

APPENDIX-PRICING

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APPENDIX PRICING

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions for TDS TELECOM and CLEC.
- 1.2 If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by TDS TELECOM under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix PRICING, such rates and charges shall be determined in accordance with Section 252(d) of the Act; provided however, if TDS TELECOM provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by TDS TELECOM and CLEC.
- 1.3 Except as otherwise agreed upon by the Parties in writing or by the publication of or concurrence in tariffs or price lists filed with the FCC or the Commission, TDS TELECOM shall not be required to provide CLEC a product or service under this Agreement unless and until the Parties have agreed upon a rate element or charge (whether a final rate/charge or, as agreed upon by the Parties, an interim rate/charge subject to a true-up, true-down) applicable to the requested product and/or service.
- 1.4 The pricing list is in Attachment A found in this Appendix PRICING.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in Attachment A of this Appendix PRICING, where rates are shown as monthly, a month will be defined as a 30-day calendar month. The minimum term for each monthly rated element will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated services, if applicable, will be specified in the rate table included in this Appendix.
- 2.2 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, the Parties will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, the fractional mileage will be rounded up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

- 3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as “non-recurring charges.”
- 3.2 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to TDS TELECOM.
- 3.3 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes, etc.), are billed as nonrecurring charges.
- 3.4 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Attachment A.
- 3.5 All charges assume work performed during normal business hours (8:00 AM to 5:00 PM Monday through Friday). For work requested outside of normal business hours or on weekends and holidays, premium rates will apply.

4. BILLING

- 4.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 5.1 Every interconnection and service provided hereunder shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection or service.

**TDS TELECOM- Simicomm, LLC
Contracted Interconnection Rates**

		TDS TELECOM-SIMICOMM	
		Wisconsin	
		Monthly Recurring	Non Recurring
<u>Local Service Non-Recurring Charges (see Appendix NP)</u>			
Local Service Order (LSR)			
Per Initial Order:			\$20.00
Per Supplemental Order:			\$5.00
Miscellaneous Testing and other Additional Labor- each half hour or fraction thereof			
Overtime per employee		\$	34.97
Premium Time per employee		\$	46.63
<u>RECIPROCAL COMPENSATION (see Appendix Recip Comp)</u>			
<u>Local Traffic Termination**</u>			Bill and Keep**
Should Local Traffic become out of balance (>60/40) a reciprocal Local Traffic Termination rate shall be developed and this Attachment shall be updated to incorporate such rate.			
<u>WHITE PAGES (see Appendix WP)</u>			
<u>Directory</u>			
Per book copy delivered to CLEC End User			\$5.00
Per Book copy Delivered in Bulk to CLEC			\$5.00*
<i>*5% discount on orders over 500</i>			
Per Single Sided Informational Page			\$100.00