Customer.
4. Network service is in addition to the rates shown.

SECTION 6 – RESERVED FOR FUTURE USE

6.1 Reserved for Future Use

SECTION 7 - SPECIAL ARRANGEMENTS**7.1 Non-Routine Installation and/or Maintenance**

At the Customer's request, installation and/or non service-affecting maintenance may be performed outside the Company's regular business hours or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and 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.

7.2 Individual Case Basis (ICB) Arrangements

Pricing arrangements at negotiated rates may be furnished on an individual case basis (ICB) in response to requests by Customers to the Company, for proposals, or for competitive bids. Services offered under this tariff provision will be provided to the Customer pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this tariff. Rates developed in response to such requests may be different for tariffed services than those specified for such service in this tariff. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers. Copies of ICB contracts will be made available to the Commission upon request and shall be kept confidential.

SECTION 8 - PROMOTIONAL OFFERINGS

8.1 General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the Nonrecurring or Recurring Charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area. The Company shall file promotions with the Commission for tariff approval prior to offering service at promotional rates

8.2 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a limited period of time.